

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

22367

APPEAL FROM SUMTER COUNTY
Court of Common Pleas

RECEIVED

FEB 29 2016

SC Court of Appeals

The Honorable Richard L. Booth, Sumter County Master in Equity

Case No. 2015-000349
Trial Court Case No. 2010-CP-43-00823

Wells Fargo Bank, N.A.,

Respondent,

v.

Delores Prescott and Wells Fargo Financial Bank (SD), Defendants,

Of Whom Delores Prescott is the Appellant.

RECORD ON APPEAL VOLUME II

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S. Sterling Laney, III, Esq.

~~_____ Esq.~~

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<u>TABLE OF CONTENTS VOLUME II - EXHIBITS</u>	<u>TAB</u>	<u>PAGE</u>
Defendant's Copy of Mortgage , filed as Exhibit A in Memorandum in Support of Motion to Dismiss.....	A	200
Plaintiff's Recorded Mortgage filed in Motion for Relief from Automatic Stay from <i>In re Prescott</i> , Case No. 11-1944-dd (Bankr. D.S.C. Dec. 9, 2011) Filed in Exhibit E to Wells Fargo Memorandum in Support of Summary Judgment	B	208
Notice of Appeal , February 10, 2015.....	C	216
Affidavit of Default and Payment History filed by Wells Fargo in Support of Proposed Order for Relief from Stay, <i>In re Prescott</i> Case No. 11-01944-dd (Bankr. D.S.C. September 21, 2012).....	D	218
Summary of Schedules , at 11 (Dkt. No. 8 in <i>In re Prescott</i> , Case No. 10-5552-dd (Bankr. D.S.C. Aug. 15, 2010) filed as Exhibit A to Wells Fargo's Memorandum in Opposition to Motion to Dismiss). And Filed as Exhibit A to Wells Fargo's Memorandum in Support of Summary Judgment).....	E	221
Order Dismissing in <i>In re Prescott</i> , Case No. 10-5552-dd (Bankr. D.S.C. Jan. 19, 2011) (filed as Exhibit B to Wells Fargo's Memorandum in Support of Summary Judgment).....	F	338
Summary of Schedules , at 17 (Dkt. No. 1 in <i>In re Prescott</i> , Case No. 11-01994-dd (Bankr. D.S.C. Mar. 28, 2011) filed as Exhibit B to Wells Fargo's Memorandum in Opposition to Motion to Dismiss). And Filed as Exhibit C to Wells Fargo's Memorandum in Support of Summary Judgment).....	G	340
Wells Fargo's Proof of Claim (Claim No. 3-1) from in <i>In re Prescott</i> , Case No. 11-1994-dd (Bankr. D.S.C. Apr. 11, 2011) (filed as Exhibit D to Wells Fargo's Memorandum in Support of Summary Judgment).....	H	401
Wells Fargo's Motion for Relief from Automatic Stay from <i>In re Prescott</i> , Case No. 11-1994-dd (Bankr. D.S.C. Dec. 9, 2011) (filed as Exhibit E to Wells Fargo Memorandum in Support of Summary Judgment).....	I	414

TABLE OF CONTENTS VOLUME II - EXHIBITS

TAB PAGE

Answer to Motion for Relief from Stay, at 1, 3 (Dkt. No. 27 in *In re Prescott*, Case No. 11-01994-dd (Bankr. D.S.C.) (filed Dec. 22, 2011)). (Filed as **Exhibit C** to Wells Fargo's Memorandum in Opposition to Motion to Dismiss).

And

Filed as **Exhibit F** to Wells Fargo Memorandum in Support of

Summary Judgment..... J 432

Settlement Order, at 2 (Dkt. No. 32 in *In re Prescott*, Case No. 11-01994-dd (Bankr. D.S.C.) (Filed Jan. 9, 2012)). (filed as **Exhibit D** to Wells Fargo's Memorandum in Opposition to Motion to Dismiss).. K 437

Order Granting Relief from Stay from in *In re Prescott*, Case No. 11-1994-dd (Bankr. D.S.C. Sept. 26, 2012) (filed as **Exhibit G** to Wells Fargo Memorandum in Support of Summary Judgment)..... L 441

Prescott's Motion to Modify Plan, at 1 (Dkt. No. 39 in *In re Prescott*, Case No. 11-01944-dd (Bankr. D.S.C.) (filed June 17, 2013)) (filed as **Exhibit E** to Wells Fargo's Memorandum in Opposition to Motion to Dismiss).

And

Filed as **Exhibit H** to Wells Fargo Memorandum in Support of **Summary Judgment**..... M 444

Order Confirming Plan at 1 (Dkt. No. 43 in *In re Prescott*, Case No. 11-01994-dd (Bankr. D.S.C.) (filed July 17, 2013)). (Filed as **Exhibit F** to Wells Fargo's Memorandum in Opposition to Motion to Dismiss).

And

Filed as **Exhibit I** to Wells Fargo Memorandum in Support of **Summary Judgment**..... N 453

Certificate of Appellant..... O 455

Defendant's Copy of Mortgage to Watermark, filed as Exhibit A

In Memorandum in

Support of Motion to Dismiss

Ex. A

When Recorded Mail To:

WATERMARK FINANCIAL PARTNERS, INC.
4582 SOUTH ULSTER STREET, SUITE 300
DENVER, COLORADO 80237

Loan Number
MIN

[Space Above This Line For Recording Data]

MORTGAGE

FHA Case No.

THIS MORTGAGE ("Security Instrument") is given on JUNE 24, 2003. The mortgagor is DELORES PRESCOTT ("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as beneficiary. 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. WATERMARK FINANCIAL PARTNERS, INC. ("Lender") is organized and existing under the laws of COLORADO, and has an address of 4582 SOUTH ULSTER STREET, SUITE 300, DENVER, COLORADO 80237. Borrower owes Lender the principal sum of EIGHTY-ONE THOUSAND THREE HUNDRED ONE AND 00/100ths Dollars (U.S.\$81,361.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 1, 2033. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 SUMTER County, South Carolina:

SEE ATTACHED EXHIBIT "A"

which has the address of 6365 SAXTON ROAD

South Carolina

29128

[Zip Code]

[Street]

("Property Address");

REMBERT

[City]

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 or canceling this Security Instrument.

GMD 0190 (599) Page 1 of 6

Borrower Initials

FHA South Carolina Mortgage

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

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

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

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance, and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. **Occupancy, Preservation, Maintenance and Protection of the Property;** Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. **Foreclosure Procedure.** If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. 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 without charge to Borrower. Borrower shall pay any recordation costs.

20. Waivers. Borrower waives all rights of homestead exemption in the Property.

21. 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 one hundred fifty percent (150%) of the original principal amount of the Note plus interest thereon, attorney's fees and court costs.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

☐ Condominium Rider

☐ Planned Unit Development Rider

☐ Growing Equity Rider

☐ Graduated Payment Rider

☐ Other [Specify]

☐ Non-Own Occp Rider

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

Signed, sealed and delivered in the presence of:

Curtis Deloatch

Delores Prescott
DELORES PRESCOTT

(Seal)

-Borrower

Michael H. Warren

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

STATE OF SOUTH CAROLINA, SUMTER

Before me personally appeared the above signed witness County ss: and made oath that he/she saw the within named Borrower sign, seal, and as his/her act and deed, deliver the within written Mortgage; and that he/she with Michael H. Warren witnessed the execution thereof.

