

RECEIVED

SEP 29 2016

SC Court of Appeals

EXHIBIT:

1



DEPARTMENT OF VETERANS AFFAIRS
Regional Office
P.O. Box 1437
St. Petersburg, FL 33731-1437

August 17, 2015

NORMAN LOWERY
727 SWEET MEADOW LANE
CLOVER, SC 29710

317/263
VA LIN 191960392986

Dear Borrower:

My name is Annette and I am the VA representative assigned to your loan.

Your mortgage company has notified our office there is a foreclosure sale scheduled.

It is urgent that you contact me so we can discuss your options to keep the home or avoid foreclosure. I have been unable to reach you by telephone. I am requesting that you please call me at 1-888-611-5916 ext. 7829, to discuss your account.

Thank you.

Sincerely,

Annette Fournier-Rivas

Annette Fournier-Rivas
Loan Specialist
Annette.fournier-rivas@va.gov

8-25-15

*Norman Lowery
asked that this
information be
placed in his
file.*

*8-25-15 Lmg. Canceled
but he appeared -
was not notified of
Cancellation*

EXHIBIT:

2

DATE: 24-08-2015

FROM: NORMAN D. LOWERY

727 SWEET MEADOW LANE

CLOVER, SC 29710

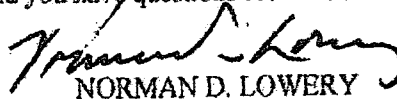
TO: THE COURT

SUBJECT: REQUEST THE COURT TO ACCEPT ADDITIONAL EVIDANCE IN RESPONSE TO FORECLOSURE ACTION, 2014CP4602394/2014LP4600567, PLAINTIFF, PHH MORTGAGE CORPORATION V. NORMAN D. LOWERY

I apologize for the less than desirable timeliness of this request for the Court to consider acceptance of new evidence, due to the direct impact to this current Court Case in that the property has been scheduled for sale without being notified or Court Hearing. I believe Is illegal In Accordance with State and Federal Laws/Statutes not only constitutes "Double Jeopardy", but is a direct Violation of Article 4 of the United States Constitution seizers of property without Court Order. The scheduled sale violates a number of other current State/Federal Laws and Statutes, as a minimum: Consumer Protection Act, Fairness In Lending Act, Truth In Lending Act. Combined with the previously submitted evidence of which I believe contains multiple violations of South Carolina Code Of Laws Title: 37 Chapters 3, 5, 22, and 23 for fraudulent, deceptive, or misleading representations, seizer/sale of property, failure to give written notice of Default, the right to Cure the Default and Failure to process/safeguard /credit the mortgage account of legal instruments of payments

The Veterans Administration (VA) has informed me in the late afternoon, on 24 August 2015, on the same afternoon I received a letter (Attachment A) noting the Foreclosure Sale of the house/property as referenced in this case. An appraiser conducted an appraisal of the property on/about 18 August 2015 which I thought was Court ordered for this case. However I have been verbally/in writin notification of this property is scheduled to be to be sold. I have submitted a written request for a copy of documents the VA has in its possession concerning this Court Sale.

In closing, I appreciate your time and review of this writing. Should you have questions feel free to contact me.


NORMAN D. LOWERY

828-782-7020

lowerynd@yahoo.com

Annette.fournier-rivas@va.gov

RE: [EXTERNAL] Foreclosure sale VA LIN 191960392986 (URGENT)

August 25, 2015 6:31 AM

lowerynd@yahoo.com

Good morning:

Unfortunately, I don't have that document. You will have to contact Nationstar. They report to VA through a computer program.

Annette E. Fournier Rivas

Annette E. Fournier-Rivas

Assistant Loan Technician

Department of Veterans Affairs, Loan Guaranty

VARO, ST. Petersburg, FL

Tel: 727-319-7829

From: Norman Lowery (mailto:lowerynd@yahoo.com)

Sent: Monday, August 24, 2015 2:29 PM

To: Fournier-Rivas, Annette, VBASPT

Subject: [EXTERNAL] Foreclosure sale VA LIN 191960392986 (URGENT)

Sorry this is a short notice, but I need a copy of the scheduled sale paper sent to me before the court foreclosure scheduled for tomorrow. The info is very very important.

Thank you

Norman Lowery

Nationstar v. Lowery

Appellate Case No.

2015-002253

Exhibit 2 Pg. 2 of 3



ROGERS TOWNSEND
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200 (29202)
220 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803.744.4444 F 803.343.7013
WWW.RTT-LAW.COM

August 25, 2015

Norman D. Lowery
727 Sweet Meadow Ln
Clover, SC 29710

Re: PHH Mortgage Corporation vs. Norman Lowery
Case No. 14-CP-46-2394; York County
Our File No. 013225-03514

Dear Sir or Madam:

The hearing scheduled in the above-referenced matter has been cancelled. You will be notified should a new hearing be scheduled. Please contact our office if you have any questions.

Sincerely,

Rogers Townsend & Thomas, PC

Default Services Department

cc: Norman D. Lowery
727 Sweet Meadow Ln
Clover, SC 29710

Nationstar v. Lowery
Appellate Case No.

2015-002253

P.O. Box 100200 (29202) • 220 Executive Center Drive, Suite 109 • Columbia, South Carolina 29210
Tel: 803-744-4444 • Fax: 803-343-7017 • Web: www.rtt-law.com

Exhibit 2 Pg 3 of 3

EXHIBIT:

3

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200 (29202)
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COLUMBIA, SOUTH CAROLINA 29210
P 803.744.4444 F 803.343.7013
WWW.RTT-LAW.COM

 **ROGERS TOWNSEND**
ATTORNEYS AT LAW

August 31, 2015

Norman D. Lowery
727 Sweet Meadow Ln
Clover, SC 29710

Re: PHH Mortgage Corporation vs. Norman Lowery
Case No. 14-CP-46-2394; York County
Our File No. 013225-03514

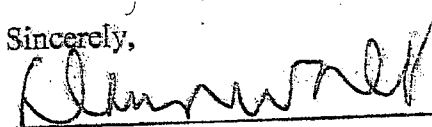
Dear Sir or Madam:

A foreclosure hearing has been set in the above-referenced matter for September 23, 2015 at 09:30 AM before the Honorable S. Jackson Kimball, III, Master in Equity for York County, at:

Master's Office, 1 North Congress Street
York, SC 29745

Pursuant to S.C. Code Ann. § 14-11-110 (as amended), the Plaintiff's attorney will submit written testimony on behalf of the Plaintiff at the hearing listed above.

Sincerely,



Paralegal for:
Robert P. Davis (SC Bar #74030)
H. Guyton Murrell (SC Bar #064134)
Kevin T. Brown (SC Bar #064236)
Jason D. Wyman (SC Bar #100271)

Andrew W. Montgomery (SC Bar #79893)
John J. Hearn (SC Bar #6631)
Nikole Hahnwanger (SC Bar #70491)

220 Executive Center Drive
Columbia, SC 29210

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

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 3 Pg 1 of 2

STATE OF SOUTH CAROLINA

COUNTY OF YORK

PHH Mortgage Corporation,

Plaintiff,

v.

Norman D. Lowery;

Defendant(s).

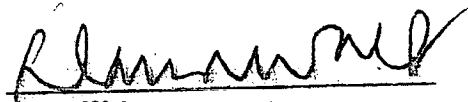
IN THE COURT OF COMMON PLEAS

DOCKET NO. 14-CP-46-2394

CERTIFICATE OF MAILING
Deficiency Judgment Waived

(013225-03514)

I am an employee of the law offices of Rogers Townsend and Thomas, PC, attorneys for Plaintiff, do hereby certify that I have mailed a copy of the Notice of Hearing, which is attached hereto and incorporated herein by reference, dated August 31, 2015 and in connection with the above-referenced case, by mailing a copy of the same by United States mail, postage prepaid, to each of the Addressees, listed on the Notice of Hearing and in separate envelopes, at each of their respective addresses shown thereon, this September 1, 2015.



Dawn Walton
Michelle King
Christy McCutchen
Matt Kilpatrick

EXHIBIT:

4

IN THE COURT OF COMMON PLEAS OF THE STATE OF SOUTH CAROLINA FOR YORK COUNTY

PHH Mortgage Corporation

Plaintiff/Petitioner

vs.

Norman D. Lowery

Defendant/Respondent

DOCKET NO:

14-CP-46-2394

AFFIDAVIT OF SERVICE OF

Lis Pendens; Civil Action Coversheet; Summons;
Complaint; Notice of Foreclosure Intervention

The undersigned, being first duly sworn, on oath deposes and says: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, has the authority to serve pleadings in the State named below, and is competent to be a witness therein.

On the 28th day of July, 2014, at 5:18 PM, at the address of 727 SWEET MEADOW Lane, CLOVER, within the County of York, State of South Carolina 29710; this affiant served the above described documents upon Norman D. Lowery by then and there personally delivering 1 true and correct copy(ies) thereof, by then presenting to and leaving the same with Norman D. Lowery, Who accepted service, with identity confirmed by verbal communication, a white male approx. 55-65 years of age, 5'8"-5'10" tall, weighing 200-240 lbs with brown hair with a goatee and glasses.

Is defendant active duty military? ☒ NO ☐ YES

Is the place of service the dwelling house or usual abode for the party being served? ☐ NO ☒ YES

Is the Subject Property a Mobile Home? ☐ NO ☐ YES

Is a Mobile Home VIN # visible? ☐ NO ☐ YES VIN#

DATED this

29 day of JULY, 2014

Chris Windsor, YORK, SC

SUBSCRIBED AND SWORN to before me this 29 day of July, 2014

[Signature]
NOTARY PUBLIC in and for the State of South Carolina
My Commission Expires: 2-11-2020

FOR: Rogers Townsend &
Thomas, PC
REF: 011227-01447-2

ORIGINAL AFFIDAVIT OF
SERVICE

Tracking #: 10175592 CAE FIL



EXHIBIT 4 PG 1 OF 14

STATE OF SOUTH CAROLINA

COUNTY OF YORK

PHH Mortgage Corporation,

Plaintiff,

v.

Norman D. Lowery,

Defendant(s).

(011227-01447)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

2014CP4602394

NOTICE OF FORECLOSURE INTERVENTION
Deficiency Judgment Waived

FILED
2014 JUL 25 PM 12:13
DAVID H. HARRIS
C.C. CLERK
YORK COUNTY, SC

PLEASE TAKE NOTICE THAT pursuant to the South Carolina Supreme Court Administrative Order 2011-05-02-01, you may have a right to Foreclosure Intervention.

To be considered for any available Foreclosure Intervention, you may communicate with and otherwise deal with the Plaintiff through its law firm, Rogers Townsend & Thomas, PC.

Rogers Townsend & Thomas, PC represents the Plaintiff in this action. Our law firm does not represent you. Under our ethical rules, we are prohibited from giving you any legal advice.

You must submit any requests for Foreclosure Intervention consideration within 30 days from the date you are served with this Notice. **IF YOU FAIL, REFUSE, OR VOLUNTARILY ELECT NOT TO PARTICIPATE IN FORECLOSURE INTERVENTION, THE FORECLOSURE ACTION MAY PROCEED.**



Rogers Townsend & Thomas, PC

ATTORNEYS FOR PLAINTIFF

Robert P. Davis (SC Bar #74930)

Andrew W. Montgomery (SC Bar #79893)

J. Pamela Price (SC Bar # 014336)

H. Guyton Murrell (SC Bar # 064134)

Kevin T. Brown (SC Bar # 064236)

Ashley M. Wheeling-Goodson (SC Bar # 101423)

Vance L. Brabham, III (SC Bar #71250)

Andrew A. Powell (SC Bar #100210)

Laura R. Baer (SC Bar # 101076)

John J. Hearn (SC Bar # 6635)

220 Executive Center Drive
Columbia, SC 29210

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

Columbia, South Carolina

July 24, 2014

Nationstar v. Lowery

Appellate Case No.

2015-002253

Exhibit

4 Pg 2 of 14

STATE OF SOUTH CAROLINA

COUNTY OF YORK

PHH Mortgage Corporation,

2014CP4602374
IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

FILED - RECEIVED

2014 JUL 25 PM 12:11

Norman D. Lowery,

Defendant(s)

Submitted By: Robert P. Davis (SC Bar #74030), Vance L. Brabham, III (SC Bar #71256), Andrew W. Montgomery (SC Bar #79893), Andrew A. Powell (SC Bar #100210), J. Pamela Price (SC Bar # 014336); Laura R. Barr (SC Bar # 101076); H. Guyton Murrell (SB Bar# 064134); John J. Hearn (SC Bar # 6635); Kevin T. Brown (SC Bar # 064236); Ashley M. Wheeling-Goodson (SC Bar # 101423) Attorneys for the Plaintiff

Rogers Townsend & Thomas, PC
220 Executive Center Drive, Suite 109
Post Office Box 100200
Columbia, SC 29202
(803) 744-4444
(803) 343-7013 - Fax
info@rtt-law.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | Contracts | Torts - Professional Malpractice | Torts - Personal Injury | Real Property |
|---|---|---|--|
| ☐ Constructions (100) | ☐ Dental Malpractice (200) | ☐ Assault/Slander/Libel (300) | ☐ Claim & Delivery (400) |
| ☐ Debt Collection (110) | ☐ Legal Malpractice (210) | ☐ Conversion (310) | ☐ Condemnation (410) |
| ☐ Employment (120) | ☐ Medical Malpractice (220) | ☐ Motor Vehicle Accident (320) | ☒ Foreclosure (420) |
| ☐ General (130) | Previous Notice of Intent Case #
20 ____-CP-____ | ☐ Premises Liability (330) | ☐ Mechanic's Lien (430) |
| ☐ Breach of Contract (140) | ☐ Notice/File Med Mal (230) | ☐ Products Liability (340) | ☐ Partition (440) |
| ☐ Other (199) | ☐ Other (299) | ☐ Personal Injury (350) | ☐ Possession (450) |
| | | ☐ Wrongful Death (360) | ☐ Building Code Violation (460) |
| | | ☐ Other (399) | ☐ Other (499) |
| Domestic Petitions | Administrative Law/Relief | Judgments/Settlements | Appeals |
| ☐ PCR (500) | ☐ Reinstate Env. License (800) | ☐ Death Settlement (700) | ☐ Arbitration (900) |
| ☐ Mandamus (520) | ☐ Judicial Review (810) | ☐ Foreign Judgment (710) | ☐ Magistrate-Civil (910) |
| ☐ Habeas Corpus (530) | ☐ Relief (820) | ☐ Magistrate's Judgment (720) | ☐ Magistrate-Criminal (920) |
| ☐ Other (599) | ☐ Permanent Injunction (830) | ☐ Minor Settlement (730) | ☐ Municipal (930) |
| | ☐ Forfeiture-Petition (840) | ☐ Transcript Judgment (740) | ☐ Probate Court (940) |
| | ☐ Forfeiture-Consent Order (850) | ☐ Lis Pendens (750) | ☐ SCDOT (950) |
| | ☐ Other (899) | ☐ Transfer of Structured | ☐ Worker's Comp (960) |
| | | ☐ Settlement Payment Rights | ☐ Zoning Board (970) |
| | | Application (760) | ☐ Public Service Commission (990) |
| | | ☐ Confession of Judgment (770) | ☐ Employment Security Comm (991) |
| | | ☐ Petition for Workers | |
| | | Compensation Settlement | |
| | | Approval (780) | |
| | | ☐ Other (799) | ☐ Other (999) |
| Special/Complex/Other | | | |
| ☐ Environmental (600) | ☐ Pharmaceuticals (630) | | |
| ☐ Automobile Arb. (610) | ☐ Unfair Trade Practices (640) | | |
| ☐ | | | |
| ☐ Medical (620) | ☐ Out-of-State Deposition (650) | | |
| ☐ Other (699) | ☐ Motion to Quash Subpoena in
an Out-of-County Action (660) | | |
| | ☐ Sexual Predator (610) | | |

Submitting Party Signature:

Laura Barr

Date: 7/24/14

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Nationstar v. Lowery

Appellate Case No.

2015-002253

Exhibit 4 Pg 3 of 14

FOR MANDATED ADR COUNTIES ONLY

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens (Family Court Only), Richland, Spartanburg, Sumter, Union, Williamsburg, and York.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code § 15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals;
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference had been concluded.

011227-01447

Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 4 Pg 4 of 14

STATE OF SOUTH CAROLINA

YORK COUNTY

PHH Mortgage Corporation,
Plaintiff

vs.

Norman D. Lowery;
Defendant.

IN THE CIRCUIT COURT FOR THE
SIXTEENTH
JUDICIAL CIRCUIT

2014CP4603394
CERTIFICATE OF EXEMPTION
FROM ADR

DOCKET NO.

I certify that this action is exempt from ADR because:

- ☐ this is a special proceeding or action seeking extraordinary relief such as mandamus, habeas corpus of prohibition;
- ☐ this action is appellate in nature;
- ☐ this is a post-conviction relief matter;
- ☐ this is a contempt of court proceeding;
- ☐ this is forfeiture proceeding brought by the State;
- ☒ this is a case involving a mortgage foreclosure; or
- ☐ the parties submitted the case to voluntary mediation with a certified mediator prior to the filing of this action.

FILED-RECEIVED
2014 JUL 25 PM 12:13
DAVID H. NELSON
CLERK OF COURT
YORK COUNTY, SC

Laura R. Baer
Plaintiff/Attorney(s) for Plaintiff(s)

Robert P. Davis (SC Bar #74030), Vance L. Brabham, III (SC Bar #71250), Andrew W. Montgomery (SC Bar #79893), Andrew A. Powell (SC Bar #100210), J. Pamela Price (SC Bar #014336), Laura R. Baer (SC Bar #101076), H. Guyton Murrell (SC Bar #064134), John J. Hearn (SC Bar #6635), Kevin T. Brown (SC Bar #064236), Ashley M. Wheeling-Goodson (SC Bar #101423)

Rogers Townsend & Thomas, PC

220 Executive Center Drive, Suite 109
Post Office Box 100200
Columbia, SC 29202
(803) 744-4444

Defendant/Attorney(s) for Defendant(s)

Date: July 24, 2014

011227-01447

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 4 Pg 5 of 14

STATE OF SOUTH CAROLINA

COUNTY OF YORK

PHH Mortgage Corporation,

Plaintiff,

v.

Norman D. Lowery;

Defendant(s).

(011227-01447)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

2014CP4602394

SUMMONS

(NON-JURY)

FORECLOSURE OF REAL ESTATE

MORTGAGE

Deficiency Judgment Waived

2014 JUL 25 PM 12:13

FILED-RECEIVED

DAVID H. HILL
CLERK OF COURT
COURT OF COMMON PLEAS
YORK COUNTY
SOUTH CAROLINA

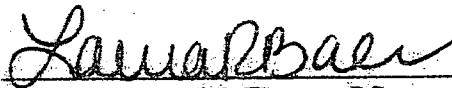
TO THE DEFENDANT(S) ABOVE NAMED:

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

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

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

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



Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Robert P. Davis (SC Bar #74030)

Andrew W. Montgomery (SC Bar #79893)

J. Pamela Price (SC Bar # 014336)

H. Guyton Murrell (SC Bar # 064134)

Kevin T. Brown (SC Bar # 064236)

Ashley M. Wheeling-Goodson (SC Bar # 101423)

Vance L. Brabham, III (SC Bar #71250)

Andrew A. Powell (SC Bar #100210)

Laura R. Baer (SC Bar # 101076)

John J. Hearn (SC Bar # 6635)

220 Executive Center Drive
Columbia, SC 29210

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

Columbia, South Carolina
July 24, 2014

STATE OF SOUTH CAROLINA

COUNTY OF YORK

PHH Mortgage Corporation,

Plaintiff,

v.

Norman D. Lowery,

Defendant(s).

(011227-01447)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

2014CP4602394

COMPLAINT

(NON-JURY)

FORECLOSURE OF REAL ESTATE
MORTGAGE

Deficiency Judgment Waived

FILED-RECEIVED
2014 JUL 25 PM 12:13

DAVID J. HAMILTON
CLERK OF COURT

Plaintiff alleges:

GENERAL ALLEGATIONS

1. This is an action for the foreclosure of a mortgage upon certain real estate in York County, South Carolina.
2. Pursuant to S.C. Code Section 33-15-101(b)(8) Plaintiff is a corporation or other legal entity collecting debts and / or enforcing mortgages, security interests or other rights in property securing debts.
3. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.
4. The Plaintiff's servicing agent for the mortgage loan described in this foreclosure action is participating in the Home Affordable Modification Program ("HMP"), but the subject loan is not eligible for modification because the loan is a Veterans Administration loan which is not eligible for HMP as contemplated under the Administrative Order issued by the Supreme Court of South Carolina on May 22, 2009.
5. The premises covered and affected by the said mortgage and by the foreclosure thereof is described as follows:

All that certain piece, parcel, or lot of land, lying, being and situate in Kings Mountain Township, County of York, State of South Carolina and being shown and designated as Lot #1 containing 3.00 acres upon

Nationstar v. Lowery

Appellate Case No.

2015-002253

Exhibit 4 Pg 8 of 14

plat entitled "Property of James E. Ogden and Marian C. Ogden" prepared by John Quinn Hall, RLS dated July 19, 2000, revised April 15, 2002 and recorded in the Office of the Clerk of Court for York County, SC in Plat Book C188 at Page 8, which plat is incorporated herein by reference, and having such metes, bounds, courses, and distances as by reference to said plat will more fully appear.

This also includes a mobile/manufactured home: 1999 Palm Harbor Homes VIN#: PH3312482

This being the same property conveyed to Norman D. Lowery by deed of James E. Ogden and Marian C. Ogden, dated July 13, 2010 and recorded July 15, 2010 in Book 11495 at Page 53 in the Office of the Clerk of Court for York County.

Property Address: 727 Sweet Meadow Ln
Clover, SC 29710

TMS# 355-00-00-092

6. Some lien on or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.

7. The Defendant(s) herein described as judgment creditors have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of South Carolina Code Section 15-35-840.

8. Based upon a search of the public records of York County, all persons or entities having an interest or lien or possible claim in or upon the mortgaged premises subordinate to the lien of the Plaintiff as of the date and time of the filing of the Lis Pendens herein have been made defendants.

9. South Carolina Department of Motor Vehicles is a governmental agency of the State of South Carolina and is responsible for issuing Certificates of Title for mobile/manufactured homes in this State.

10. Pursuant to the terms of the Mortgage and applicable state law, Plaintiff requests the Mortgage be foreclosed and that the property be sold at public auction in accordance with law, subject to any liens for taxes, special assessments of record against such property, and existing easements or restrictions of record.

11. The hereinafter named Defendant(s) may have some interest in or lien upon the premises covered by the Mortgage set forth below, or some part thereof, but that such interests or liens are junior and subsequent to the lien of the Plaintiff's Mortgage, or, if specified below, have been paid in full and either should be satisfied of record or the lien released from the subject real estate. Said liens or interests are of record in the Office of the RMC or Clerk of Court of the aforesaid county and are described as follows:

A. None.

FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment that Mobile/Manufactured Home is Subject to the Lien of Plaintiff's Mortgage)

12. The Plaintiff incorporates the allegations of Paragraphs I-III herein.

13. Heretofore, on or about July 13, 2010, Norman D. Lowery made, executed and delivered a certain Fixed Rate Note ("Note") in the principal sum of \$95,000.00, payable in monthly installments.

14. In order to secure the payment of the Note according to the terms and conditions thereof, Norman D. Lowery made, executed and delivered unto Mortgage Electronic Registration Systems, Inc. as nominee for Coldwell Banker Mortgage, its successors and assigns (MIN# 100020071169278699) a certain real estate mortgage ("Mortgage") covering the previously described property and any and all improvements to the property, including but not limited to a mobile/manufactured home:

15. The Mortgage was signed, witnessed and probated July 13, 2010; thereafter the Mortgage was recorded in the Office of the RMC/ROD for York County on July 15, 2010, in Mortgage Book 11495 at Page 56. This Mortgage was subsequently assigned to the Plaintiff herein by assignment dated April 24, 2013 and recorded May 6, 2013 in Book 13395 at Page 245.

16. Upon information and belief, there sits upon the realty which is described above a mobile/manufactured home described as a 1999 Palm Harbor Homes bearing VIN#PH3312482.

17. Upon information and belief, when Norman D. Lowery applied for a mortgage loan from Plaintiff or Plaintiff's predecessor-in-interest Mortgage Electronic Registration Systems, Inc. as nominee for Coldwell Banker Mortgage, its successors and assigns (MIN# 100020071169278699), Norman D. Lowery represented that (s)he owned or was purchasing all the property which is the subject of this litigation and that (s)he was willing to execute a mortgage upon the entire property, that is the realty described herein and all improvements thereon, that is the mobile/manufactured home to secure the mortgage loan.

18. In reliance upon the representations of Norman D. Lowery, the property, including the mobile/manufactured home, was appraised and, in reliance upon the appraised value of the entire property, a mortgage loan was extended to Norman D. Lowery with the intent that the loan would be secured by a purchase money first mortgage loan upon the realty described herein and all improvements thereon, including the mobile/manufactured home.

19. That, to evidence the parties' intention that the loan would be secured by all of the property of Norman D. Lowery located at 727 Sweet Meadow Ln, Clover, SC 29710, including the mobile/manufactured home, on or about July 13, 2010, the Defendant Norman D. Lowery executed a mortgage, in which (s)he mortgaged to Mortgage Electronic Registration Systems, Inc. as nominee for

Nationstar v. Lowery

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2015-002253

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Coldwell Banker Mortgage, its successors and assigns (MIN# 100020071169278699) the realty which is described herein, and which includes any improvements located thereon.

20. The relationship between Norman D. Lowery and Mortgage Electronic Registration Systems, Inc. as nominee for Coldwell Banker Mortgage, its successors and assigns (MIN# 100020071169278699), Borrower and Lender, respectively, is such that a reasonable person would expect Mortgage Electronic Registration Systems, Inc. as nominee for Coldwell Banker Mortgage, its successors and assigns (MIN# 100020071169278699) to require that its loan be secured by a mortgage upon all of Norman D. Lowery property, including the mobile/manufactured home, and that a reasonable person would expect Norman D. Lowery to mortgage all of the property, including the mobile/manufactured home, in exchange for receiving the mortgage loan.

21. Because Norman D. Lowery and Mortgage Electronic Registration Systems, Inc. as nominee for Coldwell Banker Mortgage, its successors and assigns (MIN# 100020071169278699), in furtherance of their relationship as Borrower and Lender, respectively, intended for the mobile/manufactured home to secure the mortgage loan to Norman D. Lowery, the Plaintiff is informed and believes that, pursuant to S.C. Code Ann. § 15-53-20, et seq., it is entitled to a declaratory judgment that the mobile/manufactured home is an improvement to the property which is the subject of this action and that it is subject to the lien of the Plaintiff's mortgage.

FOR A SECOND CAUSE OF ACTION
(Foreclosure of Mortgage)

22. The Plaintiff incorporates the allegations of Paragraphs 1-21 herein.

23. This cause of action is for the foreclosure of the Mortgage described above.

24. Heretofore, on or about July 13, 2010, Norman D. Lowery made, executed and delivered a certain Fixed Rate Note ("Note") in the principal sum of \$95,000.00, payable in monthly installments.

25. In order to secure the payment of the Note according to the terms and conditions thereof, Norman D. Lowery made, executed and delivered unto Mortgage Electronic Registration Systems, Inc. as nominee for Coldwell Banker Mortgage, its successors and assigns (MIN# 100020071169278699) a certain real estate Mortgage covering the previously described property and any and all improvements to the property, including but not limited to a mobile/manufactured home:

26. The Mortgage was signed, witnessed and probated July 13, 2010; thereafter the Mortgage was recorded in the Office of the RMC/ROD for York County on July 15, 2010, in Mortgage Book 11495 at Page 56. This Mortgage was subsequently assigned to the Plaintiff herein by assignment dated April 24, 2013 and recorded May 6, 2013 in Book 13395 at Page 245.

27. The Mortgage evidences and secures the repayment of money advanced by Plaintiff

or its predecessor in interest to, or on behalf of, the mortgagor(s) and constitutes a purchase money first lien on the mortgaged premises.

28. Any notice required by the terms of the Note and Mortgage or by state or federal laws has been given to the applicable Defendant(s).

29. After all payments received by the Plaintiff have been credited to the subject loan, the loan is in default and due for January 1, 2013, and the conditions of the Note and Mortgage have been broken. Plaintiff elects to and does declare the entire balance of said indebtedness due and payable, and that there is due on the Note and Mortgage as of January 1, 2013, the principal sum of \$91,831.74, with interest from December 1, 2012, advances, late charges, and also for the costs and disbursements of this action, including attorney's fees.

30. Pursuant to the terms of the Mortgage, Plaintiff has employed counsel to prosecute this action and a reasonable value of services of counsel in this action is such sum as the Court may find appropriate.

31. Plaintiff may be forced to pay sums for taxes and insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

32. Plaintiff's right to a personal or deficiency judgment pursuant to South Carolina Code Sections 29-3-650 and 29-3-660 is expressly waived.

WHEREFORE, having fully set forth its Complaint, Plaintiff prays that this Honorable Court inquire into the matters and set forth herein and:

(1) Direct the RMC/ROD to annotate the public records to reflect ownership of the Mortgage in the Plaintiff.

(2) Ascertain and determine the amount due upon the Note and Mortgage held by Plaintiff together with attorney's fees and costs of this action.

(3) Grant a declaratory judgment to the Plaintiff pursuant to S.C. Code Ann. § 15-53-20, et seq., declaring that the mobile/manufactured home of Defendant(s) is an improvement to the property which is the subject of this action and is therefore subject to the lien of the Plaintiff's mortgage.

(4) Declare Plaintiff's Mortgage a purchase money first lien and render judgment of foreclosure for the amount so found to be due and owing thereon, together with any ad valorem taxes or insurance premiums which may be due and have been advanced by the Plaintiff, with reasonable attorney's fees, and for the costs of this action.

(5) Pursuant to S.C. Code Ann. § 56-19-390, order the South Carolina

Department of Motor Vehicles to issue a Certificate of Title to the mobile/manufactured home to the successful purchaser of the subject property at the foreclosure sale herein or its successors or assigns.

(6) Order the reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

(7) Appoint a Receiver to collect the rents, issues, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.

(8) Under the direction of this Court, sell the mortgaged premises, bar any equity of redemption, and apply the proceeds of sale as follows:

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

Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with attorney's fees as aforesaid; and

Third, to the distribution of any surplus pursuant to Rule 71, SCRPC.

(9) Issue an order directing the Sheriff of York County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property should the same become necessary.

(10) Order such other and further relief as may be just and proper.



Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Robert P. Davis (SC Bar #74030)

Andrew W. Montgomery (SC Bar #79893)

J. Pamela Price (SC Bar # 014336)

H. Guyton Murrell (SC Bar # 064134)

Kevin T. Brown (SC Bar # 064236)

Ashley M. Wheeling-Goodson (SC Bar # 101423)

Vance L. Brabham, III (SC Bar #71250)

Andrew A. Powell (SC Bar #100210)

Laura R. Baer (SC Bar # 101076)

John J. Hearn (SC Bar # 6635)

220 Executive Center Drive
Columbia, SC 29210

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

Columbia, South Carolina
July 24, 2014

NOTICE

1. As of July 10, 2014, you owe \$104,336.51. Because of interest, late charges, attorney fees and other charges that vary from day to day, the amount due on the day you pay may be greater.
2. PHH Mortgage Corporation is the Creditor to whom the debt is owed. PHH Mortgage Corporation is the servicing agent for the Creditor to whom the debt is owed.
3. The debt described in this notice will be assumed to be valid by the Creditor's law firm unless you, the Consumer, within thirty (30) days after the receipt of this notice, dispute the validity of the debt or any portion thereof.
4. If you, the Consumer, notify the Creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt, and a copy of the verification will be mailed to you, the Consumer, by the Creditor's law firm.
5. If the Creditor named in this notice is different from the original Creditor, and if you, the Consumer, make a written request to the Creditor's law firm within the (30) days from the receipt of this notice, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.
6. This notice should not be construed as a thirty (30) day grace period. If, in writing, you dispute the debt or any portion thereof or if, in writing, you request the name and address of the original creditor within the thirty (30) day period that begins with your receipt of this notice, the law requires the Creditor's law firm to suspend its efforts (through litigation or otherwise) to collect the debt until the Creditor's law firm mails the requested information to you.
7. This notice pertains to your dealings with the Creditor's law firm as a debt collector. It does not affect your dealings with the court, and in particular it does not change the time at which you must answer the complaint. The summons attached to the complaint is a command from the court, not from the Creditor's law firm, and you must follow its instructions even if you dispute the validity or amount of the debt. The advice in this notice also does not affect the Creditor's law firm's relations with the court. The Creditor's law firm may file papers in any such suit according to the court's rules and the judge's instructions.
8. This is an attempt to collect a debt, and any information obtained will be used for that purpose. The information provided in paragraphs 1 and 2 above has been provided to us by the Creditor or Servicer. If you have previously received a discharge in bankruptcy, this notice is not and should not be construed as an attempt to collect a debt but only as an attempt to enforce a lien.



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220 Executive Center Drive
Columbia, SC 29210

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

Exhibit 4 pg 14 of 14

EXHIBIT:

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01227-01181

201300214889
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON, CLERK OF COURTS
05-06-2013 At 10:22 am
ASSIGNMENT 6.00
DR Vol 13395 Page 245 - 245

ASSIGNMENT OF MORTGAGE/ DEED OF TRUST

Return To: ROGERS, TOWNSEND & THOMAS PC
220 EXECUTIVE CENTER DRIVE SUITE 109
COLUMBIA, SC 29201

This Instrument Prepared By: Sherri Klish
PHH Mortgage Corporation
1 Mortgage Way, Mt. Laurel, NJ 08054

Task ID: LOGAST

MIN # [REDACTED]
MERS Phone: 1-888-679-6377

For Value Received, Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for COLDWELL BANKER MORTGAGE, its successors and assigns whose address is PO Box 2026, Flint, Michigan 48501-2026, hereby assigns and transfers to PHH MORTGAGE CORPORATION, its successors and assigns, whose address is 1 MORTGAGE WAY, MT. LAUREL, NJ 08054, all its right, title and interest in and to a certain Mortgage / Deed of Trust executed by NORMAN D LOWERY, and bearing the date of 07/13/2010, and recorded on 07/15/2010 in the office of the recorder of YORK County, State of SC, in Book, Volume, or Liber No. 11495, at page 56 or as No. 201000106144 in the amount of \$25000.00.
Property Address: 727 SWEET MEADOW LN LN CLOVER SC 29710

Signed on 04/24, 2013

[Signature]
Witness: Joshua Dawson
[Signature]
Witness: Irma Y. Cruz

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS)
as nominee for COLDWELL BANKER MORTGAGE

By: [Signature]
Amber Mooney-Assistant Secretary

State of New Jersey, County of Burlington,
On 4-24, 2013, before me, Rebecca L. Seaman, a notary public in and for said State, personally appeared Amber Mooney- ASSISTANT SECRETARY, of Mortgage Electronic Registration Systems, Inc, as nominee for COLDWELL BANKER MORTGAGE personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

REBECCA L. SEAMAN
NOTARY PUBLIC OF NEW JERSEY
ID # 2424214
My Commission Expires 8/22/2017

Nationstar v. Lowery
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2015-002253

EX 13395P80245

Exhibit 5



Recording Requested By:
Nationstar Mortgage

When Recorded Return To:

DOCUMENT ADMINISTRATION
Nationstar Mortgage
8950 CYPRESS WATERS BLVD
COPPELL, TX 75018

2015002253141
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON, CLERK OF COURTS
01-04-2015 at 10:58 am.
ASSIGNMENT
001501 14909 Page 397 - 397

CORPORATE ASSIGNMENT OF MORTGAGE

York, South Carolina
SELLER'S SERVICING [REDACTED] LOWERY"

Date of Assignment: May 12th, 2015
Assignor: PHH MORTGAGE CORPORATION BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT at
8950 CYPRESS WATERS BLVD, COPPELL, TX 75019
Assignee: NATIONSTAR MORTGAGE LLC at 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067

Executed By: NORMAN D LOWERY, AN UNMARRIED MAN To: MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC. AS NOMINEE FOR COLDWELL BANKER MORTGAGE
Date of Mortgage: 07/13/2010 Recorded: 07/15/2010 in Book/Real/Liber: 11495 Page/Folio: 55 as Instrument No.:
201000106144 in the County of York, State of South Carolina.

Property Address: 727 SWEET MEADOW LANE, CLOVER, SC 29710

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of
which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said
Mortgage having an original principal sum of \$95,000.00 with interest, secured thereby, and the full benefit of all the
powers and of all the covenants and provisions therein contained, and the said Assignor hereby grants and conveys
unto the said Assignee, the Assignor's interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the
terms contained in said Mortgage.

PHH MORTGAGE CORPORATION BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT
On 05/12/2015

By: [Signature]
WILLIAM VIANA, Assistant Secretary

WITNESS
[Signature]
VALENCIA METCALF

WITNESS

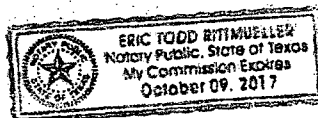
[Signature]
JUSTIN MOON

STATE OF Texas
COUNTY OF Dallas

On MAY 12 2015, before me, ERIC TODD RITTMUELLER, a Notary Public in and for Dallas in the State of
Texas, personally appeared WILLIAM VIANA, Assistant Secretary, personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by
his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal,

[Signature]
ERIC TODD RITTMUELLER
Notary Expires: 10/09/2017



(This area for notarial seal)

NRNRNATT05/12/2015 09:17:07 AM NATT01NATTAD00000000000000097523 SCYORK 0223008493 SCSTATE_MORTG_ASSIGN_ASGN "SC" INCLNOT

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit

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Instrument
2015002253141
Vol Page
14909 397

Manufactured Home Appraisal Report

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address **727 Sweet Meadow Ln** City **CLOVER** State **S.C.** Zip Code **29710-8840**
 Borrower **ANY QUALIFIED VETERAN** Owner of Public Record **JAMES & MARIAN OGDEN** County **YORK**

Legal Description **OFF CREEK ROAD LOT 1 (3AC) DB/PG 3221/31 PB/PG C168/8**
 Assessor's Parcel # **355-00-00-092** Tax Year **2009** R.E. Taxes \$ **227.33**
 Neighborhood Name **SWEET MEADOW LANE** Map Reference **16740** Census Tract **0815.01**

Occupant ☒ Owner ☐ Tenant ☐ Vacant Project Type (if applicable) ☐ PUD ☐ Condominium ☐ Cooperative ☐ Other (describe)
 Special Assessments \$ **0.00** HOA \$ **N/A** per year ☐ per month ☐

Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
 Assignment Type ☒ Purchase Transaction ☐ Refinance Transaction ☐ Other (describe)

Lender/Client **DEPARTMENT OF VETERAN AFFAIRS** Address **INTENDED USER-ANY VA APPROVED LENDER**
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☒ Yes ☐ No
 Report data source(s) used, offering price(s), and date(s). **MLS, RINEHART REALTY LAKE WYLIE, 9/18/09, DOM 250, \$99,900**

Manufactured homes located in either a condominium or cooperative project require the appraiser to inspect the project and complete the Project Information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.
☒ I did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. **TYPICAL CONTRACT. SALES PRICE \$95,000 CONTRACT DATE 5/26/2010**

Contract Price \$ **95,000** Date of Contract **5/26/2010** Is the property seller the owner of public record? ☒ Yes ☐ No Data Source(s) **TAX CARD**
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☒ No
 If Yes, report the total dollar amount and describe the items to be paid.

☐ I did ☒ I did not analyze the manufacturer's invoice. Explain the results of the analysis of the manufacturer's invoice or why the analysis was not performed.
NOT AVAILABLE

Retailer's Name (New Construction) **N/A**

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		Manufactured Housing Trends			Manufactured Housing		Present Land Use %	
Location ☐ Urban ☐ Suburban ☒ Rural	Property Values ☐ Increasing ☒ Stable ☐ Declining	PRICE	AGE	One-Unit	60 %			
Built-Up ☐ Over 75% ☒ 25-75% ☐ Under 25%	Demand/Supply ☐ Shortage ☒ In Balance ☐ Over Supply	\$ (000)	(yrs)	2-4 Unit	%			
Growth ☐ Rapid ☒ Stable ☐ Slow	Marketing Time ☐ Under 3 mths ☒ 3-6 mths ☐ Over 6 mths	50	Low	Multi-Family	%			
Neighborhood Boundaries THE SUBJECT NEIGHBORHOOD BOUNDARIES ARE AS FOLLOWS:		150	High	Commercial	%			
NORTH-HWY 55 WEST-HWY 321 SOUTH-YORK TOWNSHIP EAST-HWY 49		100	Pred.	Other	VAC40 %			

Neighborhood Description **SUBJECT PROPERTY IS CLOSE TO SCHOOLS, SHOPPING AND RECREATION. HAS GOOD MARKET APPEAL.**
THE MAIN TRAFFIC ARTERY IN THE AREA IS HWY 321. THERE WERE NO ADVERSE CONDITIONS OBSERVED THAT WOULD EFFECT THE MARKET VALUE OF THE PROPERTY. THIS IS A COMPLETE SUMMARY APPRAISAL REPORT.
 Market Conditions (including support for the above conclusions) **I HAVE CONSIDERED RELEVANT COMPETITIVE LISTING/CONTRACT OFFERINGS IN PERFORMING THIS APPRAISAL AND ANY TREND INDICATED BY THE DATA IS SUPPORTED BY THE LISTING/OFFERING INFORMATION INCLUDED IN THIS REPORT.**

Dimensions **222 X 479 X 280** Area **3 AC** Shape **IRREGULAR** View **RESIDENTIAL**
 Specific Zoning Classification **RUD** Zoning Description **RURAL DEVELOPMENT**
 Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)
 Is the highest and best use of subject property as improved for as proposed per plans and specifications the present use? ☒ Yes ☐ No If No, describe: **N/A**

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements - Type	Public	Private
Electricity	☒		Water	☒ INDIVIDUAL WELL	Street ASPHALT	☒	
Gas			Sanitary Sewer	☒ SEPTIC	Alley NONE		

FEMA Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone **X** FEMA Map # **45091C0185E** FEMA Map Date **9/28/2008**
 Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe

Is the site size, shape and topography generally conforming to and acceptable in the market area? ☒ Yes ☐ No If No, explain

Is there adequate vehicular access to the subject property? ☒ Yes ☐ No If No, describe

Is the street properly maintained? ☒ Yes ☐ No If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe

THERE WERE NO ADVERSE EASEMENTS OR ENCROACHMENTS OBSERVED. THE UTILITY OF THE SUBJECT'S SITE IS COMPARABLE TO TYPICAL SITES IN THIS AREA. WELL AND SEPTIC SYSTEMS ARE COMMON IN THE AREA. NO ORDORS, STANDING WATER NOR ANY OTHER DEFECT IN THE SEPTIC SYSTEM WAS OBSERVED. THERE IS NO PUBLIC WATER OR SEWER IN A 2 MILE RADIUS.
 The HUD Data Plate/Compliance Certificate is located on the interior of the subject and contains, among other things, the manufacturer's name, trade/model name, year manufactured and serial number. The HUD Certification Label is located on the exterior of each section of the home.
 Is the HUD Data Plate/Compliance Certificate attached to the dwelling? ☒ Yes ☐ No If Yes, identify the location. If No, provide the data source(s) for the HUD Data Plate/Compliance Certificate information. **RIGHT REAR ON ADDITION AND RIGHT REAR ON MAIN SECTION**
 Is a HUD Certification Label attached to the exterior of each section of the dwelling? ☒ Yes ☐ No If No, provide the data source(s) for the HUD Certification Label #'s

Manufacturer's Serial # (s) / VIN # (s) **PF3312-462**
 HUD Certification Label # (s) **PP3573923** Date of Manufacture **1999**
 Manufacturer's Name **PALM HARBOR** Trade/Model **464-T**
 Do the Wind, Roof Load, and Thermal Zones meet the minimum HUD requirements for the location of the subject property? ☒ Yes ☐ No If No, explain

Nationstar v. Lowery

Appellate Case No. 08-March 2005

2015-002253

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Fannie Mae Form 100

Form 1004C - "WinTOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Exhibit

PLAINTIFF'S
EXHIBIT

3 of 5

Manufactured Home Appraisal Report

File # [REDACTED]

General Description		Foundation		Exterior Description		Material/condition		Interior		Material/condition																			
# of Units ☒ One ☐ Additions	☐ Poured Concrete ☐ Concrete Runners	☒ Skirting	BRICK/A	Floors	CPT/VINYL/A	# of Stories ☒ 1 ☐ 2 ☐ Other	☒ Block & Pier ☐ Other-as. description	Exterior Walls	VINYL/A	Walls	DWA																		
Design (Style) MANUFACT/A	☒ Full Basement ☐ Partial Basement	Roof Surface	FG/A	Trim/Finish	WOOD/A	# of Sections ☐ 1 ☒ 2 ☐ 3	Basement Area	N/A sq.ft.	Guets & Downspouts	NONE	Bath Floor	VINYL/A																	
☐ Other	Basement Finish	N/A %	Window Type	VIN/DH/A	Bath Wainscot	FIBER/A	Outside Entry/Exit	Sump Pump	Storm Sash/Insulated	STORM/ALL/A	Car Storage	☒ None																	
Type ☒ Det. ☐ Att. ☐ S-Det/End Unit	Evidence of ☐ Indestation	NONE NTD	Screens	YES/A	Driveway	# of Cars 2	☒ Existing ☐ Proposed ☐ Under Const.	Dampness	Settlement	INSULATED/A	Driveway Surface	GRAVEL																	
Year Built 1999 Effective Age (Yrs) 10	Year Built 1999 Effective Age (Yrs) 10	Year Built 1999 Effective Age (Yrs) 10	Year Built 1999 Effective Age (Yrs) 10	Year Built 1999 Effective Age (Yrs) 10	Year Built 1999 Effective Age (Yrs) 10	Year Built 1999 Effective Age (Yrs) 10	Year Built 1999 Effective Age (Yrs) 10	Year Built 1999 Effective Age (Yrs) 10	Year Built 1999 Effective Age (Yrs) 10	Year Built 1999 Effective Age (Yrs) 10	Year Built 1999 Effective Age (Yrs) 10	Year Built 1999 Effective Age (Yrs) 10																	
Appliances Refrigerator ☒ Range/Oven ☒ Dishwasher ☒ Disposal ☐ Microwave ☐ Washer/Dryer ☒ Other (describe) FAN HOOD	Finished area above grade contains: 5 Rooms 3 Bedrooms 2 Bath(s) 1,943 Square Feet of Gross Living Area Above Grade	Describe any additions or modifications (decks, rooms, remodeling, etc.) FIREPLACE IS VENTED																											
Appraiser's Name: N/A Date Installed: 1999 Model Year: 1999 Is the manufactured home attached to a permanent foundation system? ☒ Yes ☐ No If No, describe the foundation system and the manner of attachment. Have the towing hitch, wheels, and axles been removed? ☒ Yes ☐ No If No, explain Is the manufactured home permanently connected to a septic tank or sewage system and other utilities? ☒ Yes ☐ No If No, explain Does the dwelling have sufficient gross living area and room dimensions to be acceptable to the market? ☒ Yes ☐ No If No, explain Additional features (special energy efficient items, non-ready items, etc.) N/A The appraiser must rate the quality of construction for the subject unit based on objective criteria (such as N.A.D.A. Manufactured Housing Appraisal Guide®, Marshall & Swift Residential Cost Handbook®, or other published cost service). The appraiser must also report the source used for this quality of construction rating determination. Quality ☐ Poor ☐ Fair ☒ Average ☐ Good ☐ Excellent Identify source of quality rating INSPECTION Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.) NO REPAIRS OBSERVED Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe Provide adequate information for the lender/buyer to replicate the below cost figures and calculations. Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)																													
ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW Source of cost data Effective date of cost data Quality rating from cost service <table border="1"> <thead> <tr> <th>OPINION OF SITE VALUE</th> <th>Effective date of cost data</th> <th>Quality rating from cost service</th> </tr> </thead> <tbody> <tr> <td>Section One 1,943 Sq. ft. @ \$</td> <td>\$</td> <td>X = Sq. ft.</td> </tr> <tr> <td>Section Two Sq. ft. @ \$</td> <td>\$</td> <td>X = Sq. ft.</td> </tr> <tr> <td>Section Three Sq. ft. @ \$</td> <td>\$</td> <td>X = Sq. ft.</td> </tr> <tr> <td>Section Four Sq. ft. @ \$</td> <td>\$</td> <td>X = Sq. ft.</td> </tr> <tr> <td>Total Gross Living Area:</td> <td></td> <td>Sq. ft.</td> </tr> </tbody> </table> Other Data Identification N.A.D.A. Data Identification info: Edition: 6th Year: 1999 Sub-total: \$ MH State: Region: Size: ft. x ft. Cost Multiplier (if applicable): s Gray pg. White pg. Black SVS pg. Modified Sub-total: 15 years and older Conversion Chart pg. Yellow pg. Physical Depreciation or Condition Modifier: Functional Obsolescence (not used for N.A.D.A.): External Depreciation or State Location Modifier: Delivery, Installation, and Setup (not used for N.A.D.A.): \$ Other Depreciated Site Improvements: \$ Market Value of Subject Site (as supported above): \$ indicated Value by Cost Approach: \$ Estimated Remaining Economic Life (HUD and VA only) 50 Years Summary of Cost Approach THE COST APPROACH WAS NOT RELEVANT OR NECESSARY TO MAKE A VALUE DETERMINATION ON THIS PROPERTY.												OPINION OF SITE VALUE	Effective date of cost data	Quality rating from cost service	Section One 1,943 Sq. ft. @ \$	\$	X = Sq. ft.	Section Two Sq. ft. @ \$	\$	X = Sq. ft.	Section Three Sq. ft. @ \$	\$	X = Sq. ft.	Section Four Sq. ft. @ \$	\$	X = Sq. ft.	Total Gross Living Area:		Sq. ft.
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Section Four Sq. ft. @ \$	\$	X = Sq. ft.																											
Total Gross Living Area:		Sq. ft.																											

National Manufactured Home Economic Life: 50 YEARS

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Fannie Mae Form 1004C March 2005

Form 1004C — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Exhibit 5 Pg 4 of 11

Manufactured Home Appraisal Report

There are 5 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 90,011 to \$ 99,900	
There are 2 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 90,000 to \$ 84,000	
FEATURE	SUBJECT
Address	727 Sweet Meadow Ln CLOVER, S.C. 29710-6840
Proximity to Subject	6 MILES SOUTH
Sale Price	\$ 95,000
Sale Price/Gross Liv. Area	\$ 48.89 sq.ft.
Manufactured Home	☒ Yes ☐ No
Data Source(s)	MLS DOM 40
Verification Source(s)	COUNTY RECS
VALUE ADJUSTMENTS	DESCRIPTION DESCRIPTION +(-) \$ Adjustment
Sales or Financing	CC-3500
Concessions	CONV
Date of Sale/Time	6/2/10
Location	RURAL
Leasehold/Fee Simple	Fee Simple
Site	3 AC
View	RES/A
Design (Style)	MANUFACT/A
Quality of Construction	VINYL/A
Actual Age	A11 E10
Condition	AVERAGE
Above Grade	Total Rooms Baths
Room Count	5 3 2
Gross Living Area	1,943 sq.ft.
Basement & Finished	N/A
Rooms Below Grade	N/A
Functional Utility	AVERAGE
Heating/Cooling	FWA/CEN.
Energy Efficient Items	IG
Garage/Carport	NONE
Porch/Patio/Deck	PORCH
FIREPLACE	FP
FENCE	NONE
OTHER	WKSP 13X26
Net Adjustment (Total)	\$ 5,200
Adjusted Sale Price	Net Adj. 5.8 %
of Comparables	Gross Adj. 14.7 %

I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data source(s) MLS/FILES/COUNTY RECORDS

My research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data source(s) MLS/FILES/COUNTY RECORDS

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 4).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer	8/3/2000	7/9/91	7/25/99	9/5/06
Price of Prior Sale/Transfer	1.00	1.00	19,500	145,000
Data Source(s)	COUNTY RECS	COUNTY RECS	COUNTY RECS	COUNTY RECS
Effective Date of Data Source(s)	06/10	06/10	06/10	06/10

Analysis of prior sale or transfer history of the subject property and comparable sales. THE SUBJECT PROPERTY WAS PURCHASED BY JAMES AND MARIAN OGDEN FROM BILLY & SHIRLEY OGDEN ON 8/3/2000 FOR 1.00. THE COMPS HAVE NOT SOLD IN THE LAST 12 MONTHS PRIOR TO RECENT SALE PER COUNTY RECS.

Summary of Sales Comparison Approach: ALL COMPS ARE FARTHER THAN NORMAL FROM THE SUBJECT AND COMP 3 IS AN OLDER SALE BUT THIS IS COMMON RURAL YORK COU. WHERE MANUFACTURED SALES ARE FEW. THE AGE ADJUSTMENT IS 1% PER YEAR OF THE EFFECTIVE AGE AND THE GLA ADJUSTMENT IS 15.00 PER SQ. F.

Indicated Value by Sales Comparison Approach \$ 96,000

Indicated Value by: Sales Comparison Approach \$ 96,000

Cost Approach \$ N/A

Income Approach (if developed) \$ N/A

THE MARKET APPROACH IS THE BEST INDICATOR OF VALUE.

This appraisal is made ☒ "as is," ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 96,000, which is the date of inspection and the effective date of this appraisal.

National Appraisal Case No. 6/7/2010

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Fannie Mae Form 1004C March 2005

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Exhibit

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Manufactured Home Appraisal Report

ASSIGNED 06/04/2010

LIST TO SALE RATIO IS 99.2%

AVERAGE DAYS ON MARKET IS 95 AVG QUARTER DOM IS 90-120 DAYS

THERE IS NO KNOWN PREVELANCE OF UNSUAL SELLER FINANCING CONCESSIONS OR BUYDOWNS THAT IMPACT THE MARKET.
THE MARKET TREND IS STABLE BASED ON ASSESSMENT OF THE TREND IN TIME FROM LISTING TO SALE.

ADDITIONAL COMMENTS

INCOME APPROACH TO VALUE (not required by Fannie Mae.)

Estimated Monthly Market Rent \$ N/A X Gross Rent Multiplier N/A = \$ N/A Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

THE PROPERTY IS NOT AN INCOMING PRODUCING PROPERTY SO AN

INCOME APPROACH IS NOT NECESSARY

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project

Total number of phases

Total number of units

Total number of units sold

Total number of units rented

Total number of units for sale

Data source(s)

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data source(s)

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

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Fannie Mae Form 1004C March 2005

Manufactured Home Appraisal Report

File [REDACTED]

This report form is designed to report an appraisal of a one-unit manufactured home; including a manufactured home in a planned unit development (PUD). A Manufactured home located in either a condominium or cooperative project requires the appraiser to inspect the project and complete the project information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Nationstar v. Lowery

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Fannie Mae Form 1004C March 2005

2015-002253

Form 1004C — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Exhibit 5 Pg 7 of 11

Manufactured Home Appraisal Report

File [REDACTED]

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I also developed the cost approach to value as support for the sales comparison approach. I have adequate comparable market and cost data to develop reliable sales comparison and cost approaches for this appraisal assignment. I further certify that I considered the income approach to value but did not develop it, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage, loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Nationsstar V. Lowery

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Manufactured Home Appraisal Report

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

JAMES F. BOWMAN, CG-156

Signature

Name James F. Bowman

State Certified General

Company Name BASIC REAL ESTATE SERVICES

Company Address 224 Oakland Ave., Rock Hill, SC 29730

Telephone Number (803) 328-6251

Email Address jim.bowman@basicrealestate.net

Date of Signature and Report 6/7/2010

Effective Date of Appraisal 6/7/2010

State Certification # CG-156

or State License #

or Other

State SC

Expiration Date of Certification or License 6/30/2010

ADDRESS OF PROPERTY APPRAISED

727 Sweet Meadow Ln

CLOVER, S.C. 29710-8840

APPRAISED VALUE OF SUBJECT PROPERTY \$ 98,000

LENDER/CLIENT

Name

Company Name DEPARTMENT OF VETERAN AFFAIRS

Company Address INTENDED USER-ANY VA APPROVED

LENDER

Email Address

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature

Name

Company Name

Company Address

Telephone Number

Email Address

Date of Signature

State Certification #

or State License #

State

Expiration Date of Certification or License

SUBJECT PROPERTY

☐ Did not inspect subject property☐ Did inspect exterior of subject property from street

Date of Inspection

☐ Did inspect interior and exterior of subject property

Date of Inspection

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street☐ Did inspect exterior of comparable sales from street

Date of Inspection

Nationstar v. Lowery

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Fannie Mae Form 1004C March 2005

STATE OF SOUTH CAROLINA

COUNTY OF YORK

Nationstar Mortgage LLC,

Plaintiff,

v.

Norman D. Lowery,

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 14-CP-46-2394

AFFIDAVIT OF VERIFIED STATEMENT OF
ACCOUNT
Deficiency Judgment Waived

(013225-03514)

BEFORE ME an officer authorized to take oaths this day personally appeared Darla Duncan of
Nationstar Mortgage, LLC (Nationstar), who, being first duly sworn, deposes and says:
document execution

1. I am authorized to sign this affidavit as a(n) specialist of Nationstar
Mortgage LLC (Nationstar).

2. Nationstar services and maintains records for the loan that is secured by the mortgage being
foreclosed in this action in its capacity as PHH Mortgage Corporation's servicer. As part of my job responsibilities
for Nationstar, I am familiar with the type of records maintained by Nationstar in connection with the loan.

3. I have personal knowledge of the facts in this affidavit based upon a review of Nationstar's
business records, and the information in this affidavit is taken from Nationstar's business records. I have personal
knowledge of Nationstar's procedures for creating the records maintained by Nationstar in connection with the loan.
They are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge
of the information in the business record, or from information transmitted by persons with personal knowledge; (b)
made and kept in the usual and ordinary course of Nationstar's regularly conducted business activities; and (c)
created by Nationstar as regular practice.

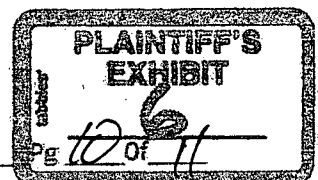
4. Before the servicing of this loan transferred to Nationstar, PHH Mortgage Corporation (Prior
Servicer) was the servicer for the loan and it maintained the loan servicing records. When Nationstar began
servicing this loan, Prior Servicer's records for the loan were integrated and boarded into Nationstar's systems, such
that Prior Servicer's records, including the collateral file, payment histories, communication logs, default letters,
information, and documents concerning the Loan are now integrated into Nationstar's business records. Nationstar
maintains quality control and verification procedures as part of the boarding process to ensure the accuracy of the
boarded records. It is the regular business practice of Nationstar to integrate prior servicers' records into Nationstar's
business records and to rely upon those boarded records in providing its loan servicing functions. These Prior
Servicer records have been integrated and are relied upon by Nationstar as part of Nationstar's business records.

5. I have reviewed the portions of Nationstar's business records that reflect the amounts due on the
loan. They show Norman D. Lowery defaulted, and the business records show amounts due on the loan through
July 6, 2015 are due and unpaid. The amounts total \$114,026.76 and consist of the following:

013225-03514-1 Lowery
Nationstar v. Lowery
14-CP-46-2394
Appellate Case No.
2015-002253

Exhibit

5



Principal Balance \$91,831.74
Interest Total \$12,818.85

from December 1, 2012 to July 6, 2015 at 5.375%

Per Diem at \$13.52

Pre-acceleration Late Charges	\$0.00
Property Tax Advances	\$2,083.33
Hazard Insurance Advances	\$2,803.84
MIP/PMI	\$0.00
Total Property Inspection Fees	\$60.00
Property Preservation Expenses	\$78.00
Prior Foreclosure Fees	\$4,351.00
Escrow Balance Credit	\$0.00
Credits	\$0.00
Other	\$0.00
Payment Advance - Principal/Interest/Escrow	\$0.00
Total	\$114,026.76

FURTHER AFFIANT SAYETH NOT.

[Signature] 8/18/15
Printed Name: Darla Duncan
document execution specialist
Title 8/18/15
Date

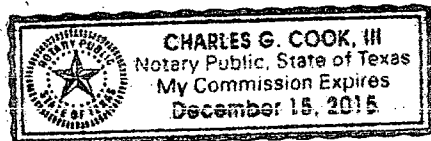
State of Texas

County of Denton

Darla Duncan Sworn to and subscribed before me on the 18 day of August, 2015 by

(NOTARY SEAL)

Charles G. Cook III
Signature of Notary Public



013225-03514 - Lowery
Nationstar v. Lowery
14-CP-46-2394
Appellate Case No.
2015-002253

Exhibit 5 Pg 11 of 11

EXHIBIT:

6

STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS
MOTION INFORMATION FORM
AND COVER SHEET
CASE NO. 14-CP-46-2394

PHH Mortgage Corporation ☒ Plaintiff
v.
Norman D. Lowery; ☐ Defendant

Check box above indicating submitting party

name, S.C. Bar no. and address of plaintiff's attorney
Robert P. Davis (SC Bar #74030); Andrew W. Montgomery (SC Bar #79893); H.
Guyton Murrell (SC Bar # 064134); John J. Hearn (SC Bar # 6635); Kevin T. Brown (SC
Bar # 064236); Nikole Haliwanger (SC Bar # 70491); Jason D. Wyman (SC Bar #
100271)
220 Executive Center Drive, Suite 109, Columbia, SC 29210
telephone: 803-744-4444 fax: 803-343-7013

name, S.C. Bar no. and address of Defendant's
attorney
telephone: fax:
email: other:

- ☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
☒ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
☐ PROPOSED ORDER/CONSENT ORDER (Complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: _____
Estimated Time Needed: _____ Court Reporter Needed: YES/NO

SECTION II: Motion Type

- ☐ Written motion attached
☒ Form Motion —

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for Plaintiff/Defendant

September 15, 2015
Date submitted

SECTION III: Motion Fee

- ☒ PAID —AMOUNT: \$ 25.00
☐ EXEMPT: ☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
☐ Other:

2015 SEP 28 AM 9:30

JUDGE'S SECTION

- ☐ Motion Fee to be paid upon filing of the attached order.
☐ Other

CODE: _____ Date: _____

JUDGE _____

CLERK'S VERIFICATION

Date Filed: _____

Collected by: MS
(print name)

- ☒ MOTION FEE COLLECTED: \$ 25.00
☐ CONTESTED —AMOUNT DUE: _____

SCCA/233 (12/2009) 013225-03514

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 6 Pg 1 of 40

STATE OF SOUTH CAROLINA

COUNTY OF YORK

PHH Mortgage Corporation,

Plaintiff,

v.

Norman D. Lowery;

Defendant(s).

(013225-03514)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 14-CP-46-2394

ORDER SUBSTITUTING PLAINTIFF

Deficiency Judgment Waived

2015 SEP 28 AM 9:30
JVS

WHEREAS, PHH Mortgage Corporation, brought the above styled action to foreclose a mortgage lien on property more fully described in the Complaint;

AND WHEREAS, it appearing to the court that Nationstar Mortgage LLC has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest by the assignment dated May 12, 2015 and recorded on June 4, 2015 in Book 14909 at Page 307,

THEREFORE, IT IS ORDERED, pursuant to Rule 17(a) of the South Carolina Rules of Civil Procedure and for good cause indicated that:

(1) Nationstar Mortgage LLC shall be and is hereby substituted as Plaintiff and as the real party in interest and that PHH Mortgage Corporation, shall be dismissed without prejudice; and

(2) This order amends such caption of the Lis Pendens, Summons and Complaint ab initio so that no re-service of the Summons and Complaint upon the other parties shall be necessary

AND IT IS ORDERED:



S. Jackson Kimball, III
Master in Equity for York County

York, South Carolina

9/23, 2015.

STATE OF SOUTH CAROLINA

COUNTY OF YORK

Nationstar Mortgage LLC,

Plaintiff,

v.

Norman D. Lowery;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 14-CP-46-2394

2015 OCT 23 AM 9:53

RECORD OF HEARING
(Pursuant to Rule 71, SCRCP)
Deficiency Judgment Waived

(013225-03514)

Pursuant to the Order of Reference granted in the above entitled cause, a reference was held herein on September 23, 2015 at 09:30 AM, before The Honorable S. Jackson Kimball, III.

Plaintiff's attorney is Andrew Matys. The following Defendant(s)/Person(s) appeared at the hearing: Norman Lowery.

According to the Complaint filed herein, the Note and Mortgage are in default.

The original Lis Pendens was filed on July 25, 2014.

Affidavits, Acceptances of Service, or Orders of Publication are filed herein and show that service of the Summons and Complaint was properly made upon all Defendant(s).

Pursuant to Rule 55(a), SCRCP, an affidavit or certificate showing the Defendant(s) Norman D. Lowery is in default and that the Defendant(s) Norman D. Lowery is not in the Military Service of the United States of America, as contemplated under The Service Members Civil Relief Act, 50 U.S.C. app. § 501 et. seq. was or will be filed herein.

Pursuant to Administrative Order 2011-05-02-01 of the South Carolina Supreme Court, the attorney for the Plaintiff has certified that the property that is the subject of this action is not owner-occupied; or that a Notice of Foreclosure Intervention was served on the Mortgagor(s) as defined by said Administrative Order, more than thirty days has passed since the service of said Notice, and the Mortgagor(s) has failed, refused, or voluntarily elected not to participate in any foreclosure intervention process.

Plaintiff's attorney presented or will present copies of the following documents:

1. Affidavit of Attorney Fees
2. Affidavit of Costs

Nationstar v. Lowery
Appellate Case No.
2015-002253

The following documents are attached hereto and incorporated herein as exhibits:

1. Notice of Hearing and Certificate of Mailing
2. Promissory Note(s)
3. Mortgage(s)
4. Assignment(s) of Mortgage
5. Proof of Mobile/Manufactured Home
6. Evidence of Debt Amount

Plaintiff established the total debt amount secured by the Note and mortgage is \$119,256.84. Plaintiff established that the Note is in default for failure to make the January 1, 2013 and all subsequent payments.

Plaintiff is seeking the usual foreclosure of the purchase money first mortgage and has in the Complaint (or subsequently thereto in writing) expressly waived the right to a personal or deficiency judgment.

Plaintiff asks that the mortgage be foreclosed, that the property be sold at public auction in accordance with law, and that the sale be made subject to taxes and assessments, existing easements or restrictions, and any other senior encumbrances.

York, South Carolina

September 23, 2015 at 09:30 AM.



ROGERS TOWNSEND
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200 (29202)
220 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803.744.4444 F 803.343.7013
WWW.RTT-LAW.COM

August 31, 2015

Norman D. Lowery
727 Sweet Meadow Ln
Clover, SC 29710

Re: PHH Mortgage Corporation vs. Norman Lowery
Case No. 14-CP-46-2394; York County
Our File No. 013225-03514

Dear Sir or Madam:

A foreclosure hearing has been set in the above-referenced matter for September 23, 2015 at 09:30 AM before the Honorable S. Jackson Kimball, III, Master in Equity for York County, at:

**Master's Office, 1 North Congress Street
York, SC 29745**

Pursuant to S.C. Code Ann. § 14-11-110 (as amended), the Plaintiff's attorney will submit written testimony on behalf of the Plaintiff at the hearing listed above.

Sincerely,

Paralegal for:

Robert P. Davis (SC Bar #74030)
H. Guyton Murrell (SC Bar # 064134)
Kevin T. Brown (SC Bar # 064236)
Jason D. Wyman (SC Bar # 100271)

Andrew W. Montgomery (SC Bar #79893)
John J. Hearn (SC Bar # 6635)
Nikole Haltiwanger (SC Bar # 70491)

220 Executive Center Drive
Columbia, SC 29210

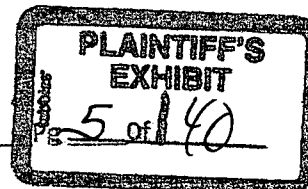
Post Office Box 100200 (29202)
(803) 744-4444

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit

6



STATE OF SOUTH CAROLINA

COUNTY OF YORK

PHH Mortgage Corporation,

Plaintiff,

v.

Norman D. Lowery;

Defendant(s).

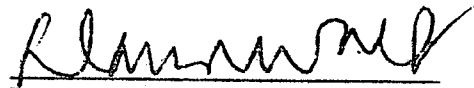
IN THE COURT OF COMMON PLEAS

DOCKET NO. 14-CP-46-2394

CERTIFICATE OF MAILING
Deficiency Judgment Waived

(013225-03514)

I am an employee of the law offices of Rogers Townsend and Thomas, PC, attorneys for Plaintiff, do hereby certify that I have mailed a copy of the Notice of Hearing, which is attached hereto and incorporated herein by reference, dated August 31, 2015 and in connection with the above-referenced case, by mailing a copy of the same by United States mail, postage prepaid, to each of the Addressees, listed on the Notice of Hearing and in separate envelopes, at each of their respective addresses shown thereon, this September 1, 2015.



Dawn Walton
Michelle King
Christy McCutchen
Matt Kilpatrick

Loan Number [REDACTED]

NOTE

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

July 13, 2010
[Date]

CLOVER
[City]

South Carolina
[State]

727 SWEET MEADOW LANE LANE, CLOVER, SC 29710
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U S \$ 95,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender The Lender is Coldwell Banker Mortgage.

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid I will pay interest at a yearly rate of 5.375 %.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the 01st day of each month beginning on September 1st, 2010 I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal If, on August 1st, 2040 I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date"

I will make my monthly payments at 1 Mortgage Way Mount Laurel, NJ 08054
or at a different place if required by the Note Holder

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 531.98

4. BORROWER'S RIGHT TO PREPAY

The Borrower shall have the right to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or \$100.00, whichever is less Any Prepayment in full of the indebtedness shall be credited on the date received, and no interest may be charged thereafter. Any partial Prepayment made on other than an installment due date need not be credited until the next following installment due date or 30 days after such Prepayment, whichever is earlier

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Amended for Veterans Affairs

Form 3200 1/01

Amended 6/00

5G (0212) 01

VMP MORTGAGE FORMS - (800) 521-7200

Page 1 of 3

Initials *ML*

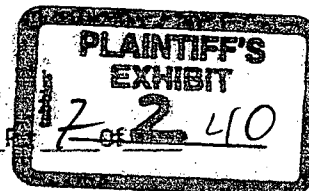
Nationstar v. Lowery

Appellate Case No.

2015-002253

Exhibit

6



5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.00% of my overdue payment. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. ALLONGE TO THIS NOTE

If an allonge providing for payment adjustments or for any other supplemental information is executed by the Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge

☐ Other [Specify]

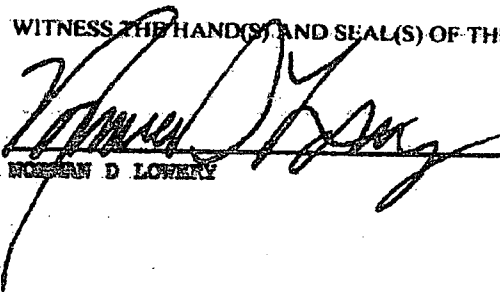
☐ Other [Specify]

11. UNIFORM SECURED NOTE

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

Regulations (38 C.F.R. Part 36) issued under the Department of Veterans Affairs ("VA") Guaranteed Loan Authority (38 U.S.C. Chapter 37) and in effect on the date of loan closing shall govern the rights, duties and liabilities of the parties to this loan and any provisions of this Note which are inconsistent with such regulations are hereby amended and supplemented to conform thereto.

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



NORMAN D. LOWERY (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

Return To:

Coldwell Banker Mortgage
9700 Bissonnet Street, Suite
#1500, HOUSTON, TX 77036

201000106144
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON, CLERK OF COURTS
07-15-2010 At 02:49 PM.
MORTGAGE 24.00
OR Vol 11495 Page 56 - 73

Prepared By:

Tina Mosely, Coldwell Banker
Mortgage
1 Mortgage Way Mount Laurel, NJ
08054

(Space Above This Line For Recording Data)

MORTGAGE

MIN

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated July 13, 2010 together with all Riders to this document.

(B) "Borrower" is NORMAN D LOWERY, AN UNMARRIED MAN

Borrower is the mortgagor under this Security Instrument.

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

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

8A(SC) (0011)

Page 1 of 15

Initials: *AM*

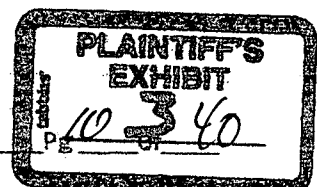
VMP Mortgage Solutions, Inc.

Nationstar v. Lowery
Appellate Case No.
2015-002253

BK11495 P00056

Exhibit

6



(D) "Lender" is Coldwell Banker Mortgage

Lender is a Corporation
organized and existing under the laws of New Jersey
Lender's address is 1 Mortgage Way Mount Laurel, NJ 08054

(E) "Note" means the promissory note signed by Borrower and dated July 13, 2010
The Note states that Borrower owes Lender Ninety-Five Thousand Dollars and Zero Cents
Dollars

(U.S. \$ 95,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than August 1st, 2040

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

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

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

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

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

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

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

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

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

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

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

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

in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

Tax Map #3550000092

This mortgage encompasses the land and its improvements which consist of a Manufactured Home dwelling that is permanently affixed to the land and is a part of the real property. Said improvements are further described in Schedule A of the Title (see attached). The unit was manufactured by (Palm Harbor) in (1999) with a model name of (464-F). The unit is comprised of approximately (1943) square feet of living space. The HUD Data Plate Serial Number is (PF3312-462) with Certification Label Number (PP3573923)

Being the same premises conveyed to the mortgagors herein by deed being recorded simultaneously herewith; this being a purchase money mortgage given to secure the purchase price of the above described premises.

Parcel ID Number:

which currently has the address of

727 SWEET MEADOW LANE LANE
CLOVER

[City] , South Carolina 29710

[Street]

[Zip Code]

("Property Address"):

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

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

SOUTH CAROLINA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

SA(SC) (0811)

Page 3 of 16

Initials: MM

Form 3041 1/01

Nationstar v. Lowery
Appellate Case No.
2015-002253

BK11495 P00058

Exhibit 6 Pg 12 of 40

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

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

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

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

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

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

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

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

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in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing, or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

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

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

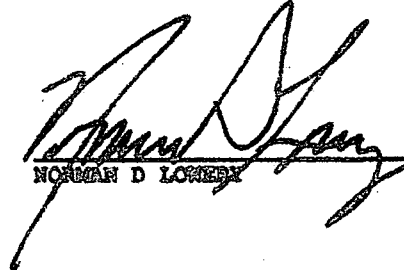
25. **Waiver of Appraisal Rights.** The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in Section 12-37-250 of the South Carolina Code of Laws.

26. **Future Advances.** The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Chausma Holt

 (Seal)
NORMAN D LOWERY -Borrower



____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

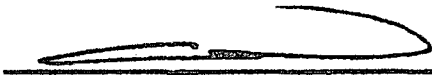
____ (Seal)
-Borrower

STATE OF SOUTH CAROLINA, YORK
I, W.M. Brice, III
NORMAN D LOWERY

County ss:
do hereby certify that

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

Witness my hand and official seal this 13th day of July, 2010


Notary Public for South Carolina

My Commission Expires: 3.25.15

SOUTH CAROLINA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
6A(8C) (0811)

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Initials: MBL

Form 3041 1/01

Nationstar v. Lowery
Appellate Case No.
2015-002253

BK 11495 PGO070

Exhibit 6 Pg 24 of 40

All that certain piece, parcel, or lot of land, lying, being and situate in Kings Mountain Township, County of York, State of South Carolina and being shown and designated as Lot #1 containing 3.00 acres upon plat entitled "Property of James E. Ogden and Marian C. Ogden" prepared by John Quinn Hall, RLS dated July 19, 2000, revised April 15, 2002 and recorded in the Office of the Clerk of Court for York County, SC in Plat Book C188 at page 8, which plat is incorporated herein by reference, and having such metes, bounds, courses, and distances as by reference to said plat will more fully appear.

DERIVATION: This being a portion of the real property conveyed to Norman D. Lowery by deed of James E. Ogden and Marian C. Ogden recorded July 15, 2010 in Book 11495 at page 53, RMC Office for York County, SC.

(LOWERY.N062010/LOWERY.N062010/7)

Nationstar v. Lowery
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2015-002253

BK-11495 PG0071

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Loan #
Case #

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this 13th day of July, 2010, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to Coldwell Banker Mortgage (herein "Lender") and covering the Property described in the Security Instrument and located at 727 SWEET MEADOW LANE, CLOVER, SC 29710

(Property Address)

VA GUARANTEED LOAN COVENANT: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 18 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

LATE CHARGE: At Lender's option, Borrower will pay a "late charge" not exceeding four per centum (4%) of the overdue payment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER
CM538R1 (09.02.08)ac

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BN 11495 P00072

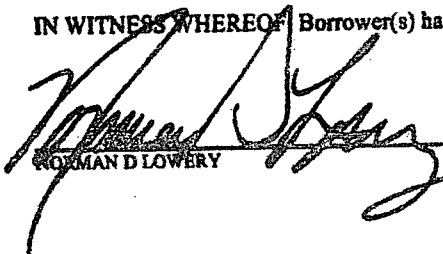
Exhibit 6 Page 26 of 40

(a) **ASSUMPTION FUNDING FEE:** A fee equal to one-half of one percent (.5%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

(b) **ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

(c) **ASSUMPTION INDEMNITY LIABILITY:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF Borrower(s) has executed this VA Guaranteed Loan and Assumption Policy Rider.



NORMAN D LOWERY -Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

011227-01181

201300214889
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON, CLERK OF COURTS
05-06-2013 At 10:22 a.m.
ASSIGNMENT 6.00
OR Vol 13395 Page 245 - 245

ASSIGNMENT OF MORTGAGE/ DEED OF TRUST

Return To: ROGERS, TOWNSEND & THOMAS PC
220 EXECUTIVE CENTER DRIVE SUITE 109
COLUMBIA, SC 29201

This Instrument Prepared By: Sherri Klish
PHH Mortgage Corporation
1 Mortgage Way, Mt. Laurel, NJ 08054

Task ID: LOGAST

MIN # [REDACTED]
MERS Phone: 1-888-679-6377

For Value Received, Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for COLDWELL BANKER MORTGAGE, its successors and assigns whose address is PO Box 2026, Flint, Michigan 48501-2026, hereby assigns and transfers to PHH MORTGAGE CORPORATION, its successors and assigns, whose address is 1 MORTGAGE WAY, MT. LAUREL, NJ 08054, all its right, title and interest in and to a certain Mortgage / Deed of Trust executed by NORMAN D. LOWERY, and bearing the date of 07/13/2010, and recorded on 07/13/2010 in the office of the recorder of YORK County, State of SC, in Book, Volume, or Liber No. 11493, at page 56 or as No. 201000106144 in the amount of \$95000.00
Property Address: 727 SWEET MEADOW LN LN CLOVER SC 29710

Signed on 04/24, 2013

[Signature]
Witness: Joshua D. [Signature]
[Signature]
Witness: Irma F. Cruz

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS)
as nominee for COLDWELL BANKER MORTGAGE

By: [Signature]
Amber Mooney-Assistant Secretary

State of New Jersey, County of Burlington,
On 4-24, 2013, before me, Rebecca L. Seaman, a notary public in and for said State, personally appeared Amber Mooney, ASSISTANT SECRETARY, of Mortgage Electronic Registration Systems, Inc, as nominee for COLDWELL BANKER MORTGAGE personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

REBECCA L. SEAMAN
NOTARY PUBLIC OF NEW JERSEY
ID # 2424214
My Commission Expires 07/27/2017

Nationstar v. Lowery
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2015-002253

OK 13395P00245

Exhibit 6



Document Vol Page
20150330161 14909 337

Manufactured Home Appraisal Report

File [REDACTED]

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 727 Sweet Meadow Ln City CLOVER State S.C. Zip Code 29710-8840
 Borrower ANY QUALIFIED VETERAN Owner of Public Record JAMES & MARIAN OGDEN County YORK
 Legal Description OFF CABB ROAD LOT 1 (3AC) DB/PG 3221/31 PB/PG C188/8
 Assessor's Parcel # 355-00-00-092 Tax Year 2009 R.E. Taxes \$ 227.33
 Neighborhood Name SWEET MEADOW LANE Map Reference 16740 Census Tract 0615.01
 Occupant ☒ Owner ☐ Tenant ☐ Vacant Project Type (if applicable) ☐ PUD ☐ Condominium ☐ Cooperative ☐ Other (describe)
 Special Assessments \$ 0.00 HOA \$ N/A ☐ per year ☐ per month
 Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
 Assignment Type ☒ Purchase Transaction ☐ Refinance Transaction ☐ Other (describe)
 Lender/Client DEPARTMENT OF VETERAN AFFAIRS Address INTENDED USER-ANY VA APPROVED LENDER
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☒ Yes ☐ No
 Report data source(s) used, offering price(s), and date(s). MLS, RINEHART REALTY LAKE WYLIE, 9/18/09, DOM 250, \$99,900

Manufactured homes located in either a condominium or cooperative project require the appraiser to inspect the project and complete the Project Information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

I ☒ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. TYPICAL CONTRACT. SALES PRICE \$95,000 CONTRACT DATE 5/26/2010

Contract Price \$ 95,000 Date of Contract 5/26/2010 Is the property seller the owner of public record? ☒ Yes ☐ No Data Source(s) TAX CARD
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☒ No
 If Yes, report the total dollar amount and describe the items to be paid.

I ☐ did ☒ did not analyze the manufacturer's invoice. Explain the results of the analysis of the manufacturer's invoice or why the analysis was not performed.
 NOT AVAILABLE
 Retailer's Name (New Construction) N/A

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		Manufactured Housing Trends			Manufactured Housing		Present Land Use %	
Location	☐ Urban ☐ Suburban ☒ Rural	Property Values	☐ Increasing ☒ Stable ☐ Declining	PRICE	AGE	One-Unit	60 %	
Build-Up	☐ Over 75% ☒ 25-75% ☐ Under 25%	Demand/Supply	☐ Shortage ☒ In Balance ☐ Over Supply	\$ (000)	(yrs)	2-4 Unit	%	
Growth	☐ Rapid ☒ Stable ☐ Slow	Marketing Time	☐ Under 3 mths ☒ 3-6 mths ☐ Over 6 mths	50	Low	Multi-Family	%	
Neighborhood Boundaries THE SUBJECT NEIGHBORHOOD BOUNDARIES ARE AS FOLLOWS:				150	High	Commercial	%	
NORTH-HWY.55.WEST-HWY.321.SOUTH-YORK TOWNSHIP.EAST-HWY.49.				100	Pred.	Other	VAC40 %	

Neighborhood Description SUBJECT PROPERTY IS CLOSE TO SCHOOLS, SHOPPING AND RECREATION. HAS GOOD MARKET APPEAL.
 THE MAIN TRAFFIC ARTERY IN THE AREA IS HWY. 321. THERE WERE NO ADVERSE CONDITIONS OBSERVED THAT WOULD EFFECT THE MARKET VALUE OF THE PROPERTY. THIS IS A COMPLETE SUMMARY APPRAISAL REPORT
 Market Conditions (including support for the above conclusions) I HAVE CONSIDERED RELEVANT COMPETITIVE LISTING/CONTRACT OFFERINGS IN PERFORMING THIS APPRAISAL AND ANY TREND INDICATED BY THE DATA IS SUPPORTED BY THE LISTING/OFFERING INFORMATION INCLUDED IN THIS REPORT.