Sworn before me this 24TH day of JUNE

My Commission Expires:

(Seal)

Curtis Deloatch

2003
Michael H. Warren
Notary Public for South Carolina

SCHEDULE "A"

ALL THAT CERTAIN, PARCEL OR LOT TOGETHER WITH THE IMPROVEMENTS THEREON SITUATE, LYING AND BEING IN THE RAFTING CREEK TOWNSHIP, COUNTY OF SUMTER, STATE OF SOUTH CAROLINA, CONSISTING OF 1.0 ACRE AS SHOWN ON A PLAT PREPARED BY J. HENRY WALKER, III, P.L.S DATED DECEMBER 8, 1998 AND RECORDED IN THE RECORDS OF THE SUMTER COUNTY REGISTER OF DEEDS OFFICE IN PLAT BOOK 98 AT PAGE 395. SAID LOT BEING BOUNDED AND MEASURING AS FOLLOWS: ON THE NORTHEAST BY LANDS NOW OR FORMERLY OF WOODMONT ASSOCIATES, INC., AND MEASURING THEREON 213.70 FEET; ON THE SOUTHEAST BY LANDS NOW OR FORMERLY OF FLORENCE N. KENDRICK AND MEASURING THEREON 225.36 FEET; ON THE SOUTHWEST BY A SIXTY-SIX FOOT (66) RIGHT-OF-WAY AND SAXTON ROAD AND MEASURING THEREON 220.44; AND ON THE NORTHWEST BY LANDS NOW OR FORMERLY OF SIMPSON- SAXTON ESTATE AND MEASURING THEREON 183.15 FEET. BE ALL SAID MEASUREMENTS A LITTLE MORE OR LITTLE LESS AND ACCORDING TO SAID PLAT. THIS BEING THE PROPERTY MORE COMMONLY KNOWN AS 6365 SAXTON ROAD, REMBERT, SOUTH CAROLINA.

BEING THE SAME PROPERTY CONVEYED TO DELORES PRESCOTT BY DEED FROM FLORENCE N. KENDRICK, DATED 12/18/1998 RECORDED 12/22/1998 IN DEED BOOK PAGE 727/481.

TAX ID#086-00-02-021

RE: DELORES PRESCOTT

**Plaintiff's Copy of Recorded Mortgage filed in Exhibit E
to Memorandum in Support of Summary Judgment**

RECEIVED

2003 JUL -1 PM 1:30

Return To:
General American Corporation
300 Gulf Tower, 707 Grant St.
Pittsburgh, PA. 15219
First Mortgage Recording Dept.

VICKI M. MCCARTHY
REGISTER OF DEEDS
SUMTER CO., S.C.
00

Loan Number
MIN

RECORDED
VOL. 896 PG 70
SUMTER COUNTY, S.C.

[Space Above This Line For Recording Data]

MORTGAGE

FHA Case No:

THIS MORTGAGE ("Security Instrument") is given on JUNE 24, 2003. The mortgagor is DELORES PRESCOTT ("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as beneficiary. 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. WATERMARK FINANCIAL PARTNERS, INC. ("Lender") is organized and existing under the laws of COLORADO, and has an address of 4582 SOUTH ULSTER STREET, SUITE 300, DENVER, COLORADO 80237. Borrower owes Lender the principal sum of EIGHTY-ONE THOUSAND THREE HUNDRED ONE AND 00/100ths Dollars (U.S.\$81,301.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 1, 2033. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 SUMTER County, South Carolina:

SEE ATTACHED EXHIBIT "A"

which has the address of 6365 SAXTON ROAD

South Carolina 29128
[Zip Code]

[Street]
("Property Address");

REMBERT

[City]

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 or canceling this Security Instrument.

GMD 0190 (\$99) Page 1 of 6

RECORDING FEE:

COUNTY TRANSFER FEE:

STATE TRANSFER FEE:

TOTAL FEES PAID:

Borrower Initials OP.
FHA South Carolina Mortgage
\$ 13.00
\$ 0.00
\$ 0.00
\$ 13.00

SmD

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

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

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

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance, and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Applications; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. **Foreclosure Procedure.** If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. 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 without charge to Borrower. Borrower shall pay any recordation costs.

20. Waivers. Borrower waives all rights of homestead exemption in the Property.

21. 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 one hundred fifty percent (150%) of the original principal amount of the Note plus interest thereon, attorney's fees and court costs.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

☐ Condominium Rider

☐ Planned Unit Development Rider

☐ Growing Equity Rider

☐ Graduated Payment Rider

☐ Other [Specify]

☐ Non-Own Occp Rider

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

Signed, sealed and delivered in the presence of:

X Curtis Deloatche

Delores Prescott

DELORES PRESCOTT

(Seal)

-Borrower

Michael H. Warren

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

STATE OF SOUTH CAROLINA, SUMTER County

Before me personally appeared the above-Signed witness and made oath that he/she saw the within named Borrower sign, seal, and as his/her act and deed, deliver the within written Mortgage; and that he/she with Michael H. Warren witnessed the execution thereof.

County ss:

Sworn before me this 24TH day of JUNE

My Commission Expires: 5-15-2013

(Seal)



X Curtis Deloatche

Michael H. Warren
Notary Public for South Carolina

RECORDED
VOL 896 PG 75
SUMTER COUNTY, S.C.

RECORDED
VOL. 896 PG. 76
SUMTER COUNTY, S.C.

SCHEDULE "A"

ALL THAT CERTAIN, PARCEL OR LOT TOGETHER WITH THE IMPROVEMENTS THEREON SITUATE, LYING AND BEING IN THE RAFTING CREEK TOWNSHIP, COUNTY OF SUMTER, STATE OF SOUTH CAROLINA, CONSISTING OF 1.0 ACRE AS SHOWN ON A PLAT PREPARED BY J. HENRY WALKER, III, P.L.S DATED DECEMBER 8, 1998 AND RECORDED IN THE RECORDS OF THE SUMTER COUNTY REGISTER OF DEEDS OFFICE IN PLAT BOOK 98 AT PAGE 395. SAID LOT BEING BOUNDED AND MEASURING AS FOLLOWS: ON THE NORTHEAST BY LANDS NOW OR FORMERLY OF WOODMONT ASSOCIATES, INC., AND MEASURING THEREON 213.70 FEET; ON THE SOUTHEAST BY LANDS NOW OR FORMERLY OF FLORENCE W. KENDRICK AND MEASURING THEREON 225.36 FEET; ON THE SOUTHWEST BY A SIXTY-SIX FOOT (66) RIGHT-OF-WAY AND SAXTON ROAD AND MEASURING THEREON 220.44; AND ON THE NORTHWEST BY LANDS NOW OR FORMERLY OF SIMPSON- SAXTON ESTATE AND MEASURING THEREON 183.15 FEET. BE ALL SAID MEASUREMENTS A LITTLE MORE OR LITTLE LESS AND ACCORDING TO SAID PLAT. THIS BEING THE PROPERTY MORE COMMONLY KNOWN AS 6365 SAXTON ROAD, REMBERT, SOUTH CAROLINA.

BEING THE SAME PROPERTY CONVEYED TO DELORES PRESCOTT BY DEED FROM FLORENCE W. KENDRICK, DATED 12/18/1998 RECORDED 12/22/1998 IN DEED BOOK PAGE 727/481.

TAX ID: [REDACTED]
RE: DELORES PRESCOTT

THIS DOCUMENT WAS FILED ON:

July 1, 2003 AT 4:39 PM

RECORDED: VOL. 896 PG. 70

VICKI M. MCCARTHY
REGISTER OF DEEDS
SUMTER COUNTY, S.C.

Notice of Appeal

February 10, 2015

NOTICE OF APPEAL IN A CIVIL CASE

RECORDED

2015 FEB 13 PM 2:30

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

APPEAL FROM SUMTER COUNTY
Court of Common Pleas

The Honorable Richard L. Booth, Sumter County Master-in-Equity

Case No. 2010-CP-43-0823

Wells Fargo Bank, N.A.,

Respondent,

v.