Dimensions 222 X 479 X 280 Area 3 AC Shape IRREGULAR View RESIDENTIAL
 Specific Zoning Classification RUD Zoning Description RURAL DEVELOPMENT
 Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)
 Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe N/A

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site improvements - Type	Public	Private
Electricity	☒		Water	☒ INDIVIDUAL WELL	Street ASPHALT	☒	
Gas	☐		Sanitary Sewer	☒ SEPTIC	Alley NONE	☐	

FEMA Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone X FEMA Map # 45091C0165E FEMA Map Date 9/26/2008
 Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe

Is the site size, shape and topography generally conforming to and acceptable in the market area? ☒ Yes ☐ No If No, explain

Is there adequate vehicular access to the subject property? ☒ Yes ☐ No If No, describe

Is the street property maintained? ☒ Yes ☐ No If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe
 THERE WERE NO ADVERSE EASEMENTS OR ENCROACHMENTS OBSERVED. THE UTILITY OF THE SUBJECT'S SITE IS COMPARABLE TO TYPICAL SITES IN THIS AREA. WELL AND SEPTIC SYSTEMS ARE COMMON IN THE AREA. NO ORDORS, STANDING WATER NOR ANY OTHER DEFECT IN THE SEPTIC SYSTEM WAS OBSERVED. THERE IS NO PUBLIC WATER OR SEWER IN A 2 MILE RADIUS

The HUD Data Plate/Compliance Certificate is located on the interior of the subject and contains, among other things, the manufacturer's name, trade/model name, year manufactured and serial number. The HUD Certification Label is located on the exterior of each section of the home.
 Is the HUD Data Plate/Compliance Certificate attached to the dwelling? ☒ Yes ☐ No If Yes, identify the location. If No, provide the data source(s) for the HUD Data Plate/Compliance Certificate information. RIGHT REAR ON ADDITION AND RIGHT REAR ON MAIN SECTION
 Is a HUD Certification Label attached to the exterior of each section of the dwelling? ☒ Yes ☐ No If No, provide the data source(s) for the HUD Certification Label #'s

Manufacturer's Serial #(s)/VIN #(s) PF3312-482
 HUD Certification Label #(s) PP3573923
 Manufacturer's Name PALM HARBOR Trade/Model 484-T Date of Manufacture 1999
 Do the Wind, Roof Load, and Thermal Zones meet the minimum HUD requirements for the location of the subject property? ☒ Yes ☐ No If No, explain

Nationstar Lowery

Appellate Case No. Freddie Mac Form 708 March 2005

2015-002253

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Fannie Mae Form 1004

Form 1004C — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Exhibit

Pg. 86

PLAINTIFF'S
EXHIBIT

Of 348

Manufactured Home Appraisal Report

General Description		Foundation		Exterior Description		Interior	
# of Units ☒ One ☐ Additions	☐ Poured Concrete ☐ Concrete Runners	Skirting	BRICK/A	Floors	CPT/VINYL/A		
# of Stories ☒ 1 ☐ 2 ☐ Other	☒ Block & Pier ☐ Other-ent. description	Exterior Walls	VINYL/A	Walls	DWA		
Design (Style) MANUFACT/A	☐ Full Basement ☐ Partial Basement	Roof Surface	FG/A	Trim/Finish	WOOD/A		
# of Sections ☐ 1 ☒ 2 ☐ 3	Basement Area N/A sq.ft.	Gutters & Downspouts	NONE	Bath Floor	VINYL/A		
☐ Other	Basement Finish N/A	Window Type	VIN/DH/A	Bath Wainscot	FIBER/A		
Type ☒ Det. ☐ Att. ☐ S-Det/End Unit	☐ Outside Entry/Exit ☐ Sump Pump	Storm Sash/Insulated	STORM/MALL/A	Car Storage	☒ None		
☒ Existing ☐ Proposed ☐ Under Const.	Evidence of ☐ Infestation NONE NTD	Screens	YES/A	☒ Driveway # of Cars 2			
Year Built 1999 Effective Age (Yrs) 10	☐ Dampness ☐ Settlement	Doors	INSULATED/A	Driveway Surface	GRAVEL		
Attic ☒ None	Heating ☒ FWA ☐ HWB ☐ Radiant	Amendments	☐ Woodstove(s) #	Garage # of Cars			
☐ Drop Stair ☐ Stairs	☐ Other Fuel ELECTRIC	☒ Fireplaces # 1	☐ Fence	Carport # of Cars			
☐ Floor ☐ Scuttle	Cooling ☒ Central Air Conditioning	☐ Patio/Deck	☒ Porch	Attached ☐ Detached			
☐ Finished ☐ Heated	☐ Individual ☐ Other	☐ Pool	☒ Other WORKSH	Built-in			
Appliances ☐ Refrigerator ☒ Range/Oven ☒ Dishwasher ☐ Disposal ☐ Microwave ☐ Washer/Dryer ☒ Other (describe) FAN HOOD							
Finished area above grade contains: 5 Rooms 3 Bedrooms 2 Bath(s) 1,943 Square Feet of Gross Living Area Above Grade							
Describe any additions or modifications (decks, rooms, remodeling, etc.) FIREPLACE IS VENTED							
Installer's Name N/A Date Installed 1999 Model Year 1999							
Is the manufactured home attached to a permanent foundation system? ☒ Yes ☐ No If No, describe the foundation system and the manner of attachment.							
Have the towing hitch, wheels, and axles been removed? ☒ Yes ☐ No If No, explain							
Is the manufactured home permanently connected to a septic tank or sewage system and other utilities? ☒ Yes ☐ No If No, explain							
Does the dwelling have sufficient gross living area and room dimensions to be acceptable to the market? ☒ Yes ☐ No If No, explain							
Additional features (special energy efficient items, non-ready items, etc.) N/A							
The appraiser must rate the quality of construction for the subject unit based on objective criteria (such as N.A.D.A. Manufactured Housing Appraisal Guide®, Marshall & Swift Residential Cost Handbook®, or other published cost service). The appraiser must also report the source used for this quality of construction rating determination.							
Quality ☐ Poor ☐ Fair ☒ Average ☐ Good ☐ Excellent Identify source of quality rating INSPECTION							
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.) NO REPAIRS OBSERVED							
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe							
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe							
Provide adequate information for the lender/client to replicate the below cost figures and calculations.							
Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)							
ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW							
Source of cost data		Effective date of cost data		Quality rating from cost service			
OPINION OF SITE VALUE				Exterior Dimensions of the Subject Unit			
Section One	1,943 Sq. ft. @ \$	\$		X	=	Sq. ft.	
Section Two	Sq. ft. @ \$	\$		X	=	Sq. ft.	
Section Three	Sq. ft. @ \$	\$		X	=	Sq. ft.	
Section Four	Sq. ft. @ \$	\$		X	=	Sq. ft.	
		\$		Total Gross Living Area: Sq. ft.			
		\$		Other Data Identification			
Sub-total: \$		N.A.D.A. Data Identification Info: Edition Mo: Yr:					
Cost Multiplier (if applicable): x		MH State: Region: Size: ft. x ft.					
Modified Sub-total:		Gray pg. White pg. Black SVS pg.					
Physical Depreciation or Condition Modifier:		15 years and older Conversion Chart pg. Yellow pg.					
Functional Obsolescence (not used for N.A.D.A.):		Comments					
External Depreciation or State Location Modifier:							
Delivery, Installation, and Setup (not used for N.A.D.A.): \$							
Other Depreciated Site Improvements: \$							
Market Value of Subject Site (as supported above): \$							
Indicated Value by Cost Approach: \$		Estimated Remaining Economic Life (HJ0 and VA only) 50 Years					
Summary of Cost Approach THE COST APPROACH WAS NOT RELEVANT OR NECESSARY TO MAKE A VALUE DETERMINATION ON THIS PROPERTY.							
REMAINING ECONOMIC LIFE: 50 YEARS							

National Manufactured Home Appraisal

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Fannie Mae Form 1004C March 2005

Manufactured Home Appraisal Report

Fic [REDACTED]

There are 5 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 90,011 to \$ 99,900

There are 2 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 90,000 to \$ 94,000

FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Address	727 Sweet Meadow Ln CLOVER, S.C. 29710-6840	1065 TURKEY CREEK ROAD YORK, S.C. 29745	2345 KINGSBURY ROAD YORK, S.C. 29745	731 O'MALLEY'S CT CLOVER, S.C. 29710
Proximity to Subject		6 MILES SOUTH	2 MILES EAST	6 MILES NORTH
Sale Price	\$ 95,000	\$ 90,000	\$ 89,900	\$ 106,500
Sale Price/Gross Liv. Area	\$ 48.89 sq.ft.	\$ 46.30 sq.ft.	\$ 59.93 sq.ft.	\$ 54.93 sq.ft.
Manufactured Home	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No
Data Source(s)	MLS DOM 40	MLS DOM 227	MLS DOM 348	
Verification Source(s)	COUNTY RECS	COUNTY RECS	COUNTY RECS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing	CC-3500	CC-0	CC-0	CC-0
Concessions	CONV	OWNER	FHA	FHA
Date of Sale/Time	6/2/10	2/15/10	7/7/09	7/7/09
Location	RURAL	RURAL	RURAL	RURAL
Leasehold/Fee Simple	Fee Simple	FEE	FEE	FEE
Site	3 AC	5 AC	2.4 AC	2.4 AC
View	RES/A	RES/A	RES/A	RES/A
Design (Style)	MANUFACT/A	MANUFACT/A	MANUFACT/A	MANUFACT/A
Quality of Construction	VINYLA	VINYL	VINYL	VINYL
Actual Age	A11 E10	A38 E18	A11 E10	A12 E5
Condition	AVERAGE	AVERAGE	AVERAGE	AVERAGE
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths
Room Count	5 3 2	5 2 2	5 3 3	7 4 2
Gross Living Area	1,943 sq.ft.	1,944 sq.ft.	1,500 sq.ft.	1,937 sq.ft.
Basement & Finished	N/A	N/A	N/A	N/A
Rooms Below Grade	N/A	N/A	N/A	N/A
Functional Utility	AVERAGE	AVERAGE	AVERAGE	AVERAGE
Heating/Cooling	FWA/CEN.	FWA/CEN.	FWA/CEN.	FWA/CEN.
Energy Efficient Items	IG	IG	IG	IG
Garage/Carport	NONE	1 CAR CP	2 CAR GAR	NONE
Porch/Patio/Deck	PORCH	PORCH	STOOP	PORCH, DECK
FIREPLACE	FP	FP	FP	FP
FENCE	NONE	NONE	NONE	NONE
OTHER	WKSP 13X26	NONE	WKSP 24X24	SCR PORCH
Net Adjustment (Total)	☒ + ☐ - \$ 5,200	☒ + ☐ - \$ 5,800	☒ + ☐ - \$ 9,800	☒ + ☐ - \$ 9,800
Adjusted Sale Price	Net Adj. 5.8 %	Net Adj. 6.2 %	Net Adj. 9.2 %	Net Adj. 9.2 %
Gross Adj. 14.7 %	Gross Adj. 14.7 %	Gross Adj. 17.4 %	Gross Adj. 9.2 %	Gross Adj. 9.2 %
of Comparables	\$ 95,200	\$ 95,500	\$ 96,700	\$ 96,700

I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.Data source(s) MLS/FILES/COUNTY RECORDSMy research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.Data source(s) MLS/FILES/COUNTY RECORDS

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 4).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	8/3/2000	7/9/91	7/25/99	9/5/06
Price of Prior Sale/Transfer	1.00	1.00	19,500	145,000
Data Source(s)	COUNTY RECS	COUNTY RECS	COUNTY RECS	COUNTY RECS
Effective Date of Data Source(s)	06/10	06/10	06/10	06/10

Analysis of prior sale or transfer history of the subject property and comparable sales THE SUBJECT PROPERTY WAS PURCHASED BY JAMES AND MARIAN OGDEN FROM BILLY & SHIRLEY OGDEN ON 8/3/2000 FOR 1.00. THE COMPS HAVE NOT SOLD IN THE LAST 12 MONTHS PRIOR TO RECENT SALE PER COUNTY RECS.

Summary of Sales Comparison Approach ALL COMPS ARE FARTHER THAN NORMAL FROM THE SUBJECT AND COMP 3 IS AN OLDER SALE BUT THIS IS COMMON RURAL YORK COU. WHERE MANUFACTURED SALES ARE FEW. THE AGE ADJUSTMENT IS 1% PER YEAR OF THE EFFECTIVE AGE AND THE GLA ADJUSTMENT IS 15.00 PER SQ. F.

Indicated Value by Sales Comparison Approach \$ 96,000

Indicated Value by: Sales Comparison Approach \$ 96,000

Cost Approach \$ N/A

Income Approach (if developed) \$ N/A

THE MARKET APPROACH IS THE BEST INDICATOR OF VALUE.

This appraisal is made ☒ "as is", ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 96,000, which is the date of inspection and the effective date of this appraisal.

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Fannie Mae Form 1004C March 2005

Manufactured Home Appraisal Report

ASSIGNED 06/04/2010

LIST TO SALE RATIO IS . 98.2%

AVERAGE DAYS ON MARKET IS 95 . AVG QUARTER DOM IS 90-120 DAYS

THERE IS NO KNOWN PREVALENCE OF UNUSUAL SELLER FINANCING CONCESSIONS OR BUYDOWNS THAT IMPACT THE MARKET.
 THE MARKET TREND IS STABLE BASED ON ASSESSMENT OF THE TREND IN TIME FROM LISTING TO SALE.

ADDITIONAL COMMENTS

INCOME APPROACH TO VALUE (not required by Fannie Mae.)

Estimated Monthly Market Rent \$ N/A X Gross Rent Multiplier N/A = \$ N/A Indicated Value by Income Approach
 Summary of Income Approach (including support for market rent and GRM) THE PROPERTY IS NOT AN INCOMING PRODUCING PROPERTY SO AN
 INCOME APPROACH IS NOT NECESSARY.

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached
 Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.
 Legal name of project _____
 Total number of phases _____ Total number of units _____ Total number of units sold _____
 Total number of units rented _____ Total number of units for sale _____ Data source(s) _____
 Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion _____
 Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data source(s) _____
 Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion: _____
 Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options: _____
 Describe common elements and recreational facilities: _____

National Star v. Lowery

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Fannie Mae Form 1004C March 2005

Form 1004C — "WinTOTAL" appraisal software by a la mode, Inc. — 1-800-ALAMODE

Exhibit

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Manufactured Home Appraisal Report

File

This report form is designed to report an appraisal of a one-unit, manufactured home, including a manufactured home in a planned unit development (PUD). A Manufactured home located in either a condominium or cooperative project requires the appraiser to inspect the project and complete the project information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Nationstar v. Lowery

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Fannie Mae Form 1004C March 2005

Manufactured Home Appraisal Report

File [REDACTED]

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I also developed the cost approach to value as support for the sales comparison approach. I have adequate comparable market and cost data to develop reliable sales comparison and cost approaches for this appraisal assignment. I further certify that I considered the income approach to value but did not develop it, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Nationalstar V. Lowery

Appraiser's Signature

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Fannie Mae Form 1004C March 2005

Manufactured Home Appraisal Report

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors; and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRaiser JAMES F. BOWMAN CG-156

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature James F. Bowman
 Name James F. Bowman State Certified General
 Company Name BASIC REAL ESTATE SERVICES
 Company Address 224 Oakland Ave., Rock Hill, SC 29730

Signature _____
 Name _____
 Company Name _____
 Company Address _____

Telephone Number (803) 328-6251
 Email Address jim.bowman@basicrealestate.net
 Date of Signature and Report 6/7/2010
 Effective Date of Appraisal 6/7/2010
 State Certification # CG-156
 or State License # _____
 or Other _____
 State SC
 Expiration Date of Certification or License 6/30/2010

Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

ADDRESS OF PROPERTY APPRAISED

727 Sweet Meadow Ln
CLOVER, S.C. 29710-8840

APPRAISED VALUE OF SUBJECT PROPERTY \$ 98,000

LENDER/CLIENT

Name _____
 Company Name DEPARTMENT OF VETERAN AFFAIRS
 Company Address INTENDED USER-ANY VA APPROVED
 LENDER
 Email Address _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☒ Did inspect exterior of subject property from street
 Date of Inspection _____
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection _____

Nationstar v. Lowery

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Fannie Mae Form 1004C March 2005

STATE OF SOUTH CAROLINA

COUNTY OF YORK

Nationstar Mortgage LLC,

Plaintiff,

v.

Norman D. Lowery;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 14-CP-46-2394

AFFIDAVIT OF VERIFIED STATEMENT OF
ACCOUNT
Deficiency Judgment Waived

(013225-03514)

BEFORE ME an officer authorized to take oaths this day personally appeared Darla Duncan of
Nationstar Mortgage, LLC (Nationstar), who, being first duly ~~sworn, deposes and says:~~
~~document execution~~

1. I am authorized to sign this affidavit as a(n) specialist of Nationstar
Mortgage LLC (Nationstar).

2. Nationstar services and maintains records for the loan that is secured by the mortgage being
foreclosed in this action in its capacity as PHH Mortgage Corporation's servicer. As part of my job responsibilities
for Nationstar, I am familiar with the type of records maintained by Nationstar in connection with the loan.

3. I have personal knowledge of the facts in this affidavit based upon a review of Nationstar's
business records, and the information in this affidavit is taken from Nationstar's business records. I have personal
knowledge of Nationstar's procedures for creating the records maintained by Nationstar in connection with the loan.
They are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge
of the information in the business record; or from information transmitted by persons with personal knowledge; (b)
made and kept in the usual and ordinary course of Nationstar's regularly conducted business activities; and (c)
created by Nationstar as regular practice.

4. Before the servicing of this loan transferred to Nationstar, PHH Mortgage Corporation (Prior
Servicer) was the servicer for the loan and it maintained the loan servicing records. When Nationstar began
servicing this loan, Prior Servicer's records for the loan were integrated and boarded into Nationstar's systems, such
that Prior Servicer's records, including the collateral file, payment histories, communication logs, default letters,
information, and documents concerning the Loan are now integrated into Nationstar's business records. Nationstar
maintains quality control and verification procedures as part of the boarding process to ensure the accuracy of the
boarded records. It is the regular business practice of Nationstar to integrate prior servicers' records into Nationstar's
business records and to rely upon those boarded records in providing its loan servicing functions. These Prior
Servicer records have been integrated and are relied upon by Nationstar as part of Nationstar's business records.

5. I have reviewed the portions of Nationstar's business records that reflect the amounts due on the
loan. They show Norman D. Lowery defaulted, and the business records show amounts due on the loan through
July 6, 2015 are due and unpaid. The amounts total \$114,026.76 and consist of the following:

013225-03514-1 Lowery
Nationstar v. Lowery
14-CP-46-2394
Appellate Case No.
2015-002253

Exhibit



Principal Balance \$91,831.74
Interest Total \$12,818.85

from December 1, 2012 to July 6, 2015 at 5.375%

Per Diem at \$13.52

Pre-acceleration Late Charges	\$0.00
Property Tax Advances	\$2,083.33
Hazard Insurance Advances	\$2,803.84
MIP/PMI	\$0.00
Total Property Inspection Fees	\$60.00
Property Preservation Expenses	\$78.00
Prior Foreclosure Fees	\$4,351.00
Escrow Balance Credit	\$0.00
Credits	\$0.00
Other	\$0.00
Payment Advance - Principal/Interest/Escrow	\$0.00
Total	\$114,026.76

FURTHER AFFIANT SAYETH NOT.

 8/18/15
Printed Name: Darla Duncan
document execution specialist
Title 8/18/15
Date

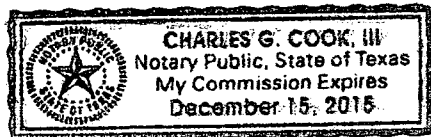
State of Texas

County of Denton

Darla Duncan Sworn to and subscribed before me on the 18 day of August, 2015 by

(NOTARY SEAL)

Charles G. Cook III
Signature of Notary Public



013225-01514 Lowery
Nationstar v. Lowery
14-CP-46-2394
Appellate Case No.
2015-002253

Exhibit 6 Pg 38 of 40

STATE OF SOUTH CAROLINA
COUNTY OF YORK

Nationstar Mortgage LLC,

Plaintiff,

v.

Norman D. Lowery;

Defendant(s).

(013225-03514)

IN THE COURT OF COMMON PLEAS
DOCKET NO. 14-CP-46-2394

AFFIDAVIT OF COSTS
Deficiency Judgment Waived

2015 SEP 28 AM 9:53

PERSONALLY appeared before me, the undersigned, who being duly sworn, deposes and says:
I am one of the attorneys for Plaintiff in the above-captioned action for which the following costs,
which are secured by the mortgage being foreclosed, have been incurred to date and not reflected as a portion of the
corporate advance:

(a)	Filing fees (Lis Pendens, Complaint, etc)	\$150.00
(b)	Service (Personal or Publication)	\$135.00
(c)	Master's deposit	\$125.00
(d)	Motion Fees	\$50.00
(e)	DMV Searches	\$52.00
TOTAL COSTS OF COLLECTION TO DATE		\$512.00

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Robert P. Davis (SC Bar #74030)
H. Guyton Murrell (SC Bar # 064134)
Kevin T. Brown (SC Bar # 064236)
Jason D. Wyman (SC Bar # 100271)

220 Executive Center Drive
Columbia, SC 29210

Andrew W. Montgomery (SC Bar #79893)
John J. Hearn (SC Bar # 0635)
Nikole Haltiwanger (SC Bar # 70491)

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

Columbia, South Carolina

Sworn to before me this 22nd day of September, 2015

(Signature) *[Signature]* (L.S.)

(Printed Name) Jonathan Fletcher

Notary Public for South Carolina
My Commission Expires: _____
Appellate Case No.
2015-002253

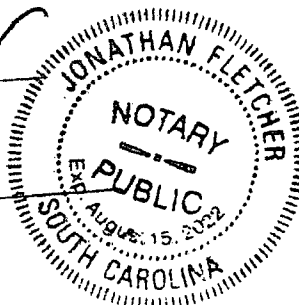


Exhibit 6 Pg 39 of 40

NOTICE OF SALE

BY VIRTUE of a decree heretofore granted in the case of: Nationstar Mortgage LLC vs. Norman D. Lowery, C/A No. 14-CP-46-2394, The following property will be sold on November 2, 2015, at 11:00 AM at the York County Equity Court, 1 North Congress, York South Carolina to the highest bidder:

All that certain piece, parcel, or lot of land, lying, being and situate in Kings Mountain Township, County of York, State of South Carolina and being shown and designated as Lot #1 containing 3.00 acres upon plat entitled "Property of James E. Ogden and Marian C. Ogden" prepared by John Quinn Hall, RLS dated July 19, 2000, revised April 15, 2002 and recorded in the Office of the Clerk of Court for York County, SC in Plat Book C188 at Page 8, which plat is incorporated herein by reference, and having such metes, bounds, courses, and distances as by reference to said plat will more fully appear.

Derivation: Book 11495 at Page 53
727 Sweet Meadow Ln, Clover, SC 29710

This includes a 1999, Palm Harbor Homes mobile home with VIN# PH3312482.

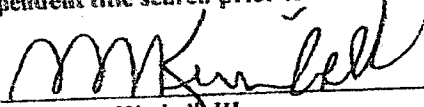
355-00-00-092

SUBJECT TO ASSESSMENTS, YORK AD VALOREM TAXES, EASEMENTS AND/OR, RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.

TERMS OF SALE: A 5% deposit in certified funds is required. The deposit will be applied towards the purchase price unless the bidder defaults, in which case the deposit will be forfeited. If the successful bidder fails, or refuses, to make the required deposit on the day of sale or fails or refuses to comply with the bid within 20 days, then the property will be resold at the bidder's risk. No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately. The successful bidder will be required to pay interest on the balance of the bid after the deposit is applied from date of sale to date of compliance with the bid at the rate of 5.375% per annum. For complete terms of sale, see Judgment of Foreclosure and Sale filed with the York County Clerk of Court at C/A #14-CP-46-2394.

NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search prior to the foreclosure sale date.

John J. Hearn, Esq.
Attorney for Plaintiff
P.O. Box 100200
Columbia, SC 29202-3200
(803) 744-4444
013225-03514


S. Jackson Kimball, III
Master in Equity for
York County

Website: www.rtt-law.com (see link to Resources/Foreclosure Sales)

9/23/15
NOTICE TO PRINTER: Please insert:

____ Once during week commencing _____
____ Once during week commencing _____
____ Once during week commencing _____

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit

6 Pg 40 Of 40

2015 SEP 28 AM 9:53
CLERK OF COURT
YORK COUNTY, SC

EXHIBIT:

7

DATE: 20-08-14

FROM: NORMAN D. LOWERY

727 SWEET MEADOW LANE

CLOVER, SC 29710

TO: THE COURT

FILED-RECEIVED
2014 AUG 21 AM 11:01
DAVID HAMILTON
C.C. CP & SS
YORK COUNTY SC

SUBJECT: RESPONSE TO FORECLOSURE ACTION, 2014CP4602394/2014LP4600567, PLAINTIFF, PHH MORTGAGE CORPORATION V. NORMAN D. LOWERY

I had requested documents from both PHH Mortgage Corp. and Rogers Townsend (Plaintiff representation), payoffreins@rtt-law.com, back in May of 2013. I am still waiting for directly affect this Court proceeding (REF ATCH # 7, pg 1). All information contained in this document is backed up with written documents where possible and directly shows foreclosure action against my mortgage was unwarranted simply due to PHH Mortgage's refusal to acknowledge errors made by their Corporation, making false statements and representations to the court. I believe the facts presented reflect I made every reasonable effort to resolve this issue early on were rejected by PHH Mortgage, in addition PHH Mortgage Corp accepted payment in February 2013, falsely stated a check (#2013199158) for \$817.41 was sent to me with a letter. To this date PPH Mortgage has yet to provide proof of such check as I requested. PHH Mortgage additionally refused subsequent payments made In March, April and May of 2013 which were neither returned or processed. PHH Mortgage has yet to provide any information regarding the location of these instruments of payment as requested in 2013.

The actual facts in this case are as follows;

Payment history; I have made all required payments from the point of initiating the house mortgage up-until Dec 2013 as documented by PHH Mortgage (REF ATCH 1, PAGES 11-14) . Most all payments made via telephone contact with PHH and paid with a Debit Card. While paying the December 2013 payment I advised PHH the January 2013 may be a bit late due to New Year's Holiday schedule observed by the Department of Defense Accounting and Finance Agency's work day. I am a Retired USAF, MSgt and disabled awaiting permanent unemployable disability rating through the Veterans Administration (since September of 2010). Retiree's/disabled vet are normally paid the first normal business day following a scheduled holiday. In addition, I advised the PHH Rep that I was having telephone issues with my cell phone due to dropping it in a puddle of water during a storm, subsequently

receiving any signal inside the house was greatly affected but can be reached at the alternative number or by email noted in the PHH system. Shortly after the New Year I suffered a Heart Attack; my wife took over paying all monthly bills, including mortgage payments. Nancy, my wife, made mortgage payments to Coldwell Banker Mgt. (PO Box 371458, Pittsburg, PA 15250) February 2013 with check # 1310 for \$817.41 (REF ATCH: 2 PAGE 1) processed and cashed by Mortgage Services (ref NC State Employee's Credit Union Statement (REF ATCH 3, PAGE 2), March 2013 check #1312 (REF ATCH 4, PAGE 2), April 2013 check #1316 (REF ATCH 4, PAGE 2), and May 2013 check #1317 (REF ATCH 5, PAGE 2) each for the scheduled amount of \$777.15. We received no shape or form of communication from PHH of any payment issues up until Foreclosure documents were hand delivered in May of 2013.

Upon receipt of York County, Court of Common Pleas, Case Number 2013CP4601503 documents (Subsequently Dismissed 30 June 2014) I checked into payments made by Nancy and noted we had missed the January 2013 payment yet, wrote and sent payments to PHH Mortgage Feb through May of 2013 for the scheduled amount. I contacted PHH Mortgage but they said they could not help or access the file, I would have to contact their Foreclosure Section. I called the Foreclosure Section of PHH.

Initially the PHH Representative stated that our February payment (via check) was not processed and sent back to us with a "Notice of Short Payment" and further stated their computer showed not payments being processed or being received for March thru May of 2013 (REF ATCHS 2,4,5 & 6, PAGE 2). Upon my further questioning and advising PPH Mortgage they processed the Feb 2013 payment, they then stated that the check was processed and they cut a check #2013199158, sent it to us with a letter of short payment requesting an additional \$91.72. I advised PHH no such letter or check was received by us and subsequently asked them to check the address to which they sent the documents and to check to see if PHH check #2013199158 was processed. If it was processed it was cashed by someone other than Nancy or myself. I also requested a copy of all letters, documents, courier's receipts, and the current location of the checks that Nancy wrote and sent to PHH Mortgage and all documents associated with the loan from January 2013 till May 2013. I told PHH that I can send double payments (\$1800.00) each month to resolve the issue, however PHH refused and only stated I would have to pay their attorney to resolve the issue. 5 June 2013 I sent a request for a status update from Rogers Townsend as to status of information and documentation I requested on 23 May 2013 (REF ATCH 16) I also contacted the Rogers Townsend firm (PHH Mortgage legal representative) both by phone and via email indicating the same information and requesting documents alleged by PHH as well as location of the checks that were written to PHH (REF ATTCH 7, PAGES 1&2).

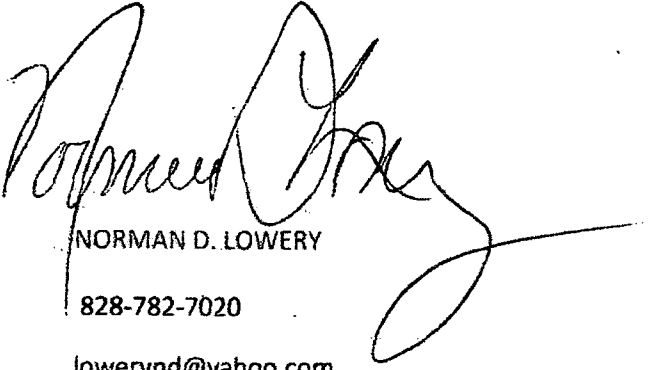
12 June 2013, Received notification from Rogers Townsend they were placing a hold on further foreclosure actions until PHH validated the debt (REF ATCH 18, PAGES 1-3) and I requested date which I can reasonably expect a response .

18 JUNE 2013 Rogers Townsend responded via email to my 5 June 2013 email stated they would provide me with the requested documents when PHH provided them (REF ATCH 17).

Since May of 2013 I have been in contact with a number of PHH Mortgage representatives multiple times to resolve this issue, I found myself simply being referred from one person to another: Craig Snyder, Danny Moore, Rachael Primus, Delmara Conyers as well as Armando Viana as well as others. I sent several emails to Mr. Viana and left several voice messages, yet received nothing in return (REF ATCH 9, PAGE 1). On three (3) Occasions since May of 2013, a courier, who refused to state what company he was employed/associated with or who he was, (SC vehicle tag #CKD 296) delivered requests for me to contact PHH Mortgage(REF ATCHS 9,10 &11). Each time I contacted PHH Mortgage I was referred to someone else. The last PHH representative, Joseph Nadaera simply sent an email (not even a note) for a Mortgage modification package (REF ATCH 12).

I've made every possible attempt to reasonably resolve this issue. I requested documents that show exactly the serious administrative errors that were made. I admit that one payment was missed due to mitigating circumstances, yet Nancy continued sending checks for the scheduled payments. These instruments of payment are in the possession of PHH Mortgage, it is not possible for three out of four checks written to Coldwell Banker Mgt, hand addressed to the same address. One was reportedly returned By PHH Mortgage with a letter of "Short Payment" to an address that doesn't exist as noted on the document sent to me in August. To being told that the check was processed and a PHH Mortgage check #2013199158 was sent with the letter of "Short Payment Notice in March of 2013. Only to receive a check from PHH Mortgage late in late August (check #2013911073, dated 20 August 2013) in a hand addressed envelope paper clipped to a blank sheet of paper, no explanation of any shape form or manner. Three other checks have apparently disappeared from PHH Mortgage's possession. I requested in May of 2013 for a image of them or at least who was in possession of them. Subsequently I had to have the bank stop payment on the checks they either cant find, have rat-holed in a file or destroyed in some fashion. As for trying to contact me by phone (they were advised of phone difficulties in December of 2012) why did they not try contacting me by the alternative means. PHH has my alternate phone number, email address, they could have sent a notice by certified delivery service. PHH has since May of 2013 sent a courier to my house three (3) different simply to drop off an envelope (REF ATCHS # 9, 10 & 11) with a note for me to call their number. Why didn't they do the same thing when they couldn't reach me at the primary number. Reciept of documentation requests is drawn out and protracted, it took three months to get a copy of two (2) simple letters, yet Im supposed to meet their deadlines when they can't produce the appropriate documents to me in a timely manner to meet the time frames directed by law.

In closing, I appreciate your time and review of this writing. Should you have questions feel free to contact me.



NORMAN D. LOWERY
828-782-7020
lowerynd@yahoo.com

Subject: 011227-01181; PHH v., Lowery, 13-CP-46-1503

From: Maryann Capoccia (Maryann.Capoccia@rtt-law.com)

To: lowerynd@yahoo.com;

Date: Thursday, August 15, 2013 10:27 AM

Mr. Lowery,

Attached please find a letter regarding your FDCPA dispute. Thank you.

Best,

Maryann Capoccia



ROGERS TOWNSEND
ATTORNEYS AT LAW

Maryann Capoccia
Contested Foreclosure Paralegal

Direct 803.744.5229
Fax 803.343.7013

Rogers Townsend & Thomas, PC
220 Executive Center Drive
Columbia, SC 29210

Main 803.771.7900
Visit rtt-law.com

NOTICES

PRIVILEGED AND CONFIDENTIAL: This electronic message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is attorney-client privileged, may be confidential work product, or may be exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is wrongful, is strictly prohibited, and may subject you to civil liability. If you have received this communication in error, please immediately notify us by telephone at 803-771-7900 (Columbia office) or 704-442-9500 (Charlotte office) or by return e-mail, and destroy any copies (electronic, paper, or otherwise) that you may have of this communication.

Nationstar v. Lowery

Appellate Case No.

2015-002253

<http://us-mg5.mail.yahoo.com/neo/launch?rand=c5pnerip2j4cf>

Exhibit

7

Pg

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of

75

9/4/2013

ALch/
pg 1

DEBT COLLECTOR: This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only as an attempt to enforce a lien.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with certain U.S. Treasury regulations, we inform you that, unless expressly stated otherwise, any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of avoiding tax-related penalties that may be imposed by the IRS or to promote, market or recommend to any party any tax-related matter addressed herein. In addition, if any such tax advice is used or referred to by other parties in promoting, marketing or recommending any partnership or other entity, investment plan or arrangement, then (i) the advice should be construed as written in connection with the promotion or marketing by others of the transaction(s) or matter(s) addresses in this communication and (ii) the taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

Nationstar v. Lowery

Appellate Case No.

2015-002253

<http://us-mg5.mail.yahoo.com/neo/launch?.rand=c5pnerip2j4cf>

Exhibit

7

Pg

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of

75

9/4/2013

Atch 1
Pg 2



ROGERS TOWNSEND
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200 (29202)
220 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803.744.4444 F 803.343.7013
WWW.RTT-LAW.COM

SENT VIA EMAIL: lowerynd@yahoo.com

August 15, 2013

Norman D. Lowery
727 Sweet Meadows Ln
Clover, SC 29710

Re: Norman Lowery
Loan No. 7116927869
Our File No. 011227-01181

Dear Mr./Mrs Lowery:

Enclosed you will find a copy of our client's Validation of Debt as well as a current reinstatement letter, payment history and demand letter.

Rogers Townsend & Thomas

Default Services Department
Enclosures

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 7 Pg 7 of 75

Attach
Pg 3

5. The total amount due the Plaintiff on said Note through June 17, 2013 is \$95,784.36 which breaks down as follows:

A. Principal.....	\$91,831.74
B. Interest from December 1, 2012 to June 17, 2013 @ 5.375%.....	\$2,684.35
C. Lien Release Fee.....	\$0.00
D. Recording Fee.....	\$6.00
E. Property Inspection.....	\$45.00
F. Pre-acceleration Late Charges.....	\$21.27
G. Title Fee.....	\$425.00
H. Service Fee.....	\$26.00
I. Filing Fee.....	\$150.00
J. Attorney Fee.....	\$595.00
TOTAL PRINCIPAL INTEREST AND EXPENSES.....	<u>\$95,784.36</u>

6. It is the regular practice of PHH Mortgage Corporation, on behalf of the Plaintiff, to generate such account summary information from the electronic payment history it maintains for the Plaintiff. This payment history summary accurately reflects, to the best of my knowledge, the debits and credits made on the loan's account.

FURTHER AFFIANT SAYETH NOT.

Felicia B. Polle
Name

Assistant Vice President

(Title)

STATE OF New Jersey
COUNTY OF Burlington

Sworn to before me this 8 day of Aug, 2018

Alice P. Harden
Notary Public for New Jersey

My Commission Expires: 4/17/2018

ALICE P. HARDEN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/17/2018

Borrower: Norman Lowery

Property Address: 727 Sweet Meadow Ln., Clover, SC 29710

011227-01181

011227-01181 - Lowery

13-CP-46-1503

Page | 2

Nationstar v. Lowery

Appellate Case No.

2015-002253

Exhibit 7 Pg 8 of 75

A. 10/1
P. 5



ROGERS TOWNSEND
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200 (29202)
220 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803.744.4444 F 803.343.7017
WWW.RTT-LAW.COM

August 15, 2013

Norman D. Lowery
727 Sweet Meadows Ln
Clover, SC 29710

Re: PHH Mortgage Corporation vs Norman Lowery
Our File No. 011227-01181

FOR SETTLEMENT PURPOSES ONLY.

Dear Sir/Madam:

ROGERS, TOWNSEND & THOMAS, PC IS A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

HOWEVER, IF YOU ARE IN BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY, THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

It is our understanding that you intend to reinstate your loan. To reinstate your loan on or before September 12, 2013, we estimate that the reinstatement amount will be \$11,560.33. This amount is itemized as follows:

9 payments totaling	\$7,166.59
Late Charges.....	\$21.27
Pending Late Charges.....	\$21.27
Property Inspection	\$11.25
Escrow.....	\$654.45
Corporate Advances	\$1,202.00
Other Advances	\$67.50
Unpaid Foreclosure Attorney Costs and expenses good through August 15, 2013.....	\$135.00
Unpaid Foreclosure Attorney Fees good through August 15, 2013	\$525.00
Anticipated Foreclosure Attorney Costs and expenses	\$1,011.00
Anticipated Foreclosure Attorney Fees	\$745.00
Total Amount Necessary to Reinstatement your loan on or before September 12, 2013	\$11,560.33

Please note that this estimated reinstatement quote expires on September 12, 2013.

ATTORNEY TRUST OR ATTORNEY ESCROW CHECKS WILL NOT BE ACCEPTED.

The reinstatement figures listed above include items that have been paid by the Plaintiff or incurred by our law firm and items that are currently due or are anticipated to become due through September 12, 2013. In constructing this reinstatement, we may have included anticipated additional fees and costs in order to provide you with an estimated reinstatement good through September 12, 2013. These anticipated fees and costs merely represent an estimate as to what our actual fees and costs will be if you reinstate the loan by no later than September 12, 2013. Please understand that any estimated or anticipated charges contained in this letter will not be binding on this firm or on the Plaintiff, and that the account remains liable for all fees and costs incurred after today even if those items are not included as part of the estimated amounts set forth in this letter. Please be advised that the

P. O. Box 100200 (29202) • 220 Executive Center Drive • Columbia, South Carolina 29210
Tel: 803-744-4444 • Fax: 803-343-7017 • Web: www.rtt-law.com

Nationstar v. Lowery
Appellate Case No.
2015-002253

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Attch 1
pg 5

reinstatement amount is subject to final verification by the Plaintiff. You will be responsible for reimbursing the Plaintiff or its servicer if it pays other taxes, insurance or miscellaneous expenses permitted by law.

***IMPORTANT:** We only require that you pay the fees and costs actually incurred as of the date of your payment. If for whatever reason your payment includes any anticipated fee or cost or other item but the actual amount due on the date of payment is less, any excess amount will be returned to you by your lender or servicer or may be applied as a credit to your account.

If you desire to reinstate your loan after September 12, 2013, and the property has not yet been sold at a foreclosure sale, you must contact us at (803)744-4444 or e-mail a request to Statusreq@rtt-law.com to obtain an updated reinstatement amount. Please be sure to provide us with your fax number, e-mail address, or address where you would like this updated reinstatement amount to be sent.

Please make your certified check payable to PHH Mortgage Corporation and mail it to:

Rogers Townsend & Thomas PC
Attention Reinstatement
220 Executive Center Drive
Columbia, SC 29210

Your certified check must be received no later than 4:00 P.M. on or before September 12, 2013. Please include your loan number, your name and our file number on your certified funds. Cash, personal checks, credit/debit cards and attorney Trust or Attorney Escrow checks will not be accepted. The reinstatement funds will be returned if any portion of the funds are in the form of a personal check. Please be advised that the foreclosure action will continue until the total reinstatement funds are received in compliance with the terms in this letter. We also recommend that you forward your payment by overnight delivery to insure timely receipt.

If you would prefer to wire the funds directly to our account, wiring instructions are attached for your convenience.

PLEASE NOTE: If there is a foreclosure sale date scheduled for your property, this letter DOES NOT extend or change that foreclosure sale date.

Sincerely,

Reinstatement/Payoff Department

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

2/24/15
pg 6

WIRING INSTRUCTIONS ROGERS TOWNSEND & THOMAS, PC

WIRE TO: SCB&T
201 Columbiana Drive
Columbia, SC 29212
Phone #: (803) 540-3300
Routing # 053200983

FOR CREDIT TO: Rogers, Townsend & Thomas, PC Trust Account
220 Executive Center Drive
Columbia, SC 29212
Phone #: (803) 744-4444
Account # 1390002366

Please include the RT&T file #, your loan # and your name on the wire so we can accurately process your transaction.

P. O. Box 100200 (29202) • 220 Executive Center Drive • Columbia, South Carolina 29210
Tel: 803-744-4444 • Fax: 803-343-7017 • Web: www.rtt-law.com

**Nationstar v. Lowery
Appellate Case No.
2015-002253**

Exhibit 7 Pg. 11 of 75

*Attch 1
Pg 8*

PHH Mortgage

PHH

2001 Bishops Gate Boulevard
Mt. Laurel NJ 08054

Tel 800-449-8767
Fax 856-917-8300

February 18, 2013

Loan Number: [REDACTED]
Property Address:
727 SWEET MEADOW LANE LANE
CLOVER SC 29710

Norman D. Lowery
727 Sweet Meadow Ln Ln
Clover SC 29710

NOTICE OF INTENTION TO FORECLOSE

Dear Customer(s):

The mortgage on your property is past due for the January 01, 2013 payment. The TOTAL AMOUNT to bring your account up to date is \$ 1747.81. To AVOID FORECLOSURE, we require a payment in "CERTIFIED FUNDS" for the total amount due.

In addition, please be advised as of the date of this letter, \$ 21.27 in late charges have also accrued.

In the event you do not cure the default in full within THIRTY (30) days from the date of this letter (as provided by the terms of the mortgage), payment of the current principal balance will be accelerated and foreclosure proceedings will be initiated.

You are further informed you have the right to reinstate this loan after acceleration pursuant to, and subject to, the provisions and limitations of said Mortgage, and that you have a right to bring a court action to assert the nonexistence of a default or any other defense you may have to the nonexistence of a default or any other defense you may have to foreclosure and sale.

Again, all remittances must be in the form of "CERTIFIED FUNDS ONLY". Anything less than the TOTAL DUE and/or not in "CERTIFIED FUNDS", will be refused.

Please contact us immediately at 1-800-330-0423. This is an attempt to collect a debt, any information obtained will be used for that purpose.

Sincerely,

Loan Counseling Center

(XC007)

2/16/13
Pg 9

February 18, 2013

Loan Number: [REDACTED]
Property Address:
727 SWEET MEADOW LANE LANE
CLOVER SC 29710

Norman D Lowery
727 Sweet Meadow Ln Ln
Clover SC 29710

NOTICE OF INTENTION TO FORECLOSE

Dear Customer(s):

The mortgage on your property is in default for the January 01, 2013 payment and is now 2 months past due. Also, on the FIRST of next month another payment will be due. At this writing, the TOTAL AMOUNT required to cure your default is \$ 1747.81. To AVOID FORECLOSURE, we are demanding that you make a payment in "CERTIFIED FUNDS" for the total amount due.

In addition, please be advised as of the date of this letter, \$ 21.27 in late charges have also accrued.

In the event you do not cure the default in full within THIRTY (30) days from the date of this letter (as provided by the terms of the mortgage), payment of the current principal balance will be accelerated and foreclosure proceedings will be initiated.

You are further informed you have the right to reinstate this loan after acceleration pursuant to, and subject to, the provisions and limitations of said Mortgage, and that you have a right to bring a court action to assert the nonexistence of a default or any other defense you may have to the nonexistence of a default or any other defense you may have to foreclosure and sale.

Again, all remittances must be in the form of "CERTIFIED FUNDS"; no PERSONAL CHECKS will be accepted. Anything less than the TOTAL DUE and/or not in "CERTIFIED FUNDS", will be refused.

If you disagree with the assertion that a default has occurred, or the calculation of the amount required to cure the default, you may contact us at 1-800-330-0423. This is an attempt to collect a debt, any information obtained will be used for that purpose.

Sincerely,

Loan Counseling Center

(XC117)

Arch 1
pg 10

Nationstar N. Lowery
Appellate Case No.
2015-002253

DATE 08/14/2013

THE MORTGAGE SERVICE CENTER
4001 LEADENHALL ROAD
MT LAUREL, NJ 08054

CUSTOMER ACCOUNT ACTIVITY STATEMENT

MORT NAME NORMAN LOWERY
STREET 727 SWEET MEADOW LN LN
CITY STATE ZIP CLOVER, SC, 29710

LOAN NUMBER: 7116927889

ACTIVITY FOR PERIOD 01/01/2010 - 12/31/2010

Loan Number	Transaction Date	Transaction Code	Due Date	Fees Assessed	Fees Paid	Suspense Amount	Principal Amount	Interest Amount	Escrow Amount	Advance Amount	Total Amount	Principal Balance	Escrow Balance	Advance Balance	Suspense Balance
7116927889	01/01/2010						-95000.00	0.00	0.00	0.00	-95000.00	95000.00	0.00	0.00	0.00
7116927889	07/14/2010	142		0.00	0.00	0.00	0.00	265.81	0.00	0.00	0.00	95000.00	0.00	0.00	0.00
7116927889	07/22/2010	143		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	95000.00	0.00	0.00	0.00
7116927889	07/23/2010	170	09/01/2010	0.00	0.00	0.00	0.00	0.00	353.12	0.00	353.12	95000.00	353.12	0.00	0.00
7116927889	09/08/2010	173	09/01/2010	0.00	0.00	0.00	106.46	425.52	117.69	0.00	649.67	94893.54	470.81	0.00	0.00
7116927889	09/09/2010	173	10/01/2010	0.00	7.50	0.00	0.00	0.00	0.00	0.00	7.50	94893.54	470.81	0.00	0.00
7116927889	09/08/2010	73		-7.50	0.00	0.00	0.00	0.00	0.00	0.00	-7.50	94893.54	470.81	0.00	0.00
7116927889	10/15/2010	173	10/01/2010	0.00	0.00	0.00	106.94	425.04	117.69	0.00	649.67	94786.60	588.50	0.00	0.00
7116927889	10/15/2010	173	11/01/2010	0.00	12.50	0.00	0.00	0.00	0.00	0.00	12.50	94786.60	588.50	0.00	0.00
7116927889	10/15/2010	73		-12.50	0.00	0.00	0.00	0.00	0.00	0.00	-12.50	94786.60	588.50	0.00	0.00
7116927889	11/16/2010	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94786.60	588.50	0.00	0.00
7116927889	11/18/2010	312	12/01/2010	0.00	0.00	0.00	0.00	0.00	-227.33	0.00	0.00	94786.60	361.17	0.00	0.00
7116927889	12/18/2010	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94786.60	361.17	0.00	0.00
7116927889	12/31/2010											94786.60	361.17	0.00	0.00

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CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 06/14/2013
MORT NAME NORMAN LOWERY
STREET 727 SWEET MEADOW LN LN
CITY STATE ZIP CLOVER, SC, 29710

LOAN NUMBER:

ACTIVITY FOR PERIOD 01/01/2011 - 12/31/2011

Loan Number	Transaction Date	Transaction Code	Due Date	Fees Assessed	Fees Paid	Suspense Amount	Principal Amount	Interest Amount	Eacrow Amount	Advance Amount	Total Amount	Principal Balance	Eacrow Balance	Advance Balance	Suspense Balance
7116927889	01/01/2011	173	11/01/2010	0.00	0.00	0.00	107.41	424.67	117.69	0.00	649.67	94788.80	381.17	0.00	0.00
7116927889	01/04/2011	173	12/01/2010	0.00	0.00	0.00	107.90	424.68	117.69	0.00	649.67	94678.19	478.88	0.00	0.00
7116927889	01/04/2011	173	01/01/2011	0.00	42.54	0.00	0.00	0.00	0.00	0.00	42.54	94571.29	598.55	0.00	0.00
7116927889	01/04/2011	173	01/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	94571.29	598.55	0.00	0.00
7116927889	01/04/2011	73		-42.54	0.00	0.00	0.00	0.00	0.00	0.00	-42.54	94571.29	598.55	0.00	0.00
7116927889	01/04/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	94571.29	598.55	0.00	0.00
7116927889	01/04/2011	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94571.29	598.55	0.00	0.00
7116927889	02/02/2011	173	01/01/2011	0.00	0.00	0.00	108.38	423.60	117.69	0.00	649.67	94462.91	714.24	0.00	0.00
7116927889	02/02/2011	173	02/01/2011	0.00	0.00	0.00	108.85	423.12	117.69	0.00	649.67	94354.05	831.93	0.00	0.00
7116927889	02/02/2011	173	02/02/2011	0.00	21.27	0.00	0.00	0.00	0.00	0.00	21.27	94354.05	831.93	0.00	0.00
7116927889	02/02/2011	173	03/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	94354.05	831.93	0.00	0.00
7116927889	02/02/2011	73		-21.27	0.00	0.00	0.00	0.00	0.00	0.00	-21.27	94354.05	831.93	0.00	0.00
7116927889	02/02/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	94354.05	831.93	0.00	0.00
7116927889	03/01/2011	173	03/01/2011	0.00	0.00	0.00	109.35	422.63	117.69	0.00	649.67	94244.70	949.62	0.00	0.00
7116927889	03/01/2011	173	04/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	94244.70	949.62	0.00	0.00
7116927889	03/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	94244.70	949.62	0.00	0.00
7116927889	04/01/2011	173	04/01/2011	0.00	0.00	0.00	109.84	422.14	117.69	0.00	649.67	94134.88	1067.31	0.00	0.00
7116927889	04/01/2011	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94134.88	1067.31	0.00	0.00
7116927889	05/01/2011	173	05/01/2011	0.00	0.00	0.00	110.33	421.65	117.69	0.00	649.67	94024.63	1185.00	0.00	0.00
7116927889	05/01/2011	173	06/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	94024.63	1185.00	0.00	0.00
7116927889	05/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	94024.63	1185.00	0.00	0.00
7116927889	05/01/2011	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94024.63	1185.00	0.00	0.00
7116927889	06/01/2011	173	06/01/2011	0.00	0.00	0.00	110.83	421.15	117.69	0.00	649.67	93913.70	1302.69	0.00	0.00
7116927889	06/01/2011	173	07/01/2011	0.00	42.54	0.00	0.00	0.00	0.00	0.00	42.54	93913.70	1302.69	0.00	0.00
7116927889	06/01/2011	173	07/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93913.70	1302.69	0.00	0.00
7116927889	06/01/2011	73		-42.54	0.00	0.00	0.00	0.00	0.00	0.00	-42.54	93913.70	1302.69	0.00	0.00
7116927889	06/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93913.70	1302.69	0.00	0.00
7116927889	07/01/2011	351	07/01/2011	0.00	0.00	0.00	0.00	0.00	-1122.00	0.00	0.00	93913.70	160.69	0.00	0.00
7116927889	07/01/2011	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	93913.70	160.69	0.00	0.00
7116927889	07/01/2011	307		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	93913.70	160.69	0.00	0.00
7116927889	07/01/2011	173	07/01/2011	0.00	0.00	0.00	111.32	420.66	117.69	0.00	649.67	93802.38	219.88	0.00	0.00
7116927889	07/01/2011	173	08/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93802.38	219.88	0.00	0.00
7116927889	07/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93802.38	219.88	0.00	0.00
7116927889	07/01/2011	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	93802.38	219.88	0.00	0.00
7116927889	08/01/2011	173	08/01/2011	0.00	0.00	0.00	111.82	420.18	117.69	0.00	649.67	93690.58	337.37	0.00	0.00
7116927889	08/01/2011	173	09/01/2011	0.00	0.00	0.00	112.32	419.68	112.44	0.00	644.42	93578.24	449.81	0.00	0.00
7116927889	08/01/2011	173	10/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93578.24	449.81	0.00	0.00
7116927889	08/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93578.24	449.81	0.00	0.00
7116927889	08/01/2011	173	10/01/2011	0.00	0.00	0.00	112.83	419.15	112.44	0.00	644.42	93465.41	562.25	0.00	0.00
7116927889	08/01/2011	173	11/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93465.41	562.25	0.00	0.00
7116927889	08/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93465.41	562.25	0.00	0.00
7116927889	08/01/2011	173	11/01/2011	0.00	0.00	0.00	113.33	418.65	112.44	0.00	644.42	93352.08	674.69	0.00	0.00
7116927889	08/01/2011	173	12/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93352.08	674.69	0.00	0.00
7116927889	08/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93352.08	674.69	0.00	0.00
7116927889	08/01/2011	173	12/01/2011	0.00	0.00	0.00	113.84	418.14	112.44	0.00	644.42	93238.24	787.13	0.00	0.00
7116927889	08/01/2011	312	12/01/2011	0.00	0.00	0.00	0.00	0.00	-1707.98	0.00	0.00	93238.24	-1000.83	0.00	0.00
7116927889	08/01/2011	173	01/01/2012	0.00	21.47	0.00	0.00	0.00	0.00	0.00	21.47	93238.24	-1000.83	0.00	0.00
7116927889	08/01/2011	173	01/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93238.24	-1000.83	0.00	0.00
7116927889	08/01/2011	73		-21.47	0.00	0.00	0.00	0.00	0.00	0.00	-21.47	93238.24	-1000.83	0.00	0.00
7116927889	08/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93238.24	-1000.83	0.00	0.00

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Attn: Mr. [Signature]

Nationstar v. Lowery
Appellate Case No.
2015-002253

08/14/2013

THE MORTGAGE SERVICE CENTER
4001 LEADENHALL ROAD
MT LAUREL, NJ 08054

CUSTOMER ACCOUNT ACTIVITY STATEMENT

MORT NAME NORMAN LOWERY
STREET 727 SWEET MEADOW LN
CITY STATE ZIP CLOVER, SC 28710

LOAN NUMBER:

ACTIVITY FOR PERIOD 01/01/2012 - 12/31/2012

Loan Number	Transaction Date	Transaction Code	Due Date	Fees Assessed	Fees Paid	Suspense Amount	Principal Amount	Interest Amount	Escrow Amount	Advance Amount	Total Amount	Principal Balance	Escrow Balance	Advance Balance	Suspense Balance
7116927889	01/01/2012			0.00	0.00	0.00	114.35	417.63	112.44	0.00	644.42	93238.24	-1000.83	0.00	0.00
7116927889	01/04/2012	173	01/04/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93123.89	-888.39	0.00	0.00
7116927889	01/04/2012	173	02/01/2012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93123.89	-888.39	0.00	0.00
7116927889	01/04/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	93123.89	-888.39	0.00	0.00
7116927889	02/01/2012	173	02/01/2012	0.00	0.00	0.00	114.88	417.12	377.15	0.00	909.13	93089.03	-511.24	0.00	0.00
7116927889	03/02/2012	173	03/01/2012	0.00	0.00	0.00	115.38	416.60	377.15	0.00	909.13	92893.65	-134.09	0.00	0.00
7116927889	03/02/2012	173	04/01/2012	0.00	1.50	0.00	0.00	0.00	0.00	0.00	1.50	92893.65	-134.09	0.00	0.00
7116927889	03/02/2012	73		-1.50	0.00	0.00	0.00	0.00	0.00	0.00	-1.50	92893.65	-134.09	0.00	0.00
7116927889	03/02/2012	73		0.00	0.00	0.00	115.89	416.09	377.15	0.00	909.13	92777.76	243.06	0.00	0.00
7116927889	04/02/2012	173	04/01/2012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.50	92777.76	243.06	0.00	0.00
7116927889	04/02/2012	173	05/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	-17.50	92777.76	243.06	0.00	0.00
7116927889	04/02/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	92777.76	243.06	0.00	0.00
7116927889	04/02/2012	73		0.00	0.00	0.00	116.41	415.57	377.15	0.00	909.13	92661.35	620.21	0.00	0.00
7116927889	05/03/2012	173	05/01/2012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.50	92661.35	620.21	0.00	0.00
7116927889	05/03/2012	173	06/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	-17.50	92661.35	620.21	0.00	0.00
7116927889	05/03/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	92661.35	620.21	0.00	0.00
7116927889	06/04/2012	173	06/01/2012	0.00	0.00	0.00	116.93	415.05	377.15	0.00	909.13	92544.42	997.36	0.00	0.00
7116927889	06/04/2012	173	07/01/2012	0.00	21.07	0.00	0.00	0.00	0.00	0.00	21.07	92544.42	997.36	0.00	0.00
7116927889	06/04/2012	173	07/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	92544.42	997.36	0.00	0.00
7116927889	06/04/2012	73		-21.07	0.00	0.00	0.00	0.00	0.00	0.00	-21.07	92544.42	997.36	0.00	0.00
7116927889	06/04/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	92544.42	997.36	0.00	0.00
7116927889	07/01/2012	173	07/01/2012	0.00	0.00	0.00	117.48	414.52	377.15	0.00	909.13	92426.66	1374.51	0.00	0.00
7116927889	07/02/2012	173	08/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	92426.66	1374.51	0.00	0.00
7116927889	07/02/2012	173		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	92426.66	1374.51	0.00	0.00
7116927889	07/02/2012	73		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	92426.66	251.51	0.00	0.00
7116927889	07/03/2012	351	07/01/2012	0.00	0.00	0.00	0.00	0.00	-1123.00	0.00	0.00	92426.66	251.51	0.00	0.00
7116927889	08/08/2012	173	08/01/2012	0.00	0.00	0.00	117.98	414.00	377.15	0.00	909.13	92308.88	628.66	0.00	0.00
7116927889	08/08/2012	173	09/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	92308.88	628.66	0.00	0.00
7116927889	08/08/2012	173		0.00	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	92308.88	628.66	0.00	0.00
7116927889	08/08/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	92308.88	628.66	0.00	0.00
7116927889	09/11/2012	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	92308.88	628.66	0.00	0.00
7116927889	10/01/2012	173	09/01/2012	0.00	0.00	0.00	118.51	413.47	377.15	0.00	909.13	92190.47	1005.81	0.00	0.00
7116927889	10/01/2012	173	10/01/2012	0.00	0.00	0.00	119.04	412.94	377.15	0.00	909.13	92071.43	1382.96	0.00	0.00
7116927889	10/01/2012	173	11/01/2012	0.00	21.27	0.00	0.00	0.00	0.00	0.00	21.27	92071.43	1382.96	0.00	0.00
7116927889	10/01/2012	73		-21.27	0.00	0.00	0.00	0.00	0.00	0.00	-21.27	92071.43	1382.96	0.00	0.00
7116927889	11/05/2012	173	11/01/2012	0.00	0.00	0.00	119.58	412.40	377.15	0.00	909.13	91951.85	1760.11	0.00	0.00
7116927889	11/05/2012	173	12/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	91951.85	1760.11	0.00	0.00
7116927889	11/05/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	91951.85	1760.11	0.00	0.00
7116927889	12/07/2012	312	12/01/2012	0.00	0.00	0.00	0.00	0.00	-1819.10	0.00	0.00	91951.85	-58.69	0.00	0.00
7116927889	12/10/2012	173	12/01/2012	0.00	0.00	0.00	120.11	411.87	377.15	0.00	909.13	91831.74	318.16	0.00	0.00
7116927889	12/10/2012	173	01/01/2013	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	91831.74	318.16	0.00	0.00
7116927889	12/10/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	91831.74	318.16	0.00	0.00
7116927889	12/31/2012											91831.74	318.16	0.00	0.00

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THE MORTGAGE SERVICE CENTER
4001 LEADENHALL ROAD
MT LAUREL, NJ 08054

DATE 06/14/2013

CUSTOMER ACCOUNT ACTIVITY STATEMENT

MORT NAME NORMAN LOWERY
STREET 727 SWEET MEADOW LN LN
CITY STATE ZIP CLOVER, SC, 29710

LOAN NUMBER: 7118927869

ACTIVITY FOR PERIOD 01/01/2013 - 06/14/2013

Loan Number	Transaction Date	Transaction Code	Due Date	Fees Assessed	Fees Paid	Suspense Amount	Principal Amount	Interest Amount	Escrow Amount	Advance Amount	Total Amount	Principal Balance	Escrow Balance	Advance Balance	Suspense Balance
7118927869	01/01/2013					0.00	0.00	0.00	0.00	0.00	21.27	91831.74	318.16	0.00	0.00
7118927869	01/16/2013	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	817.41	91831.74	318.16	0.00	817.41
7118927869	02/09/2013	172	01/01/2013	0.00	0.00	817.41	0.00	0.00	0.00	0.00	11.26	91831.74	318.16	0.00	817.41
7118927869	02/27/2013	132		11.26	0.00	0.00	0.00	0.00	0.00	0.00	11.26	91831.74	318.16	0.00	817.41
7118927869	03/25/2013	132		11.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	91831.74	318.16	0.00	0.00
7118927869	03/27/2013	147	01/01/2013	0.00	0.00	-817.41	0.00	0.00	0.00	0.00	11.26	91831.74	318.16	0.00	0.00
7118927869	04/26/2013	132		11.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	91831.74	318.16	0.00	0.00
7118927869	05/29/2013	830		0.00	0.00	0.00	0.00	0.00	0.00	595.00	0.00	91831.74	318.16	595.00	0.00
7118927869	05/29/2013	832		0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	91831.74	318.16	748.00	0.00
7118927869	05/29/2013	832		0.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	91831.74	318.16	751.00	0.00
7118927869	05/29/2013	832		0.00	0.00	0.00	0.00	0.00	0.00	28.00	0.00	91831.74	318.16	777.00	0.00
7118927869	05/29/2013	832		0.00	0.00	0.00	0.00	0.00	0.00	425.00	0.00	91831.74	318.16	1202.00	0.00
7118927869	06/03/2013	132		11.26	0.00	0.00	0.00	0.00	0.00	0.00	11.26	91831.74	318.16	1202.00	0.00
7118927869	06/14/2013											91831.74	318.16	1202.00	0.00

2011									2012									2013									
JANUARY			FEBRUARY			MARCH			JANUARY			FEBRUARY			MARCH			JANUARY			FEBRUARY			MARCH			
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31						
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31													
24	25	26	27	28	29	30	31																				
APRIL			MAY			JUNE			APRIL			MAY			JUNE			APRIL			MAY			JUNE			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							
18	19	20	21	22	23	24	25	26	27	28	29	30	31														
25	26	27	28	29	30	31																					

✓ Track Your Expenses ...

- | | | |
|---|--|---|
| ☐ Auto/Travel | ☐ Education | ☐ Medical/Dental |
| ☐ Business | ☐ Entertainment | ☐ Savings |
| ☐ Charities | ☐ Food | ☐ Taxes |
| ☐ Clothing | ☐ Home | ☐ Utilities |
| ☐ Dependent Care | ☐ Insurance | ☐ Other |

Creditwell Member Mortgage

1 Credit Bureau 4/1/10

☐ TAX DEDUCTIBLE ITEM

BAL.	
FORD	
ITEM	
AMOUNT	517.41
BALANCE	
DEPOSIT	
FORD	

Memo 1116494569

For enhanced security your account number will not be printed on this copy

NOT NEGOTIABLE

sch #2
pg 1

Statement Date: 02-21-13

Page 1

NORMAN D LOWERY
NANCY SANDERS-LOWERY
727 SWEET MEADOW LN
CLOVER SC 29710-8840

SUMMARY OF ACCOUNTS

Account Type	Account Number	Beginning Balance	Debits	Credits	Ending Balance
Interest Checking	31034019	1,299.83	4,149.45	2,865.29	15.67
Shares	2298365	25.31	.00	.02	25.33

For your safety, no social security or other tax identification numbers are printed on this statement.

INTEREST CHECKING

Daily Rates: 08-19-10 Thru 02-21-13 0.250%, Annual Percentage Yield: 0.250%

Statement Period: 01-25-13 Thru 02-21-13

NORMAN D LOWERY
NANCY SANDERS-LOWERY
Overdraft Account Number: 2298365

Account Number: 31034019

Regular Shares

ACCOUNT ACTIVITY

Beginning Balance: 1,299.83
Interest Period: 01-25-13 Thru 02-21-13
SECU Foundation Year To Date: 1.00

Interest Earned Year To Date: .42
Number Of Days In Interest Period: 28

Posted Date	Effective Date	+ / -	Amount	Transaction Description	Ending Balance
01-25-13	01-25-13	-	.75	ATM USAGE FEE	
01-25-13	01-25-13	-	5.50	POINT OF SALE DEBIT L340 TIME 05.17 AM DATE 01-25	
01-25-13	01-25-13	-	13.96	FLYING J #711 BLACKSBURG SC POINT OF SALE DEBIT L341 TIME 03.30 PM DATE 01-24	
01-25-13	01-25-13	-	59.53	BI-LO 287 YORK SC POINT OF SALE DEBIT L340 TIME 05.10 AM DATE 01-25	
01-25-13	01-25-13	-	1.89	FLYING J #711 BLACKSBURG SC POINT OF SALE DEBIT L340 DATE 01-24	
01-25-13	01-25-13	-	20.00	Amazon Video On Demand 216-1072 POINT OF SALE DEBIT L340 DATE 01-24	
01-25-13	01-25-13	-	206.94	OPEN DREAMERS LLC 570-856-0903 ROCK HILL TELEPH TC ACH 013024008960489	991.26

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Appellate Case No.
2015-002253

Statement is continued on next page

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Attach 3
B1

NORMAN D LOWERY
Account Number: 31034019

Statement Date: 02-21-13
Page 5

Posted Date	Effective Date	+/-	Amount	Transaction Description	Ending Balance
02-08-13	02-08-13	-	6.00	POINT OF SALE DEBIT L340 DATE 02-08 SUBWAY 0029YORK	1,792.11
02-11-13	02-11-13	-	4.16	POINT OF SALE DEBIT L341 TIME 08.26 AM DATE 02-09 BORDERLINE MINI CLOVER SC	
02-11-13	02-11-13	-	16.27	POINT OF SALE DEBIT L340 TIME 11.46 AM DATE 02-08 WAL-MART SUPER YORK SC	
02-11-13	02-11-13	-	20.01	POINT OF SALE DEBIT L340 TIME 10.22 AM DATE 02-08 MURPHY EXPRESS ROCK HILL SC	
02-11-13	02-11-13	-	47.67	POINT OF SALE DEBIT L343 TIME 11.29 AM DATE 02-08 WAL-MART SUPER YORK SC	
02-11-13	02-11-13	-	58.33	POINT OF SALE DEBIT L341 TIME 01.12 PM DATE 02-10 BI-LO 719 YORK SC	
02-11-13	02-11-13	-	61.01	POINT OF SALE DEBIT L340 TIME 09.12 AM DATE 02-11 QUICKTRIP CLOVER SC	
02-11-13	02-11-13	-	119.87	POINT OF SALE DEBIT L341 TIME 04.24 PM DATE 02-09 WAL-MART SUPER ROCK HILL SC	
02-11-13	02-11-13	-	9.74	POINT OF SALE DEBIT L340 DATE 02-08 Amazon.com AMZN.COM/BIL	
02-11-13	02-11-13	-	29.95	POINT OF SALE DEBIT L340 DATE 02-08 OTL SCORESENSE.COM800-679-6327	
02-11-13	02-11-13	-	121.91	STATE FARM RO 27 PYMT 013042004973388 CK#1311	
02-11-13	02-11-13	-	817.41	MORTGAGE SVC CTR CHECKPYMT 013042005006055 CK#1310	486.08
02-12-13	02-12-13	-	5.67	POINT OF SALE DEBIT L340 DATE 02-12 Amazon Video On De866-216-1072	
02-12-13	02-12-13	-	14.99	POINT OF SALE DEBIT L340 DATE 02-11 AT&T DATA 800-331-0500	
02-12-13	02-12-13	-	54.95	POINT OF SALE DEBIT L340 DATE 02-11 SWAROVSKI CRYSTAL 401-4636400	410.47
02-13-13	02-13-13	-	23.18	POINT OF SALE DEBIT L340 TIME 02.43 PM DATE 02-12 WAL-MART #1666 CHARLOTTE NC	
02-13-13	02-13-13	-	1.89	POINT OF SALE DEBIT L340 DATE 02-12 Amazon Video On De866-216-1072	385.40
02-14-13	02-14-13	-	20.77	POINT OF SALE DEBIT L341 TIME 09.33 AM DATE 02-14 WAL-MART SUPER GASTONIA NC	
02-14-13	02-14-13	-	30.00	POINT OF SALE DEBIT L340 TIME 09.11 AM DATE 02-14 BORDERLINE MINI CLOVER SC	334.63
02-15-13	02-15-13	-	10.69	POINT OF SALE DEBIT L341 TIME 03.31 PM DATE 02-14 DM OF YORK INC YORK SC	

(Ref by MHC) (hand)
2013/199/58
817.11

Nationstar v. Lowery
Appellate Case No.
2015-002253

Statement is continued on next page

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ptch 3
pg 2

STOP/CAUTION ORDER/REVOCAION OF PRE-AUTHORIZATION
TRANSACTION/ACH REVOCATION/CREDIT C

2015/4

☒ SECU

☐ LGFCU

☐ NCPA

☒ SP (Stop Payment)

☐ SC (Stop Caution)

Type of Stop: ☒ Che

Member Name: NORMAN D LOWERY

Account Number: 31034019

Description/Payee: COLDWELL BANKER MORTGAG

Branch #: 00201

Amount: 777.15

Check # Low: 001312

Check # High: 001312

Check Initiated By Phone or Internet: ☐ Yes ☒ No

Source of Request: ☒ In Person ☐ By Phone/Fax ☐ By Mail ☐ Online ☐ Branch Use

Waive Fee: ☐ Yes ☒ No

Waive Fee Reason: ☐ Lost/Stolen ☐ Other

Posting Date (ACH transactions only):

POS RETURN CODES:

R0 ☐ I, the undersigned, hereby give notice that I direct the Credit Union to decline (stop) one (1) future payment for the above referenced company. This payment will be returned "Authorization Revoked by Customer". I fully understand that any future POS transactions from this company will be processed on my account and will not be declined.

R1 ☐ I, the undersigned, hereby give notice that I have revoked in writing all authorization previously given to the above referenced company for any future payments on my accounts and direct the Credit Union to return all future transactions from this company as "Authorized Revoked by Customer."

ACH REVOCATION RETURN CODES- Written Statement of Unauthorized Debit:

R07 ☐ I, the undersigned, hereby give notice that I have revoked in writing authorization previously given to the above referenced company and direct the Credit Union to return the current and/or future transactions from this company regardless of the dollar amount submitted.

R08 ☐ I, the undersigned, hereby direct the Credit Union to return future transactions from the above referenced company in the amount listed above only.

R10 ☐ I, the undersigned, did not authorize the above referenced company to draft my account with the Credit Union. I hereby direct the Credit Union to return all current and future ACH transactions from this company as "Customer Advises Not Authorized."

DISCLOSURES

1. I understand the Stop/Caution Order/ACH/POS/Credit Card Revocation is VALID FOR ONLY TWELVE (12) MONTHS. If the above item(s) is/are presented against my checking account and/or credit card after the expiration of this Stop/Caution Order/ACH/POS Revocation and a new Stop/Caution Order/ACH/POS/Credit Card Revocation has not been completed and signed by me, the item(s) will be processed on my account and the Credit Union will not be held responsible.
2. The Credit Union can not honor this request if the item(s) described above is/are accepted on the same processing day as this request. If so, the processing fee for ACH revocation will still be applied to my account; however, if the fee is for a Stop/Caution Order the fee will be refunded.
3. I understand that except when a return code R08 is used above, all future Visa Pre-authorized Recurring Point of Sale Transactions and/or ACH debits from the originating company, regardless of amount, will be returned.
4. I understand if the name and/or company ID of the originating company changes, thus enabling a debit to post to my account, the Credit Union will not be held responsible.
5. I understand if an authorization for a POS transaction has already been obtained by the merchant, the charge will post to my account.
6. I assert that this Written Statement of Unauthorized Debit is true and correct and that I am an authorized signer or have the authority to act on the account.

Signature of Member

Date: 5/23/13

Member's Daytime Phone #: (828) 782-7020

SECU ONLY: Stop Keyed By: 507011N

Date: 05/23/2013

Time: 9:52



Nationstar Lowery

Appellate Case No.

2015-002253

Revised 04/13/2012

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Arch 4
Pg 1

2011									2012									2013											
JANUARY			FEBRUARY			MARCH			JANUARY			FEBRUARY			MARCH			JANUARY			FEBRUARY			MARCH					
S	M	T	W	T	F	S	M	T	W	T	F	S	M	T	W	T	F	S	M	T	W	T	F	S	M	T	W	T	F
						1	2	3	4	5	6	1	2	3	4	5	6	1	2	3	4	5	6	1	2	3	4	5	6
7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14
APRIL			MAY			JUNE			APRIL			MAY			JUNE			APRIL			MAY			JUNE					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11
20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25

Track Your Expenses...

☐ Auto/Travel ☐ Education ☐ Medical/Dental
☐ Business ☐ Entertainment ☐ Savings
☐ Charities ☐ Food ☐ Taxes
☐ Clothing ☐ Home ☐ Utilities
☐ Dependent Care ☐ Insurance ☐ Other

Coldwell Banker Int'l
Seven Hundred Sixty Six

☐ TAX DEDUCTIBLE ITEM

3-3-2013

BAL. FWD	
ITEM AMOUNT	1111.15
BALANCE	1111.15
DEPOSIT	
FWD	

Memo

For enhanced security your account number will not be printed on this copy

NOT NEGOTIABLE

STOP/CAUTION ORDER/REVOCAION OF PRE-AUTHORIZATION OF REC
TRANSACTION/ACH REVOCATION/CREDIT CARD REV

☒ SECU

☐ LGFCU

☐ NCPAFCU

☒ SP (Stop Payment) ☐ SC (Stop Caution)

Type of Stop: ☒ Check

☐ ACH/Electronic

☐ Recurring POS

Member Name: NORMAN D LOWERY

Account Number: 31034019

Description/Payee: COLDWELL BANKER MORTGAG

Branch #: 00201 Amount: 777.15 Check # Low: 001316 Check # High: 001316

Check Initiated By Phone or Internet: ☐ Yes ☒ No

Source of Request: ☒ In Person ☐ By Phone/Fax ☐ By Mail ☐ Online ☐ Branch Use

Waive Fee: ☐ Yes ☒ No

Waive Fee Reason: ☐ Lost/Stolen ☐ Other

Posting Date (ACH transactions only):

POS RETURN CODES:

R0 ☐ I, the undersigned, hereby give notice that I direct the Credit Union to decline (stop) one (1) future payment for the above referenced company. This payment will be returned "Authorization Revoked by Customer". I fully understand that any future POS transactions from this company will be processed on my account and will not be declined.

R1 ☐ I, the undersigned, hereby give notice that I have revoked in writing all authorization previously given to the above referenced company for any future payments on my accounts and direct the Credit Union to return all future transactions from this company as "Authorized Revoked by Customer."

ACH REVOCATION RETURN CODES- Written Statement of Unauthorized Debit:

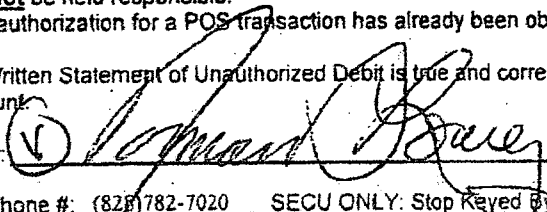
R07 ☐ I, the undersigned, hereby give notice that I have revoked in writing authorization previously given to the above referenced company and direct the Credit Union to return the current and/or future transactions from this company regardless of the dollar amount submitted.

R08 ☐ I, the undersigned, hereby direct the Credit Union to return future transactions from the above referenced company in the amount listed above only.

R10 ☐ I, the undersigned, did not authorize the above referenced company to draft my account with the Credit Union. I hereby direct the Credit Union to return all current and future ACH transactions from this company as "Customer Advises Not Authorized."

DISCLOSURES

1. I understand the Stop/Caution Order/ACH/POS/Credit Card Revocation is VALID FOR ONLY TWELVE (12) MONTHS. If the above item(s) is/are presented against my checking account and/or credit card after the expiration of this Stop/Caution Order/ACH/POS Revocation and a new Stop/Caution Order/ACH/POS/Credit Card Revocation has not been completed and signed by me, the item(s) will be processed on my account and the Credit Union will not be held responsible.
2. The Credit Union can not honor this request if the item(s) described above is/are accepted on the same processing day as this request. If so, the processing fee for ACH revocation will still be applied to my account; however, if the fee is for a Stop/Caution Order the fee will be refunded.
3. I understand that except when a return code R08 is used above, all future Visa Pre-authorized Recurring Point of Sale Transactions and/or ACH debits from the originating company, regardless of amount, will be returned.
4. I understand if the name and/or company ID of the originating company changes, thus enabling a debit to post to my account, the Credit Union will not be held responsible.
5. I understand if an authorization for a POS transaction has already been obtained by the merchant, the charge will post to my account.
6. I assert that this Written Statement of Unauthorized Debit is true and correct and that I am an authorized signer or have the authority to act on the account.

Signature of Member: 

Date: 5/23/13

Member's Daytime Phone #: (828) 782-7020 SECU ONLY: Stop Keyed By: S07011N Date: 05/23/2013 Time: 9:53



NR56AG38736 Lowery

Appellate Case No.

2015-002253

Revised 04/13/2012

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2011			2012			2013		
JANUARY	FEBRUARY	MARCH	JANUARY	FEBRUARY	MARCH	JANUARY	FEBRUARY	MARCH
SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
APRIL	MAY	JUNE	APRIL	MAY	JUNE	APRIL	MAY	JUNE
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

- ☐ Business
☐ Charitable
☐ Clothing
☐ Dependant Care
☐ Entertainment
☐ Food
☐ Home
☐ Insurance
☐ Medical
☐ Taxes
☐ Utilities
☐ Other

Sixty Hundred Sixty Six Dollars

☐ TAX DEDUCTIBLE ITEM

Memo

For enhanced security your account number will not be printed on this copy

NOT NEGOTIABLE

**STOP/CAUTION ORDER/REVOCAION OF PRE-AUTHORIZA
TRANSACTION/ACH REVOCATION/CRE**

☒ SECU

☐ LGFCU

☐

☒ SP (Stop Payment) ☐ SC (Stop Caution)

Type of Stop: ☒ Check

☐ ACH/Electronic

☐ Recurring POS

Member Name: NORMAN D LOWERY

Account Number: 31034019

Description/Payee: COLDWELL BANKER MORTGAG

Branch #: 00201

Amount: 777.15

Check # Low: 001317

Check # High: 001317

Check Initiated By Phone or Internet: ☐ Yes ☒ No

Source of Request: ☒ In Person ☐ By Phone/Fax ☐ By Mail ☐ Online ☐ Branch Use

Waive Fee: ☐ Yes ☒ No

Waive Fee Reason: ☐ Lost/Stolen ☐ Other

Posting Date (ACH transactions only): _____

POS RETURN CODES:

R0 ☐ I, the undersigned, hereby give notice that I direct the Credit Union to decline (stop) one (1) future payment for the above referenced company. This payment will be returned "Authorization Revoked by Customer". I fully understand that any future POS transactions from this company will be processed on my account and will not be declined.

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R08 ☐ I, the undersigned, hereby direct the Credit Union to return future transactions from the above referenced company in the amount listed above only.

R10 ☐ I, the undersigned, did not authorize the above referenced company to draft my account with the Credit Union. I hereby direct the Credit Union to return all current and future ACH transactions from this company as "Customer Advises Not Authorized."

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2. The Credit Union can not honor this request if the item(s) described above is/are accepted on the same processing day as this request. If so, the processing fee for ACH revocation will still be applied to my account; however, if the fee is for a Stop/Caution Order the fee will be refunded.
3. I understand that except when a return code R08 is used above, all future Visa Pre-authorized Recurring Point of Sale Transactions and/or ACH debits from the originating company, regardless of amount, will be returned.
4. I understand if the name and/or company ID of the originating company changes, thus enabling a debit to post to my account, the Credit Union will not be held responsible.
5. I understand if an authorization for a POS transaction has already been obtained by the merchant, the charge will post to my account.
6. I assert that this Written Statement of Unauthorized Debit is true and correct and that I am an authorized signer or have the authority to act on the account.

Signature of Member

Date: 5/23/13

Member's Daytime Phone #: (828) 782-7020

SECU ONLY: Stop Keyed By: S0701AN

Date: 05/23/2013

Time: 9:54



National 800 Lowery

Appellate Case No.

2015-002253

Revised 04/13/2012

Exhibit

7

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pg1

2011			2012			2013		
JANUARY	FEBRUARY	MARCH	JANUARY	FEBRUARY	MARCH	JANUARY	FEBRUARY	MARCH
SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
APRIL	MAY	JUNE	APRIL	MAY	JUNE	APRIL	MAY	JUNE
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

- ☐ Business
- ☐ Charities
- ☐ Clothing
- ☐ Dependent Care
- ☐ Food
- ☐ Home
- ☐ Insurance
- ☐ Medical
- ☐ Other

Calhoun Bank Mortgage
State Highway Security State

☐ TAX DEDUCTIBLE ITEM

ITEM	
ACCOUNT	
BALANCE	
DEPOSIT	
FOR'D	

Memo

For enhanced security your account number will not be printed on this copy

NOT NEGOTIABLE

Subject: Ref Docket Nr. 13-1503, PHH Mortgage Corporation vs. Norman D. Lowery, filed May 14 2013

From: Norman Lowery (lowerynd@yahoo.com)

To: payoffreins@rtt-law.com;

Date: Thursday, May 23, 2013 10:48 AM

I was shocked to be served court documents in the middle of May 2013 stating I was delinquent 5 months of mortgage payments. I immediately contacted the mortgage company, according to company representatives in the legal section they indicated that check number 1310 was sent back to us along with a letter (the term "short payment letter" was verbalized) stating that it was not enough to cover the January mortgage payment. I get the mail and we received no letters/documents of any shape or form, nor did I sign receipt of any notifications of any type/shape or form of communication notifying me as being delinquent of any payment, opportunity to intervention, CURE or bring payments up to date. I request a copy of all documents, receipts of delivery, letters, notes, documents or any other shape or form of communication related to any and all information pertaining to this matter, as well as the current location and status of all un-cashed checks sent to Coldwell Banker Mgt, PO Box 371458, Pittsburg, PA 15250.

In reading Court documents delivered to me, Ref Docket Nr. 13-1503, PHH Mortgage Corporation vs. Norman D. Lowery, filed May 14 2013, Notice: para 3. States: *"The debt described in this notice will be assumed to be valid by the Creditor's law firm unless you, the Consumer, within thirty (30) days after the receipt this notice, dispute the validity of the debt or any portion thereof"*, and para 4. States: *"If you the Consumer, notify the Creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt, and a copy of the verification and a verification will be mailed to you, the Consumer, by the Creditor's law firm"*. I dispute any and all foreclosure actions for inadvertently missing one (1) mortgage payment and demand all foreclosure action cease due to either false, misreported or incorrect information follows :

Prior to January 2013 I managed all bills to include paying the Mortgage, due to suffering a heart attack and subsequently having several stent implanted, my spouse, Nancy, was forced to take over making payments. Not having done so ever since we have been married she inadvertently overlooked several bills, additionally I didn't have any system for my wife to follow. I do not work due to military service connected disability and receive military retirement from which I pay the monthly bills. Normally I don't receive the retirement check till the first of the month, January 1st being a U S Government holiday the government normally sends the payment the next business day. In December I informed the Mortgage Company, when I paid the December bill (via debit card), the January bill would be several days late due to the Government holiday and I wasn't sure what date the holiday closure time period would be (company recorded telephone line). Shortly after the 1st of January 2013 I became ill and suffered a heart attack.

In January 2013 Nancy had assumed I paid the January mortgage and other payments before my heart attack. In February, she developed a binder for our monthly bills in the event I am unable to pay the monthly payments she will be able to do so. Nancy has made all payments to the Mortgage Company by check. Starting with check number 1310 for \$817.41, subsequently cashed by the mortgage company and documented on NC State Employee Credit Union (NC SECUCU) monthly statement dated 02-21-13, page 5.

Nancy also sent the following checks for mortgage payments annotated by date: 03-05-13 \$777.15

Check #1312, 04-01-13 \$777.15 Check #1316 and 05-03-13 \$777.15 Check #1317. All checks were

Nationstar v. Lowery

Appellate Case No.

2015-002253

<http://us-mg5.mail.yahoo.com/neo/launch?.rand=283bl4hos0fv9>

Exhibit

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Pg 1

sent to Coldwell Banker Mgt, PO Box 371458, Pittsburg, PA 15250 none of which were processed by NC SECU. I have since stopped payment on those checks to Coldwell Banker due to not knowing who is possession of those outstanding checks.
Your assistance in terminating frclosure action is greatly appreciated.

Norman D. Lowery

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Page 2

Subject: Request for status update; Ref Docket Nr. 13-1503, PHH Mortgage Corporation vs. Norman D. Lowery, filed May 14 2013

From: Norman Lowery (lowerynd@yahoo.com)

To: payoffreins@rtt-law.com;

Date: Wednesday, June 5, 2013 8:43 AM

I request a written update as to the status of the above listed foreclosure as well as the status of requested documents. Norm Lowery

Nationstar v. Lowery

Appellate Case No.

2015-002253

<http://us-mg5.mail.yahoo.com/neo/launch?.rand=c5pnerip2j4cf> Exhibit 7 Pg 19 of 75 9/4/2013

Handwritten: #8 pg 1

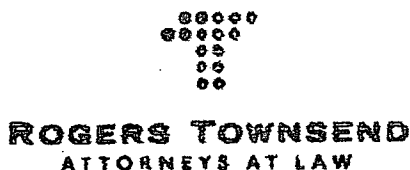
Subject: PHH v. Norman Lowery; 011227-01181
From: Maryann Capoccia (Maryann.Capoccia@rtt-law.com)
To: lowerynd@yahoo.com;
Date: Wednesday, June 12, 2013 10:23 AM

Mr. Lowery,

Attached please find a letter from our attorney in response to your letter dated June 5, 2013. Thank you.

Best,

Maryann Capoccia



Maryann Capoccia Direct 803.744.5229
Contested Foreclosure Paralegal Fax 803.343.7013

Rogers Townsend & Thomas, PC Main 803.771.7900
220 Executive Center Drive Visit rtt-law.com
Columbia, SC 29210

NOTICES

PRIVILEGED AND CONFIDENTIAL: This electronic message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is attorney-client privileged, may be confidential work product, or may be exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is wrongful, is strictly prohibited, and may subject you to civil liability. If you have received this communication in error, please immediately notify us by telephone at 803-771-7900 (Columbia office) or 704-442-9500 (Charlotte office) or by return e-mail, and destroy any copies (electronic, paper, or otherwise) that you may have of this communication.

Nationstar v. Lowery

Appellate Case No.

2015-002253

<http://us-mg5.mail.yahoo.com/neo/launch?.rand=c5pnerip2j4cf>

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Alk B
pg 2

DEBT COLLECTOR: This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only as an attempt to enforce a lien.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with certain U.S. Treasury regulations, we inform you that, unless expressly stated otherwise, any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of avoiding tax-related penalties that may be imposed by the IRS or to promote, market or recommend to any party any tax-related matter addressed herein. In addition, if any such tax advice is used or referred to by other parties in promoting, marketing or recommending any partnership or other entity, investment plan or arrangement, then (i) the advice should be construed as written in connection with the promotion or marketing by others of the transaction(s) or matter(s) addresses in this communication and (ii) the taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

Nationstar v. Lowery

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2015-002253

<http://us-mg5.mail.yahoo.com/neo/launch?.rand=c5pnerip2j4cf>

Exhibit

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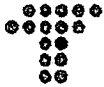
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ROGERS TOWNSEND
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200 (20202)
220 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803.744.4444 F 803.343.7013
WWW.RTT-LAW.COM

SENT VIA EMAIL: lowerynd@yahoo.com

June 12, 2013

Norman D. Lowery
727 Sweet Meadow Ln
Clover, SC 29710

Re: Norman Lowery
Loan No. 7116927869
Our File No. 011227-01181

Dear Mr. Lowery:

I received your status update request dated June 5, 2013 regarding the above referenced file. Please be aware that we are unable to offer you any legal advice.

In response to your dispute of the debt, my firm has placed its file on hold until the debt is validated by my client. Please note that this hold may not alleviate the requirements imposed upon you by the Rules of Civil Procedure or any other applicable court rules or orders, including the time specified to file and serve a responsive pleading to the allegations of the complaint.

Once we receive the validation of debt and other documents from our client, my firm will serve these upon you.

Sincerely,

Jennifer W. Rubin
Robert P. Davis
Vance L. Brabham
Attorneys for Plaintiff

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

Nationstar v. Lowery
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*Alch #9
pg 4*

Subject: response from courier delivered request to contact you

From: Norman Lowery (lowerynd@yahoo.com)

To: armino.viana@mortgagefamily.com;

Date: Tuesday, July 2, 2013 4:45 PM

Mr. Viana, I'm responding to your request to contact me, I've called your office number, (800) 7502518, ext. #88364, a number of times including the date your company courier delivered form number SPI-020-12.09. Due to signal issues with my phone you'll have to correspond with me via email.

Nationstar v. Lowery

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<http://us-mg5.mail.yahoo.com/neo/launch?.rand=c5pnerip2j4cf>

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of

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9/4/2013

DATE ____/____/____

FECHA ____/____/____

**IMPORTANT
IMPORTANTE**

**PLEASE CALL
LLAME POR FAVOR**

Cendent

NAME / NOMBRE

800-330-0423

TELEPHONE NUMBER*
NÚMERO DE TELÉFONO*

**PLEASE BE READY TO GIVE YOUR ACCOUNT NUMBER.
POR FAVOR ESTÉ LISTO PARA DAR SU NÚMERO DE CUENTA.**

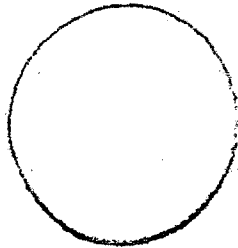
**WE ARE EXPECTING YOUR CALL TODAY
ESPERAMOS SU LLAMADA HOY**

*CALLS ARE RANDOMLY MONITORED & RECORDED TO ENSURE QUALITY SERVICE.

*LA LLAMADA PUEDE SER SUPERVISADA Y GRABADA PARA ASEGURAR LA CALIDAD DEL SERVICIO.

SPI-020-12.09

TEAR HERE & INSERT CARD INTO ENVELOPE



Cendant
mortgage

7/23/13

Sebastian

11/20

DATE ____/____/____

FECHA ____/____/____

**IMPORTANT
IMPORTANTE**

**PLEASE CALL
LLAME POR FAVOR**

Cendant

NAME / NOMBRE

800 330 0423

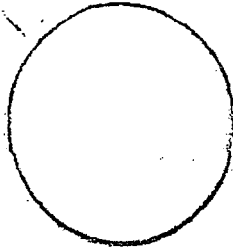
TELEPHONE NUMBER*
NÚMERO DE TELÉFONO*

**PLEASE BE READY TO GIVE YOUR ACCOUNT NUMBER.
POR FAVOR ESTÉ LISTO PARA DAR SU NÚMERO DE CUENTA.**

**WE ARE EXPECTING YOUR CALL TODAY
ESPERAMOS SU LLAMADA HOY**

*CALLS ARE RANDOMLY MONITORED & RECORDED TO ENSURE QUALITY SERVICE.
*LA LLAMADA PUEDE SER SUPERVISADA Y REGISTRADA PARA ASEGURAR LA CALIDAD DEL SERVICIO.

SPI-020-12.09



IMPORTANT
IMPORTANTE

INFORMATION
INFORMACION

ENCLOSED
INCLUIDO

IMPORTANT
IMPORTANTE
INFORMATION
INFORMACION
ENCLOSED
INCLUIDO

DATE ____/____/____

FECHA ____/____/____

IMPORTANT
IMPORTANTE

PLEASE CALL
LLAME POR FAVOR

TEAR HERE & INSERT CARD INTO ENVELOPE

Centent

NAME / NOMBRE

800-330-0423

TELEPHONE NUMBER*

NÚMERO DE TELÉFONO*

PLEASE BE READY TO GIVE YOUR ACCOUNT NUMBER.
POR FAVOR ESTÉ LISTO PARA DAR SU NÚMERO DE CUENTA.

WE ARE EXPECTING YOUR CALL TODAY
ESPERAMOS SU LLAMADA HOY

*CALLS ARE RANDOMLY MONITORED & RECORDED TO ENSURE QUALITY SERVICE.
*LA LLAMADA PUEDE SER SUPERVISADA Y GRABADA PARA ASEGURAR LA CALIDAD DEL SERVICIO.

SPI-020-12.09

Content

August 22, 2013

Nationstar v. Lowery
Appellate Case No.
2015-002253

Subject: [No Subject]

From: Joseph, Nadera (MBS) (Nadera.Joseph@mortgagefamily.com)

To: lowerynd@yahoo.com;

Date: Wednesday, August 28, 2013 1:25 PM

Please consider the environment before printing this email

NOTICE: This communication and any attachments may contain non-public, confidential and/or proprietary information for disclosure to and use by the intended recipient only. If you have received this communication in error, please delete or destroy it and all copies and attachments immediately, and notify the sender. If you are not the intended recipient, be advised that any review, distribution or printing of this communication is prohibited. An error in transmission is not intended to waive confidentiality or privilege. We reserve the right, to the extent permitted under applicable law, to monitor electronic communications.