Delores Prescott,

Appellant.

NOTICE OF APPEAL

Delores Prescott appeals the Order Summary Judgment of the Honorable Richard L. Booth dated January 13, 2015. Appellant received written notice of entry for this order of Summary Judgment Friday, January 30th, 2015 at 4:53 p.m. via electronic mail from Robert C. Ray, Attorney 306 A Mills Avenue, Greenville, South Carolina 29605 stating the Order of Summary Judgment, "resulting in the conclusion of this case."

February 10th, 2015

Delores Prescott
10 Skytop Gardens, Apt. 23
Parlin, New Jersey 08859
Appellant
(732) 485-8145

Other Counsel of Record:
Todd Carroll, Attorney at Law
Womble Carlyle Sandridge & Rice, LLP
1727 Hampton Street
Columbia, South Carolina 29201
Attorney for Respondent
(803) 454-7730

**Affidavit of Default and Payment History filed by Wells Fargo in
Support of Proposed Order for Relief from Stay, *In re Prescott Case*
No. 11-01944-dd (Bankr. D.S.C. September 21, 2012)**

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

IN RE:
DELORES PRESCOTT.

DEBTOR

CASE NO. 11-01994-dd
CHAPTER 13

AFFIDAVIT OF DEFAULT

PERSONALLY APPEARS BEFORE ME, Neal A. Collins, who, being first duly sworn, says that he is the attorney for Wells Fargo Bank, N.A. (hereafter called "Lender") in this case; that Debtor has failed to comply with the terms of the Settlement Order entered January 10, 2012 by failing to make the stip payment due on August 1, 2012, and is therefore in default; and that Lender is entitled to an automatic lifting of stay without further act, notice or Order of this Court to enforce its security interest in the subject Collateral under State law.

Neal A. Collins
Neal A. Collins, Esquire
FED DISTRICT COURT I.D. 11170
Brock and Scott, PLLC
5121 Parkway Plaza Blvd., Ste 300
Charlotte, NC 28217
Telephone: (704)369-0676
scbkr@brockandscott.com

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 21st DAY OF SEPTEMBER, 2012

Jayne P Parks
NOTARY PUBLIC OF NORTH CAROLINA
My Commission Expires 4/20/2016

JAYNE P PARKS
NOTARY PUBLIC
MECKLENBURG COUNTY, NC
My Commission Expires 4-20-2016

Case 11-01994-dd Doc 34-2 Filed 09/21/12 Entered 09/21/12 14:52:31 Desc

Exhibit Payment History Page 1 of 1

Debtor: Prescott, Delores

EXHIBIT PAYMENT HISTORY

Post-Petition Settlement Order Payment History Ledger

Loan No. XXXXX8830

Date Due	Amount Received	Regular Payment Due	Date Received	Suspense	Suspense Running Balance	Stip Payment Amount Due	Stip Payment Applied To
1/1/12	\$648.00	\$647.64	1/13/12	\$0.36	\$0.36		
2/1/12	\$648.00	\$647.64	2/15/12	\$0.36	\$0.72		
2/1/12	\$379.03		2/29/12			\$379.03	2/1/12
3/1/12	\$648.00	\$647.64	3/26/12	\$0.36			
3/1/12	\$379.03		3/29/12			\$379.03	3/1/12
4/1/12	\$648.00	\$647.64	4/24/12	\$0.36			
4/1/12	\$379.03		4/30/12			\$379.03	4/1/12
5/1/12	\$648.00	\$647.64	5/31/12	\$0.36			
5/1/12	\$379.03		5/31/12			\$379.03	5/1/12
6/1/12	\$379.03		6/29/12			\$379.03	6/1/12
6/1/12	\$648.00	\$647.64	7/2/12	\$0.36			
7/1/12	\$1,027.03	\$647.64	7/31/12	\$0.36		\$379.03	7/1/12
8/1/12	\$1,027.03	\$647.64	9/4/12	\$0.36		\$379.03	8/1/12
			9/11/12			(\$379.03)	NSF

RESPONDENT'S

EXHIBIT A

Summary of Schedules, at 11 (Dkt. No. 8 in *In re Prescott*, Case No. 10-5552-dd (Bankr. D.S.C. Aug. 15, 2010) (Filed as **Exhibit A** to **Wells Fargo's Memorandum in Opposition to Motion to Dismiss**)).

AND

Filed as **Exhibit A** to **Wells Fargo's Memorandum in Support of Summary Judgment**.

United States Bankruptcy Court
District of South Carolina

In re **Delores Prescott**

Debtor

Case No. **10-05552**

Chapter **13**

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	2	90,000.00		
B - Personal Property	Yes	5	12,199.30		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	1		93,000.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	3		3,005.60	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	3		49,878.59	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	9			2,490.22
J - Current Expenditures of Individual Debtor(s)	Yes	1			2,059.50
Total Number of Sheets of ALL Schedules		27			
Total Assets			102,199.30		
Total Liabilities				145,884.19	

**United States Bankruptcy Court
District of South Carolina**

In re **Delores Prescott**

Debtor

Case No. **10-05552**

Chapter **13**

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	0.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	630.60
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	0.00
Student Loan Obligations (from Schedule F)	47,040.82
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	0.00
TOTAL	47,671.42

State the following:

Average Income (from Schedule I, Line 16)	2,490.22
Average Expenses (from Schedule J, Line 18)	2,059.50
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	2,762.50

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		7,200.00
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	3,005.60	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		0.00
4. Total from Schedule F		49,878.59
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		57,078.59

B6A (Official Form 6A) (12/07)

In re Delores Prescott

Case No. 10-05552

Debtor

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
DEBTOR'S RESIDENCE: 6365 SAXTON ROAD, REMBERT, SC, SUMTER COUNTY; (3) BEDROOM (2) BATH VINYL-SIDING HOME; TMS# (0860002031), TAX APPRAISAL VALUE: (\$77,353), SEE ATTACHED TAX APPRAISAL, DEBTOR PURCHASED HOME IN 2001 FOR (\$81,000) & REFINANCED IN 2003 FOR (\$81,000), DEBTOR'S OPINION OF CURRENT MARKET VALUE: (\$90,000)			90,000.00	75,000.00

Sub-Total > 90,000.00 (Total of this page)

Total > 90,000.00

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

You are Here: [homepage](#) > [e-services](#) > [Property Card Search](#) > [Assessor Info](#)

Assessor Ownership, Location, and Tax Information

The below information represents all pertinent assessor data based upon the parcel number that you selected. To view the real property with mapping interface simply click the "Map/Assess.Info" button.

 Ownership & Location Information
 Tax Information
[Map/Assess. Info](#) [Property Card](#)
Ownership & Location Information:

Parcel Number: 0860002031
Property Location: 6365 SAXTON RD
Legal Description: PB98-1395 PB01-574
 1.0 AC
Current Owner: PRESCOTT DELORES
Deed Book/Page: 727/481
Plat Book/Page: 98 /1395
Tax Payer Name: WELLS FARGO HOME
 MORTGAGE
Lender Name: WELLS FARGO HOME
 MORTGAGE
School District Code: 2
Neighborhood Code: 999/COUNTY RES/AGR,
 OTHER
Of Lots: 0
Of Buildings: 1
Number of Acres: 1
Land Fair Market Value: 3,000
Building Fair Market Value: 74,353
Current Fair Market Value: 77,353
Assessed Value: 3,090
Date Last Visited: 0

[back to top](#)

Tax Information:

Tax Year	Receipt #	Assessed Value	Tax Due Amt	Amt Collected	Due Date	Collection Sts	Paid Sts	Date Paid	Date Abated
2009	6106785	3,090	467.81	467.81	01/15/2010	NONE	FULL	12/22/2009	
2008	5899618	3,090	460.27	460.27	01/15/2009	NONE	FULL	12/30/2008	
2007	5584100	3,090	451.34	451.34	01/15/2008	NONE	FULL	12/18/2007	
2006	5355116	3,090	530.62	530.62	01/16/2007	NONE	FULL	12/28/2006	
2005	5115404	2,680	520.17	520.17	01/17/2006	NONE	FULL	12/12/2005	
2004	4821537	2,680	503.67	503.67	01/18/2005	NONE	FULL	01/12/2005	
2003	4555450	2,680	488.60	488.60	01/15/2004	NONE	FULL	12/31/2003	
2002	4207437	2,680	454.44	454.44	01/15/2003	NONE	FULL	12/27/2002	
2001	3859745	120	19.91	19.91	01/15/2002	NONE	FULL	12/31/2001	
2000	3485925	150	38.29	38.29	01/15/2001	NONE	FULL	10/17/2000	
1999	2968033	150	36.93	36.93	01/15/2000	TAX SALE	FULL	11/08/1999	

B6B (Official Form 6B) (12/07)

In re **Delores Prescott**

Case No. **10-05552**

Debtor

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		SC FEDERAL CREDIT UNION: ACCOUNT# (7256) SAVINGS ACCOUNT# (00), CURRENT BALANCE: (\$5) CHECKING ACCOUNT# (71), CURRENT BALANCE: (\$6) COMBINED BALANCE OF SC FEDERAL CREDIT UNION ACCOUNTS: (\$11)	-	11.00
		BANK OF AMERICA: REGULAR SAVINGS ACCOUNT# (5404)	-	19.00
		BANK OF AMERICA: MYACCESS CHECKING ACCOUNT# (7423)	-	69.30
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		HOUSEHOLD GOODS: SOFA, KITCHEN TABLE WITH CHAIRS, TELEVISION, BEDS, DRESSERS, CHEST OF DRAWERS, PHONE	-	850.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.		ASSORTED BOOKS & PICTURES	-	100.00
6. Wearing apparel.		CLOTHING: ASSORTED USED CLOTHING	-	200.00
7. Furs and jewelry.		JEWELRY: ASSORTED JEWELRY	-	150.00
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		LIFE INSURANCE: STATE FARM INSURANCE, 1120 LITTLE STREET, CAMDEN, SC 29020; TERM LIFE INSURANCE; FACE VALUE OF POLICY (\$100,000), CASH SURRENDER VALUE OF POLICY (\$0)	-	0.00
Sub-Total > (Total of this page)				1,399.30

3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Delores Prescott**

Case No. **10-05552**

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			

Sub-Total > **0.00**
(Total of this page)

Sheet 1 of 3 continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Delores Prescott**

Case No. **10-05552**

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		2008 NISSAN SENTRA SEDAN: VIN# (3N1AB61E58L687828), (4) DOOR, (4) CYLINDER, (78,047) MILES, NADA VALUE LESS MILEAGE: (\$10,800)	-	10,800.00
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			

Sub-Total > **10,800.00**
(Total of this page)

Sheet 2 of 3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Delores Prescott

Case No. 10-05552

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
35. Other personal property of any kind not already listed. Itemize.	X			

Sheet 3 of 3 continuation sheets attached
to the Schedule of Personal Property

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Sub-Total > 0.00
(Total of this page)
Total > 12,199.30

(Report also on Summary of Schedules)

Best Case Bankruptcy

Record On Appeal
Page 228



Vehicle Pricing & Information
 NADAguides.com

2008 Nissan Sentra

Sedan 4D 2.0

[Close Window](#)

8/2/2010

NADAguides.com Price Report

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$7,775	\$8,800	\$9,625	\$12,150
Mileage: 80,000 miles	-\$1,350	-\$1,350	-\$1,350	-\$1,350
Options:				
Power Windows	Std.	Std.	Std.	Std.
Power Door Locks	Std.	Std.	Std.	Std.
TOTAL PRICE	\$6,425	\$7,450	\$8,275	\$10,800

Standard Equipment

Standard Equipment Details

Engine Specifications

Type: Gas I4
 Size: 2.0L/122
 Horsepower: 140 @ 5100 RPM
 Torque: 147 @ 4800 RPM
 Max Towing Capacity: 1000

Drive Train

Drive Train: Front Wheel Drive
 Transmission: 1 speed CVT

Safety

Air Bag-Driver-Front
 Air Bag-Passenger Switch (On/Off)
 Air Bag-Passenger-Front
 Air Bag-Side-Body-Front
 Air Bag-Side-Head-Front
 Air Bag-Side-Head-Rear
 Brakes-ABS-4 Wheel
 Brakes-Type-Front Disc/Rear Drum
 Engine Immobilizer/Vehicle Anti-Theft System
 Locks-Child Safety Rear Door
 Trunk-Emergency Release

Comfort & Convenience

Air Cond-Front
 Locks-Pwr
 Mirrors-Electrochromic Rearview
 Mirrors-Vanity-Passenger
 Seat Trim-Cloth
 Seat-Rear Pass-Through
 Seats-Front Bucket
 Steering Wheel-Adjustable
 Steering-Pwr
 Trunk-Release-Remote
 Windows-Pwr

Music & Entertainment

[www.nadaguides.com/cars/2008/nissan/sentra-4-cyl-/sedan-4d-2-0/...](http://www.nadaguides.com/cars/2008/nissan/sentra-4-cyl-/sedan-4d-2-0/) 8/2/2010

B6C (Official Form 6C) (4/10)

In re Delores Prescott

Case No. 10-05552

Debtor

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under:

(Check one box)

☐ 11 U.S.C. §522(b)(2)

☒ 11 U.S.C. §522(b)(3)

☐ Check if debtor claims a homestead exemption that exceeds

\$146,450. (Amount subject to adjustment on 4/1/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
Real Property DEBTOR'S RESIDENCE: 6365 SAXTON ROAD, REMBERT, SC, SUMTER COUNTY; (3) BEDROOM (2) BATH VINYL-SIDING HOME; TMS# (0860002031), TAX APPRAISAL VALUE: (\$77,353), SEE ATTACHED TAX APPRAISAL, DEBTOR PURCHASED HOME IN 2001 FOR (\$81,000) & REFINANCED IN 2003 FOR (\$81,000), DEBTOR'S OPINION OF CURRENT MARKET VALUE: (\$90,000)	S.C. Code Ann. § 15-41-30(A)(1)	45,000.00	90,000.00
Household Goods and Furnishings HOUSEHOLD GOODS: SOFA, KITCHEN TABLE WITH CHAIRS, TELEVISION, BEDS, DRESSERS, CHEST OF DRAWERS, PHONE	S.C. Code Ann. § 15-41-30(A)(3)	850.00	850.00
Books, Pictures and Other Art Objects; Collectibles ASSORTED BOOKS & PICTURES	S.C. Code Ann. § 15-41-30(A)(3)	100.00	100.00
Wearing Apparel CLOTHING: ASSORTED USED CLOTHING	S.C. Code Ann. § 15-41-30(A)(3)	200.00	200.00
Furs and Jewelry JEWELRY: ASSORTED JEWELRY	S.C. Code Ann. § 15-41-30(A)(4)	150.00	150.00
Interests in Insurance Policies LIFE INSURANCE: STATE FARM INSURANCE, 1120 LITTLE STREET, CAMDEN, SC 29020; TERM LIFE INSURANCE; FACE VALUE OF POLICY (\$100,000), CASH SURRENDER VALUE OF POLICY (\$0)	S.C. Code Ann. § 38-63-40(C)	0.00	0.00
Automobiles, Trucks, Trailers, and Other Vehicles 2008 NISSAN SENTRA SEDAN: VIN# (3N1AB61E58L687828), (4) DOOR, (4) CYLINDER, (78,047) MILES, NADA VALUE LESS MILEAGE: (\$10,800)	S.C. Code Ann. § 15-41-30(A)(2)	5,350.00	10,800.00