Nationstar v. Lowery

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<http://us-mg5.mail.yahoo.com/neo/launch?.rand=c5pnerip2j4cf>

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Dear Customer,

In order to review your request for assistance, please print and complete the following financial worksheets. Mail, fax, or email your completed worksheet along with the supporting documents listed below to:

Mortgage Service Center
Attn: Loss Mitigation
PO Box 1945
Bowie, MD 20717

or

(Overnight address only)
Mortgage Service Center
300 Prince Georges Boulevard
Upper Marlboro, MD 20774

Fax #: (855) 917 2848

Email: HomeownerAssistanceTeam@mortgagefamily.com

- Completed financial disclosure statement with monthly expenditures form for all mortgagors of record that reside in property. (Signed and dated)
- Completed Uniform Borrower's Assistance Form (Signed and dated)
- Hardship affidavit certifying your hardship is true and accurate, outlining your situation in detail. (Signed and dated)
- Complete income tax return for most recent 2 years for all mortgagors listed on loan.
- The last 2 months bank statement (all pages), including all checking, savings, money market, etc.
- Copies of the most recent pay stubs (2 months) for all mortgagors on the loan.
- If applicable - Proof of rental income - Signed lease agreement(s), bank statement(s) showing rental income deposit(s) and/or copies of rental receipts.
- If applicable - We will order a recent appraisal or independent broker price opinion on the subject property.
- Payoff Quote for 1st mortgage (Applicable to HELOC/2nd Mortgage only)

If the requested documentation is not provided, or is incomplete, the review of your package will be delayed and/or the processing of your request for relief may be suspended. Our offer to review any information that you submit **DOES NOT REPRESENT A GUARANTEE** that relief will be granted by the Mortgage Service Center, the mortgage Loan Investor, the Insurer or the Guarantor of your loan.

IF YOU HAVE BEEN NOTIFIED THAT FORECLOSURE ACTIVITY HAS BEGUN, SUCH ACTIVITY WILL CONTINUE UNTIL YOUR LOAN IS CURRENT OR UNTIL YOU RECEIVE WRITTEN NOTIFICATION THAT RELIEF HAS BEEN GRANTED

Please be advised that some mortgage relief programs may have Federal tax implications. Please consult your tax preparer or contact the IRS for additional information.

If you have any questions regarding the completion of the forms or obtaining information, please contact the Loss Mitigation department at 1-800-750-2518 or via email to HomeownerAssistanceTeam@mortgagefamily.com

Thank you.

Mortgage Service Center
Loss Mitigation Department

UNIFORM BORROWER ASSISTANCE FORM

If you are experiencing a temporary or long-term hardship and need help, you must complete and submit this form along with other required documentation to be considered for available solutions. On this page, you must disclose information about (1) you and your intentions to either keep or transition out of your home; (2) the property's status; (3) bankruptcy; and (4) your credit counseling agency.

On Page 2, you must disclose information about all of your income, expenses and assets. Page 2 also lists the required income documentation that you must submit in support of your request for assistance. Then on Page 3, you must complete the Hardship Affidavit in which you disclose the nature of your hardship. The Hardship Affidavit informs you of the required documentation that you must submit in support of your hardship claim.

NOTICE: In addition, when you sign and date this form, you will make important certifications, representations and agreements, including certifying that all of the information in this Borrower Assistance Form is accurate and truthful and any identified hardship has contributed to your submission of this request for mortgage relief.

REMINDER: The Borrower Response Package you need to return consists of: (1) this completed, signed and dated Borrower Assistance Form; (2) completed and signed IRS Form 4506T-EZ (4506T for self-employed borrowers or borrowers with rental income); (3) required income documentation; and (4) required hardship documentation.

Loan Number _____ (usually found on your monthly mortgage statement)

Servicer's Name _____

I want to: ☐ Keep the Property ☐ Vacate the Property ☐ Sell the Property ☐ Undecided

The property is currently: ☐ My Primary Residence ☐ Second Home ☐ An Investment Property

The property is currently: ☐ Owner Occupied ☐ Renter Occupied ☐ Vacant

BORROWER

CO-BORROWER

BORROWER'S NAME

CO-BORROWER'S NAME

SOCIAL SECURITY NUMBER

DATE OF BIRTH

SOCIAL SECURITY NUMBER

DATE OF BIRTH

HOME PHONE NUMBER WITH AREA CODE

HOME PHONE NUMBER WITH AREA CODE

CELL OR WORK NUMBER WITH AREA CODE

CELL OR WORK NUMBER WITH AREA CODE

MAILING ADDRESS

PROPERTY ADDRESS (IF SAME AS MAILING ADDRESS, JUST WRITE SAME)

EMAIL ADDRESS

Is the property listed for sale? ☐ Yes ☐ No

If yes, what was the listing date? _____

If property has been listed for sale, have you received an offer on the property? ☐ Yes ☐ No

Date of offer: _____ Amount of Offer: _____

Agent's Name: _____

Agent's Phone Number: _____

For Sale by Owner? ☐ Yes ☐ No

Have you contacted a credit counseling agency for help?

☐ Yes ☐ No

If yes, complete the counselor contact information below:

Counselor's Name: _____

Agency's Name: _____

Counselor's Phone Number: _____

Counselor's Email Address: _____

Do you have condominium or homeowner association (HOA) fees? ☐ Yes ☐ No

Total Monthly payment amount: _____ Name and Address fees are paid to? _____

Have you filed for bankruptcy? ☐ Yes ☐ No If yes? ☐ Chapter 7 ☐ Chapter 11 ☐ Chapter 12 ☐ Chapter 13

If yes, what is the filing date? _____ Has your bankruptcy been discharged? ☐ Yes ☐ No Bankruptcy case Number: _____

Is any borrower an active duty service member? ☐ Yes ☐ No

Has any borrower been deployed away from his/her primary residence or received a Permanent Change of Station order? ☐ Yes ☐ No

Is any borrower the surviving spouse of a deceased service member who was on active duty at the time of death? ☐ Yes ☐ No

UNIFORM BORROWER ASSISTANCE FORM

Monthly Household Income		Monthly Household Expenses and Debt Payments		Household Assets (associated with the property and/or borrower(s) excluding retirement funds)	
Gross wages		First Mortgage Payment		Checking Account(s)	
Overtime		Second Mortgage Payment		Checking Account(s)	
Child Support / Alimony*		Homeowner's Insurance		Savings / Money Market	
Non-taxable social security/SSDI		Property Taxes		CDs	
Taxable SS benefits or other monthly income from annuities or retirement plans		Credit Cards/ Installment Loan(s) (total minimum payment per month)		Stock / Bonds	
Tips, commission, bonus and self-employed income		Alimony, child support payments*		Other Cash on Hand	
Rents Received		Car Lease Payments		Other Real Estate (estimated value)	
Unemployment Income		HOA/Condo Fees/Property Maintenance		Other	
Food Stamps/ Welfare		Mortgage Payments on other properties			
Other		Other			
Total (Gross Income)		Total Household Expenses and Debt Payments		Total Assets	

Any other liens (mortgage liens, mechanics liens, tax liens, etc.)

LienHolder's Name	Balance and Interest Rate	Loan Number	LienHolder's Phone Number

Required Income Documentation

☐ Do you earn a salary or hourly wage? For each borrower who is a salaried employee or paid by the hour, include paystub(s) reflecting the most recent 30 days' earnings and documentation reflecting year-to-date earnings, if not reported on the paystubs (e.g. signed letter or printout from employer).	☐ Are you self-employed? For each borrower who receives self-employed income, include a complete, signed individual federal income tax return and, as applicable, the business tax return; AND either the most recent signed and dated quarterly or year-to-date profit/loss statement that reflects activity for the most recent three months; OR copies of bank statements for the business account for the last two months evidencing continuation of business activity.
---	--

☐ **Do you have any additional sources of income? Provide for each borrower, as applicable:**

"Other Earned Income" such as bonuses, commissions, housing allowance, tips, or overtime:

☐ Reliable third-party documentation describing the amount and nature of the income (e.g., paystub, employment contract or printouts documenting tip income).

Social Security, disability or death benefits, pension, public assistance, or adoption assistance:

☐ Documentation showing the amount and frequency of the benefits, such as letters, exhibits, disability policy or benefits statement from the provider, and

☐ Documentation showing the receipt of payment, such as copies of the two most recent bank statements showing deposit amounts.

Rental Income:

☐ Copy of the most recent filed federal tax return with all schedules, including Schedule E - Supplement Income and Loss. Rental income for qualifying purposes will be 75% of the gross rent you reported, reduced by the monthly debt service on the property, if applicable; or

☐ If rental income is not reported on Schedule E - Supplemental Income and Loss, provide a copy of the current lease agreement with either bank statements or cancelled rent checks demonstrating receipt of rent.

Investment Income:

☐ Copies of the two most recent investment statements or bank statements supporting receipt of this income.

Alimony, child support, or separation maintenance payments as qualifying income:*

☐ Copy of divorce decree, separation agreement, or other written legal agreement filed with a court, or court decree that states the amount of the alimony, child support, or separation maintenance payments and the period of time over which the payments will be received, and

☐ Copies of your two most recent bank statements or other third-party documents showing receipt of payment.

*Notice: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered for repaying this loan.

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Borrower/Co-Borrower Acknowledgement and Agreement

I certify, acknowledge, and agree to the following:

1. All of the information in this Borrower Assistance Form is truthful and the hardship that I have identified contributed to my need for mortgage relief.
2. The accuracy of my statements may be reviewed by the servicer, owner or guarantor of my mortgage, their agent(s), or an authorized third party*, and I may be required to provide additional supporting documentation. I will provide all requested documents and will respond timely to all servicer, or authorized third party*, communications.
3. Knowingly submitting false information may violate Federal and other applicable law.
4. If I have intentionally defaulted on my existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this request for mortgage relief or if I do not provide all required documentation, the servicer may cancel any mortgage relief granted and may pursue foreclosure on my home and/or pursue any available legal remedies.
5. The servicer is not obligated to offer me assistance based solely on the representations in this document or other documentation submitted in connection with my request.
6. I may be eligible for a trial period plan, repayment plan, or forbearance plan. If I am eligible for one of these plans, I agree that:
 - a. All the terms of this Acknowledgment and Agreement are incorporated into such plan by reference as if set forth in such plan in full.
 - b. My first timely payment under the plan will serve as acceptance of the terms set forth in the notice of the plan sent by the servicer.
 - c. The servicer's acceptance of any payments under the plan will not be a waiver of any acceleration of my loan or foreclosure action that has occurred and will not cure my default unless such payments are sufficient to completely cure my entire default under my loan.
 - d. Payments due under a trial period plan for a modification will contain escrow amounts. If I was not previously required to pay escrow amounts, and my trial period plan contains escrow amounts, I agree to the establishment of an escrow account and agree that any prior waiver is revoked. Payments due under a repayment plan or forbearance plan may or may not contain escrow amounts. If I was not previously required to pay escrow amounts and my repayment plan or forbearance plan contains escrow amounts, I agree to the establishment of an escrow account and agree that any prior escrow waiver is revoked.
7. A condemnation notice has not been issued for the property.
8. The servicer or authorized third party* will obtain a current credit report on all borrowers obligated on the Note.
9. The servicer or authorized third party* will collect and record personal information that I submit in this Borrower Response Package and during the evaluation process. This personal information may include, but is not limited to: (a) my name, address, telephone number, (b) my Social Security number, (c) my credit score, (d) my income, and (e) my payment history and information about my account balances and activity. I understand and consent to the servicer or authorized third party*, as well as any investor or guarantor (such as Fannie Mae or Freddie Mac), disclosing my personal information and the terms of any relief or foreclosure alternative that I receive to the following:
 - a. Any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s) or any companies that perform support services to them; and
 - b. The U.S. Department of Treasury, Fannie Mae and Freddie Mac, in conjunction with their responsibilities under the Making Home Affordable program, or any companies that perform support services to them.
10. I consent to being contacted concerning this request for mortgage assistance at any telephone number, including mobile telephone number, or email address I have provided to the lender/servicer/ or authorized third party*. By checking this box, I also consent to being contacted by ☐ text messaging.

Borrower Signature

Date

Co-Borrower Signature

> Date

*An authorized third party may include, but is not limited to, a counseling agency, Housing Finance Agency (HFA) or other similar entity that is assisting me in obtaining a foreclosure prevention alternative.

Atk 12
P46

Borrower's Financial Statement



Loan #:			
Borrower Name:		Social Security #:	
Mailing Address:			
Employer:		Position:	
Employer Address:		Employer Phone:	
Daytime Phone:		Evening Phone:	
E-mail Address:			
Number of dependents at this address:			
Co-borrower Name:		Social Security #:	
Mailing Address:			
Employer:		Position:	
Employer Address:		Employer Phone:	
Daytime Phone:		Evening Phone:	
E-mail Address:			
ASSETS/LIABILITIES			
DESCRIPTION:	ESTIMATED VALUE	AMOUNT OWED	NET VALUE
Primary Residence:			
Other Real Estate:			
Automobile:			
Automobile:			
Checking Account:			
Savings Account:			
IRA/Keough Accts:			
401 (K) Acct:			
Stocks/Bonds/CDs:			
Boats:			
Collections/Art/Etc:			
Personal Items:			
MONTHLY INCOME DATA			
DESCRIPTION:	BORROWER	CO-BORROWER	TOTAL
Gross Pay:			
Overtime:			
Commissions:			
Bonus:			
Child Support:			
Rental Income:			
Other (Specify):			
		NET INCOME TOTAL:	
ACKNOWLEDGEMENT and AUTHORIZATION			
ACKNOWLEDGEMENT: I obtained a mortgage loan secured by the above referenced mortgaged property. I have described my current financial condition in this Financial Statement form and I certify that all information presented herein, as well as all attachments is true, accurate, and correct to the best of my knowledge. I understand that submission of this information in no way obligates my Lender, Mortgage Servicer, Investor or Insurer to provide assistance to me. AUTHORIZATION: By signing this Financial Statement, I hereby authorize my Lender, Mortgage Servicer, Insurer and their respective agents to order a credit report and verify any and all employment and account information.			
PLEASE SIGN HERE			
Borrower's Signature		Date	
Co-borrower's Signature		Date	

Handwritten: 12/12/12
187

MONTHLY EXPENDITURES

DESCRIPTION	MONTHLY DUE	BALANCE DUE	DEFERRED	Notes
Household Expenses:				
Mortgage Payment	\$ -			
Other Mortgages	\$ -			
Non-Escrow Taxes/Insurance	\$ -			
Alimony / Child Support	\$ -			
Child Care	\$ -			
Electric / Gas / Heat	\$ -			
Water / Sewage	\$ -			
Telephone / Internet	\$ -			
Food for Household	\$ -			
School / Work Lunches	\$ -			
Clothing / Dry Cleaning	\$ -			
Cable TV / Satellite	\$ -			
Total Household Expenses	\$ -			
Credit Card Expenses:				
VISA	\$ -			
MASTER CARD	\$ -			
DEPT STORE CREDIT	\$ -			
Other Credit Cards	\$ -			
Total Credit Card Expenses	\$ -			
Auto Expenses:				
Auto Loan #1	\$ -			
Auto Loan #2	\$ -			
Auto Insurance	\$ -			
Gasoline	\$ -			
Auto Repairs	\$ -			
Parking	\$ -			
Total Auto Expenses	\$ -			
Personal Loans:				
Personal Loan #1	\$ -			
Personal Loan #2	\$ -			
Total Personal Loans	\$ -			
Ins/Medical Expenses:				
Health Insurance	\$ -			
Life Insurance	\$ -			
Doctors / Dentists	\$ -			
Prescriptions	\$ -			
Medical bills	\$ -			
Total Ins/Medical Expenses	\$ -			
Miscellaneous Expenses:				
Charity / Donations	\$ -			
Union Dues / Club Dues	\$ -			
Entertainment	\$ -			
Sports / Hobbies	\$ -			
Vacations	\$ -			
MISC. Expense #1	\$ -			
MISC. Expense #2	\$ -			
MISC. Expense #3	\$ -			
Total Misc Expenses	\$ -			

TOTAL EXPENSES

***Please note: DO NOT list bills in the MONTHLY DUE column if they are a "one-time" debt.
Please NOTATE if any of the above bills are deducted from your paycheck.
Please NOTATE any loans which will be paid in full within the next 6 months.

1-14-12
Pg 8

Request for Workout Option



Mortgage Loan #: _____ Property Address: _____

I, _____ (name), am requesting that the Mortgage Service Center review my financial situation to see if I qualify for a Workout Option to avoid foreclosure.

I am having difficulty making my monthly mortgage payment due to financial hardship. The primary reason for this financial hardship is:

(Please check the entry that best describes your situation. Check only one entry.)

- | | |
|--|---|
| ☐ Unemployment | ☐ Mortgage payment increase |
| ☐ Separation or divorce | ☐ Business failure |
| ☐ Death of spouse | ☐ Damage to property |
| ☐ Job relocation | ☐ Medical bills |
| ☐ Military service | ☐ Illness |
| ☐ Reduced income | ☐ Incarceration |
| ☐ Excessive debts | ☐ Other (please specify) _____ |

Please use the following space to briefly explain your financial hardship.

I believe that my financial hardship is: ☐ temporary ☐ permanent

I would like to participate in a Workout Option: ☐ yes ☐ no

I would like to keep my property: ☐ yes ☐ no

If there are additional liens on this property, please fill out the name or company/firm that is holding the second lien.

Lien Holder's Name _____

Amount of Lien _____



PLEASE SIGN HERE

Borrower's Signature _____

Date _____

Co-borrower's Signature _____

Date _____

Form **4506-T**

(Rev. January 2011)

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

OMB No. 1545-1872

▶ 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 quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-803-8946. 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.

1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)

2a If a joint return, enter spouse's name shown on tax return.

2b Second social security number or individual taxpayer identification number if joint tax return

3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (See instructions)

4 Previous address shown on the last return filed if different from line 3 (See instructions)

5 If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.

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

6 Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶

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

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

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

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

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

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

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

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

Telephone number of taxpayer on line 1a or 2a

Sign
Here

Signature (see instructions)

Date

Title (if line 1a above is a corporation, partnership, estate, or trust)

Spouse's signature

Date

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Cat. No. 37667N

Form 4506-T (Rev. 1-2011)

Nationstar v. Lowery

Appellate Case No.

2015-002253

Exhibit 7 Pg 47 of 75Attach to 12
pg 10

General Instructions

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

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

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

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

Automated transcript request. You can quickly request transcripts by using our automated self help-service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-803-9946.

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

If you filed an individual return and lived in:	Mail or fax to the "Internal Revenue Service" at:
Florida, Georgia (After June 30, 2011, send your transcript requests to Kansas City, MO)	RAIVS Team P.O. Box 47-421 Stop 91 Doraville, GA 30362 770-455-2335
Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	RAIVS Team Stop 6716 AUSC Austin, TX 73301 512-460-2272
Alaska, Arizona, Arkansas, 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 559-456-5876
Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, 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:	Mail or fax to the "Internal Revenue Service" at:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, a foreign country, or A.P.O. or F.P.O. address	RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409 801-620-6922

Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin	RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250 859-669-3592
--	--

Line 1b. Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

Line 3. Enter your current address. If you use a P.O. box, include it on this line.

Line 4. Enter the address shown on the last return filed if different from the address entered on line 3.

Note. If the address on Lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address.

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

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

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

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

Partnerships. Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 6.

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

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

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

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions 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, SEW-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.

Attach 12
pg 11

Mortgage Service Center Fax Cover Sheet

Fax this form to: (856) 917-2848
Request for Homeowner Assistance

Loan Number: _____

Borrower Name: _____

Borrower Phone Number: _____

Number of Pages Attached: _____

Nationstar v. Lowery
Appellate Case No.
2015-002253

0378447-09-09

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Attch 12
Pg 12



2001 Bishops Gate Boulevard
Mt. Laurel NJ 08054

Tel 888-418-0364
Fax 856-917-8300

March 28, 2013

Loan Number: 7116927869
Property Address:
727 Sweet Meadow Ln
Clover SC 29710

Norman D Lowery
727 Sweet Meadow Ln Ln
Clover, SC 29710

Dear Customer(s):

This is to inform you that the enclosed check number 2013199158 in the amount of \$817.41 is a refund of monies that were posted to a suspense account during your delinquency.

The money is being returned because your loan is still in default and may be referred to our Foreclosure Department for further review.

Please contact us at 800-750-2518 if you have experienced a hardship that prevents you from paying your account current. You may qualify for a homeowner assistance program to help you bring the account current and avoid foreclosure. Please call today to submit your request for homeowner assistance.

Sincerely,

Mortgage Service Center

XC011

Log in to MortgageQuestions.com — your servicing website connection.

Nationstar v. Lowery
Appellate Case No.
2015-002253

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ALH #13
Pg 1



2001 Bishops Gate Boulevard
Mt. Laurel NJ 08054

Tel 888-418-0364
Fax 856-917-8300

February 11, 2013

Norman D Lowery
727 Sweet Meadow Ln Ln
Clover SC 29710

Loan Number: 7116927869
Property Address:
727 Sweet Meadow Ln
Clover SC 29710

Dear Customer(s):

We have recently received your payment of \$ 817.41. The total amount due is \$ 909.13, therefore an additional \$ 91.72 is required to complete your payment.

To complete your payment, please contact us at the above referenced number. We can accept your payment over the phone which will be credited to your account the same day or you can mail it to:

Mortgage Service Center
Mail Stop SV-19
PO Box 5457
Mt. Laurel, NJ 08054

Please ensure the additional payment of \$ 91.72 is received on or before the last business day of the month to avoid this situation being reported to the credit bureaus.

If you have any additional questions please contact us at the phone number referenced above.

Sincerely,

Cash Management Department
Mortgage Service Center

CS702 214

Mortgage Services
2001 Bishops Gate Blvd.
Mt. Laurel, NJ 08054

FORWARDING SERVICE REQUESTED

US 45 KILLED AT 03

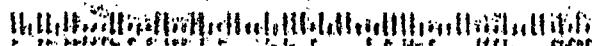
RESORTED
FIRST CLASS



UNITED STATES POSTAGE
02 1R
0002009163
AUG 17 2013
\$ 00.40⁶
MAILED FROM ZIP CODE 08109

Mr Norman Lowery
727 Sweet Meadow Lane
Clover, SC 29710

GGTGFMB 29710



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3
2
1

E8030

Exhibit

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APP-1

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2015-002253

Mortgage Services
2001 Bishops Gate Blvd.
Mt. Laurel, NJ 08054

FORWARDING SERVICE REQUESTED

PRESORTED
FIRST CLASS



UNITED STATES POSTAGE
02 1R \$ 00.40⁶
0002009163 AUG 22 2013
MAILED FROM ZIP CODE 08109

MR. NORMAN D. LOWERY
427 SWEET MEADOW LANE
CLOVER, SC 29710

2971038840

Exhibit 7 Pg 54 of 75

Arch File
1

FILE
14

MORTGAGE SERVICE CENTER

P.O. Box 5452 • Mt. Laurel, NJ 08054-5452

REMITTANCE CLEARING-2009

1116927869

CHECK NO. 3

MOD/DATE

2013911073

08/20/2013

SR 2013199156 032713

Eight Hundred Seventeen and 41/100 Dollars

AMOUNT

*****\$817.41

VOID IF NOT CASHED WITHIN 180 DAYS

**PAY TO
THE ORDER
OF**

NORMAN LOWERY

**727 SWEET MEADOW LANE
CLOVER SC 29710**

R. B. L.

AUTHORIZED SIGNATURE

⑈ 2013911073⑈ ⑆ 121000248⑆

4121902951⑈

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*Check # 14
pg 2*

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SC
103
14
103

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ENDORSE CHECK HERE

X

DO NOT WRITE / SIGN / STAMP BELOW THIS LINE
DEPOSITORY ENDORSEMENT



Security features listed below exceed industry guidelines:

- A Micro-Print Signature Line
- Micro-Print Lines and Borders
- Background Security Screen
- VOID Pantograph
- Artificial Watermarks
- Heat Sensitive Padlocks on Front of Check

Absence of these features may indicate alteration.
© Padlock icon is a registered mark of the Check Payment Systems Association.

EB030

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Exhibit

7

of

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of

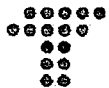
25

pages

14

pgs

5



ROGERS TOWNSEND
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

15
POST OFFICE BOX 100200 (29202)
220 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803.744.4444 F 803.343.7013
WWW.RTT-LAW.COM

SENT VIA EMAIL: lowerynd@yahoo.com

August 15, 2013

Norman D. Lowery
727 Sweet Meadows Ln
Clover, SC 29710

Re: Norman Lowery
Loan No. 7116927869
Our File No. 011227-01181

Dear Mr./Mrs Lowery:

Enclosed you will find a copy of our client's Validation of Debt as well as a current reinstatement letter, payment history and demand letter.

Rogers Townsend & Thomas

Default Services Department
Enclosures

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

Nationstar v. Lowery
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STATE OF SOUTH CAROLINA

COUNTY OF YORK

PHH Mortgage Corporation,

Plaintiff,

v.

Norman D. Lowery;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 13-CP-46-1503

VALIDATION OF DEBT

(011227-01181)

PERSONALLY APPEARED, who being duly sworn, deposes and says:

1. My name is Felicia D. Pike and I am authorized to execute this affidavit on behalf of Plaintiff as an employee of PHH Mortgage Corporation. PHH Mortgage Corporation is the Plaintiff's servicing agent for the subject mortgage loan ("Loan").
2. PHH Mortgage Corporation maintains records for the Loan in its capacity as plaintiff's servicer in the ordinary course of its business. As part of my job responsibilities for PHH Mortgage Corporation, I am familiar with the records maintained by my company in connection with this Loan. I have personal knowledge of the facts set forth in this affidavit, based on my review of such records.
3. In addition to being Plaintiff's servicing agent and the Loan's records custodian, it is also PHH Mortgage Corporation's regular practice to maintain the electronic payment history for the Loan. As such, PHH Mortgage Corporation is able to generate payment histories from the electronic data compilation it stores of the credits posted on or debits charged to a customer's account. I have personal knowledge of PHH Mortgage Corporation's procedures for creating and maintaining these records. They include: (a) being posted at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record or from information transmitted by persons with personal knowledge; (b) being maintained in the course of PHH Mortgage Corporation's regularly conducted business activities; and (c) being records created and maintained on each customer as the regular practice of PHH Mortgage Corporation in its servicing operations.
4. The following principal, interest, late charges (if applicable) and escrow/advances which I have confirmed following my review of PHH Mortgage Corporation's business records, are a true and accurate record of the Loan's currently owed balance (excepting any unpaid attorney's fees and attorney's costs that will be addressed by our attorneys through their own affidavit) to the date herein.

011227-01181 - Lowery

13-CP-46-1503

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Nationstar v. Lowery

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Alch 15
pg 2

5. The total amount due the Plaintiff on said Note through June 17, 2013 is \$95,784.36 which breaks down as follows:

A. Principal.....	\$91,831.74
B. Interest from December 1, 2012 to June 17, 2013 @ 5.375%.....	\$2,684.35
C. Lien Release Fee.....	\$0.00
D. Recording Fee.....	\$6.00
E. Property Inspection.....	\$45.00
F. Pre-acceleration Late Charges.....	\$21.27
G. Title Fee.....	\$425.00
H. Service Fee.....	\$26.00
I. Filing Fee.....	\$150.00
J. Attorney Fee.....	\$595.00
TOTAL PRINCIPAL INTEREST AND EXPENSES.....	<u>\$95,784.36</u>

6. It is the regular practice of PHH Mortgage Corporation, on behalf of the Plaintiff, to generate such account summary information from the electronic payment history it maintains for the Plaintiff. This payment history summary accurately reflects, to the best of my knowledge, the debits and credits made on the loan's account.

FURTHER AFFIANT SAYETH NOT.

Felicia D. Poll
Name

Assistant Vice President

(Title)

STATE OF New Jersey
COUNTY OF Burlington

Sworn to before me this 2 day of Aug, 2013

Alice P. Harden (L.S.)

Notary Public for New Jersey

My Commission Expires: 4/17/2018

ALICE P. HARDEN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/17/2018

Borrower: Norman Lowery

Property Address: 727 Sweet Meadow Ln., Clover, SC 29710

011227-01181

011227-01181 - Lowery

13-CP-46-1503

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Nationstar v. Lowery

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Attach 15
pg 3



**ROGERS TOWNSEND
ATTORNEYS AT LAW**

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200 (29202)
220 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803.744.4444 F 803.343.7813
WWW.RTT-LAW.COM

August 15, 2013

Norman D. Lowery
727 Sweet Meadows Ln
Clover, SC 29710

Re: PHH Mortgage Corporation vs Norman Lowery
Our File No. 011227-01181

FOR SETTLEMENT PURPOSES ONLY.

Dear Sir/Madam:

ROGERS, TOWNSEND & THOMAS, PC IS A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

HOWEVER, IF YOU ARE IN BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY, THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

It is our understanding that you intend to reinstate your loan. To reinstate your loan on or before September 12, 2013, we estimate that the reinstatement amount will be \$11,560.33. This amount is itemized as follows:

9 payments totaling	\$7,166.59
Late Charges.....	\$21.27
Pending Late Charges.....	\$21.27
Property Inspection	\$11.25
Escrow.....	\$654.45
Corporate Advances.....	\$1,202.00
Other Advances.....	\$67.50
Unpaid Foreclosure Attorney Costs and expenses good through August 15, 2013.....	\$135.00
Unpaid Foreclosure Attorney Fees good through August 15, 2013	\$525.00
Anticipated Foreclosure Attorney Costs and expenses	\$1,011.00
Anticipated Foreclosure Attorney Fees	\$745.00
Total Amount Necessary to Reinstatement your loan on or before September 12, 2013	\$11,560.33

Please note that this estimated reinstatement quote expires on September 12, 2013.

ATTORNEY TRUST OR ATTORNEY ESCROW CHECKS WILL NOT BE ACCEPTED.

The reinstatement figures listed above include items that have been paid by the Plaintiff or incurred by our law firm and items that are currently due or are anticipated to become due through September 12, 2013. In constructing this reinstatement, we may have included anticipated additional fees and costs in order to provide you with an estimated reinstatement good through September 12, 2013. These anticipated fees and costs merely represent an estimate as to what our actual fees and costs will be if you reinstate the loan by no later than September 12, 2013. Please understand that any estimated or anticipated charges contained in this letter will not be binding on this firm or on the Plaintiff, and that the account remains liable for all fees and costs incurred after today even if those items are not included as part of the estimated amounts set forth in this letter. Please be advised that the

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P. O. Box 100200 (29202) • 220 Executive Center Drive • Columbia, South Carolina 29210
Tel: 803-744-4444 • Fax: 803-343-7017 • Web: www.rtt-law.com

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reinstatement amount is subject to final verification by the Plaintiff. You will be responsible for reimbursing the Plaintiff or its servicer if it pays other taxes, insurance or miscellaneous expenses permitted by law.

***IMPORTANT:** We only require that you pay the fees and costs actually incurred as of the date of your payment. If for whatever reason your payment includes any anticipated fee or cost or other item but the actual amount due on the date of payment is less, any excess amount will be returned to you by your lender or servicer or may be applied as a credit to your account.

If you desire to reinstate your loan after September 12, 2013, and the property has not yet been sold at a foreclosure sale, you must contact us at (803)744-4444 or e-mail a request to Statusreq@rtt-law.com to obtain an updated reinstatement amount. Please be sure to provide us with your fax number, e-mail address, or address where you would like this updated reinstatement amount to be sent.

Please make your certified check payable to PHH Mortgage Corporation and mail it to:

Rogers Townsend & Thomas PC
Attention Reinstatement
220 Executive Center Drive
Columbia, SC 29210

Your certified check must be received no later than 4:00 P.M. on or before September 12, 2013. Please include your loan number, your name and our file number on your certified funds. Cash, personal checks, credit/debit cards and attorney Trust or Attorney Escrow checks will not be accepted. The reinstatement funds will be returned if any portion of the funds are in the form of a personal check. Please be advised that the foreclosure action will continue until the total reinstatement funds are received in compliance with the terms in this letter. We also recommend that you forward your payment by overnight delivery to insure timely receipt.

If you would prefer to wire the funds directly to our account, wiring instructions are attached for your convenience.

PLEASE NOTE: If there is a foreclosure sale date scheduled for your property, this letter DOES NOT extend or change that foreclosure sale date.

Sincerely,

Reinstatement/Payoff Department

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

Please return this attachment along with your reinstatement/payoff amount.

Homeowner(s) Name: Norman Lowery

Property Address: _____

Is the homeowner(s) currently living in the property? ☐ Yes ☐ No

If no, current mailing address:

727 Sweet Meadow Ln Ln

Clover, SC

29710

Homeowner's Contact #'s:*

Home: _____

Work: _____

Work: _____

Other: _____

Email: _____

Should any overage be returned to the homeowner? ☐ Yes ☐ No

If no, where should it be mailed?

Name: _____

Address: _____

Please be advised that the reinstatement amount is subject to final verification by the mortgage company. The homeowner (mortgagor) will be responsible to reimburse the mortgage company (mortgagee) or its servicer if it pays other taxes, insurance or miscellaneous expenses permitted by law including additional legal fees and costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

*Please provide a minimum of 2 contacts.

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PHH Mortgage

PHH

2001 Bishops Gate Boulevard
Mt. Laurel NJ 08054

Tel 800-449-8767
Fax 856-917-8300

February 18, 2013

Loan Number: [REDACTED]
Property Address:
727 SWEET MEADOW LANE LANE
CLOVER SC 29710

Norman D. Lowery
727 Sweet Meadow Ln Ln
Clover SC 29710

NOTICE OF INTENTION TO FORECLOSE

Dear Customer(s):

The mortgage on your property is past due for the January 01, 2013 payment. The TOTAL AMOUNT to bring your account up to date is \$ 1747.81. To AVOID FORECLOSURE, we require a payment in "CERTIFIED FUNDS" for the total amount due.

In addition, please be advised as of the date of this letter, \$ 21.27 in late charges have also accrued.

In the event you do not cure the default in full within THIRTY (30) days from the date of this letter (as provided by the terms of the mortgage), payment of the current principal balance will be accelerated and foreclosure proceedings will be initiated.

You are further informed you have the right to reinstate this loan after acceleration pursuant to, and subject to, the provisions and limitations of said Mortgage, and that you have a right to bring a court action to assert the nonexistence of a default or any other defense you may have to the nonexistence of a default or any other defense you may have to foreclosure and sale.

Again, all remittances must be in the form of "CERTIFIED FUNDS ONLY". Anything less than the TOTAL DUE and/or not in "CERTIFIED FUNDS", will be refused.

Please contact us immediately at 1-800-330-0423. This is an attempt to collect a debt, any information obtained will be used for that purpose.

Sincerely,

Loan Counseling Center

(XC007)

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2001 Bishops Gate Boulevard
Mt. Laurel NJ 08054

Tel 800-449-8767
Fax 856-917-8300

February 18, 2013

Loan Number: [REDACTED]
Property Address:
727 SWEET MEADOW LANE LANE
CLOVER SC 29710

Norman D Lowery
727 Sweet Meadow Ln Ln
Clover SC 29710

NOTICE OF INTENTION TO FORECLOSE

Dear Customer(s):

The mortgage on your property is in default for the January 01, 2013 payment and is now 2 months past due. Also, on the FIRST of next month another payment will be due. At this writing, the TOTAL AMOUNT required to cure your default is \$ 1747.81. To AVOID FORECLOSURE, we are demanding that you make a payment in "CERTIFIED FUNDS" for the total amount due.

In addition, please be advised as of the date of this letter, \$ 21.27 in late charges have also accrued.

In the event you do not cure the default in full within THIRTY (30) days from the date of this letter (as provided by the terms of the mortgage), payment of the current principal balance will be accelerated and foreclosure proceedings will be initiated.

You are further informed you have the right to reinstate this loan after acceleration pursuant to, and subject to, the provisions and limitations of said Mortgage, and that you have a right to bring a court action to assert the nonexistence of a default or any other defense you may have to the nonexistence of a default or any other defense you may have to foreclosure and sale.

Again, all remittances must be in the form of "CERTIFIED FUNDS"; no PERSONAL CHECKS will be accepted. Anything less than the TOTAL DUE and/or not in "CERTIFIED FUNDS", will be refused.

If you disagree with the assertion that a default has occurred, or the calculation of the amount required to cure the default, you may contact us at 1-800-330-0423. This is an attempt to collect a debt, any information obtained will be used for that purpose.

Sincerely,

Loan Counseling Center

(XC117)

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DATE 06/14/2013

THE MORTGAGE SERVICE CENTER
4001 LEADENHALL ROAD
MT LAUREL, NJ 08054

CUSTOMER ACCOUNT ACTIVITY STATEMENT

MORT NAME NORMAN LOWERY
STREET 727 SWEET MEADOW LN LN
CITY STATE ZIP CLOVER, SC, 29710

LOAN NUMBER: [REDACTED]

ACTIVITY FOR PERIOD 01/01/2010 - 12/31/2010

Loan Number	Transaction Date	Transaction Code	Due Date	Fees Assessed	Fees Paid	Suspense Amount	Principal Amount	Interest Amount	Escrow Amount	Advance Amount	Total Amount	Principal Balance	Escrow Balance	Advance Balance	Suspense Balance
7116927869	01/01/2010						-95000.00	0.00	0.00	0.00	-95000.00	0.00	0.00	0.00	0.00
7116927869	07/14/2010	142		0.00	0.00	0.00	0.00	265.81	0.00	0.00	0.00	95000.00	0.00	0.00	0.00
7116927869	07/22/2010	143		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	95000.00	0.00	0.00	0.00
7116927869	07/23/2010	170	09/01/2010	0.00	0.00	0.00	0.00	0.00	353.12	0.00	353.12	95000.00	353.12	0.00	0.00
7116927869	09/08/2010	173	09/01/2010	0.00	0.00	0.00	106.46	425.52	117.69	0.00	649.67	94893.54	470.81	0.00	0.00
7116927869	09/08/2010	173	10/01/2010	0.00	7.50	0.00	0.00	0.00	0.00	0.00	7.50	94893.54	470.81	0.00	0.00
7116927869	09/08/2010	73		-7.50	0.00	0.00	0.00	0.00	0.00	0.00	-7.50	94893.54	470.81	0.00	0.00
7116927869	10/15/2010	173	10/01/2010	0.00	0.00	0.00	106.94	425.04	117.69	0.00	649.67	94786.60	588.50	0.00	0.00
7116927869	10/15/2010	173	11/01/2010	0.00	12.50	0.00	0.00	0.00	0.00	0.00	12.50	94786.60	588.50	0.00	0.00
7116927869	10/15/2010	73		-12.50	0.00	0.00	0.00	0.00	0.00	0.00	-12.50	94786.60	588.50	0.00	0.00
7116927869	11/16/2010	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94786.60	588.50	0.00	0.00
7116927869	11/18/2010	312	12/01/2010	0.00	0.00	0.00	0.00	0.00	-227.33	0.00	0.00	94786.60	381.17	0.00	0.00
7116927869	12/16/2010	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94786.60	381.17	0.00	0.00
7116927869	12/31/2010											94786.60	381.17	0.00	0.00

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DATE

06/14/2013

THE MORTGAGE SERVICE CENTER
4001 LEADENHALL ROAD
MT LAUREL, NJ 08054

CUSTOMER ACCOUNT ACTIVITY STATEMENT

2015-002253

Appellate Case No.