Total: 51,650.00 102,100.00

0 continuation sheets attached to Schedule of Property Claimed as Exempt

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Best Case Bankruptcy

Record On Appeal
Page 300

B6D (Official Form 6D) (12/07)

In re **Delores Prescott**

Case No. **10-05552**

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR H W J C	Husband, Wife, Joint, or Community DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No. [REDACTED]		2008					
SANTANDER CONSUMER USA PO BOX 961245 Fort Worth, TX 76161		AUTO LOAN 2008 NISSAN SENTRA SEDAN: TO BE - VALUED IN PLAN					
		Value \$ 10,800.00				18,000.00	7,200.00
Account No. [REDACTED]		09/2001					
WELLS FARGO HOME MORTGAGE 3476 STATEVIEW BLVD Fort Mill, SC 29715		Mortgage DEBTOR'S RESIDENCE: 6365 SAXTON ROAD: ARREARS TO BE PAID IN PLAN - (\$4,500), DEBTOR TO RESUME PAYMENTS IN SEPTEMBER 2010					
		Value \$ 90,000.00				75,000.00	0.00
Account No.							
		Value \$					
Account No.							
		Value \$					
Subtotal (Total of this page)						93,000.00	7,200.00
Total (Report on Summary of Schedules)						93,000.00	7,200.00

0 continuation sheets attached

In re **Delores Prescott**

Case No. **10-05552**

Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

☐ **Domestic support obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☒ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$11,725* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$5,775* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ **Deposits by individuals**

Claims of individuals up to \$2,600* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☒ **Taxes and certain other debts owed to governmental units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to maintain the capital of an insured depository institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

☐ **Claims for death or personal injury while debtor was intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B6E (Official Form 6E) (4/10) - Cont.

In re **Delores Prescott**

Case No. **10-05552**

Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS
(Continuation Sheet)

Wages, salaries, and commissions

TYPE OF PRIORITY

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O U N T Y	H U S B A N D W I F E J O I N T C O M M U N I T Y	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
								AMOUNT ENTITLED TO PRIORITY
Account No.			ATTORNEYS FEE					
MOSS & ASSOCIATES, ATTORNEYS, P.A. 816 ELMWOOD AVENUE Columbia, SC 29201								0.00
							2,375.00	2,375.00
Account No.								
Account No.								
Account No.								
Account No.								
Subtotal							2,375.00	0.00
(Total of this page)							2,375.00	2,375.00

Sheet **1** of **2** continuation sheets attached to
Schedule of Creditors Holding Unsecured Priority Claims

B6E (Official Form 6E) (4/10) - Cont.

In re **Delores Prescott**

Case No. **10-05552**

Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS
(Continuation Sheet)

**Taxes and Certain Other Debts
Owed to Governmental Units**

TYPE OF PRIORITY

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E D E B I T O R	H U S B A N D , W I F E , J O I N T , O R C O M M U N I T Y	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
								AMOUNT ENTITLED TO PRIORITY
Account No. [REDACTED]			2008					
IRS PO BOX 21126 Philadelphia, PA 19114-0326			Unsecured Federal Income Taxes					0.00
							630.60	630.60
Account No.								
Account No.								
Account No.								
Account No.								
Subtotal (Total of this page)							630.60	0.00
Total (Report on Summary of Schedules)							3,005.60	0.00

Sheet **2** of **2** continuation sheets attached to
Schedule of Creditors Holding Unsecured Priority Claims

B6F (Official Form 6F) (12/07)

In re **Delores Prescott**

Case No. **10-05552**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community			C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H	W	J				
Account No. [REDACTED] ACS PO BOX 7051 Utica, NY 13504	-							33,336.00
Account No. [REDACTED] ANDERSON FINANCIAL PO BOX 3097 Bloomington, IL 61702	-							563.00
Account No. [REDACTED] CITIBANK STUDENT LOAN PO BOX 22876 Rochester, NY 14692	-							4,000.00
Account No. IRS PO BOX 21126 Philadelphia, PA 19114-0326	-							0.00
Subtotal (Total of this page)								37,899.00

2 continuation sheets attached

B6F (Official Form 6F) (12/07) - Cont.

In re **Delores Prescott**

Case No. **10-05552**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B I T O R	H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
			DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. [REDACTED] NATIONAL RECECOVERY / WEST BAY ACQ. 2491 PAXTON STREET Harrisburg, PA 17111			2009 Collections				54.00
Account No. [REDACTED] PMBA, LLC PO BOX 12150 Charlotte, NC 28220			2008 Collections - LEXINGTON WOMEN'S CARE				20.77
Account No. [REDACTED] RECEIVABLE SOLUTIONS 4700 FOREST DRIVE STE 107 Columbia, SC 29206			01/2006 Medical Bills				1,996.00
Account No. [REDACTED] RECEIVABLE SOLUTIONS LEXINGTON MEDICAL CENTER 4700 FOREST DRIVE Columbia, SC 29206			2006 Collections				204.00
Account No. [REDACTED] SC DEPT OF REVENUE PO BOX 12265 Columbia, SC 29211			Unsecured State Taxes				0.00
Subtotal (Total of this page)							2,274.77

Sheet no. 1 of 2 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

B6F (Official Form 6F) (12/07) - Cont.

In re **Delores Prescott**

Case No. **10-05552**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
			DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. [REDACTED] SC STUDENT LOAN PO BOX 211879 Columbia, SC 29221			2009				9,704.82
Account No. SUMTER COUNTY TREASURER PO BOX 1775 Sumter, SC 29151-1775			Unsecured Property Taxes				0.00
Account No.							
Account No.							
Account No.							
Subtotal (Total of this page)							9,704.82
Total (Report on Summary of Schedules)							49,878.59

Sheet no. 2 of 2 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

B6C (Official Form 6G) (12/07)

In re Delores Prescott

Case No. 10-05552

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
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continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases

B6H (Official Form 6H) (12/07)

In re Delores Prescott

Case No. 10-05552

Debtor

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☒ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
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continuation sheets attached to Schedule of Codebtors

B61 (Official Form 61) (12/07)

In re **Delores Prescott**

Case No. **10-05552**

Debtor(s)

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status: Single	DEPENDENTS OF DEBTOR AND SPOUSE	
	RELATIONSHIP(S): DAUGHTER	AGE(S): 7
Employment:	DEBTOR	SPOUSE
Occupation	COLLECTION SPECIALIST	
Name of Employer	[REDACTED]	
How long employed	SINCE MAY 2010	
Address of Employer	477 E BUTTERFIELD ROAD SUITE 400 Lombard, IL 60148	

INCOME: (Estimate of average or projected monthly income at time case filed)

- Monthly gross wages, salary, and commissions (Prorate if not paid monthly)
- Estimate monthly overtime

DEBTOR	SPOUSE
\$ 2,762.50	\$ N/A
\$ 0.00	\$ N/A

3. SUBTOTAL

\$ 2,762.50	\$ N/A
--------------------	---------------

4. LESS PAYROLL DEDUCTIONS

- Payroll taxes and social security
- Insurance
- Union dues
- Other (Specify): _____

\$ 272.28	\$ N/A
\$ 0.00	\$ N/A
\$ 0.00	\$ N/A
\$ 0.00	\$ N/A
\$ 0.00	\$ N/A

5. SUBTOTAL OF PAYROLL DEDUCTIONS

\$ 272.28	\$ N/A
------------------	---------------

6. TOTAL NET MONTHLY TAKE HOME PAY

\$ 2,490.22	\$ N/A
--------------------	---------------

- Regular income from operation of business or profession or farm (Attach detailed statement)
- Income from real property
- Interest and dividends
- Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above
- Social security or government assistance (Specify): _____
- Pension or retirement income
- Other monthly income (Specify): _____

\$ 0.00	\$ N/A
\$ 0.00	\$ N/A
\$ 0.00	\$ N/A
\$ 0.00	\$ N/A
\$ 0.00	\$ N/A
\$ 0.00	\$ N/A
\$ 0.00	\$ N/A
\$ 0.00	\$ N/A

14. SUBTOTAL OF LINES 7 THROUGH 13

\$ 0.00	\$ N/A
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15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)

\$ 2,490.22	\$ N/A
--------------------	---------------

16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)

\$ 2,490.22	
--------------------	--

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

B61 (Official Form 61) (12/07)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

DEBTOR DOES NOT ANTICIPATE A CHANGE OF INCOME. DEBTOR BEGAN WORKING FOR MEDIX STAFFING IN MAY 2010, PRIOR TO THAT, DEBTOR WAS RECEIVING UNEMPLOYMENT FROM MARCH 2010 UNTIL MAY 2010. PRIOR TO RECEIVING UNEMPLOYMENT DEBTOR WORKED FOR ROBERT HALF INTERNATIONAL AND PEOPLE2.0. DEBTOR'S INCOME WAS CALCULATED INTO A MONTHLY AVERAGE BASED ON THE PAST 7 WEEKS OF PAY.

DEBTOR'S MOTHER LIVES IN THE HOUSEHOLD BUT DOES NOT CONTRIBUTE INCOME TOWARDS EXPENSES.

CD FILE DEPT CLOCK
P73 257232 110 XN50X 0000300495

Earnings Statement



MEDIX STAFFING SOLUTIONS INC
477 E BUTTERFIELD RD
SUITE 400
LOMBARD, IL 60148

Period Beginning: 07/19/2010
Period Ending: 07/24/2010
Pay Date: 07/30/2010

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 9
NJ: 9, Table A

DELORES PRESCOTT
PO BOX 419
REMBERT, SC 29128

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	17.0000	40.00	680.00	7,135.75
Gross Pay			\$680.00	7,135.75

Deductions	Statutory		
Social Security Tax	-42.16	442.42	
Medicare Tax	-9.86	103.47	
NJ State Income Tax	-8.22	83.78	
NJ SUI/SDI Tax	-7.10	74.57	

Other	
Checking #2	-612.66
Net Pay	\$60.00

Your federal taxable wages this period are \$680.00

7 WK GROSS
4462.50
7 WK TAX
439.83

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE TO LIGHTER GRADUALLY AND EVENLY FROM DARKER AT TOP TO LIGHTER AT BOTTOM

MEDIX STAFFING SOLUTIONS INC
477 E BUTTERFIELD RD
SUITE 400
LOMBARD, IL 60148

Advice number: 00000300495
Pay date: 07/30/2010

Deposited to the account of	account number	transit ABA	amount
DELORES PRESCOTT	XXXXXXXX7423	XXXX XXXX	\$612.66

VOID AFTER 180 DAYS

BANK ONE
BANK ONE, N.A.
ILLINOIS

NON-NEGOTIABLE

CO FILE DEPT CLOCK VCHR NO 000
171 257292 110 XN50X 0000280482 1

Earnings Statement



MEDIX STAFFING SOLUTIONS INC
477 E BUTTERFIELD RD
SUITE 400
LOMBARD, IL 60148

Period Beginning: 07/04/2010
Period Ending: 07/10/2010
Pay Date: 07/16/2010

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 9
NJ: 9, Table A

DELORES PRESCOTT
PO BOX 419
REMBERT, SC 29128

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	17.0000	32.00	544.00	5,809.75
Gross Pay			\$544.00	5,809.75

Deductions	Statutory		
Social Security Tax	-33.72	360.20	
Medicare Tax	-7.89	84.24	
NJ State Income Tax	-5.56	68.02	
NJ SUI/SDI Tax	-5.68	60.71	
Other			
Checking #2	-491.15		
Net Pay		\$0.00	

52.85

Your federal taxable wages this period are \$544.00

Week Gross: \$3782.50
Week tax: \$372.49

VERIFY DOCUMENT AUTHENTICITY: COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

MEDIX STAFFING SOLUTIONS INC
477 E BUTTERFIELD RD
SUITE 400
LOMBARD, IL 60148

Advice number: 00000280482
Pay date: 07/16/2010

Deposited to the account of
DELORES PRESCOTT

account number: xxxxxxxx7423
transit ABA: xxxx xxxx
amount: \$491.15

THIS IS NOT A CHECK

VOID AFTER 180 DAYS

BANK ONE
BANK ONE, N.A.
ILLINOIS

NON-NEGOTIABLE

TEAR HERE

CheckView

Page 1 of 1

Co. File # Clock Number

Earnings Statement

Worked In Dept: 110

Home Dept: 110

Medix Staffing

Period End: 07/03/2010

Pay Date: 07/09/2010

Delores Prescott
PO BOX 419
Rembert, SC 29128

Earnings	Code	Field #	Hours	Amount
Regular			40.00	680.00
Gross Pay				680.00

Deductions	Statutory	Amount
Social Security		42.16
Medicare		9.86
State Worked In: New Jersey	NJ	8.22
SUI/SDI: New Jersey	21	7.11

67.35

Other	Amount
W - Checking #2	612.65
Net Pay	0.00

Memos	Code	Amount
-------	------	--------

Print Close

CheckView

Page 1 of 1

Co. File # Clock Number

Worked In Dept: 110
Home Dept: 110

Medix Staffing

Earnings Statement

Period End: 06/26/2010
Pay Date: 07/02/2010

Delores Prescott
PO BOX 419
Rembert, SC 29128

Earnings	Code	Field #	Hours	Amount
Regular			40.00	680.00
Gross Pay				680.00

Deductions	Statutory	Amount
Social Security		42.16
Medicare		9.86
State Worked In: New Jersey	NJ	8.22
SUI/SDI: New Jersey	21	7.10

67.34

Other	Amount
W - Checking #2	612.66
Net Pay	0.00

Memos	Code	Amount
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Print Close

Check View

Page 1 of 1

Co. File # Clock Number

Earnings Statement

Worked In Dept: 110

Home Dept: 110

Medix Staffing

Period End: 06/19/2010

Pay Date: 06/25/2010

Delores Prescott
PO BOX 419
Rembert, SC 29128

Earnings	Code	Field #	Hours	Amount
Regular			40.00	680.00
Gross Pay				680.00

Deductions	Statutory	Amount
Social Security		42.16
Medicare		9.86
State Worked In: New Jersey	NJ	8.22
SUI/SDI: New Jersey	21	7.11

Other	Amount
W - Checking #2	612.65

Net Pay	0.00
---------	------

Memos	Code	Amount
-------	------	--------

Print Close

CO: HIR: DEPT: CLOCK: VCHR NO: 000
171 257232 110 0050X 0000240512

MEDIX STAFFING SOLUTIONS INC
477 E BUTTERFIELD RD
SUITE 400
LOMBARD, IL 60148

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 9
NJ: 9, Table A

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	17.0000	40.00	680.00	3,225.75
Gross Pay			\$680.00	3,225.75