Nationstar v. Lowery

MORT NAME NORMAN LOWERY
727 SWEET MEADOW LN LN
CLOVER, SC 29710

LOAN NUMBER:

ACTIVITY FOR PERIOD 01/01/2011 - 12/31/2011

Loan Number	Transaction Date	Transaction Code	Due Date	Fees Assessed	Fees Paid	Suspense Amount	Principal Amount	Interest Amount	Escrow Amount	Advance Amount	Total Amount	Principal Balance	Escrow Balance	Advance Balance	Suspense Balance
7116927869	01/01/2011											94788.60	381.17	0.00	0.00
7116927869	01/04/2011	173	11/01/2010	0.00	0.00	0.00	107.41	424.57	117.89	0.00	649.87	94679.19	478.88	0.00	0.00
7116927869	01/04/2011	173	12/01/2010	0.00	0.00	0.00	107.80	424.08	117.69	0.00	649.87	94571.29	596.55	0.00	0.00
7116927869	01/04/2011	173	01/01/2011	0.00	42.54	0.00	0.00	0.00	0.00	0.00	42.54	94571.29	596.55	0.00	0.00
7116927869	01/04/2011	173	01/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	94571.29	596.55	0.00	0.00
7116927869	01/04/2011	73		-42.54	0.00	0.00	0.00	0.00	0.00	0.00	-42.54	94571.29	596.55	0.00	0.00
7116927869	01/04/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	94571.29	596.55	0.00	0.00
7116927869	01/18/2011	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94571.29	596.55	0.00	0.00
7116927869	02/02/2011	173	01/01/2011	0.00	0.00	0.00	108.38	423.60	117.69	0.00	649.87	94462.91	714.24	0.00	0.00
7116927869	02/02/2011	173	02/01/2011	0.00	0.00	0.00	108.88	423.12	117.89	0.00	649.87	94354.05	831.93	0.00	0.00
7116927869	02/02/2011	173	03/01/2011	0.00	21.27	0.00	0.00	0.00	0.00	0.00	21.27	94354.05	831.93	0.00	0.00
7116927869	02/02/2011	173	03/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	94354.05	831.93	0.00	0.00
7116927869	02/02/2011	73		-21.27	0.00	0.00	0.00	0.00	0.00	0.00	-21.27	94354.05	831.93	0.00	0.00
7116927869	02/02/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	94354.05	831.93	0.00	0.00
7116927869	03/01/2011	173	03/01/2011	0.00	0.00	0.00	109.35	422.63	117.89	0.00	649.87	94244.70	849.62	0.00	0.00
7116927869	03/01/2011	173	04/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	94244.70	849.62	0.00	0.00
7116927869	03/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	94244.70	849.62	0.00	0.00
7116927869	04/01/2011	173	04/01/2011	0.00	0.00	0.00	109.84	422.14	117.89	0.00	649.87	94134.88	1067.31	0.00	0.00
7116927869	05/01/2011	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94134.88	1067.31	0.00	0.00
7116927869	06/01/2011	173	05/01/2011	0.00	0.00	0.00	110.33	421.85	117.89	0.00	649.87	94024.53	1185.00	0.00	0.00
7116927869	06/01/2011	173	06/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	94024.53	1185.00	0.00	0.00
7116927869	06/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	94024.53	1185.00	0.00	0.00
7116927869	06/16/2011	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94024.53	1185.00	0.00	0.00
7116927869	07/01/2011	173	06/01/2011	0.00	0.00	0.00	110.83	421.15	117.89	0.00	649.87	93913.70	1302.69	0.00	0.00
7116927869	07/01/2011	173	07/01/2011	0.00	42.54	0.00	0.00	0.00	0.00	0.00	42.54	93913.70	1302.69	0.00	0.00
7116927869	07/01/2011	173	07/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93913.70	1302.69	0.00	0.00
7116927869	07/01/2011	73		-42.54	0.00	0.00	0.00	0.00	0.00	0.00	-42.54	93913.70	1302.69	0.00	0.00
7116927869	07/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93913.70	1302.69	0.00	0.00
7116927869	07/08/2011	351	07/01/2011	0.00	0.00	0.00	0.00	0.00	-1122.00	0.00	0.00	93913.70	160.69	0.00	0.00
7116927869	07/18/2011	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	93913.70	160.69	0.00	0.00
7116927869	07/20/2011	307		0.00	0.00	0.00	0.00	0.00	-78.70	0.00	0.00	93913.70	101.99	0.00	0.00
7116927869	08/02/2011	173	07/01/2011	0.00	0.00	0.00	111.32	420.66	117.89	0.00	649.87	93802.38	219.88	0.00	0.00
7116927869	08/02/2011	173	08/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93802.38	219.88	0.00	0.00
7116927869	08/02/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93802.38	219.88	0.00	0.00
7116927869	08/18/2011	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	93802.38	219.88	0.00	0.00
7116927869	09/01/2011	173	08/01/2011	0.00	0.00	0.00	111.82	420.18	117.89	0.00	649.87	93690.58	337.37	0.00	0.00
7116927869	09/01/2011	173	09/01/2011	0.00	0.00	0.00	112.32	419.68	112.44	0.00	844.42	93578.24	449.81	0.00	0.00
7116927869	09/01/2011	173	10/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93578.24	449.81	0.00	0.00
7116927869	09/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93578.24	449.81	0.00	0.00
7116927869	10/03/2011	173	10/01/2011	0.00	0.00	0.00	112.83	419.15	112.44	0.00	844.42	93465.41	562.25	0.00	0.00
7116927869	10/03/2011	173	11/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93465.41	562.25	0.00	0.00
7116927869	10/03/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93465.41	562.25	0.00	0.00
7116927869	11/02/2011	173	11/01/2011	0.00	0.00	0.00	113.33	418.65	112.44	0.00	844.42	93352.08	674.69	0.00	0.00
7116927869	11/02/2011	173	12/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93352.08	674.69	0.00	0.00
7116927869	11/02/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93352.08	674.69	0.00	0.00
7116927869	12/01/2011	173	12/01/2011	0.00	0.00	0.00	113.84	418.14	112.44	0.00	844.42	93238.24	787.13	0.00	0.00
7116927869	12/01/2011	312	12/01/2011	0.00	0.00	0.00	0.00	0.00	-1787.86	0.00	0.00	93238.24	-1000.83	0.00	0.00
7116927869	12/01/2011	173	01/01/2012	0.00	21.47	0.00	0.00	0.00	0.00	0.00	21.47	93238.24	-1000.83	0.00	0.00
7116927869	12/01/2011	173	01/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93238.24	-1000.83	0.00	0.00
7116927869	12/01/2011	73		-21.47	0.00	0.00	0.00	0.00	0.00	0.00	-21.47	93238.24	-1000.83	0.00	0.00
7116927869	12/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93238.24	-1000.83	0.00	0.00
7116927869	12/31/2011											93238.24	-1000.83	0.00	0.00

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2015-002253

06/14/2013

THE MORTGAGE SERVICE CENTER
4001 LEADENHALL ROAD
MT LAUREL, NJ 08054

CUSTOMER ACCOUNT ACTIVITY STATEMENT

MORT NAME NORMAN LOWERY
STREET 727 SWEET MEADOW LN LN
CITY STATE ZIP CLOVER, SC, 29710

LOAN NUMBER:

ACTIVITY FOR PERIOD 01/01/2012 - 12/31/2012

Loan Number	Transaction Date	Transaction Code	Due Date	Fees Assessed	Fees Paid	Suspense Amount	Principal Amount	Interest Amount	Escrow Amount	Advance Amount	Total Amount	Principal Balance	Escrow Balance	Advance Balance	Suspense Balance
7116927869	01/01/2012											93238.24	-1000.83	0.00	0.00
7116927869	01/04/2012	173	01/01/2012	0.00	0.00	0.00	114.35	417.63	112.44	0.00	644.42	93123.89	-888.39	0.00	0.00
7116927869	01/04/2012	173	02/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93123.89	-888.39	0.00	0.00
7116927869	01/04/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93123.89	-888.39	0.00	0.00
7116927869	02/01/2012	173	02/01/2012	0.00	0.00	0.00	114.88	417.12	377.15	0.00	909.13	93009.03	-511.24	0.00	0.00
7116927869	03/02/2012	173	03/01/2012	0.00	0.00	0.00	115.38	416.60	377.15	0.00	909.13	92893.65	-134.09	0.00	0.00
7116927869	03/02/2012	173	04/01/2012	0.00	1.50	0.00	0.00	0.00	0.00	0.00	1.50	92893.65	-134.09	0.00	0.00
7116927869	03/02/2012	73		-1.50	0.00	0.00	0.00	0.00	0.00	0.00	-1.50	92893.65	-134.09	0.00	0.00
7116927869	04/02/2012	173	04/01/2012	0.00	0.00	0.00	115.89	416.09	377.15	0.00	909.13	92777.76	243.08	0.00	0.00
7116927869	04/02/2012	173	05/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	92777.76	243.08	0.00	0.00
7116927869	04/02/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	92777.76	243.08	0.00	0.00
7116927869	05/03/2012	173	05/01/2012	0.00	0.00	0.00	116.41	415.57	377.15	0.00	909.13	92661.35	620.21	0.00	0.00
7116927869	05/03/2012	173	06/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	92661.35	620.21	0.00	0.00
7116927869	05/03/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	92661.35	620.21	0.00	0.00
7116927869	06/04/2012	173	06/01/2012	0.00	0.00	0.00	116.93	415.05	377.15	0.00	909.13	92544.42	997.36	0.00	0.00
7116927869	06/04/2012	173	07/01/2012	0.00	21.07	0.00	0.00	0.00	0.00	0.00	21.07	92544.42	997.36	0.00	0.00
7116927869	06/04/2012	173	07/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	92544.42	997.36	0.00	0.00
7116927869	06/04/2012	73		-21.07	0.00	0.00	0.00	0.00	0.00	0.00	-21.07	92544.42	997.36	0.00	0.00
7116927869	06/04/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	92544.42	997.36	0.00	0.00
7116927869	07/02/2012	173	07/01/2012	0.00	0.00	0.00	117.46	414.52	377.15	0.00	909.13	92426.96	1374.51	0.00	0.00
7116927869	07/02/2012	173	08/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	92426.96	1374.51	0.00	0.00
7116927869	07/02/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	92426.96	1374.51	0.00	0.00
7116927869	07/03/2012	351	07/01/2012	0.00	0.00	0.00	0.00	0.00	-1123.00	0.00	0.00	92426.96	251.51	0.00	0.00
7116927869	08/06/2012	173	08/01/2012	0.00	0.00	0.00	117.98	414.00	377.15	0.00	909.13	92308.98	628.66	0.00	0.00
7116927869	08/06/2012	173	09/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	92308.98	628.66	0.00	0.00
7116927869	08/06/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	92308.98	628.66	0.00	0.00
7116927869	09/17/2012	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	92308.98	628.66	0.00	0.00
7116927869	10/01/2012	173	09/01/2012	0.00	0.00	0.00	118.51	413.47	377.15	0.00	909.13	92190.47	1005.81	0.00	0.00
7116927869	10/01/2012	173	10/01/2012	0.00	0.00	0.00	119.04	412.94	377.15	0.00	909.13	92071.43	1382.96	0.00	0.00
7116927869	10/01/2012	173	11/01/2012	0.00	21.27	0.00	0.00	0.00	0.00	0.00	21.27	92071.43	1382.96	0.00	0.00
7116927869	10/01/2012	73		-21.27	0.00	0.00	0.00	0.00	0.00	0.00	-21.27	92071.43	1382.96	0.00	0.00
7116927869	11/05/2012	173	11/01/2012	0.00	0.00	0.00	119.58	412.40	377.15	0.00	909.13	91951.85	1760.11	0.00	0.00
7116927869	11/05/2012	173	12/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	91951.85	1760.11	0.00	0.00
7116927869	11/05/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	91951.85	1760.11	0.00	0.00
7116927869	12/07/2012	312	12/01/2012	0.00	0.00	0.00	0.00	0.00	-1819.10	0.00	0.00	91951.85	-58.99	0.00	0.00
7116927869	12/10/2012	173	12/01/2012	0.00	0.00	0.00	120.11	411.87	377.15	0.00	909.13	91831.74	318.16	0.00	0.00
7116927869	12/10/2012	173	01/01/2013	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	91831.74	318.16	0.00	0.00
7116927869	12/10/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	91831.74	318.16	0.00	0.00
7116927869	12/31/2012											91831.74	318.16	0.00	0.00

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Nationstar v. Lowery
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2015-002253

DATE 06/14/2013

THE MORTGAGE SERVICE CENTER
4001 LEADENHALL ROAD
MT LAUREL, NJ 08054

CUSTOMER ACCOUNT ACTIVITY STATEMENT

MORT NAME NORMAN LOWERY
STREET 727 SWEET MEADOW LN LN
CITY STATE ZIP CLOVER, SC, 29710

LOAN NUMBER XXXXXXXXXX

ACTIVITY FOR PERIOD 01/01/2013 - 06/14/2013

Loan Number	Transaction Date	Transaction Code	Due Date	Fees Assessed	Fees Paid	Suspense Amount	Principal Amount	Interest Amount	Escrow Amount	Advance Amount	Total Amount	Principal Balance	Escrow Balance	Advance Balance	Suspense Balance
7116927869	01/01/2013											91831.74	318.16	0.00	0.00
7116927869	01/16/2013	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	91831.74	318.16	0.00	0.00
7116927869	02/08/2013	172	01/01/2013	0.00	0.00	817.41	0.00	0.00	0.00	0.00	817.41	91831.74	318.16	0.00	817.41
7116927869	02/27/2013	132		11.25	0.00	0.00	0.00	0.00	0.00	0.00	11.25	91831.74	318.16	0.00	817.41
7116927869	03/25/2013	132		11.25	0.00	0.00	0.00	0.00	0.00	0.00	11.25	91831.74	318.16	0.00	817.41
7116927869	03/27/2013	147	01/01/2013	0.00	0.00	-817.41	0.00	0.00	0.00	0.00	0.00	91831.74	318.16	0.00	817.41
7116927869	04/26/2013	132		11.25	0.00	0.00	0.00	0.00	0.00	0.00	11.25	91831.74	318.16	0.00	0.00
7116927869	05/29/2013	830		0.00	0.00	0.00	0.00	0.00	0.00	595.00	0.00	91831.74	318.16	595.00	0.00
7116927869	05/29/2013	832		0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	91831.74	318.16	745.00	0.00
7116927869	05/29/2013	832		0.00	0.00	0.00	0.00	0.00	0.00	8.00	0.00	91831.74	318.16	751.00	0.00
7116927869	05/29/2013	832		0.00	0.00	0.00	0.00	0.00	0.00	26.00	0.00	91831.74	318.16	777.00	0.00
7116927869	06/03/2013	132		0.00	0.00	0.00	0.00	0.00	0.00	425.00	0.00	91831.74	318.16	1202.00	0.00
7116927869	06/14/2013			11.25	0.00	0.00	0.00	0.00	0.00	0.00	11.25	91831.74	318.16	1202.00	0.00
												91831.74	318.16	1202.00	0.00

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Adler 15
08/11

WIRING INSTRUCTIONS ROGERS TOWNSEND & THOMAS, PC

WIRE TO: SCB&T
201 Columbiana Drive
Columbia, SC 29212
Phone #: (803) 540-3300
Routing # 053200983

FOR CREDIT TO: Rogers, Townsend & Thomas, PC Trust Account
220 Executive Center Drive
Columbia, SC 29212
Phone #: (803) 744-4444
Account # 1390002366

Please include the RT&T file #, your loan # and your name on the wire so we can accurately process your transaction.

P. O. Box 100200 (29202) • 220 Executive Center Drive • Columbia, South Carolina 29210
Tel: 803-744-4444 • Fax: 803-343-7017 • Web: www.rtt-law.com

**Nationstar v. Lowery
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2015-002253**

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*ALU 15
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Subject: Request for status update; Ref Docket Nr. 13-1503, PHH Mortgage Corporation vs. Norman Lowery
May 14 2013

From: Norman Lowery (lowerynd@yahoo.com)

To: payoffreins@rtt-law.com;

Date: Wednesday, June 5, 2013 8:43 AM

I request a written update as to the status of the above listed foreclosure as well as the status of requested documents. Norm Lowery

Nationstar v. Lowery

Appellate Case No.

2015-002253

<http://us-mg5.mail.yahoo.com/neo/launch?.rand=9b4nhcaf7ofpt>

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9/9/2013

Subject: RE: PHH v. Norman Lowery; 011227-01181

From: Maryann Capoccia (Maryann.Capoccia@rtt-law.com)

To: lowerynd@yahoo.com;

Date: Tuesday, June 18, 2013 8:59 AM

Mr. Lowery,

We will send it out as soon as we receive it from our client. Thank you.

Best,

Maryann Capoccia



Maryann Capoccia Direct 803.744.5229
Contested Foreclosure Paralegal Fax 803.343.7013

Rogers Townsend & Thomas, PC Main 803.771.7900
220 Executive Center Drive Visit rtt-law.com
Columbia, SC 29210

From: Norman Lowery [mailto:lowerynd@yahoo.com]
Sent: Friday, June 14, 2013 1:32 PM
To: Maryann Capoccia
Subject: Re: PHH v. Norman Lowery; 011227-01181

Nationstar v. Lowery

Appellate Case No.

2015-002253
<http://us-mg5.mail.yahoo.com/neo/launch?.rand=9b4nhcaf7ofpt>

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9/9/2013

I appreciate the response, I can expect a response by what date?

Sent from my iPhone

On Jun 12, 2013, at 10:23 AM, Maryann Capoccia <Maryann.Capoccia@rtt-law.com> wrote:

Mr. Lowery,

Attached please find a letter from our attorney in response to your letter dated June 5, 2013. Thank you.

Best,

Maryann Capoccia

<image001.jpg>

Maryann Capoccia
Contested Foreclosure Paralegal

Direct 803.744.5229
Fax 803.343.7013

Rogers Townsend & Thomas, PC
220 Executive Center Drive
Columbia, SC 29210

Main 803.771.7900
Visit rtt-law.com

NOTICES

PRIVILEGED AND CONFIDENTIAL: This electronic message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is attorney-client privileged, may be confidential work product, or may be exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is wrongful, is strictly prohibited, and may subject you to civil liability. If you have received this communication in error, please immediately notify us by telephone at 803-771-7900 (Columbia office) or 704-442-9500 (Charlotte office) or by return e-mail, and destroy any copies (electronic, paper, or otherwise) that you may have of this communication.

DEBT COLLECTOR: This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in

Nationstar v. Lowery

Appellate Case No.

2015-002253
<http://us5.mail.yahoo.com/neo/launch?.rand=9b4nhcaf7ofpt>

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pg 1

bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only as an attempt to enforce a lien.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with certain U.S. Treasury regulations, we inform you that, unless expressly stated otherwise, any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of avoiding tax-related penalties that may be imposed by the IRS or to promote, market or recommend to any party any tax-related matter addressed herein. In addition, if any such tax advice is used or referred to by other parties in promoting, marketing or recommending any partnership or other entity, investment plan or arrangement, then (i) the advice should be construed as written in connection with the promotion or marketing by others of the transaction(s) or matter(s) addresses in this communication and (ii) the taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

<Lowery_status update.PDF>

NOTICES

PRIVILEGED AND CONFIDENTIAL: This electronic message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is attorney-client privileged, may be confidential work product, or may be exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is wrongful, is strictly prohibited, and may subject you to civil liability. If you have received this communication in error, please immediately notify us by telephone at 803-771-7900 (Columbia office) or 704-442-9500 (Charlotte office) or by return e-mail, and destroy any copies (electronic, paper, or otherwise) that you may have of this communication.

DEBT COLLECTOR: This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only as an attempt to enforce a lien.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with certain U.S. Treasury regulations, we inform you that, unless expressly stated otherwise, any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of avoiding tax-related penalties that may be imposed by the IRS or to promote, market or recommend to any party any tax-related matter addressed herein. In addition, if any such tax advice is used or referred to by other parties in promoting, marketing or recommending any partnership or other entity, investment plan or arrangement, then (i) the advice should be construed as written in connection with the promotion or marketing by others of the transaction(s) or matter(s) addresses in this communication and (ii) the taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

Nationstar v. Lowery

Appellate Case No.

2015-002253

<http://us-mg5.mail.yahoo.com/neo/launch?.rand=9b4nhcaf7ofpt>

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pg 2



ROGERS TOWNSEND
ATTORNEYS AT LAW

SENT VIA EMAIL: lowerynd@yahoo.com

June 12, 2013

Norman D. Lowery
727 Sweet Meadow Ln
Clover, SC 29710

Re: Norman Lowery
Loan No. 7116927869
Our File No. 011227-01181

Dear Mr. Lowery:

I received your status update request dated June 5, 2013 regarding the above referenced file. Please be aware that we are unable to offer you any legal advice.

In response to your dispute of the debt, my firm has placed its file on hold until the debt is validated by my client. Please note that this hold may not alleviate the requirements imposed upon you by the Rules of Civil Procedure or any other applicable court rules or orders, including the time specified to file and serve a responsive pleading to the allegations of the complaint.

Once we receive the validation of debt and other documents from our client, my firm will serve these upon you.

Sincerely,

Jennifer W. Rubin
Robert P. Davis
Vance L. Brabham
Attorneys for Plaintiff

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

Nationstar v. Lowery
Appellate Case No.
2015-002253

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EXHIBIT:

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FORM 4

**STATE OF SOUTH CAROLINA
COUNTY OF YORK
IN THE COURT OF COMMON PLEAS**

**JUDGMENT IN A CIVIL CASE
CASE NUMBER 2013CP4601503**

PHH Mortgage Corporation	Norman D Lowery
PLAINTIFF(S)	
DEFENDANT(S)	
Submitted by: The Court	Attorney for: ☐ Plaintiff ☐ Defendant ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 21(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

FILED-RECEIVED
 2014 JUN 30 PM 4:07
 DAVID HAMILTON
 CLERK OF COURT
 YORK COUNTY, SC

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

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

ORDER INFORMATION

This matter has been pending since September 30, 2013 without resolution. Therefore, this case is dismissed without prejudice, and the Lis Pendens canceled of record.

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

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

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

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

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

judgment details.
Nationstar v. Lowery

Appellate Case No. _____
 SC-4 SCRPC Form 4C (Revised 3/2013)
 2015-002253

Exhibit 8 Pg 1 of 2

MMKerrall
Master in Equity

3063

Judge Code

6/30/2014

Date

For Clerk of Court Office Use Only

This judgment was entered on 6/30/14, and a copy mailed first class or placed in the appropriate attorney's box on 6/30/14, to attorneys of record or to parties (when appearing pro se) as follows:

Andrew William Montgomery PO Box 100200 Columbia,
SC 29202-3200

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

David Hamilton

Court Reporter

David Hamilton - Clerk of Court

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

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

Nationstar v. Lowery

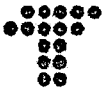
Appellate Case No.

2015-002253 Form 4C (Revised 3/2013)

Exhibit 8 Pg 2 of 2

EXHIBIT:

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ROGERS TOWNSEND
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200 (20202)
220 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803.744.4444 F 803.343.7013
WWW.RTT-LAW.COM

SENT VIA EMAIL: lowerynd@yahoo.com

June 12, 2013

Norman D. Lowery
727 Sweet Meadow Ln
Clover, SC 29710

Re: Norman Lowery
Loan No. 7116927869
Our File No. 011227-01181

Dear Mr. Lowery:

I received your status update request dated June 5, 2013 regarding the above referenced file. Please be aware that we are unable to offer you any legal advice.

In response to your dispute of the debt, my firm has placed its file on hold until the debt is validated by my client. Please note that this hold may not alleviate the requirements imposed upon you by the Rules of Civil Procedure or any other applicable court rules or orders, including the time specified to file and serve a responsive pleading to the allegations of the complaint.

Once we receive the validation of debt and other documents from our client, my firm will serve these upon you.

Sincerely,

Jennifer W. Rubin
Robert P. Davis
Vance L. Brabham
Attorneys for Plaintiff

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 9 Pg 1 Of 1

*File # 9
Pg 4*

EXHIBIT:

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STOP/CAUTION ORDER/REVOCAION OF PRE-AUTHORIZATION OF REC
TRANSACTION/ACH REVOCATION/CREDIT CARD REV

☒ SECU

☐ LGFCU

☐ NCPAFCU

☒ SP (Stop Payment)

☐ SC (Stop Caution)

Type of Stop: ☒ Check

☐ ACH/Electronic

☐ Recurring POS

Member Name: NORMAN D LOWERY

Account Number: 31034019

Description/Payee: COLDWELL BANKER MORTGAG

Branch #: 00201

Amount: 777.15

Check # Low: 001316

Check # High: 001316

Check Initiated By Phone or Internet: ☐ Yes ☒ No

Source of Request: ☒ In Person ☐ By Phone/Fax ☐ By Mail ☐ Online ☐ Branch Use

Waive Fee: ☐ Yes ☒ No

Waive Fee Reason: ☐ Lost/Stolen ☐ Other

Posting Date (ACH transactions only): _____

POS RETURN CODES:

R0 ☐ I, the undersigned, hereby give notice that I direct the Credit Union to decline (stop) one (1) future payment for the above referenced company. This payment will be returned "Authorization Revoked by Customer". I fully understand that any future POS transactions from this company will be processed on my account and will not be declined.

R1 ☐ I, the undersigned, hereby give notice that I have revoked in writing all authorization previously given to the above referenced company for any future payments on my accounts and direct the Credit Union to return all future transactions from this company as "Authorized Revoked by Customer."

ACH REVOCATION RETURN CODES- Written Statement of Unauthorized Debit:

R07 ☐ I, the undersigned, hereby give notice that I have revoked in writing authorization previously given to the above referenced company and direct the Credit Union to return the current and/or future transactions from this company regardless of the dollar amount submitted.

R08 ☐ I, the undersigned, hereby direct the Credit Union to return future transactions from the above referenced company in the amount listed above only.

R10 ☐ I, the undersigned, did not authorize the above referenced company to draft my account with the Credit Union. I hereby direct the Credit Union to return all current and future ACH transactions from this company as "Customer Advises Not Authorized."

DISCLOSURES

1. I understand the Stop/Caution Order/ACH/POS/Credit Card Revocation is **VALID FOR ONLY TWELVE (12) MONTHS**. If the above item(s) is/are presented against my checking account and/or credit card after the expiration of this Stop/Caution Order/ACH/POS Revocation and a new Stop/Caution Order/ACH/POS/Credit Card Revocation has not been completed and signed by me, the item(s) will be processed on my account and the Credit Union will not be held responsible.

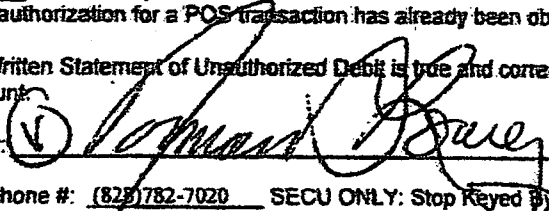
2. The Credit Union can not honor this request if the item(s) described above is/are accepted on the same processing day as this request. If so, the processing fee for ACH revocation will still be applied to my account; however, if the fee is for a Stop/Caution Order the fee will be refunded.

3. I understand that except when a return code R08 is used above, all future Visa Pre-authorized Recurring Point of Sale Transactions and/or ACH debits from the originating company, regardless of amount, will be returned.

4. I understand if the name and/or company ID of the originating company changes, thus enabling a debit to post to my account, the Credit Union will not be held responsible.

5. I understand if an authorization for a POS transaction has already been obtained by the merchant, the charge will post to my account.

6. I assert that this Written Statement of Unauthorized Debit is true and correct and that I am an authorized signer or have the authority to act on the account.

Signature of Member: 

Date: 5/23/13

Member's Daytime Phone #: (828) 782-7020

SECU ONLY: Stop Keyed By: S07011N

Date: 05/23/2013

Time: 9:53



SPF02538795

Appellate Case No.

2015-002253

Revised 04/13/2012

Exhibit 10 Pg 1 Of 8

2011			2012			2013		
JANUARY	FEBRUARY	MARCH	JANUARY	FEBRUARY	MARCH	JANUARY	FEBRUARY	MARCH
SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS
1 2 3 4 5	1 2 3 4 5	1 2 3 4 5	1 2 3 4 5 6 7	1 2 3 4	1 2 3	1 2 3 4 5	1 2	1 2
6 7 8 9 10 11 12	6 7 8 9 10 11 12	6 7 8 9 10 11 12	8 9 10 11 12 13 14	5 6 7 8 9 10 11	4 5 6 7 8 9 10	6 7 8 9 10 11 12	3 4 5 6 7 8 9	3 4 5 6 7 8 9
13 14 15 16 17 18 19	13 14 15 16 17 18 19	13 14 15 16 17 18 19	15 16 17 18 19 20 21	12 13 14 15 16 17 18	11 12 13 14 15 16 17	13 14 15 16 17 18 19	10 11 12 13 14 15 16	10 11 12 13 14 15 16
20 21 22 23 24 25 26	20 21 22 23 24 25 26	20 21 22 23 24 25 26	22 23 24 25 26 27 28	19 20 21 22 23 24 25	18 19 20 21 22 23 24	20 21 22 23 24 25 26	17 18 19 20 21 22 23	17 18 19 20 21 22 23
27 28 29 30 31	27 28 29 30	27 28 29 30 31	29 30 31	26 27 28 29	25 26 27 28 29 30 31	27 28 29 30 31	24 25 26 27 28 29	24 25 26 27 28 29
APRIL	MAY	JUNE	APRIL	MAY	JUNE	APRIL	MAY	JUNE
1 2 3 4 5 6 7	1 2 3 4 5 6 7	1 2 3 4	1 2 3 4 5 6 7	1 2 3 4 5	1 2	1 2 3 4 5 6	1 2 3 4	1
8 9 10 11 12 13 14	8 9 10 11 12 13 14	5 6 7 8 9 10	8 9 10 11 12 13 14	6 7 8 9 10 11 12	3 4 5 6 7 8 9	7 8 9 10 11 12 13	5 6 7 8 9 10 11	2 3 4 5 6 7 8
15 16 17 18 19 20 21	15 16 17 18 19 20 21	11 12 13 14 15 16 17	15 16 17 18 19 20 21	13 14 15 16 17 18 19	10 11 12 13 14 15 16	14 15 16 17 18 19 20	12 13 14 15 16 17 18	9 10 11 12 13 14 15
22 23 24 25 26 27 28	22 23 24 25 26 27 28	18 19 20 21 22 23 24	22 23 24 25 26 27 28	20 21 22 23 24 25 26	17 18 19 20 21 22 23	21 22 23 24 25 26 27	19 20 21 22 23 24 25	16 17 18 19 20 21 22

1316

4-1-15

- ☐ Business
- ☐ Charitable
- ☐ Clothing
- ☐ Dependent Care
- ☐ Education
- ☐ Food
- ☐ Home
- ☐ Insurance
- ☐ Taxes
- ☐ Utilities
- ☐ Other

Seven Hundred Seventy Seven and 10/100

☐ TAX DEDUCTIBLE ITEM

BAL. FWD	
ITEM AMOUNT	777.15
BALANCE	
DEPOSIT	
FWD	

NOT NEGOTIABLE

STOP/CAUTION ORDER/REVOCAION OF PRE-AUTHORIZA
TRANSACTION/ACH REVOCATION/CRE

☒ SECU

☐ LGFCU

☐

☒ SP (Stop Payment) ☐ SC (Stop Caution)

Type of Stop: ☒ Check

☐ ACH/Electronic

☐ Recurring POS

Member Name: NORMAN D LOWERY

Account Number: 31034019

Description/Payee: COLDWELL BANKER MORTGAG

Branch #: 00201

Amount: 777.15

Check # Low: 001317

Check # High: 001317

Check Initiated By Phone or Internet: ☐ Yes ☒ No

Source of Request: ☒ In Person ☐ By Phone/Fax ☐ By Mail ☐ Online ☐ Branch Use

Waive Fee: ☐ Yes ☒ No

Waive Fee Reason: ☐ Lost/Stolen ☐ Other

Posting Date (ACH transactions only):

POS RETURN CODES:

R0 ☐ I, the undersigned, hereby give notice that I direct the Credit Union to decline (stop) one (1) future payment for the above referenced company. This payment will be returned "Authorization Revoked by Customer". I fully understand that any future POS transactions from this company will be processed on my account and will not be declined.

R1 ☐ I, the undersigned, hereby give notice that I have revoked in writing all authorization previously given to the above referenced company for any future payments on my accounts and direct the Credit Union to return all future transactions from this company as "Authorized Revoked by Customer."

ACH REVOCATION RETURN CODES- Written Statement of Unauthorized Debit:

R07 ☐ I, the undersigned, hereby give notice that I have revoked in writing authorization previously given to the above referenced company and direct the Credit Union to return the current and/or future transactions from this company regardless of the dollar amount submitted.

R08 ☐ I, the undersigned, hereby direct the Credit Union to return future transactions from the above referenced company in the amount listed above only.

R10 ☐ I, the undersigned, did not authorize the above referenced company to draft my account with the Credit Union. I hereby direct the Credit Union to return all current and future ACH transactions from this company as "Customer Advises Not Authorized."

DISCLOSURES

1. I understand the Stop/Caution Order/ACH/POS/Credit Card Revocation is **VALID FOR ONLY TWELVE (12) MONTHS**. If the above item(s) is/are presented against my checking account and/or credit card after the expiration of this Stop/Caution Order/ACH/POS Revocation and a new Stop/Caution Order/ACH/POS/Credit Card Revocation has not been completed and signed by me, the item(s) will be processed on my account and the Credit Union will not be held responsible.

2. The Credit Union can not honor this request if the item(s) described above is/are accepted on the same processing day as this request. If so, the processing fee for ACH revocation will still be applied to my account; however, if the fee is for a Stop/Caution Order the fee will be refunded.

3. I understand that except when a return code R08 is used above, all future Visa Pre-authorized Recurring Point of Sale Transactions and/or ACH debits from the originating company, regardless of amount, will be returned.

4. I understand if the name and/or company ID of the originating company changes, thus enabling a debit to post to my account, the Credit Union will not be held responsible.

5. I understand if an authorization for a POS transaction has already been obtained by the merchant, the charge will post to my account.

6. I assert that this Written Statement of Unauthorized Debit is true and correct and that I am an authorized signer or have the authority to act on the account.

Signature of Member: [Signature]

Date: 5/23/13

Member's Daytime Phone #: (828) 782-7020

SECU ONLY: Stop Keyed By: S0701/N

Date: 05/23/2013

Time: 9:54



SPF02520707

Appellate Case No.

2015-002253

Revised 01/13/2012

Exhibit

10

Pg

3

of

EPG

2011			2012			2013		
JANUARY	FEBRUARY	MARCH	JANUARY	FEBRUARY	MARCH	JANUARY	FEBRUARY	MARCH
SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS
1	1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9	9
10	10	10	10	10	10	10	10	10
11	11	11	11	11	11	11	11	11
12	12	12	12	12	12	12	12	12
13	13	13	13	13	13	13	13	13
14	14	14	14	14	14	14	14	14
15	15	15	15	15	15	15	15	15
16	16	16	16	16	16	16	16	16
17	17	17	17	17	17	17	17	17
18	18	18	18	18	18	18	18	18
19	19	19	19	19	19	19	19	19
20	20	20	20	20	20	20	20	20
21	21	21	21	21	21	21	21	21
22	22	22	22	22	22	22	22	22
23	23	23	23	23	23	23	23	23
24	24	24	24	24	24	24	24	24
25	25	25	25	25	25	25	25	25
26	26	26	26	26	26	26	26	26
27	27	27	27	27	27	27	27	27
28	28	28	28	28	28	28	28	28
29	29	29	29	29	29	29	29	29
30	30	30	30	30	30	30	30	30
31	31	31	31	31	31	31	31	31

- ✓ Track Your Expenses ...
- ☐ Auto/Travel
 - ☐ Education
 - ☐ Medical/Dental
 - ☐ Business
 - ☐ Entertainment
 - ☐ Savings
 - ☐ Charities
 - ☐ Food
 - ☐ Taxes
 - ☐ Clothing
 - ☐ Home
 - ☐ Utilities
 - ☐ Dependent Care
 - ☐ Insurance
 - ☐ Other

Creditwell Banker Mortgage

1 Creditwell Banker Mortgage

☐ TAX DEDUCTIBLE ITEM

Memo 11164124869

For enhanced security your account number will not be printed on this copy

NOT NEGOTIABLE

BAL	
FORD	
ITEM	
AMOUNT	517.41
BALANCE	
DEPOSIT	
FORD	

Statement Date: 02-21-13

Page 1

NORMAN D LOWERY
NANCY SANDERS-LOWERY
727 SWEET MEADOW LN
CLOVER SC 29710-8840

SUMMARY OF ACCOUNTS

Account Type	Account Number	Beginning Balance	Debits	Credits	Ending Balance
Interest Checking	██████████19	██████████	██████████	██████████	16.67
Shares	██████████85	25.31	.00	.02	25.33

For your safety, no social security or other tax identification numbers are printed on this statement.

Daily Rates: 08-19-10 Thru 02-21-13 0.250%, Annual Percentage Yield: 0.250%

Statement Period: 01-25-13 Thru 02-21-13

NORMAN D LOWERY
NANCY SANDERS-LOWERY
Overdraft Account Number: 2298385

Account Number: 31034019

Regular Shares

ACCOUNT ACTIVITY

Beginning Balance: 1,299.83
Interest Period: 01-25-13 Thru 02-21-13
SECU Foundation Year To Date: 1.00

Interest Earned Year To Date: .42
Number Of Days In Interest Period: 28

Posted Date	Effective Date	+/-	Amount	Transaction Description	Ending Balance
01-25-13	01-25-13	-		TRANSACTION FEE	
01-25-13	01-25-13	-		██████████	
01-25-13	01-25-13	-		██████████ DATE 01-25	
01-25-13	01-25-13	-		FLYING J#711 BLACKSBURG SC	
01-25-13	01-25-13	-		██████████ DATE 01-24	
01-25-13	01-25-13	-		██████████ YORK SC	
01-25-13	01-25-13	-		██████████	
01-25-13	01-25-13	-		██████████ DATE 01-25	
01-25-13	01-25-13	-		FLYING J#711 BLACKSBURG SC	
01-25-13	01-25-13	-		██████████	
01-25-13	01-25-13	-		Amazon Video On Demand 216-1072	
01-25-13	01-25-13	-		██████████	
01-25-13	01-25-13	-		██████████ DATE 01-24	
01-25-13	01-25-13	-		OPEN DREAMERS LLC 570-856-0900	
01-25-13	01-25-13	-		██████████	
01-25-13	01-25-13	-		013024008900489	991.26

Nationstar v. Lowery
Appellate Case No.
2015-002253

Statement is continued on next page

Exhibit

10 Pg 6 of 10

NORMAN D LOWERY
Account Number: 31034019

Statement Date: 02-21-13
Page 5

Posted Date	Effective Date	+/-	Amount	Transaction Description	Ending Balance
02-08-13	02-08-13	-	6.00	POINT OF SALE DEBIT L340 DATE 02-06	1792.11
02-11-13	02-11-13	-		SUBWAY 0029YORK POINT OF SALE DEBIT	
02-11-13	02-11-13	-		BORDERLINE MINI CLOVER SC 02-09	
02-11-13	02-11-13	-		WAL-MART SUPER YORK SC 02-08	
02-11-13	02-11-13	-		WAL-MART SUPER YORK SC 02-08	
02-11-13	02-11-13	-		POINT OF SALE DEBIT ROCK HILL SC 02-08	
02-11-13	02-11-13	-		WAL-MART SUPER YORK SC 02-08	
02-11-13	02-11-13	-		BILO 719 YORK SC 02-10	
02-11-13	02-11-13	-		POINT OF SALE DEBIT 02-11	
02-11-13	02-11-13	-		QUICKTRIP CLOVER SC 02-11	
02-11-13	02-11-13	-		POINT OF SALE DEBIT 02-09	
02-11-13	02-11-13	-		WAL-MART SUPER ROCK HILL SC 02-09	
02-11-13	02-11-13	-		POINT OF SALE DEBIT 02-08	
02-11-13	02-11-13	-		Amazon.com AMZN.COM/BIL 02-08	
02-11-13	02-11-13	-		OTL SCORESENSE.COM 800-679-6327 02-08	
02-11-13	02-11-13	-		POINT OF SALE DEBIT 02-11	
02-12-13	02-12-13	-	817.41	MORTGAGE SVC CTR CHECKPYMT 013042005006055 CK#1310 02-11	
02-12-13	02-12-13	-		POINT OF SALE DEBIT 02-09	
02-12-13	02-12-13	-		Amazon Video On De 866-216-1072 02-09	
02-12-13	02-12-13	-		POINT OF SALE DEBIT 02-11	
02-12-13	02-12-13	-		AT&T DATA 800-331-0500 02-11	
02-13-13	02-13-13	-		POINT OF SALE DEBIT 02-11	
02-13-13	02-13-13	-		SWAROVSKI CRYSTAL 401-4636400 02-12	
02-13-13	02-13-13	-		L340 TIME 02:43 PM DATE 02-12 WAL-MART #1666 CHARLOTTE NC 02-12	
02-14-13	02-14-13	-		POINT OF SALE DEBIT 02-12	
02-14-13	02-14-13	-		Amazon Video On De 866-216-1072 02-14	
02-14-13	02-14-13	-		L341 TIME 09:33 AM DATE 02-14 WAL-MART SUPER GASTONIA NC 02-14	
02-15-13	02-15-13	-		POINT OF SALE DEBIT 02-14	
02-15-13	02-15-13	-		BORDERLINE MINI CLOVER SC 02-14	
02-15-13	02-15-13	-		POINT OF SALE DEBIT 02-14	
02-15-13	02-15-13	-		POINT OF SALE DEBIT 02-14	

(Ref by PH (check))
2013/199/58
817.41

Nationstar v. Lowery
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2015-002253

Statement is continued on next page

Exhibit 10 Pg 7 of 9

ndc
Pg 2
Pg 3

STOP/CAUTION ORDER/REVOCATION OF PRE-AUTHORIZATION
TRANSACTION/ACH/REVOCATION/CREDIT CARD

☒ SECU

☐ LGFCU

☐ NCPA

☒ SP (Stop Payment)

☐ SC (Stop Caution)

Type of Stop: ☒ Check

Member Name: NORMAN D LOWERY

Account Number: 31034019

Description/Payee: COLDWELL BANKER MORTGAG

Branch #: 00201

Amount: 777.15

Check # Low: 001312

Check # High: 001312

Check Initiated By Phone or Internet: ☐ Yes ☒ No

Source of Request: ☒ In Person ☐ By Phone/Fax ☐ By Mail ☐ Online ☐ Branch Use

Waive Fee: ☐ Yes ☒ No

Waive Fee Reason: ☐ Lost/Stolen ☐ Other

Posting Date (ACH transactions only):

POS RETURN CODES:

R0 ☐ I, the undersigned, hereby give notice that I direct the Credit Union to decline (stop) one (1) future payment for the above referenced company. This payment will be returned "Authorization Revoked by Customer". I fully understand that any future POS transactions from this company will be processed on my account and will not be declined.

R1 ☐ I, the undersigned, hereby give notice that I have revoked in writing all authorization previously given to the above referenced company for any future payments on my accounts and direct the Credit Union to return all future transactions from this company as "Authorized Revoked by Customer."

ACH REVOCATION RETURN CODES- Written Statement of Unauthorized Debit:

R07 ☐ I, the undersigned, hereby give notice that I have revoked in writing authorization previously given to the above referenced company and direct the Credit Union to return the current and/or future transactions from this company regardless of the dollar amount submitted.

R08 ☐ I, the undersigned, hereby direct the Credit Union to return future transactions from the above referenced company in the amount listed above only.

R10 ☐ I, the undersigned, did not authorize the above referenced company to draft my account with the Credit Union. I hereby direct the Credit Union to return all current and future ACH transactions from this company as "Customer Advises Not Authorized."

DISCLOSURES

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2. The Credit Union can not honor this request if the item(s) described above is/are accepted on the same processing day as this request. If so, the processing fee for ACH revocation will still be applied to my account; however, if the fee is for a Stop/Caution Order the fee will be refunded.

3. I understand that except when a return code R08 is used above, all future Visa Pre-authorized Recurring Point of Sale Transactions and/or ACH debits from the originating company, regardless of amount, will be returned.

4. I understand if the name and/or company ID of the originating company changes, thus enabling a debit to post to my account, the Credit Union will not be held responsible.

5. I understand if an authorization for a POS transaction has already been obtained by the merchant, the charge will post to my account.

6. I assert that this Written Statement of Unauthorized Debit is true and correct and that I am an authorized signer or have the authority to act on the account.

Signature of Member: [Signature]

Date: 5/23/13

Member's Daytime Phone #: (828) 782-1020

SECU ONLY: Stop Keyed By: 607011N

Date: 05/23/2013

Time: 9:52



SPF02532704

Nationstar v. Lowery

Appellate Case No.

2015-002253

Revised 04/13/2012

Exh. 10 pg 8 of 9

Pg. Of

2011									2012									2013								
JANUARY			FEBRUARY			MARCH			JANUARY			FEBRUARY			MARCH			JANUARY			FEBRUARY			MARCH		
SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25		
26	27	28	29	30	31																					
APRIL	MAY	JUNE	APRIL	MAY	JUNE	APRIL	MAY	JUNE	APRIL	MAY	JUNE	APRIL	MAY	JUNE	APRIL	MAY	JUNE	APRIL	MAY	JUNE	APRIL	MAY	JUNE	APRIL		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25		
26	27	28	29	30	31																					

- ✓ Track Your Expenses...
- ☐ Auto/Travel
 - ☐ Business
 - ☐ Charities
 - ☐ Clothing
 - ☐ Dependent Care
 - ☐ Education
 - ☐ Entertainment
 - ☐ Food
 - ☐ Home
 - ☐ Insurance
 - ☐ Medical/Dental
 - ☐ Savings
 - ☐ Taxes
 - ☐ Utilities
 - ☐ Other

Coldwell Banker Int'l
Six Hundred Security Serv.

☐ TAX DEDUCTIBLE ITEM

DATE	12/12
FOR'D	
ITEM	1000
AMOUNT	
BALANCE	
DEPOSIT	
FOR'D	

Memo

For enhanced security your account number will not be printed on this copy

NOT NEGOTIABLE

Exhibit 10 pg 9 of 9

EXHIBIT:

11



2001 Bishops Gate Boulevard
Mt. Laurel NJ 08054

Tel 888-418-0364
Fax 856-917-8300

March 28, 2013

Norman D Lowery
727 Sweet Meadow Ln Ln
Clover, SC 29710

Loan Number: 7116927869
Property Address:
727 Sweet Meadow Ln
Clover SC 29710

Dear Customer(s):

This is to inform you that the enclosed check number 2013199158 in the amount of \$817.41 is a refund of monies that were posted to a suspense account during your delinquency.

The money is being returned because your loan is still in default and may be referred to our Foreclosure Department for further review.

Please contact us at 800-750-2518 if you have experienced a hardship that prevents you from paying your account current. You may qualify for a homeowner assistance program to help you bring the account current and avoid foreclosure. Please call today to submit your request for homeowner assistance.

Sincerely,

Mortgage Service Center

XC011

Nationstar v. Lowery

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2015-002253

Log in to MortgageQuestions.com — your servicing website connection.

Exhibit

11

Pg

of

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181



2001 Bishops Gate Boulevard
Mt. Laurel NJ 08054

Tel 888-418-0364
Fax 856-917-8300

February 11, 2013

Norman D Lowery
727 Sweet Meadow Ln Ln
Clover SC 29710

Loan Number: 7116927869
Property Address:
727 Sweet Meadow Ln
Clover SC 29710

Dear Customer(s):

We have recently received your payment of \$ 817.41. The total amount due is \$ 909.13, therefore an additional \$ 91.72 is required to complete your payment.

To complete your payment, please contact us at the above referenced number. We can accept your payment over the phone which will be credited to your account the same day or you can mail it to:

Mortgage Service Center
Mail Stop SV-19
PO Box 5457
Mt. Laurel, NJ 08054

Please ensure the additional payment of \$ 91.72 is received on or before the last business day of the month to avoid this situation being reported to the credit bureaus.

If you have any additional questions please contact us at the phone number referenced above.