Deductions	Statutory		
Social Security Tax	-42.16	200.00	
Medicare Tax	-9.86	46.77	
NJ State Income Tax	-8.22	37.80	
NJ SUI/SDI Tax	-7.11	33.71	
Other			
Checking #1	-350.00		
Checking #2	-262.65		
Net Pay		\$0.00	

107.3

Your federal taxable wages this period are \$680.00

Earnings Statement



Period Beginning: 06/06/2010
Period Ending: 06/12/2010
Pay Date: 06/18/2010

DELORES PRESCOTT
PO BOX 419
REMBERT, SC 29128

CO FILE DEPT CLOCK VCHR NO ID
DJ 257282 110 XN50X 0000230529 1

MEDIX STAFFING SOLUTIONS INC
477 E BUTTERFIELD RD
SUITE 400
LOMBARD, IL 60148

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 9
NJ: 9, Table A

Social Security Number: [REDACTED]

Earnings		rate	hours	this period	year to date
Regular		17.0000	30.50	518.50	2,545.75
Gross Pay				\$518.50	2,545.75
Deductions		Statutory			
		Social Security Tax			32.15
		Medicare Tax			7.51
		NJ State Income Tax			5.18
		NJ SUI/SDI Tax			5.41
		Other			
		Checking #1			350.00
		Checking #2			118.25
		Net Pay			\$0.00

Your federal taxable wages this period are \$518.50

Earnings Statement



Period Beginning: 05/30/2010
Period Ending: 06/05/2010
Pay Date: 06/11/2010

DELORES PRESCOTT
PO BOX 419
REMBERT, SC 29128

NACA JD

[REDACTED]

Delores Prescott
4/20/10

45

UCB-1038
REV. 5/98

SOUTH CAROLINA EMPLOYMENT SECURITY COMMISSION
P. O. BOX 995, COLUMBIA, S. C. 29202

DETERMINATION OF ELIGIBILITY FOR BENEFITS					
CLAIMANT'S NAME		SOCIAL SECURITY NUMBER	L. O. NO.	TYPE	CATEGORY
DELORES PRESCOTT			900	I	01
WEEKLY BENEFIT AMOUNT	MAXIMUM BENEFIT AMOUNT	EFFECTIVE DATE	BENEFIT YEAR ENDS	DATE OF NOTICE	
\$ 326.00	\$ 8,476.00	03/28/10	10/04/10	04/16/10	

It has been determined that you are eligible without disqualification for unemployment compensation. This determination is made based on the South Carolina Employment Security Law and on evidence available at the time of this notice.

☒ The last separation was from a non-labile employer.

B6J (Official Form 6J) (12/07)

In re Delores Prescott

Case No. **10-05552**

Debtor(s)

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22C.

☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

1. Rent or home mortgage payment (include lot rented for mobile home)		\$	<u>642.50</u>
a.	Are real estate taxes included?	Yes <u>X</u>	No _____
b.	Is property insurance included?	Yes <u>X</u>	No _____
2. Utilities:			
a.	Electricity and heating fuel	\$	<u>125.00</u>
b.	Water and sewer	\$	<u>0.00</u>
c.	Telephone	\$	<u>0.00</u>
d.	Other <u>CELL PHONE/CABLE/INTERNET/HOME PHONE</u>	\$	<u>200.00</u>
3. Home maintenance (repairs and upkeep)		\$	<u>17.00</u>
4. Food		\$	<u>400.00</u>
5. Clothing		\$	<u>32.00</u>
6. Laundry and dry cleaning		\$	<u>15.00</u>
7. Medical and dental expenses		\$	<u>40.00</u>
8. Transportation (not including car payments)		\$	<u>160.00</u>
9. Recreation, clubs and entertainment, newspapers, magazines, etc.		\$	<u>25.00</u>
10. Charitable contributions		\$	<u>0.00</u>
11. Insurance (not deducted from wages or included in home mortgage payments)			
a.	Homeowner's or renter's	\$	<u>0.00</u>
b.	Life	\$	<u>56.00</u>
c.	Health	\$	<u>0.00</u>
d.	Auto	\$	<u>90.00</u>
e.	Other _____	\$	<u>0.00</u>
12. Taxes (not deducted from wages or included in home mortgage payments) (Specify) <u>AUTO PROPERTY TAXES</u>		\$	<u>17.00</u>
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)			
a.	Auto	\$	<u>0.00</u>
b.	Other _____	\$	<u>0.00</u>
c.	Other _____	\$	<u>0.00</u>
14. Alimony, maintenance, and support paid to others		\$	<u>0.00</u>
15. Payments for support of additional dependents not living at your home		\$	<u>0.00</u>
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)		\$	<u>0.00</u>
17. Other <u>AFTER SCHOOL CARE</u>		\$	<u>240.00</u>
Other _____		\$	<u>0.00</u>
18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)		\$	<u>2,059.50</u>
19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document: <u>DEBTOR DOES NOT ANTICIPATE A CHANGE OF EXPENSES</u>			
20. STATEMENT OF MONTHLY NET INCOME			
a.	Average monthly income from Line 15 of Schedule I	\$	<u>2,490.22</u>
b.	Average monthly expenses from Line 18 above	\$	<u>2,059.50</u>
c.	Monthly net income (a. minus b.)	\$	<u>430.72</u>

United States Bankruptcy Court
District of South Carolina

In re Delores Prescott

Debtor(s)

Case No. 10-05552
Chapter 13

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 29 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date August 15, 2010

Signature /s/ Delores Prescott
Delores Prescott
Debtor

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

B7 (Official Form 7) (04/10)

United States Bankruptcy Court
District of South Carolina

In re Delores Prescott

Debtor(s)

Case No. 10-05552

Chapter 13

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. If the answer to an applicable question is "None," mark the box labeled "None." If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

1. Income from employment or operation of business

None

☐

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$11,182.00	2010 YTD: MEDIX STAFFING SOLUTIONS(DEBTOR) /ROBERT HALF INTERNATIONAL (DEBTOR) / PEOPLE 2.0(DEBTOR)
\$7,653.00	2009: 1099 INCOME FOR MEDICAL BILLING(DEBTOR) / CENTRAL CAROLINA TECH COLLEGE(DEBTOR) / PEOPLE 2.0(DEBTOR) / GRADESEEK(DEBTOR)
\$54,948.00	2008: FAMILY MEDICINE CENTERS OF SC(DEBTOR) / CENTRAL CAROLINA TECH COLLEGE(DEBTOR) / 1099 INCOME FOR MEDICAL BILLING(DEBTOR)
\$52,637.00	2007: FAMILY MEDICINE CENTERS OF SC(DEBTOR)

2. Income other than from employment or operation of business

None ☐ State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$3,559.00	2010 YTD: UNEMPLOYMENT / TAX REFUND FOR TAX YEAR 2009
\$17,706.00	2009: UNEMPLOYMENT / TAX REFUND FOR TAX YEAR 2008 / FIDELITY INVESTMENT CASH OUT
\$6,237.00	2008: TAX REFUND FOR TAX YEAR 2007 / FIDELITY INVESTMENTS DISBURSEMENT
\$551.00	2007: TAX REFUND FOR TAX YEAR 2006

3. Payments to creditors

None ☐ Complete a. or b., as appropriate, and c.

a. *Individual or joint debtor(s) with primarily consumer debts.* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
WELLS FARGO HOME MORTGAGE 3476 STATEVIEW BLVD Fort Mill, SC 29715	05/2010; 06/2010	\$1,126.10	\$75,000.00
SANTANDER CONSUMER USA PO BOX 961245 Fort Worth, TX 76161	04/2010	\$664.00	\$18,000.00