Sincerely,

Cash Management Department
Mortgage Service Center

CS702 214

Nationstar v. Lowery Log in to MortgageQuestions.com -- your servicing website connection.
Appellate Case No.
2015-002253

Exhibit 11 Pg 2 of 2

Mr. Bald 13 pg 2

Mortgage Services
2001 Bishops Gate Blvd.
Mt. Laurel, NJ 08054

FORWARDING SERVICE REQUESTED

US 45 MAILED AT US

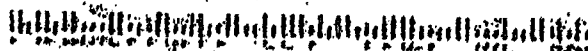
RESORTED
FIRST CLASS



UNITED STATES POSTAGE
02 1R
0002009183
AUG 17 2013
\$00.406
MAILED FROM ZIP CODE 08109

Mr. Norman Lowery
727 Sweet Meadow Lane
Clover, SC 29710

GGTGFMB 29710



Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 11

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Nationstar v. Lowery
Appellate Case No.
2015-002253

EB030

Exhibit

Pg

Of

4 ¹⁴ Attach 13
pg 4

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Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit

pg

5

or

10

5 m
BABA 14
pg 5

Nationstar W. Lowery
Appellate Case No.
2015-002253

Mortgage Services
2001 Bishops Gate Blvd,
Mt. Laurel, NJ 08054

FORWARDING SERVICE REQUESTED

PRESORTED
FIRST CLASS



02 1R \$ 00.40
0002008183 AUG 22 2015
MAILED FROM ZIP CODE 08101

Mr. Norman D. Lowery
727 Sweet Meadow Lane
Clover, SC 29710

2971038840



Exhibit

11

pg

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of 8

to

Mr. Lowery

1

3/14

Mr. Lowery
#14

MORTGAGE SERVICE CENTER

P.O. Box 5452 • Mt. Laurel, NJ 08054-5452

WELLS FARGO BANK
REMITTANCE CLEARING 2000

CHECK NO.
2013911073

MO/DAY/YR.
08/20/2013

7116927860

AMOUNT
*******\$817.41*******

VOID IF NOT CASHED WITHIN 180 DAYS

SP# 2013199158032713

Eight Hundred Seventeen and 41/100 Dollars

**PAY TO
THE ORDER
OF**

NORMAN LOWERY

**727 SWEET MEADOW LANE
CLOVER SC 29710**

[Handwritten Signature]

AUTHORIZED SIGNATURE

⑈2013911073⑈ ⑆121000248⑆

4121902951⑈

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 11 Pg 8 of 8

*7 match #14
8 pg 2*

Exhibit 11 Pg 8
3 of 8
10/3/14

ENDORSE CHECK HERE

X

DO NOT WRITE / SIGN / STAMP BELOW THIS LINE
DEPOSITORY ENDORSEMENT



Security features listed below exceed industry guidelines:

- A Micro-Print Signature Line
- Micro-Print Lines and Borders
- Background Security Screen
- VOID Pantograph
- Artificial Watermarks
- Heat Sensitive Padlocks on Front of Check

Absence of these features may indicate alteration.

© Padock.com is a registered mark of the Check Payment Systems Association.

EXHIBIT:

1512

Subject: Ref Docket Nr. 13-1503, PHH Mortgage Corporation vs. Norman D. Lowery, filed May 14 2013

From: Norman Lowery (lowerynd@yahoo.com)

To: payoffreins@rtt-law.com

Date: Thursday, May 23, 2013 10:48 AM

I was shocked to be served court documents in the middle of May 2013 stating I was delinquent 5 months of mortgage payments. I immediately contacted the mortgage company, according to company representatives in the legal section they indicated that check number 1310 was sent back to us along with a letter (the term "short payment letter" was verbalized) stating that it was not enough to cover the January mortgage payment. I get the mail and we received no letters/documents of any shape or form, nor did I sign receipt of any notifications of any type/shape or form of communication notifying me as being delinquent of any payment, opportunity to intervention, CURE or bring payments up to date. I request a copy of all documents, receipts of delivery, letters, notes, documents or any other shape or form of communication related to any and all information pertaining to this matter, as well as the current location and status of all un-cashed checks sent to Coldwell Banker Mgt, PO Box 371458, Pittsburg, PA 15250.

In reading Court documents delivered to me, Ref Docket Nr. 13-1503, PHH Mortgage Corporation vs. Norman D. Lowery, filed May 14 2013, Notice: para 3. States: "The debt described in this notice will be assumed to be valid by the Creditor's law firm unless you, the Consumer, within thirty (30) days after the receipt this notice, dispute the validity of the debt or any portion thereof", and para 4. States: "If you the Consumer, notify the Creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt, and a copy of the verification and a verification will be mailed to you, the Consumer, by the Creditor's law firm". I dispute any and all foreclosure actions for inadvertently missing one (1) mortgage payment and demand all foreclosure action cease due to either false, misreported or incorrect information follows :

Prior to January 2013 I managed all bills to include paying the Mortgage, due to suffering a heart attack and subsequently having several stent implanted, my spouse, Nancy, was forced to take over making payments. Not having done so ever since we have been married she inadvertently overlooked several bills, additionally I didn't have any system for my wife to follow. I do not work due to military service connected disability and receive military retirement from which I pay the monthly bills. Normally I don't receive the retirement check till the first of the month, January 1st being a U S Government holiday the government normally sends the payment the next business day. In December I informed the Mortgage Company, when I paid the December bill (via debit card), the January bill would be several days late due to the Government holiday and I wasn't sure what date the holiday closure time period would be (company recorded telephone line). Shortly after the 1st of January 2013 I became ill and suffered a heart attack.

In January 2013 Nancy had assumed I paid the January mortgage and other payments before my heart attack. In February, she developed a binder for our monthly bills in the event I am unable to pay the monthly payments she will be able to do so. Nancy has made all payments to the Mortgage Company by check. Starting with check number 1310 for \$817.41, subsequently cashed by the mortgage company and documented on NC State Employee Credit Union (NC SECU) monthly statement dated 02-21-13, page 5.

Nancy also sent the following checks for mortgage payments annotated by date: 03-05-13 \$777.15 Check #1312, 04-01-13 \$777.15 Check #1316 and 05-03-13 \$777.15 Check #1317. All checks were
Appellate Case No.

2015-002253

<http://us-mg5.mail.yahoo.com/neo/launch?rand=283b14hos0fv9> Exhibit 12 Pg 1 of 6 9/9/2013

Arch 2
Pg 1

sent to Coldwell Banker Mgt, PO Box 371458, Pittsburg, PA 15250 none of which were processed by NC SECU. I have since stopped payment on those checks to Coldwell Banker due to not knowing who is possession of those outstanding checks.
Your assistance in terminating foreclosure action is greatly appreciated.

Norman D. Lowery

Nationstar v. Lowery
Appellate Case No.
2015-002253

<http://us-mg5.mail.yahoo.com/neo/launch?.rand=283bl4hos0fv9>

Exhibit 12 Pg 2 of 6 9/9/2013

Mr
April 7
Page 2

Subject: Request for status update, Ref Docket Nr. 13-1503, PHH Mortgage Corporation vs. Norman D. Lowery, filed May 14 2013

From: Norman Lowery (lowerynd@yahoo.com)

To: payoffreins@rtt-law.com;

Date: Wednesday, June 5, 2013 8:43 AM

I request a written update as to the status of the above listed foreclosure as well as the status of requested documents. Norm Lowery

Nationstar v. Lowery

Appellate Case No.

2015-002253

<http://us-mg5.mail.yahoo.com/neo/launch?rand=c5pnerip2j4cf>

Exhibit

12

Pg

3

of

6

9/4/2013

ME

attch #8

pg 1

Subject: PTH v. Norman Lowery; 011227-01181

From: Maryann Capoccia (Maryann.Capoccia@rtt-law.com)

To: lowerynd@yahoo.com;

Date: Wednesday, June 12, 2013 10:23 AM

Mr. Lowery,

Attached please find a letter from our attorney in response to your letter dated June 5, 2013. Thank you.

Best,

Maryann Capoccia



ROGERS TOWNSEND
ATTORNEYS AT LAW

Maryann Capoccia Direct 803.744.5229
Contested Foreclosure Paralegal Fax 803.343.7013

Rogers Townsend & Thomas, PC Main 803.771.7900
220 Executive Center Drive Visit rtt-law.com
Columbia, SC 29210

NOTICES

PRIVILEGED AND CONFIDENTIAL: This electronic message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is attorney-client privileged, may be confidential work product, or may be exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is wrongful, is strictly prohibited, and may subject you to civil liability. If you have received this communication in error, please immediately notify us by telephone at 803-771-7900 (Columbia office) or 704-442-9500 (Charlotte office) or by return e-mail, and destroy any copies (electronic, paper, or otherwise) that you may have of this communication.

National v. Lowery

Appellate Case No.

2015-002253

<http://us-mg5.mail.yahoo.com/neo/launch?.rand=c5pnerip2j4cf>

Exhibit 12 Pg 4 of 6 9/4/2013

Alld B
pg 2

DEBT COLLECTOR: This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only as an attempt to enforce a lien.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with certain U.S. Treasury regulations, we inform you that, unless expressly stated otherwise, any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of avoiding tax-related penalties that may be imposed by the IRS or to promote, market or recommend to any party any tax-related matter addressed herein. In addition, if any such tax advice is used or referred to by other parties in promoting, marketing or recommending any partnership or other entity, investment plan or arrangement, then (i) the advice should be construed as written in connection with the promotion or marketing by others of the transaction(s) or matter(s) addresses in this communication and (ii) the taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

Nationstar v. Lowery

Appellate Case No.

2015-002253

<http://us-mg5.mail.yahoo.com/neo/launch?.rand=c5pnerip2j4cf>

Exhibit 12 Pg 5 of 6 9/4/2013

ALC 8
Pg 3



ROGERS TOWNSEND
ATTORNEYS AT LAW

SENT VIA EMAIL: lowerynd@yahoo.com

June 11, 2013

Norman D. Lowery
727 Sweet Meadow Ln
Clover, SC 29710

Re: Norman Lowery
Loan No. 7116927869
Our File No. 011227-01181

Dear Mr. Lowery:

I received your status update request dated June 5, 2013 regarding the above referenced file. Please be aware that we are unable to offer you any legal advice.

In response to your dispute of the debt, my firm has placed its file on hold until the debt is validated by my client. Please note that this hold may not alleviate the requirements imposed upon you by the Rules of Civil Procedure or any other applicable court rules or orders, including the time specified to file and serve a responsive pleading to the allegations of the complaint.

Once we receive the validation of debt and other documents from our client, my firm will serve these upon you.

Sincerely,

Jennifer W. Rubin
Robert P. Davis
Vance L. Brabham
Attorneys for Plaintiff

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

Alch 8/9
Pg 4

EXHIBIT:

13

Subject: Re: Automatic reply: account # 7116927869

From: Norman Lowery (lowerynd@yahoo.com)

To: Statusreq@rtt-law.com;

Date: Thursday, May 16, 2013 10:04 AM

In order to get this account up to date I will make payments of \$1,800 on the first of each month until the account is current. thanks Norman Lowery

From: Statusreq <Statusreq@rtt-law.com>

To: Norman Lowery <lowerynd@yahoo.com>

Sent: Wednesday, May 15, 2013 12:14 PM

Subject: Automatic reply: account # 7116927869

Automatic Reply

The law firm of Rogers Townsend & Thomas, PC has received your correspondence and will process it accordingly. PLEASE NOTE: Our law firm is not permitted by our clients, without express permission, to voluntarily consent to any request for a continuation or postponement of an upcoming hearing or sale. Therefore, unless there is some legal requirement (such as notice of a bankruptcy filing) that requires our firm to "stay" or cease collection activities on a particular account, the hearing or sale will proceed as scheduled unless our client elects to consent to your request. Therefore, if you have sent a request for a continuance and you DO NOT hear from us regarding your request prior to the hearing or sale, please assume that our client has not consented to your request and react as you or your counsel deem appropriate.

Thank you,
The Default Services Department
Communications Team

NOTICES

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DEBT COLLECTOR: This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only as an attempt to enforce a lien.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with certain U.S. Treasury regulations, we inform you that, unless expressly stated otherwise, any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of avoiding tax-
2015-002253

Exhibit 13 Pg 1 of 2

related penalties that may be imposed by the IRS or to promote, market or recommend to any party any tax-related matter addressed herein. In addition, if any such tax advice is used or referred to by other parties in promoting, marketing or recommending any partnership or other entity, investment plan or arrangement, then (i) the advice should be construed as written in connection with the promotion or marketing by others of the transaction(s) or matter(s) addresses in this communication and (ii) the taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 13 Pg 2 of 2 *mu*

EXHIBIT:

14

Subject: Ref Docket Nr. 13-1503, PHH Mortgage Corporation vs. Norman D. Lowery, filed May 14 2013
From: Norman Lowery (lowerynd@yahoo.com)
To: payoffreins@rtt-law.com;
Date: Thursday, May 23, 2013 10:48 AM

was shocked to be served court documents in the middle of May 2013 stating I was delinquent 5 months of mortgage payments. I immediately contacted the mortgage company, according to company representatives in the legal section they indicated that check number 1310 was sent back to me along with a letter (the term "short payment letter" was verbalized) stating that it was not enough to cover the January mortgage payment. I get the mail and we received no letters/documents of any shape or form, nor did I sign receipt of any notifications of any type/shape or form of communication notifying me as being delinquent of any payment, opportunity to intervention, CURE or bring payments up to date. I request a copy of all documents, receipts of delivery, letters, notes, documents or any other shape or form of communication related to any and all information pertaining to this matter, as well as the current location and status of all un-cashed checks sent to Coldwell Banker Mgt, PO Box 371458, Pittsburg, PA 15250.

On reading Court documents delivered to me, Ref Docket Nr. 13-1503, PHH Mortgage Corporation vs. Norman D. Lowery, filed May 14 2013, Notice: para 3. States: *"The debt described in this notice will be assumed to be valid by the Creditor's law firm unless you, the Consumer, within thirty (30) days after the receipt of this notice, dispute the validity of the debt or any portion thereof"*, and para 4. States: *"If you the Consumer, notify the Creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt, and a copy of the verification and a verification will be mailed to you, the Consumer, by the Creditor's law firm"*. I dispute any and all foreclosure actions for inadvertently missing one (1) mortgage payment and demand all foreclosure action cease due to either false, misreported or incorrect information follows :

Prior to January 2013 I managed all bills to include paying the Mortgage, due to suffering a heart attack and subsequently having several stent implanted, my spouse, Nancy, was forced to take over making payments. Not having done so ever since we have been married she inadvertently overlooked several bills, additionally I didn't have any system for my wife to follow. I do not work due to military service connected disability and receive military retirement from which I pay the monthly bills. Normally I don't receive the retirement check till the first of the month, January 1st being a U S Government holiday the government normally sends the payment the next business day. In December I informed the Mortgage Company, when I paid the December bill (via debit card), the January bill would be several days late due to the Government holiday and I wasn't sure what date the holiday closure time period would be (company recorded telephone line). Shortly after the 1st of January 2013 I became ill and suffered a heart attack.

In January 2013 Nancy had assumed I paid the January mortgage and other payments before my heart attack. In February, she developed a binder for our monthly bills in the event I am unable to pay the monthly payments she will be able to do so. Nancy has made all payments to the Mortgage Company by check. Starting with check number 1310 for \$817.41, subsequently cashed by the mortgage company and documented on NC State Employee Credit Union (NC SECU) monthly statement dated

02-21-13 page 5 Lowery

Appellate Case No.
2015-002253

Exhibit 14 Pg 1 of 2

lancy also sent the following checks for mortgage payments annotated by date: 03-05-13 \$777.15
 check #1312, 04-01-13 \$777.15 Check #1316 and 05-03-13 \$777.15 Check #1317. All checks were
 sent to Coldwell Banker Mgt, PO Box 371458, Pittsburg, PA 15250 none of which were processed by
 C SBCU. I have since stopped payment on those checks to Coldwell Banker due to not knowing
 who is possession of those outstanding checks.
 Your assistance in terminating foreclosure action is greatly appreciated.

Norman D. Lowery

Nationstar v. Lowery
 Appellate Case No.
 2015-002253

Exhibit 141 Pg 2 of 2 ¹²

EXHIBIT:

15

Subject: PHH v. Norman Lowery, 011227-01181
From: Maryann Capoccia (Maryann.Capoccia@rtt-law.com)
To: lowerynd@yahoo.com;
Date: Wednesday, June 12, 2013 10:23 AM

Mr. Lowery,

Attached please find a letter from our attorney in response to your letter dated June 5, 2013. Thank you.

Best,

Maryann Capoccia



Maryann Capoccia Direct 803.744.5229
Contested Foreclosure Paralegal Fax 803.343.7013

Rogers Townsend & Thomas, PC
220 Executive Center Drive
Columbia, SC 29210

Main 803.771.7900
Visit rtt-law.com

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National v. Lowery

Appellate Case No.

2015-002253

<http://us-mg5.mail.yahoo.com/neo/launch?.rand=c5pnerip2j4cf>

Exhibit 15 Pg 1 of 3 9/4/2013

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pg 2

DEBT COLLECTOR: This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only as an attempt to enforce a lien.

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Nationstar v. Lowery

Appellate Case No.

2015-002253

<http://us-mg5.mail.yahoo.com/neo/launch?.rand=c5pnerip2j4cf>

Exhibit 15 Pg 2 of 3 9/4/2013

Adl B
Pg 3



ROGERS TOWNSEND
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 109208 (29202)
220 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803.744.4444 F 803.343.7013
WWW.ATT-LAW.COM

SENT VIA EMAIL: lowerynd@yahoo.com

June 12, 2013

Norman D. Lowery
727 Sweet Meadow Ln
Clover, SC 29710

Re: Norman Lowery
Loan No. 7116927869
Our File No. 011227-01181

Dear Mr. Lowery:

I received your status update request dated June 5, 2013 regarding the above referenced file. Please be aware that we are unable to offer you any legal advice.

In response to your dispute of the debt, my firm has placed its file on hold until the debt is validated by my client. Please note that this hold may not alleviate the requirements imposed upon you by the Rules of Civil Procedure or any other applicable court rules or orders, including the time specified to file and serve a responsive pleading to the allegations of the complaint.

Once we receive the validation of debt and other documents from our client, my firm will serve these upon you.

Sincerely,

Jennifer W. Rubin
Robert P. Davis
Vance L. Brabham
Attorneys for Plaintiff

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 15 Pg 3 of 3

Alex #9
Pg 4

EXHIBIT:

16

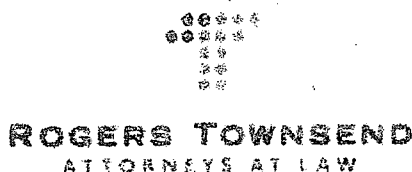
Subject: RE: PHH v. Norman Lowery; 011227-01181
From: Maryann Capoccia (Maryann.Capoccia@rtt-law.com)
To: lowerynd@yahoo.com;
Date: Tuesday, June 18, 2013 8:59 AM

Mr. Lowery,

We will send it out as soon as we receive it from our client. Thank you.

Best,

Maryann Capoccia



Maryann Capoccia
Contested Foreclosure Paralegal

Direct 803.744.5229
Fax 803.343.7013

Rogers Townsend & Thomas, PC
220 Executive Center Drive
Columbia, SC 29210

Main 803.771.7900
Visit rtt-law.com

From: Norman Lowery [mailto:lowerynd@yahoo.com]
Sent: Friday, June 14, 2013 1:32 PM
To: Maryann Capoccia
Subject: Re: PHH v. Norman Lowery; 011227-01181

~~Nationstar v. Lowery~~
Appellate Case No.
2015-002253

Exhibit 16 Pg 1 Of 1

EXHIBIT:

17



ROGERS TOWNSEND
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200 (29202)
220 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803.744.4444 F 803.343.7013
WWW.ATT-LAW.COM

30 September 2014

Norman D. Lowery
727 Sweet Meadow Ln
Clover, SC 29710
lowerynd@yahoo.com

Re: PHH Mortgage Corporation vs. Norman Lowery
Case No. 14-CP-46-2394; York County
Our File No. 011227-01447

Dear Sir:

This letter is in response to your inquiry regarding certain payments with respect to your mortgage loan, #7116927869. First, regarding check number 2013199158 in the amount of \$17.41, this check was stopped and reissued as check number 2013911073 on August 20, 2013 and was cashed on October 28, 2013. Regarding the checks written by your wife (sequence 1312-March 2013, 1316-April 2013 and 1317-May 2013), please provide front and back copies of these checks and we will forward them to our client for research. Thank you.

Regards,

Vance L. Brabham
H. Guyton Murrell
Attorneys for Plaintiff

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 17 Pg 1 of 1 *ML*

EXHIBIT:

18



May 29, 2015

RE: Return Funds - Insufficient To Resolve Delinquency

Dear Nationstar Borrower:

At Nationstar Mortgage, we strive to keep our customers informed on matters relating to their loan.

We have recently received payment on your behalf and are returning these funds as they are insufficient to bring your account current.

Account statuses are subject to change. Please contact us for up-to-date account information and amounts owed.

If you have any questions, please contact our Customer Service Department at (888) 480-2432 between the hours of 8:00 a.m. to 8:00 p.m. (CTS), Monday through Thursday and 8:00 a.m. to 6:00 p.m. (CST) on Friday.

Sincerely,

Nationstar Mortgage LLC
Customer Service Department

This is an attempt to collect a debt and any information obtained will be used for that purpose.

P.S. If you have any questions, please call us at (888) 480-2432 Monday through Thursday between 8:00 a.m. and 8:00 p.m. (CST), or Friday between 8:00 a.m. and 6:00 p.m. (CST).

Visit us online at www.MyNationstarMtg.com for more information

Nationstar Mortgage is active or has been discharged in a bankruptcy proceeding, be advised this communication is for informational purposes only and not an attempt to collect a debt. Please note however, we reserve the right to exercise the legal rights only against the property securing the original obligation

2015-002253

Exhibit 12 Pg 1 Of 2



DATE	LOAN NUMBER NAME	POLICY NUMBER OR TAX ID	AMOUNT
05/29/15	0623608460 LOWERY	N 343E629A RETURN OF FUNDS	227.90
	0623608460 LOWERY	N 343E629A RETURN OF FUNDS	338.00

THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED ABOVE - IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

Nationstar Mortgage LLC
Misc Suspense/Disbursements (Escrow Disb)
8950 Cypress Waters Blvd.
Coppell, Texas 75019

Wells Fargo Bank, N.A.
San Francisco, CA 94103
11-24
1210

0003800245

CHECK/AUDIT NO.
0003800245

DATE
05/29/15

PAY *****565 DOLLARS AND 90 CENTS

\$565.90

TO THE ORDER OF
NORMAN D LOWERY
727 SWEET MEADOW LN LN
Nationstar v. Lowery SC 29710
Appellate Case No.
2015-002253

Nationstar Mortgage

VOID IF NOT CASHED WITHIN 180 DAYS



Exhibit 18 Pg 2 of 2

0003800245 0003800245 0003800245

EXHIBIT:

19

DATE 06/14/2013

THE MORTGAGE SERVICE CENTER
4001 LEADENHALL ROAD
MT LAUREL, NJ 08054

CUSTOMER ACCOUNT ACTIVITY STATEMENT

MORT NAME NORMAN LOWERY
STREET 727 SWEET MEADOW LN LN
CITY STATE ZIP CLOVER, SC, 29710

LOAN NUMBER: [REDACTED]

ACTIVITY FOR PERIOD 01/01/2010 - 12/31/2010

Loan Number	Transaction Date	Transaction Code	Due Date	Fees Assessed	Fees Paid	Suspense Amount	Principal Amount	Interest Amount	Escrow Amount	Advance Amount	Total Amount	Principal Balance	Escrow Balance	Advance Balance	Suspense Balance
7116927889	01/01/2010			0.00	0.00	0.00	-95000.00	0.00	0.00	0.00	-95000.00	95000.00	0.00	0.00	0.00
7116927889	07/14/2010	142		0.00	0.00	0.00	0.00	265.81	0.00	0.00	0.00	95000.00	0.00	0.00	0.00
7116927889	07/22/2010	143		0.00	0.00	0.00	0.00	0.00	353.12	0.00	353.12	95000.00	353.12	0.00	0.00
7116927889	07/23/2010	170	08/01/2010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	94893.54	470.81	0.00	0.00
7116927889	09/08/2010	173	09/01/2010	0.00	0.00	0.00	106.46	425.52	117.69	0.00	649.67	94893.54	470.81	0.00	0.00
7116927889	09/08/2010	173	10/01/2010	0.00	7.50	0.00	0.00	0.00	0.00	0.00	7.50	94893.54	470.81	0.00	0.00
7116927889	09/08/2010	73		-7.50	0.00	0.00	0.00	0.00	0.00	0.00	-7.50	94893.54	470.81	0.00	0.00
7116927889	10/13/2010	173	10/01/2010	0.00	0.00	0.00	106.94	425.04	117.69	0.00	649.67	94786.60	588.50	0.00	0.00
7116927889	10/15/2010	173	11/01/2010	0.00	12.50	0.00	0.00	0.00	0.00	0.00	12.50	94786.60	588.50	0.00	0.00
7116927889	10/15/2010	73		-12.50	0.00	0.00	0.00	0.00	0.00	0.00	-12.50	94786.60	588.50	0.00	0.00
7116927889	11/16/2010	162		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94786.60	588.50	0.00	0.00
7116927889	11/16/2010	312	12/01/2010	0.00	0.00	0.00	0.00	0.00	-227.33	0.00	0.00	94786.60	361.17	0.00	0.00
7116927889	12/16/2010	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94786.60	361.17	0.00	0.00
7116927889	12/31/2010											94786.60	361.17	0.00	0.00

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ML
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DATE

06/14/2013

THE MORTGAGE SERVICE CENTER
4001 LEADENHALL ROAD
MT. LAUREL, NJ 08054

CUSTOMER ACCOUNT ACTIVITY STATEMENT

National City, Lowery
Appellate Case No.
2015-002253MORT NAME NORMAN LOWERY
STREET 727 SWEET MEADOW LN LN
CITY STATE ZIP CLOVER, SC, 29710

LOAN NUMBER: [REDACTED]

ACTIVITY FOR PERIOD 01/01/2011 - 12/31/2011

Loan Number	Transaction Date	Transaction Code	Due Date	Fees Assessed	Fees Paid	Suspense Amount	Principal Amount	Interest Amount	Escrow Amount	Advance Amount	Total Amount	Principal Balance	Escrow Balance	Advance Balance	Suspense Balance
7116927869	01/01/2011											94788.60	381.17	0.00	0.00
7116927869	01/04/2011	173	11/01/2010	0.00	0.00	0.00	107.41	424.57	117.69	0.00	649.67	94878.19	478.86	0.00	0.00
7116927869	01/04/2011	173	12/01/2010	0.00	0.00	0.00	107.90	424.06	117.69	0.00	649.67	94871.29	596.55	0.00	0.00
7116927869	01/04/2011	173	01/01/2011	0.00	42.54	0.00	0.00	0.00	0.00	0.00	42.54	94871.29	596.55	0.00	0.00
7116927869	01/04/2011	173	01/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	94871.29	596.55	0.00	0.00
7116927869	01/04/2011	73		-42.54	0.00	0.00	0.00	0.00	0.00	0.00	-42.54	94871.29	596.55	0.00	0.00
7116927869	01/04/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	94871.29	596.55	0.00	0.00
7116927869	01/18/2011	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94871.29	596.55	0.00	0.00
7116927869	02/02/2011	173	01/01/2011	0.00	0.00	0.00	108.38	423.60	117.69	0.00	649.67	94862.91	714.24	0.00	0.00
7116927869	02/02/2011	173	02/01/2011	0.00	0.00	0.00	108.86	423.12	117.69	0.00	649.67	94354.05	831.93	0.00	0.00
7116927869	02/02/2011	173	03/01/2011	0.00	21.27	0.00	0.00	0.00	0.00	0.00	21.27	94354.05	831.93	0.00	0.00
7116927869	02/02/2011	173	03/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	94354.05	831.93	0.00	0.00
7116927869	02/02/2011	73		-21.27	0.00	0.00	0.00	0.00	0.00	0.00	-21.27	94354.05	831.93	0.00	0.00
7116927869	02/02/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	94354.05	831.93	0.00	0.00
7116927869	03/01/2011	173	03/01/2011	0.00	0.00	0.00	109.36	423.93	117.69	0.00	649.67	94244.70	949.62	0.00	0.00
7116927869	03/01/2011	173	04/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	94244.70	949.62	0.00	0.00
7116927869	03/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	94244.70	949.62	0.00	0.00
7116927869	04/01/2011	173	04/01/2011	0.00	0.00	0.00	109.84	422.14	117.69	0.00	649.67	94134.88	1067.31	0.00	0.00
7116927869	04/01/2011	173		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94134.88	1067.31	0.00	0.00
7116927869	05/16/2011	152		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	94024.53	1185.00	0.00	0.00
7116927869	06/01/2011	173	05/01/2011	0.00	0.00	0.00	110.33	421.85	117.69	0.00	649.67	94024.53	1185.00	0.00	0.00
7116927869	06/01/2011	173	06/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	94024.53	1185.00	0.00	0.00
7116927869	06/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	94024.53	1185.00	0.00	0.00
7116927869	06/16/2011	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94024.53	1185.00	0.00	0.00
7116927869	07/01/2011	173	06/01/2011	0.00	0.00	0.00	110.83	421.15	117.69	0.00	649.67	93913.70	1302.69	0.00	0.00
7116927869	07/01/2011	173	07/01/2011	0.00	42.54	0.00	0.00	0.00	0.00	0.00	42.54	93913.70	1302.69	0.00	0.00
7116927869	07/01/2011	173	07/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93913.70	1302.69	0.00	0.00
7116927869	07/01/2011	73		-42.54	0.00	0.00	0.00	0.00	0.00	0.00	-42.54	93913.70	1302.69	0.00	0.00
7116927869	07/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93913.70	1302.69	0.00	0.00
7116927869	07/08/2011	351	07/01/2011	0.00	0.00	0.00	0.00	0.00	-1122.00	0.00	0.00	93913.70	180.69	0.00	0.00
7116927869	07/18/2011	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	93913.70	180.69	0.00	0.00
7116927869	07/20/2011	307		0.00	0.00	0.00	0.00	0.00	-78.70	0.00	0.00	93913.70	101.99	0.00	0.00
7116927869	08/02/2011	173	07/01/2011	0.00	0.00	0.00	111.32	420.66	117.69	0.00	649.67	93802.38	219.88	0.00	0.00
7116927869	08/02/2011	173	08/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93802.38	219.88	0.00	0.00
7116927869	08/02/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93802.38	219.88	0.00	0.00
7116927869	08/16/2011	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	93802.38	219.88	0.00	0.00
7116927869	09/01/2011	173	08/01/2011	0.00	0.00	0.00	111.82	420.16	117.69	0.00	649.67	93690.56	337.37	0.00	0.00
7116927869	09/01/2011	173	09/01/2011	0.00	0.00	0.00	112.32	419.68	112.44	0.00	644.42	93578.24	449.81	0.00	0.00
7116927869	09/01/2011	173	10/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93578.24	449.81	0.00	0.00
7116927869	09/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93578.24	449.81	0.00	0.00
7116927869	10/03/2011	173	10/01/2011	0.00	0.00	0.00	112.83	419.15	112.44	0.00	644.42	93465.41	562.25	0.00	0.00
7116927869	10/03/2011	173	11/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93465.41	562.25	0.00	0.00
7116927869	10/03/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93465.41	562.25	0.00	0.00
7116927869	11/02/2011	173	11/01/2011	0.00	0.00	0.00	113.33	418.65	112.44	0.00	644.42	93352.08	674.69	0.00	0.00
7116927869	11/02/2011	173	12/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93352.08	674.69	0.00	0.00
7116927869	11/02/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93352.08	674.69	0.00	0.00
7116927869	12/01/2011	173	12/01/2011	0.00	0.00	0.00	113.84	418.14	112.44	0.00	644.42	93238.24	787.13	0.00	0.00
7116927869	12/01/2011	312	12/01/2011	0.00	0.00	0.00	0.00	0.00	-1787.86	0.00	0.00	93238.24	-1000.83	0.00	0.00
7116927869	12/01/2011	173	01/01/2012	0.00	21.47	0.00	0.00	0.00	0.00	0.00	21.47	93238.24	-1000.83	0.00	0.00
7116927869	12/01/2011	173	01/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93238.24	-1000.83	0.00	0.00
7116927869	12/01/2011	73		-21.47	0.00	0.00	0.00	0.00	0.00	0.00	-21.47	93238.24	-1000.83	0.00	0.00
7116927869	12/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93238.24	-1000.83	0.00	0.00
7116927869	12/31/2011											93238.24	-1000.83	0.00	0.00

Exhibit

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MC [Signature]
09/10

Nationstar v. Lowery
Appellate Case
2015-002253

08/14/2013

THE MORTGAGE SERVICE CENTER
4001 LEADENHALL ROAD
MT LAUREL, NJ 08054

CUSTOMER ACCOUNT ACTIVITY STATEMENT

MORTGAGE NAME NORMAN LOWERY
STREET 727 SWEET MEADOW LN LN
CITY STATE ZIP CLOVER, SC, 29710

LOAN NUMBER: [REDACTED]

ACTIVITY FOR PERIOD 01/01/2012 - 12/31/2012

Loan Number	Transaction Date	Transaction Code	Due Date	Fees Assessed	Fees Paid	Suspense Amount	Principal Amount	Interest Amount	Escrow Amount	Advance Amount	Total Amount	Principal Balance	Escrow Balance	Advance Balance	Suspense Balance
7116927869	01/01/2012						114.35	417.63	112.44	0.00	644.42	93238.24	-1000.83	0.00	0.00
7116927869	01/04/2012	173	01/01/2012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.50	93123.89	-888.39	0.00	0.00
7116927869	01/04/2012	173	02/01/2012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93123.89	-888.39	0.00	0.00
7116927869	01/04/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	909.13	93009.03	-511.24	0.00	0.00
7116927869	02/01/2012	173	02/01/2012	0.00	0.00	0.00	114.88	417.12	377.15	0.00	909.13	92893.65	-134.09	0.00	0.00
7116927869	03/02/2012	173	03/01/2012	0.00	0.00	0.00	115.38	416.60	377.15	0.00	909.13	92893.65	-134.09	0.00	0.00
7116927869	03/02/2012	173	04/01/2012	0.00	1.50	0.00	0.00	0.00	0.00	0.00	1.50	92893.65	-134.09	0.00	0.00
7116927869	03/02/2012	73		-1.50	0.00	0.00	0.00	0.00	0.00	0.00	-1.50	92893.65	-134.09	0.00	0.00
7116927869	04/02/2012	173	04/01/2012	0.00	0.00	0.00	115.88	418.09	377.15	0.00	909.13	92777.76	243.06	0.00	0.00
7116927869	04/02/2012	173	05/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	92777.76	243.06	0.00	0.00
7116927869	04/02/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	92777.76	243.06	0.00	0.00
7116927869	05/03/2012	173	05/01/2012	0.00	0.00	0.00	116.41	418.57	377.15	0.00	909.13	92661.35	920.21	0.00	0.00
7116927869	05/03/2012	173	06/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	92661.35	620.21	0.00	0.00
7116927869	05/03/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	92661.35	620.21	0.00	0.00
7116927869	06/04/2012	173	06/01/2012	0.00	0.00	0.00	116.93	418.05	377.15	0.00	909.13	92544.42	997.36	0.00	0.00
7116927869	06/04/2012	173	07/01/2012	0.00	21.07	0.00	0.00	0.00	0.00	0.00	21.07	92544.42	997.36	0.00	0.00
7116927869	06/04/2012	173	07/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	92544.42	997.36	0.00	0.00
7116927869	06/04/2012	73		-21.07	0.00	0.00	0.00	0.00	0.00	0.00	-21.07	92544.42	997.36	0.00	0.00
7116927869	06/04/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	92544.42	997.36	0.00	0.00
7116927869	07/02/2012	173	07/01/2012	0.00	0.00	0.00	117.46	414.52	377.15	0.00	909.13	92428.98	1374.51	0.00	0.00
7116927869	07/02/2012	173	08/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	92428.98	1374.51	0.00	0.00
7116927869	07/02/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	92428.98	1374.51	0.00	0.00
7116927869	07/03/2012	351	07/01/2012	0.00	0.00	0.00	0.00	0.00	-1123.00	0.00	0.00	92428.98	251.51	0.00	0.00
7116927869	08/08/2012	173	08/01/2012	0.00	0.00	0.00	117.98	414.00	377.15	0.00	909.13	92308.98	628.66	0.00	0.00
7116927869	08/08/2012	173	09/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	92308.98	628.66	0.00	0.00
7116927869	08/08/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	92308.98	628.66	0.00	0.00
7116927869	09/17/2012	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	92308.98	628.66	0.00	0.00
7116927869	10/01/2012	173	09/01/2012	0.00	0.00	0.00	118.51	413.47	377.15	0.00	909.13	92190.47	1005.81	0.00	0.00
7116927869	10/01/2012	173	10/01/2012	0.00	0.00	0.00	118.04	412.94	377.15	0.00	909.13	92071.43	1382.98	0.00	0.00
7116927869	10/01/2012	173	11/01/2012	0.00	21.27	0.00	0.00	0.00	0.00	0.00	21.27	92071.43	1382.98	0.00	0.00
7116927869	10/01/2012	73		-21.27	0.00	0.00	0.00	0.00	0.00	0.00	-21.27	92071.43	1382.98	0.00	0.00
7116927869	11/05/2012	173	11/01/2012	0.00	0.00	0.00	119.58	412.40	377.15	0.00	909.13	91951.85	1760.11	0.00	0.00
7116927869	11/05/2012	173	12/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	91951.85	1760.11	0.00	0.00
7116927869	11/05/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	91951.85	1760.11	0.00	0.00
7116927869	12/07/2012	312	12/01/2012	0.00	0.00	0.00	0.00	0.00	-1819.10	0.00	0.00	91951.85	-58.99	0.00	0.00
7116927869	12/10/2012	173	12/01/2012	0.00	0.00	0.00	120.11	411.87	377.15	0.00	909.13	91831.74	318.16	0.00	0.00
7116927869	12/10/2012	173	01/01/2013	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	91831.74	318.16	0.00	0.00
7116927869	12/10/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	91831.74	318.16	0.00	0.00
7116927869	12/31/2012											91831.74	318.16	0.00	0.00

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State Employees' Credit Union

NORMAN D LOWERY
Account Number: 3004019

Statement Date: 01-26-11
Page 2

Posted Date	Effective Date	+ / -	Amount	Transaction Description	Ending Balance
12-28-10	12-28-10	-	44.27	INTERLINK POS DEBIT L340 TIME 03.41 PM DATE 12-23 [REDACTED] CLEVERLAND NC	
12-28-10	12-28-10	-	14.00	INTERLINK POS DEBIT L340 TIME 03.37 PM DATE 12-23 [REDACTED] CLEVERLAND NC	
12-28-10	12-28-10	-	22.00	INTERLINK POS DEBIT L340 TIME 04.17 PM DATE 12-23 MICHAEL'S 12008 GASTONIA NC	
12-28-10	12-28-10	-	12.00	INTERLINK POS DEBIT L343 TIME 08.10 AM DATE 12-24 [REDACTED] CLOVER SC	
12-28-10	12-28-10	-	12.00	INTERLINK POS DEBIT L341 TIME 09.50 AM DATE 12-24 [REDACTED] YORK SC	
12-28-10	12-28-10	-	12.00	VISA CHECK POS DEBIT L340 DATE 12-23 [REDACTED] GASTONIA	
12-28-10	12-28-10	-	3.00	VISA CHECK POS DEBIT L340 DATE 12-23 [REDACTED] 0037GASTONIA	
12-28-10	12-28-10	-	12.00	VISA CHECK POS DEBIT L340 DATE 12-25 [REDACTED] 800-894-9131	
12-28-10	12-28-10	-	3.00	VISA CHECK POS DEBIT L340 DATE 12-23 AUTOPAY/DISH NTWK 800-894-9131	12.00
12-29-10	12-30-10	+	100.00	US TREASURY 228 VA BENEFIT 010361002731786	
12-29-10	12-29-10	-	12.00	VISA CHECK POS DEBIT L340 DATE 12-28 [REDACTED] 610-7571929	
12-29-10	12-29-10	-	.75	INTERNATIONAL TRANSACTION FEE L340 TIME 11.20 AM DATE 12-29 [REDACTED] 610-7571929	
12-30-10	12-30-10	-	2.00	VISA CHECK POS DEBIT L340 DATE 12-28 [REDACTED] 1181 GASTONIA	12.00
01-03-11	01-03-11	+	3.00	DFAS-CLEVELAND RET NET 010363003607199	
01-03-11	01-03-11	-	9.02	VISA CHECK POS DEBIT L340 DATE 01-02 [REDACTED] 888-2287436	
01-03-11	01-03-11	-	.00	INTERNATIONAL TRANSACTION FEE L340 TIME 03.12 AM DATE 01-03 PAY-LOVBILL.COM 888-2287436	
01-03-11	01-03-11	-	26.70	INS PREM 011003004574010	9.00
01-04-11	01-04-11	-	.75	ATM USAGE FEE [REDACTED] 01-03	
01-04-11	01-04-11	-	3.00	L340 TIME 02.40 PM DATE 01-03 [REDACTED] YORK SC	
01-04-11	01-04-11	-	12.00	VISA CHECK POS DEBIT L340 DATE 01-03 [REDACTED] YORK	
01-04-11	01-04-11	-	12.00	VISA CHECK POS DEBIT L340 DATE 01-03 [REDACTED] YORK	
01-04-11	01-04-11	-	1,359.38	Mortgage Svc Ctr Mortgage 011004005014028	6.00

Nationstar v. Lowery
Appellate Case No.
2015-002253

Statement is continued on next page

Exhibit 19 Pg 4 Of 13

State Employees' Credit Union

NORMAN D LOWERY
Account Number: ~~3023~~4019

Statement Date: 02-22-11
Page 2

Posted Date	Effective Date	+ / -	Amount	Transaction Description	Ending Balance
				~~011033004043783~~	~~1,245.48~~
02-02-11	02-02-11	-	~~0.00~~	INTERLINK POS DEBIT	
02-03-11	02-03-11	-	~~0.00~~	L343 TIME 05.50 PM DATE 02-02	
			~~0.00~~	~~011033004043783~~	
02-03-11	02-03-11	-	~~0.00~~	VISA CHECK POS DEBIT	
			~~0.00~~	L340 DATE 02-02	
02-03-11	02-03-11	-	~~0.00~~	~~011033004043783~~	
			~~0.00~~	VISA CHECK POS DEBIT	
			~~0.00~~	L340 DATE 02-01	
			~~0.00~~	~~011033004043783~~	
			~~0.00~~	1501CLOVER	
02-03-11	02-03-11	-	1,338.11	Mortgage Svc Ctr Mortgage	1,245.48
			~~0.00~~	011034004420336	
02-04-11	02-04-11	-	~~0.00~~	INTERLINK POS DEBIT	
			~~0.00~~	L341 TIME 02.23 PM DATE 02-03	
02-04-11	02-04-11	-	~~0.00~~	VISA CHECK POS DEBIT	
			~~0.00~~	L340 DATE 02-02	
02-04-11	02-04-11	-	~~0.00~~	~~011034004420336~~	
			~~0.00~~	VISA CHECK POS DEBIT	
			~~0.00~~	L340 DATE 02-02	
02-04-11	02-04-11	-	~~0.00~~	SEDC PAYMENT 878-9062570	
			~~0.00~~	~~011034004420336~~	
02-04-11	02-04-11	-	~~0.00~~	CHASE EPAY	
			~~0.00~~	011034004730978	
02-04-11	02-04-11	-	~~0.00~~	INTERLINK POS DEBIT	
			~~0.00~~	L343 TIME 06.17 PM DATE 02-05	
02-07-11	02-07-11	-	~~0.00~~	~~011034004730978~~	
			~~0.00~~	INTERLINK POS DEBIT	
			~~0.00~~	L341 TIME 11.23 AM DATE 02-06	
02-07-11	02-07-11	-	~~0.00~~	~~011034004730978~~	
			~~0.00~~	INTERLINK POS DEBIT	
			~~0.00~~	L340 TIME 05.13 PM DATE 02-04	
02-07-11	02-07-11	-	~~0.00~~	~~011034004730978~~	
			~~0.00~~	INTERLINK POS DEBIT	
			~~0.00~~	L341 TIME 01.26 PM DATE 02-06	
02-07-11	02-07-11	-	~~0.00~~	~~011034004730978~~	
			~~0.00~~	INTERLINK POS DEBIT	
			~~0.00~~	L343 TIME 10.58 AM DATE 02-06	
02-07-11	02-07-11	-	~~0.00~~	~~011034004730978~~	
			~~0.00~~	VISA CHECK POS DEBIT	
			~~0.00~~	L340 DATE 02-05	
02-07-11	02-07-11	-	~~0.00~~	~~011034004730978~~	
			~~0.00~~	VISA CHECK POS DEBIT	
			~~0.00~~	L340 DATE 02-03	
02-07-11	02-07-11	-	~~0.00~~	~~011034004730978~~	
			~~0.00~~	INTERNATIONAL TRANSFER	
			~~0.00~~	L340 TIME 02.06 PM DATE 02-07	
02-07-11	02-07-11	-	~~0.00~~	~~011034004730978~~	
			~~0.00~~	RETURNED ITEM	
02-07-11	02-04-11	-	~~0.00~~	~~011034004730978~~	
02-09-11	02-09-11	-	~~0.00~~	VISA CHECK POS DEBIT	
			~~0.00~~	L340 DATE 02-07	
02-15-11	02-15-11	-	~~0.00~~	~~011034004730978~~	
02-15-11	02-15-11	-	~~0.00~~	ATM USAGE FEE	
			~~0.00~~	ATM CASH WITHDRAWAL	
			~~0.00~~	L343 TIME 01.55 PM DATE 02-14	
			~~0.00~~	247 HANDS MILL HWROCK HILL SC	

Nationstar v. Lowery
Appellate Case No.
2015-002253

Statement is continued on next page

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2011			2012			2013		
JANUARY	FEBRUARY	MARCH	JANUARY	FEBRUARY	MARCH	JANUARY	FEBRUARY	MARCH
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5	1 2 3 4 5	1 2 3 4 5	1 2 3 4 5 6	1 2 3 4	1 2 3	1 2 3 4 5	1 2	1 2
6 7 8 9 10 11	6 7 8 9 10 11	6 7 8 9 10 11	6 7 8 9 10 11	6 7 8 9 10 11	6 7 8 9 10 11	6 7 8 9 10 11	6 7 8 9 10 11	6 7 8 9 10 11
12 13 14 15 16 17	12 13 14 15 16 17	12 13 14 15 16 17	12 13 14 15 16 17	12 13 14 15 16 17	12 13 14 15 16 17	12 13 14 15 16 17	12 13 14 15 16 17	12 13 14 15 16 17
18 19 20 21 22 23	18 19 20 21 22 23	18 19 20 21 22 23	18 19 20 21 22 23	18 19 20 21 22 23	18 19 20 21 22 23	18 19 20 21 22 23	18 19 20 21 22 23	18 19 20 21 22 23
24 25 26 27 28 29	24 25 26 27 28 29	24 25 26 27 28 29	24 25 26 27 28 29	24 25 26 27 28 29	24 25 26 27 28 29	24 25 26 27 28 29	24 25 26 27 28 29	24 25 26 27 28 29
30 31	30 31	30 31	30 31	30 31	30 31	30 31	30 31	30 31
APRIL	MAY	JUNE	APRIL	MAY	JUNE	APRIL	MAY	JUNE
1 2 3 4 5 6 7	1 2 3 4 5 6 7	1 2 3 4	1 2 3 4 5 6 7	1 2 3 4 5	1 2 3 4	1 2 3 4 5 6	1 2 3 4	1 2 3 4
8 9 10 11 12 13	8 9 10 11 12 13	5 6 7 8 9 10 11	8 9 10 11 12 13	8 9 10 11 12 13	5 6 7 8 9 10 11	8 9 10 11 12 13	8 9 10 11 12 13	5 6 7 8 9 10 11
14 15 16 17 18 19	14 15 16 17 18 19	12 13 14 15 16 17	14 15 16 17 18 19	14 15 16 17 18 19	12 13 14 15 16 17	14 15 16 17 18 19	14 15 16 17 18 19	12 13 14 15 16 17
20 21 22 23 24 25	20 21 22 23 24 25	18 19 20 21 22 23	20 21 22 23 24 25	20 21 22 23 24 25	18 19 20 21 22 23	20 21 22 23 24 25	20 21 22 23 24 25	18 19 20 21 22 23
26 27 28 29 30 31	26 27 28 29 30 31	24 25 26 27 28 29	26 27 28 29 30 31	26 27 28 29 30 31	24 25 26 27 28 29	26 27 28 29 30 31	26 27 28 29 30 31	24 25 26 27 28 29

1310

Track Your Expenses

☐ Auto/Travel ☐ Education ☐ Medical/Dental
☐ Business ☐ Entertainment ☐ Savings
☐ Charities ☐ Food ☐ Taxes
☐ Clothing ☐ Home ☐ Utilities
☐ Dependent Care ☐ Insurance ☐ Other

Coldwell Banker Mortgage
Eight Breenlight 141/100

☐ TAX DEDUCTIBLE ITEM

BAL	
FOR'D	
ITEM	
AMOUNT	801.41
BALANCE	
DEPOSIT	
FOR'D	

Memo 7116937869

For enhanced security your account number will not be printed on this copy

NOT NEGOTIABLE

NORMAN D LOWERY
Account Number [REDACTED] 019

Statement Date: 02-21-13
Page 5

Posted Date	Effective Date	+ / -	Amount	Transaction Description	Ending Balance
02-08-13	02-08-13	-	6.00	POINT OF SALE DEBIT [REDACTED] 02-08	1,792.41
02-11-13	02-11-13	-	16	SUBWAY 0029YORK [REDACTED] DEBIT	
02-11-13	02-11-13	-	27	08:26 AM DATE 02-09 BORDERLINE MINI CLOVER SC	
02-11-13	02-11-13	-	1	POINT OF SALE DEBIT [REDACTED] 11:46 AM DATE 02-08	
02-11-13	02-11-13	-	67	WAL-MART SUPER YORK SC POINT OF SALE DEBIT [REDACTED] 02:22 AM DATE 02-08	
02-11-13	02-11-13	-	33	MURPHY EXPRESS ROCK HILL SC POINT OF SALE DEBIT [REDACTED] 11:29 AM DATE 02-08	
02-11-13	02-11-13	-	01	WAL-MART SUPER YORK SC POINT OF SALE DEBIT	
02-11-13	02-11-13	-	87	1341 TIME 01:12 PM DATE 02-10 [REDACTED] YORK SC	
02-11-13	02-11-13	-	01	POINT OF SALE DEBIT 1340 TIME 09:12 AM DATE 02-11	
02-11-13	02-11-13	-	87	[REDACTED] CLOVER SC POINT OF SALE DEBIT	
02-11-13	02-11-13	-	4	1341 TIME 04:24 PM DATE 02-09 [REDACTED] ROCK HILL SC	
02-11-13	02-11-13	-	5	POINT OF SALE DEBIT [REDACTED] 02-08	
02-11-13	02-11-13	-	5	AMZN.COM AMZN.COM/BIL POINT OF SALE DEBIT	
02-11-13	02-11-13	-	31	1340 DATE 02-08 OTL SCORESENSE.COM 800-679-6327	
02-11-13	02-11-13	-	817.41	STATE FARM RO 27 PYMT 013042004973388 CK#1311	48.28
02-12-13	02-12-13	-	67	MORTGAGE SVC CTR CHECKPYMT 013042005006055 CK#1310	
02-12-13	02-12-13	-	99	POINT OF SALE DEBIT [REDACTED] 02-11	
02-12-13	02-12-13	-	5	Amazon Video On De 866-216-1072 POINT OF SALE DEBIT	
02-12-13	02-12-13	-	5	AT&T DATA 800-331-0500 POINT OF SALE DEBIT	
02-13-13	02-13-13	-	48	1340 DATE 02-11 [REDACTED] CRYSTAL 401-4636400	
02-13-13	02-13-13	-	40	POINT OF SALE DEBIT [REDACTED] TIME 02:43 PM DATE 02-12	
02-14-13	02-14-13	-	7	WAL-MART #1666 CHARLOTTE NC POINT OF SALE DEBIT	
02-14-13	02-14-13	-	69	Amazon Video On De 866-216-1072 POINT OF SALE DEBIT	
02-15-13	02-15-13	-	69	WAL-MART SUPER GASTONIA NC POINT OF SALE DEBIT	
		-		1340 TIME 09:11 AM DATE 02-14 BORDERLINE MINI CLOVER SC	
		-		POINT OF SALE DEBIT [REDACTED] TIME 03:31 PM DATE 02-14	
		-		DM OF YORK INC YORK SC	

(Ref by PPH (Bank))
2013/199158
817.41

Statement is continued on next page

Exhibit 19

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pg 3
pg 2



2001 Bishops Gate Boulevard
Mt. Laurel NJ 08054

Tel 888-418-0364
Fax 856-917-8300

February 11, 2013

Loan Number: 7116927869
Property Address:
727 Sweet Meadow Ln
Clover SC 29710

Norman D Lowery
727 Sweet Meadow Ln Ln
Clover SC 29710

Dear Customer(s):

We have recently received your payment of \$ 817.41. The total amount due is \$ 909.13, therefore an additional \$ 91.72 is required to complete your payment.

To complete your payment, please contact us at the above referenced number. We can accept your payment over the phone which will be credited to your account the same day or you can mail it to:

Mortgage Service Center
Mail Stop SV-19
PO Box 5457
Mt. Laurel, NJ 08054

Please ensure the additional payment of \$ 91.72 is received on or before the last business day of the month to avoid this situation being reported to the credit bureaus.

If you have any additional questions please contact us at the phone number referenced above.

Sincerely,

Cash Management Department
Mortgage Service Center

CS702 214

*Alch 13
pg 2*

**COLDWELL
BANKER**

MORTGAGE

2001 Bishops Gate Boulevard
Mt. Laurel NJ 08054

Tel 888-418-0364
Fax 856-917-8300

March 28, 2013

Norman D Lowery
727 Sweet Meadow Ln Ln
Clover, SC 29710

Loan Number: 7116927869
Property Address:
727 Sweet Meadow Ln
Clover SC 29710

Dear Customer(s):

This is to inform you that the enclosed check number 2013199158 in the amount of \$817.41 is a refund of monies that were posted to a suspense account during your delinquency.

The money is being returned because your loan is still in default and may be referred to our Foreclosure Department for further review.

Please contact us at 800-750-2518 if you have experienced a hardship that prevents you from paying your account current. You may qualify for a homeowner assistance program to help you bring the account current and avoid foreclosure. Please call today to submit your request for homeowner assistance.

Sincerely,

Mortgage Service Center

XC011

Nationstar v. Lowery
Appellate Case No.
2015-002253

Log in to MortgageQuestions.com — your servicing website connection.

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13
2/24/14 #13
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MORTGAGE SERVICE CENTER
P.O. Box 5452 • Mt. Laurel, NJ 08054-5452

MORTGAGE SERVICE CENTER
WELLS FARGO BANK
REMITTANCE SLIP
7116027820

CHECK NO.
2013911073

MO/DA/YR
08/20/2013

SR 2013199158 032713

Eight Hundred Seventeen and 41/100 Dollars

AMOUNT
*****\$817.41

VOID IF NOT CASHED WITHIN 180 DAYS

PAY TO
THE ORDER
OF

NORMAN LOWERY
727 SWEET MEADOW LANE
CLOVER SC 29710

[Signature]

AUTHORIZED SIGNATURE

⑈ 2013911073 ⑆ 121000248⑆

⑆ 121902951 ⑆

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 19 Pg 10 Of 13 *M*

Nationstar v. Lowery
Appellate Case No.
2015-002253

DATE 06/14/2013

THE MORTGAGE SERVICE CENTER
4001 LEADENHALL ROAD
MT LAUREL, NJ 08054

CUSTOMER ACCOUNT ACTIVITY STATEMENT

MORT NAME NORMAN LOWERY
STREET 727 SWEET MEADOW LN LN
CITY STATE ZIP CLOVER, SC, 29710

LOAN NUMBER: [REDACTED]

ACTIVITY FOR PERIOD 01/01/2013 - 06/14/2013

Loan Number	Transaction Date	Transaction Code	Due Date	Fees Assessed	Fees Paid	Suspense Amount	Principal Amount	Interest Amount	Escrow Amount	Advance Amount	Total Amount	Principal Balance	Escrow Balance	Advance Balance	Suspense Balance
7116927869	01/01/2013											91831.74	318.16	0.00	0.00
7116927869	01/16/2013	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	91831.74	318.16	0.00	0.00
7116927869	02/08/2013	172	01/01/2013	0.00	0.00	817.41	0.00	0.00	0.00	0.00	817.41	91831.74	318.16	0.00	817.41
7116927869	02/27/2013	132		11.25	0.00	0.00	0.00	0.00	0.00	0.00	11.25	91831.74	318.16	0.00	817.41
7116927869	03/25/2013	132		11.25	0.00	0.00	0.00	0.00	0.00	0.00	11.25	91831.74	318.16	0.00	0.00
7116927869	03/27/2013	147	01/01/2013	0.00	0.00	817.41	0.00	0.00	0.00	0.00	817.41	91831.74	318.16	0.00	0.00
7116927869	04/26/2013	132		11.25	0.00	0.00	0.00	0.00	0.00	0.00	11.25	91831.74	318.16	0.00	0.00
7116927869	05/29/2013	830		0.00	0.00	0.00	0.00	0.00	0.00	595.00	595.00	91831.74	318.16	595.00	0.00
7116927869	05/29/2013	832		0.00	0.00	0.00	0.00	0.00	0.00	150.00	150.00	91831.74	318.16	745.00	0.00
7116927869	06/28/2013	832		0.00	0.00	0.00	0.00	0.00	0.00	6.00	6.00	91831.74	318.16	751.00	0.00
7116927869	05/29/2013	832		0.00	0.00	0.00	0.00	0.00	0.00	28.00	28.00	91831.74	318.16	777.00	0.00
7116927869	05/29/2013	832		0.00	0.00	0.00	0.00	0.00	0.00	425.00	425.00	91831.74	318.16	1202.00	0.00
7116927869	06/03/2013	132		11.25	0.00	0.00	0.00	0.00	0.00	0.00	11.25	91831.74	318.16	1202.00	0.00
7116927869	06/14/2013											91831.74	318.16	1202.00	0.00

Exhibit 19 Pg 11 of 13

PAID
pg 11

PHH Mortgage



2001 Bishops Gate Boulevard
Mt. Laurel NJ 08054

Tel 800-449-8767
Fax 856-917-8300

February 18, 2013

Loan Number: [REDACTED]
Property Address:
727 SWEET MEADOW LANE LANE
CLOVER SC 29710

Norman D Lowery
727 Sweet Meadow Ln Ln
Clover SC 29710

NOTICE OF INTENTION TO FORECLOSE

Dear Customer(s):

The mortgage on your property is past due for the January 01, 2013 payment. The TOTAL AMOUNT to bring your account up to date is \$ 1747.81. To AVOID FORECLOSURE, we require a payment in "CERTIFIED FUNDS" for the total amount due.

In addition, please be advised as of the date of this letter, \$ 21.27 in late charges have also accrued.

In the event you do not cure the default in full within THIRTY (30) days from the date of this letter (as provided by the terms of the mortgage), payment of the current principal balance will be accelerated and foreclosure proceedings will be initiated.

You are further informed you have the right to reinstate this loan after acceleration pursuant to, and subject to, the provisions and limitations of said Mortgage, and that you have a right to bring a court action to assert the nonexistence of a default or any other defense you may have to the nonexistence of a default or any other defense you may have to foreclosure and sale.

Again, all remittances must be in the form of "CERTIFIED FUNDS ONLY". Anything less than the TOTAL DUE and/or not in "CERTIFIED FUNDS", will be refused.

Please contact us immediately at 1-800-330-0423. This is an attempt to collect a debt, any information obtained will be used for that purpose.

Sincerely,

Loan Counseling Center

(XC007)

Nationstar v. Lowery

Appellate Case No. *Log in to MortgageQuestions.com* — your servicing website connection.

2015-002253

Exhibit 19 Pg 12 of 8 ¹⁵ ₃

*Atch 15
p 27*

2001 Bishops Gate Boulevard
Mt. Laurel NJ 08054

Tel 800-449-8767
Fax 856-917-8300

February 18, 2013

Loan Number: [REDACTED]
Property Address:
727 SWEET MEADOW LANE LANE
CLOVER SC 29710

Norman D Lowery
727 Sweet Meadow Ln Ln
Clover SC 29710

NOTICE OF INTENTION TO FORECLOSE

Dear Customer(s):

The mortgage on your property is in default for the January 01, 2013 payment and is now 2 months past due. Also, on the FIRST of next month another payment will be due. At this writing, the TOTAL AMOUNT required to cure your default is \$ 1747.81. To AVOID FORECLOSURE, we are demanding that you make a payment in "CERTIFIED FUNDS" for the total amount due.

In addition, please be advised as of the date of this letter, \$ 21.27 in late charges have also accrued.

In the event you do not cure the default in full within THIRTY (30) days from the date of this letter (as provided by the terms of the mortgage), payment of the current principal balance will be accelerated and foreclosure proceedings will be initiated.

You are further informed you have the right to reinstate this loan after acceleration pursuant to, and subject to, the provisions and limitations of said Mortgage, and that you have a right to bring a court action to assert the nonexistence of a default or any other defense you may have to the nonexistence of a default or any other defense you may have to foreclosure and sale.

Again, all remittances must be in the form of "CERTIFIED FUNDS"; no PERSONAL CHECKS will be accepted. Anything less than the TOTAL DUE and/or not in "CERTIFIED FUNDS", will be refused.

If you disagree with the assertion that a default has occurred, or the calculation of the amount required to cure the default, you may contact us at 1-800-330-0423. This is an attempt to collect a debt, any information obtained will be used for that purpose.

Sincerely,

Loan Counseling Center

(XC117)

EXHIBIT:

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Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 20 of 2 ^{XX}
Pg. 012

STATE OF SOUTH CAROLINA

COUNTY OF YORK

Nationstar Mortgage LLC,

Plaintiff,

v.

Norman D. Lowery;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 14-CP-46-2394

AFFIDAVIT OF VERIFIED STATEMENT OF
ACCOUNT
Deficiency Judgment Waived

(013225-03514)

BEFORE ME an officer authorized to take oaths this day personally appeared Darla Duncan of
Nationstar Mortgage, LLC (Nationstar), who, being first duly sworn, deposes and says:
document execution

1. I am authorized to sign this affidavit as a(n) specialist of Nationstar
Mortgage LLC (Nationstar).

2. Nationstar services and maintains records for the loan that is secured by the mortgage being
foreclosed in this action in its capacity as PHH Mortgage Corporation's servicer. As part of my job responsibilities
for Nationstar, I am familiar with the type of records maintained by Nationstar in connection with the loan.

3. I have personal knowledge of the facts in this affidavit based upon a review of Nationstar's
business records, and the information in this affidavit is taken from Nationstar's business records. I have personal
knowledge of Nationstar's procedures for creating the records maintained by Nationstar in connection with the loan.
They are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge
of the information in the business record, or from information transmitted by persons with personal knowledge; (b)
made and kept in the usual and ordinary course of Nationstar's regularly conducted business activities; and (c)
created by Nationstar as regular practice.

4. Before the servicing of this loan transferred to Nationstar, PHH Mortgage Corporation (Prior
Servicer) was the servicer for the loan and it maintained the loan servicing records. When Nationstar began
servicing this loan, Prior Servicer's records for the loan were integrated and boarded into Nationstar's systems, such
that Prior Servicer's records, including the collateral file, payment histories, communication logs, default letters,
information, and documents concerning the Loan are now integrated into Nationstar's business records. Nationstar
maintains quality control and verification procedures as part of the boarding process to ensure the accuracy of the
boarded records. It is the regular business practice of Nationstar to integrate prior servicers' records into Nationstar's
business records and to rely upon those boarded records in providing its loan servicing functions. These Prior
Servicer records have been integrated and are relied upon by Nationstar as part of Nationstar's business records.

5. I have reviewed the portions of Nationstar's business records that reflect the amounts due on the
loan. They show Norman D. Lowery defaulted, and the business records show amounts due on the loan through
July 6, 2015 are due and unpaid. The amounts total \$114,026.76 and consist of the following:

MSC
exhibit 20 pg 1 of 2



Principal Balance \$91,831.74
Interest Total \$12,818.85

from December 1, 2012 to July 6, 2015 at 5.375%

Per Diem at \$13.52

Pre-acceleration Late Charges	\$0.00
Property Tax Advances	\$2,083.33
Hazard Insurance Advances	\$2,803.84
MIP/PMI	\$0.00
Total Property Inspection Fees	\$60.00
Property Preservation Expenses	\$78.00
Prior Foreclosure Fees	\$4,351.00
Escrow Balance Credit	\$0.00
Credits	\$0.00
Other	\$0.00
Payment Advance - Principal/Interest/Escrow	\$0.00
Total	\$114,026.76

FURTHER AFFIANT SAYETH NOT.

Darla Duncan 8/18/15
Printed Name: Darla Duncan
document execution specialist
Title 8/18/15
Date

State of Texas

County of Denton

Darla Duncan Sworn to and subscribed before me on the 18 day of August, 2015 by

(NOTARY SEAL)

Charles G. Cook III
Signature of Notary Public

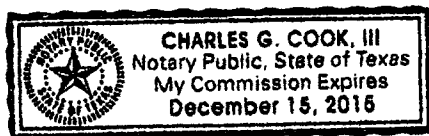


EXHIBIT:

21

From: Annette.fournier-rivas@va.gov
Subject: RE: [EXTERNAL] Foreclosure sale VA LIN 191960392986 (URGENT)
Date: August 25, 2015 6:31 AM
To: lowerynd@yahoo.com

Good morning:

Unfortunately, I don't have that document. You will have to contact Nationstar. They report to VA through a computer program.

R,

Annette E. Fournier Rivas

Annette E. Fournier-Rivas
Assistant Loan Technician
Department of Veterans Affairs, Loan Guaranty
VARO, ST. Petersburg, FL
Tel: 727-319-7829

From: Norman Lowery [mailto:lowerynd@yahoo.com]
Sent: Monday, August 24, 2015 2:29 PM
To: Fournier-Rivas, Annette, VBASPT
Subject: [EXTERNAL] Foreclosure sale VA LIN 191960392986 (URGENT)

Sorry this is a short notice, but I need a copy of the scheduled sale paper sent to me before the court foreclosure scheduled for tomorrow. The info is very very important.

Thank you

Norman Lowery

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 21 Pg 1 ^{NSL} Of 2



DEPARTMENT OF VETERANS AFFAIRS
Regional Office
P.O. Box 1437
St. Petersburg, FL 33731-1437

August 17, 2015

NORMAN LOWERY
727 SWEET MEADOW LANE
CLOVER, SC 29710

317/263
VA LIN 191960392986

Dear Borrower:

My name is Annette and I am the VA representative assigned to your loan.

Your mortgage company has notified our office there is a foreclosure sale scheduled.

It is urgent that you contact me so we can discuss your options to keep the home or avoid foreclosure. I have been unable to reach you by telephone. I am requesting that you please call me at 1-888-611-5916 ext. 7829, to discuss your account.

Thank you.

Sincerely,

Annette Fournier-Rivas

Annette Fournier-Rivas
Loan Specialist
Annette.fournier-rivas@va.gov

8-25-15

*Norman Lowery
asked that this
information be
placed in his
file.*

*8-25-15 King cancelled
but he appeared -
was not notified of
cancellation*

EXHIBIT:

22

STATE OF SOUTH CAROLINA

COUNTY OF YORK

IN THE COURT OF COMMON PLEAS
MOTION INFORMATION FORM
AND COVER SHEET
CASE NO. 14-CP-46-2394

PHH Mortgage Corporation ☒ Plaintiff

v.

Norman D. Lowery; ☐ Defendant

Check box above indicating submitting party

name, S.C. Bar no. and address of plaintiff's attorney

Robert P. Davis (SC Bar #74030); Andrew W. Montgomery (SC Bar #79893); H.
Guyton Murrell (SC Bar # 064134); John J. Hearn (SC Bar # 6635); Kevin T. Brown (SC
Bar # 064236); Nikole Haltiwanger (SC Bar # 70491); Jason D. Wyman (SC Bar #
100271)

220 Executive Center Drive, Suite 109, Columbia, SC 29210

telephone: 803-744-4444

fax: 803-343-7013

name, S.C. Bar no. and address of Defendant's attorney

telephone:

fax:

email:

other:

☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)

☒ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)

☐ PROPOSED ORDER/CONSENT ORDER (Complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: _____

Estimated Time Needed: _____

Court Reporter Needed: YES/NO

SECTION II: Motion Type

☐ Written motion attached

☒ Form Motion —

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for Plaintiff/Defendant

September 15, 2015

Date submitted

SECTION III: Motion Fee

☒ PAID — AMOUNT: \$ 25.00

☐ EXEMPT:

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent status

☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act

☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication

☐ Motion for Execution (Rule 69, SCRCP)

☐ Proposed order submitted at request of the court; or,

reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other

CODE: _____ Date: _____

JUDGE

CLERK'S VERIFICATION

Date Filed: _____

Collected by: MS

(print name)

☒ MOTION FEE COLLECTED: \$ 25.00

☐ CONTESTED — AMOUNT DUE: _____

SCCA/233 (12/2009) 013225-03514

Nationstar v. Lowery

Appellate Case No.

2015-002253

Exhibit 22 Pg 1 Of 2

STATE OF SOUTH CAROLINA
COUNTY OF YORK

PHH Mortgage Corporation,
Plaintiff,

v.

Norman D. Lowery;
Defendant(s).

IN THE COURT OF COMMON PLEAS
DOCKET NO. 14-CP-46-2394

ORDER SUBSTITUTING PLAINTIFF
Deficiency Judgment Waived

2015 SEP 28 AM 9:30
J. S. Kimball
CLERK, S.C.

(013225-03514)

WHEREAS, PHH Mortgage Corporation, brought the above styled action to foreclose a mortgage lien on property more fully described in the Complaint;

AND WHEREAS, it appearing to the court that Nationstar Mortgage LLC has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest by the assignment dated May 12, 2015 and recorded on June 4, 2015 in Book 14909 at Page 307,

THEREFORE, IT IS ORDERED, pursuant to Rule 17(a) of the South Carolina Rules of Civil Procedure and for good cause indicated that:

(1) Nationstar Mortgage LLC shall be and is hereby substituted as Plaintiff and as the real party in interest and that PHH Mortgage Corporation, shall be dismissed without prejudice; and

(2) This order amends such caption of the Lis Pendens, Summons and Complaint ab initio so that no re-service of the Summons and Complaint upon the other parties shall be necessary

AND IT IS ORDERED:



S. Jackson Kimball, III
Master in Equity for York County

York, South Carolina
9/23, 2015.

EXHIBIT:

23

STATE OF SOUTH CAROLINA
COUNTY OF YORK
COMMON PLEAS COURT

CASE NO. 2014 -CP-46- 2394

PHH Mortgage Corporation VS Norman D. Lowery

Plaintiff(s) Defendant(s)

I find that this case should be referred to a master-in-equity or special referee because:

- ___ All of the parties not in default consent to the reference.
___ None of the parties have made a timely demand for a jury trial.
___ This is an equitable matter.
X SEE ATTACHED ORDER

FILED-RECEIVED
2015 JUN -2 AM 10:38
DAVID HAMILTON
C.C. CP & GS SC
YORK COUNTY, SC

Accordingly, this matter is referred to the master-in-equity or _____
_____ as a special referee to:

- ___ Hold a hearing(s) and file a report. Any review of this report shall be in the manner prescribed by Rule 53(e)(2), SCRCF.
X Hold a hearing(s) and enter final judgment in this matter. Any appeal from an order of judgment of the master-in-equity or special referee shall be directly to the Supreme Court. See S.C. Code Ann. S 14-11-85 (Supp. 1994).

IT IS SO ORDERED.

David Hamilton
CLERK OF COURT

Laura R. Baer

Norman P. Lowery (Plaintiff)

National Bank of Commerce
Appellate Case No. 2015-002253

The Supreme Court of South Carolina

ORDER

DAVID HAMILTON
C.C.P. & GS.
YORK COUNTY, SC

2015 JAN -8 PM 4:05

FILED-RECEIVED

Pursuant to the provisions of S.C. CONST. Art. V, §4,

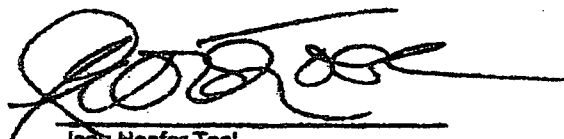
IT IS ORDERED that the Honorable S. Jackson Kimball, III, Master-in-Equity for York County, is hereby assigned as a Circuit Judge for York County to assist with the docket and perform the following:

1. In civil jury matters from the date of filing, unless otherwise directed by the Chief Judge for Administrative Purposes for the Circuit, to hear and dispose of any or all motions and pretrial proceedings, including damages hearings, and to perform all administrative duties necessary to prepare these cases for trial or other disposition, including sounding the trial roster and docket, but excepting those matters and/or proceedings reserved to the Chief Judge for Administrative Purposes for the Circuit; and
2. In civil nonjury matters from the date of filing, unless otherwise directed by the Chief Judge for Administrative Purposes for the Circuit, to hear and dispose of any or all motions and pretrial proceedings, and to perform all administrative duties necessary to prepare these cases for trial or other disposition, including sounding the trial roster and docket, and to try these matters to conclusion, but excepting those matters and/or proceedings reserved to the Chief Judge for Administrative Purposes for the Circuit; and
3. Hear appeals from Magistrate, Municipal and Probate Courts, as well as cases involving judicial review and/or appeal of decisions of administrative agencies or commissions; and
4. Accept Grand Jury returns when needed; and
5. Hear and approve or disapprove settlements of minor's interest and all other people with an incapacity, and wrongful death and survivor actions settlements; and
6. Perform such other duties as to effectuate the intent of this Order.

The purpose of this assignment is to allow Judge Kimball to assist with the docket and perform these additional duties in accordance with his schedule and taking into consideration his judicial duties as Master-in-Equity. Regular Circuit Judges shall also continue to hear these matters.

IT IS FURTHER ORDERED that, except for mortgage foreclosure cases, the clerk of the circuit court, at the expiration of 120 days from the date of filing, shall refer all non-jury cases to Judge Kimball, as Master-in-Equity. At the time of the reference, the equity court clerk shall bill the plaintiff's attorney the cost of the reference according to the schedule of costs in effect, and this bill must be paid prior to the matter being set for hearing. Judge Kimball may, in his discretion, remand any case referred to him back to the circuit court for disposition by a Circuit Judge.

This order is effective January 1, 2015 and shall remain in effect until January 1, 2016.



Leah Hofer Toal
Chief Justice

December 16, 2014
Columbia, South Carolina

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 23 Pg 2 of 3

STATE OF SOUTH CAROLINA
EQUITY COURT

1 North Congress Street
Post Office Box 627
York, South Carolina
29745



S. Jackson Kimball, Judge

Telephone 803-628-3930
Telecopier 803-628-3934

E-mail: jack.kimball@
yorkcountygov.com

FROM: S. Jackson Kimball, Master in Equity / Special Circuit Court Judge

I have been assigned the non-jury case listed on the enclosed referral order from the Clerk of Court. The order shows you as an attorney of record in the case.

If the case is to go forward, the attorney for the Plaintiff must send the required fee to this office made payable to the Master-in-Equity. In addition to payment of the statutory reference fee, the attorney for the Plaintiff must call this office to schedule a hearing date. If the fee is not received and the hearing is not scheduled, or scheduling issues resolved with the Court, within 30 days from the filing date of the referral order, the case will be dismissed for failure to prosecute. The case will not be restored to the roster of cases except upon motion to restore and a showing of good cause.

Rule 5(d), SCRCP, requires filing of proof of service of the Summons and Complaint within 10 days after service. If service has not been accomplished to date, the case should not be kept on the Court's roster, as there is no active case. Thus, if proof of service has not already been filed, the Court must receive proof(s) of service of the Summons and Complaint within 30 days of the date of this letter, or the case will be dismissed for failure to prosecute. The case will then have to be recommenced by refile and service of the Summons and Complaint.

The schedule of fees is as follows: \$125.00 for a foreclosure action, partition action or quiet title action; \$50.00 for all other cases, except supplementary proceedings, which are \$25.00. All motions require a fee of \$25.

Thank you for your cooperation. If you have any questions, please do not hesitate to call our office.

Yours very truly,,

A handwritten signature in black ink, appearing to read "S. Jackson Kimball".

S. Jackson Kimball

Master In Equity / Special Circuit Court Judge
York County

SJK/mam

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 23 Pg 3 of 3 MK

EXHIBIT:

24

STATE OF SOUTH CAROLINA

COUNTY OF YORK

PHH Mortgage Corporation,

Plaintiff,

v.

Norman D. Lowery;

Defendant(s).

(013225-03514)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 14-CP-46-2394

ORDER OF REFERENCE

Deficiency Judgment Waived

Pursuant to Rules 53(b) of the South Carolina Rules of Civil Procedure, the above-entitled case is an action for foreclosure and may be referred to a Master in Equity or Special Referee in the above-entitled county by order of a circuit court judge or the clerk of court.

IT IS HEREBY ORDERED, that this action is referred to the Honorable S. Jackson Kimball, III, as Master in Equity to take testimony and to direct entry of final judgment in this action under Rule 53(b), SCRCP, and all matters arising from or reasonably related to such action. The Master in Equity shall retain jurisdiction to perform all necessary acts incident to this foreclosure action including issuance of a writ of assistance or issuance of any rule to show cause including but not limited to any rule to show cause why a party should not be bound by the judgment of foreclosure. Further, the Master in Equity shall retain jurisdiction to hear any action contesting the validity of the foreclosure action or sale or any motions pursuant to the South Carolina Rules of Civil Procedure including but not limited to Rule 60(b). Judicial sales will be conducted pursuant to S.C. Code Section 15-39-680 or on any other convenient sale's date as may be determined by the Master in Equity/Special Referee.

The hearing shall be held in the Office of the Honorable S. Jackson Kimball, III, as Master in Equity for York County, located at:

Master's Office
1 North Congress Street
York, SC 29745

David Hamilton

Circuit Court Judge for York County of
Clerk of Court for York County

York, South Carolina

June 22, 2015

Nationstar v. Lowery
Appellate Case No.
2015-002253

FILED-RECEIVED
2015 JUN 23 AM 11:40
DAVID HAMILTON
C.C.P. & GS
YORK COUNTY, SC

Exhibit *24* Pg *1* of *2*

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF YORK

CASE NO. 14-CP-46-2394

**MOTION AND ORDER
INFORMATION FORM
AND COVER SHEET**

PHH Mortgage Corporation ☒ Plaintiff

v. .

Norman D. Lowery; ☐ Defendant

Check box above indicating submitting party

name, S.C. Bar no. and address of plaintiff's attorney

Robert P. Davis (SC Bar #74030), Andrew W. Montgomery (SC Bar #79893), H. Guyton Murrell (SC Bar# 064134); John J. Hearn (SC Bar # 6635); Kevin T. Brown (SC Bar # 064236); Ashley M. Wheeling-Goodson (SC Bar # 101423); Nikole Haltiwanger (SC Bar # 70491); Jason D. Wyman (SC Bar# 100271) 220 Executive Center Drive, Columbia, SC 29210
telephone: 803-744-4444 fax: 803-343-7013

name, S.C. Bar no. and address
of Defendant's attorney

telephone:
email: other:

- ☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
☒ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
☒ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: _____

Estimated Time Needed: _____

Court Reporter Needed: YES/NO

SECTION II: Motion Fee

- ☒ PAID —AMOUNT: \$25.00 _____
☐ EXEMPT: ☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
☐ Other: Referred to Master by Motion and Order of Court

SECTION III: Motion Type

- ☐ Written motion attached
☒ Form Motion —

I hereby move for relief or action by the court as set forth in the attached proposed order.

Nikole D. Haltiwanger
Signature of Attorney for Plaintiff/Defendant

June 9, 2015
Date submitted

JUDGE'S SECTION

- ☐ Motion Fee to be paid upon filing of the attached order.
☐ Other

JUDGE
CODE: _____

Date: _____

CLERK'S VERIFICATION

Collected by: *B. Henke*
(print name)

DATE FILED

6/23/15

☒ MOTION FEE COLLECTED: \$25

☐ CONTESTED—AMOUNT DUE: _____

SCCA/233 (1/2003)

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 24 Pg 1 Of 2

EXHIBIT:

25

Subject: Re: PHH v. Lowery;
From: Norman (lowerynd@yahoo.com)
To: Kathryn.Howell@rtt-law.com;
Date: Wednesday, October 1, 2014 11:22 PM

MS. Howell, on 23 May 2013 (concerning Dismissed Court Docket #15-1503 due to no action)) and again on 21 August 2014 (concerning Court Docket #2014CP4602394 & #2014LP46005676) I requested a image copy of PHH Corp. check number 20133199158, I have yet to receive it. Your client is a multi-million dollar financial corporation, by not providing me an image of this check is your client saying it doesn't have an electronic image of this check in its foreclosure file, especially when PHH intended to initiate foreclosure action in the court system? As for the four (4) personal checks written by my wife and sent to PPH: Feb 2013 check #1310 for \$817.41 was accepted & processed (#1310 for 817.41) by PHH, check #1312 for \$777.15 (5 Mar 2013)/ check #1316 for \$777.15 (1 April 2013) and check #1317 for \$777.15 (3 May 2013). I sent your office the information regarding these checks back in May of 2013, as part of the dismissed court docket #15-1503. What did your office do with this personal information? Your request for front/back images of my personal checks doesn't pass the common sense test: Its not a common every-day household practice to make a scanned image of personal checks for a common every-day payments, hence front/back image copies are not available. If this was an important issue why is it your office didn't request images back in 2013?

Regards

Norman Lowery

Sent from my iPad

On Oct 1, 2014, at 10:44 AM, Kathryn Howell <Kathryn.Howell@rtt-law.com> wrote:

Good Morning,

Please see attached correspondence. Thank you.

<image003.jpg>

Kathryn Howell
SC/Contested
Foreclosure
Paralegal/Team Lead
Rogers Townsend &
Thomas, PC
220 Executive Center Dr
Columbia, SC 29210
Direct 803.744.1316
Fax 803.343.7013
Main 803.771.7000
Visit rtt-law.com

~~Nationstar v. Lowery~~
Appellate Case No.
2015-002253

Exhibit 25 Pg 1 of 3 ^{ML}

NOTICES

PRIVILEGED AND CONFIDENTIAL: This electronic message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is attorney-client privileged, may be confidential work product, or may be exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is wrongful, is strictly prohibited, and may subject you to civil liability. If you have received this communication in error, please immediately notify us by telephone at 803-771-7900 (Columbia office) or 704-442-9500 (Charlotte office) or by return e-mail, and destroy any copies (electronic, paper, or otherwise) that you may have of this communication.

DEBT COLLECTOR: This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only as an attempt to enforce a lien.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with certain U.S. Treasury regulations, we inform you that, unless expressly stated otherwise, any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of avoiding tax-related penalties that may be imposed by the IRS or to promote, market or recommend to any party any tax-related matter addressed herein. In addition, if any such tax advice is used or referred to by other parties in promoting, marketing or recommending any partnership or other entity, investment plan or arrangement, then (i) the advice should be construed as written in connection with the promotion or marketing by others of the transaction(s) or matter(s) addresses in this communication and (ii) the taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

<Ltr to bwr for copies of checks.PDF>

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 25 ^{NAC} Pg 2 Of 3



ROGERS TOWNSEND
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200 (29202)
220 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803.744.4444 F 803.243.7013
WWW.RTT-LAW.COM

30 September, 2014

Norman D. Lowery
727 Sweet Meadow Ln
Clover, SC 29710
lowerynd@yahoo.com

Re: PHH Mortgage Corporation vs. Norman Lowery
Case No. 14-CP-46-2394; York County
Our File No. 011227-01447

Dear Sir:

This letter is in response to your inquiry regarding certain payments with respect to your mortgage loan, #7116927869. First, regarding check number 2013199158 in the amount of \$17.41, this check was stopped and reissued as check number 2013911073 on August 20, 2013 and was cashed on October 28, 2013. Regarding the checks written by your wife (sequence 1312-March 2013, 1316-April 2013 and 1317-May 2013), please provide front and back copies of these checks and we will forward them to our client for research. Thank you.

Regards,

Vance L. Brabham
H. Guyton Murrell
Attorneys for Plaintiff

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit

25 ^{ML}
Pg 3 of 3

EXHIBIT:

26

DATE: 17-02-14

FROM: NORMAN D. LOWERY

727 SWEET MEADOW LANE
CLOVER, SC 29710

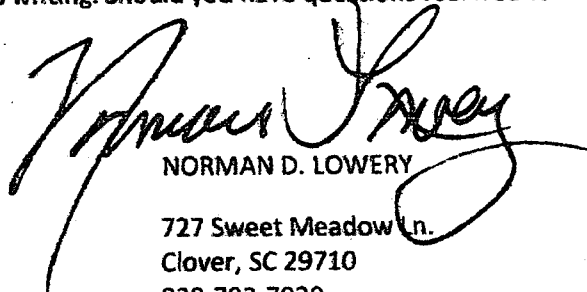
2015 FEB 18 PM 1:00

TO: THE COURT

SUBJECT: REQUEST COURT ACTION TO DISMISS FORECLOSURE ACTION,
2014CP4602394/2014LP4600567, PLAINTIFF, PHH MORTGAGE CORPORATION V. NORMAN D. LOWERY
WITH PREDJUDICE AND COURT ACTION TO INVESTIGATE PHH CORP/ROGERS TOWNSEND, MAKING FALSE
STATEMENTS AND REPRESENTATIONS TO THE COURT IN INITIATING UNWARRENTED/ILLEGAL
FORECLOSURE ACTION

I request this Court action due to Plaintiffs inaction to move forward (2nd time) in a legal and timely manner in order to resolve this case. Since 2013 I have submitted to the Court written documents directly showing foreclosure action against my mortgage was unwarranted simply due to PHH Mortgage's refusal to acknowledge errors made by their Corporation, making false statements and representations to the court and their inability to produce critical documents in their possession. I believe the facts presented reflect I made every reasonable effort to resolve this issue early on in 2013 and again in 2014 were rejected by PHH Mortgage; I received no response from Rogers Townsend responding to my 2014 offer to resolve this issue before the court.

In closing, I appreciate your time and review of this writing. Should you have questions feel free to contact me.



NORMAN D. LOWERY

727 Sweet Meadow Ln.
Clover, SC 29710
828-782-7020
lowerynd@yahoo.com

EXHIBIT 26 pg 1 of 1

EXHIBIT:

27

STATE OF SOUTH CAROLINA

COUNTY OF YORK

PHH Mortgage Corporation,

Plaintiff,

v.

Norman D. Lowery;

Defendant(s).

IN THE COURT OF COMMON PLEAS

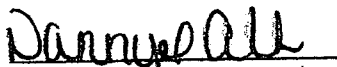
DOCKET NO. 14-CP-46-2394

CERTIFICATE OF MAILING
Deficiency Judgment Waived

(013225-03514)

Pursuant to the South Carolina Supreme Court Administrative Order 2011-05-02-01 the undersigned, says that he/she mailed a copy of the Attorney Certification in the above-referenced foreclosure action upon the parties listed below by placing a copy of the Attorney Certification in the United States Mail, postage paid, to be mailed to the parties set forth below at the following addresses this 10 day of March, 2015:

Norman D. Lowery
727 Sweet Meadow Ln
Clover, SC 29710


Lauran Hutchins
Oneshia Green
Jessica Bowen
Kim Falls
Dannyel Allen
Amanda Barfield

FILED-RECEIVED
2015 MAR 11 AM 11:40
DAVID HAMILTON
C.C.P. & S.S.
YORK COUNTY, SC

Nationstar v. Lowery

Appellate Case No.
2015-002253

P. O. Box 100200 (29202) • 220 Executive Center Drive • Columbia, South Carolina 29210
Tel: 803-744-4444 • Fax: 803-343-7017 • Web: www.rtt-law.com

Exhibit

27 Pg 1 of 3

STATE OF SOUTH CAROLINA

COUNTY OF YORK

PHH Mortgage Corporation,

Plaintiff,

v.

Norman D. Lowery;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 14-CP-46-2394

ATTORNEY CERTIFICATION
Deficiency Judgment Waived
(Mortgagor Denied)

(013225-03514)

Pursuant to Supreme Court Administrative Order 2011-05-02-01 ("the Order"), and upon information and belief, the undersigned attorney hereby certifies the following:

- 1) That the Mortgagor, as defined by the Order, has been served with notice of right to foreclosure intervention;
- 2) That Plaintiff or its designated agents have received and examined all records and documents (if any) submitted by the Mortgagor to evaluate the loan for foreclosure intervention;
- 3) That the Mortgagor has been given a full and fair opportunity to submit any additional information pertaining to the subject loan to Plaintiff or its agents for consideration;
- 4) That after a complete review of all available information, Plaintiff has determined, as of March 9, 2015 that the Mortgagor does not qualify for any foreclosure intervention options as contemplated by the Order;

FILED-RECEIVED
2015 MAR 11 AM 11:40
DAVID HAMILTON
C.C.P. & G.S.
YORK COUNTY, SC

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 27 Pg 2 of 3

- 5) That on March 10, 2015, a Notice of Foreclosure Intervention Denial was served on the Mortgagor(s) as required by the Order and Plaintiff has not entered into any other settlement agreements with the Mortgagor(s) as of the date stated in Plaintiff's Notice of Foreclosure Intervention Denial.

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Robert P. Davis (SC Bar #74030)

H. Guyton Murrell (SC Bar # 064134)

Kevin T. Brown (SC Bar # 064236)

Jason D. Wyman (SC Bar # 100271)

Ashley M. Wheeling-Goodson (SC Bar # 101423)

Andrew W. Montgomery (SC Bar #79893)

John J. Hearn (SC Bar # 6635)

Nikole Haltiwanger (SC Bar # 70491)

220 Executive Center Drive
Columbia, SC 29210

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

Columbia, South Carolina