None ☒ b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,850*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
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None ☒ c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
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* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

4. Suits and administrative proceedings, executions, garnishments and attachments

- None ☐ a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT
AND CASE NUMBER
**WELLS FARGO BANK
vs
DELORES PRESCOTT**

NATURE OF
PROCEEDING
**BREACH OF
CONTRACT**

COURT OR AGENCY
AND LOCATION
**STATE OF SOUTH CAROLINA
COUNTY OF SUMTER
COURT OF COMMON PLEAS**

STATUS OR
DISPOSITION
**FORECLOSURE
RE PENDING**

CASE#2010CP4300823

- None ☒ b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE
BENEFIT PROPERTY WAS SEIZED

DATE OF SEIZURE

DESCRIPTION AND VALUE OF
PROPERTY

5. Repossessions, foreclosures and returns

- None ☒ List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF
CREDITOR OR SELLER

DATE OF REPOSSESSION,
FORECLOSURE SALE,
TRANSFER OR RETURN

DESCRIPTION AND VALUE OF
PROPERTY

6. Assignments and receiverships

- None ☒ a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE

DATE OF
ASSIGNMENT

TERMS OF ASSIGNMENT OR SETTLEMENT

- None ☒ b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS
OF CUSTODIAN

NAME AND LOCATION
OF COURT
CASE TITLE & NUMBER

DATE OF
ORDER

DESCRIPTION AND VALUE OF
PROPERTY

7. Gifts

- None ☒ List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF
PERSON OR ORGANIZATION

RELATIONSHIP TO
DEBTOR, IF ANY

DATE OF GIFT

DESCRIPTION AND
VALUE OF GIFT

8. Losses

- None ☒ List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case or since the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
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9. Payments related to debt counseling or bankruptcy

- None ☐ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
MOSS & ASSOCIATES, ATTORNEYS P.A. 816 ELMWOOD AVENUE COLUMBIA, SC 29201	08/2010	ATTORNEY'S FEE: \$625.00 FILING FEE: \$274.00

10. Other transfers

- None ☒ a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
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- None ☒ b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
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11. Closed financial accounts

- None ☐ List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
FIDELITY INVESTMENTS 82 DEVONSHIRE STREET KW1C Boston, MA 02109	RETIREMENT	CLOSED 2009; DEBTOR RECEIVED (\$140.60) AND USED TOWARDS MONTHLY BILLS AS DEBTOR WAS UNEMPLOYED

12. Safe deposit boxes

- None ☐ List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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13. Setoffs

- None ☐ List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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14. Property held for another person

- None ☐ List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
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15. Prior address of debtor

- None ☐ If the debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
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16. Spouses and Former Spouses

- None ☐ If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

- None ☐ a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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- None ☐ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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- None ☐ c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
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18. Nature, location and name of business

- None ☐ a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
N/A - SOLE PROPRIETORSHIP	[REDACTED]	PO BOX 419 Rembert, SC 29128	BUSINESS WAS A SOLE PROPRIETORSHIP; DEBTOR RECEIVED 1099 INCOME FOR SERVICES AS A MEDICAL BILLING REPRESENTATIVE; DEBTOR DID NOT HAVE EMPLOYEES OR ACCOUNTS RECEIVABLE; DEBTOR DID NOT HAVE INVENTORY OR TOOLS OF TRADE AS THEY WERE PROVIDED BY EMPLOYER; DEBTOR STOPPED OPERATION OF THIS BUSINESS IN 2009	2008 - 2009

- None ☐ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
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The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

(An individual or joint debtor should complete this portion of the statement only if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

19. Books, records and financial statements

- None ☐ a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS

DATES SERVICES RENDERED

- None ☐ b. List all firms or individuals who within the **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME

ADDRESS

DATES SERVICES RENDERED

- None ☐ c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME

ADDRESS

- None ☐ d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

NAME AND ADDRESS

DATE ISSUED

20. Inventories

- None ☐ a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY

INVENTORY SUPERVISOR

DOLLAR AMOUNT OF INVENTORY
(Specify cost, market or other basis)

- None ☐ b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

DATE OF INVENTORY

NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY
RECORDS

21. Current Partners, Officers, Directors and Shareholders

- None ☐ a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS

NATURE OF INTEREST

PERCENTAGE OF INTEREST

- None ☐ b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS

TITLE

NATURE AND PERCENTAGE
OF STOCK OWNERSHIP

22 . Former partners, officers, directors and shareholders

None ☒ a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL
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None ☒ b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION
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23 . Withdrawals from a partnership or distributions by a corporation

None ☒ If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
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24. Tax Consolidation Group.

None ☒ If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION	TAXPAYER IDENTIFICATION NUMBER (EIN)
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25. Pension Funds.

None ☒ If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

NAME OF PENSION FUND	TAXPAYER IDENTIFICATION NUMBER (EIN)
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DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date August 15, 2010

Signature /s/ Delores Prescott
Delores Prescott
Debtor

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

B22C (Official Form 22C) (Chapter 13) (04/10)

In re Delores Prescott
Debtor(s)
Case Number: 10-05552
(If known)

According to the calculations required by this statement:

- ☒ The applicable commitment period is 3 years.
☐ The applicable commitment period is 5 years.
☐ Disposable income is determined under § 1325(b)(3).
☒ Disposable income is not determined under § 1325(b)(3).
(Check the boxes as directed in Lines 17 and 23 of this statement.)

CHAPTER 13 STATEMENT OF CURRENT MONTHLY INCOME AND CALCULATION OF COMMITMENT PERIOD AND DISPOSABLE INCOME

In addition to Schedules I and J, this statement must be completed by every individual chapter 13 debtor, whether or not filing jointly. Joint debtors may complete one statement only.

Part I. REPORT OF INCOME				
1	Marital/filing status. Check the box that applies and complete the balance of this part of this statement as directed. a. ☒ Unmarried. Complete only Column A ("Debtor's Income") for Lines 2-10. b. ☐ Married. Complete both Column A ("Debtor's Income") and Column B ("Spouse's Income") for Lines 2-10. All figures must reflect average monthly income received from all sources, derived during the six calendar months prior to filing the bankruptcy case, ending on the last day of the month before the filing. If the amount of monthly income varied during the six months, you must divide the six-month total by six, and enter the result on the appropriate line.			
2	Gross wages, salary, tips, bonuses, overtime, commissions.	\$	2,762.50	\$
3	Income from the operation of a business, profession, or farm. Subtract Line b from Line a and enter the difference in the appropriate column(s) of Line 3. If you operate more than one business, profession or farm, enter aggregate numbers and provide details on an attachment. Do not enter a number less than zero. Do not include any part of the business expenses entered on Line b as a deduction in Part IV.			
		Debtor	Spouse	
	a. Gross receipts	\$ 0.00	\$	
	b. Ordinary and necessary business expenses	\$ 0.00	\$	
	c. Business income	Subtract Line b from Line a		\$ 0.00 \$
4	Rents and other real property income. Subtract Line b from Line a and enter the difference in the appropriate column(s) of Line 4. Do not enter a number less than zero. Do not include any part of the operating expenses entered on Line b as a deduction in Part IV.			
		Debtor	Spouse	
	a. Gross receipts	\$ 0.00	\$	
	b. Ordinary and necessary operating expenses	\$ 0.00	\$	
	c. Rent and other real property income	Subtract Line b from Line a		\$ 0.00 \$
5	Interest, dividends, and royalties.			
		\$ 0.00	\$	
6	Pension and retirement income.			
		\$ 0.00	\$	
7	Any amounts paid by another person or entity, on a regular basis, for the household expenses of the debtor or the debtor's dependents, including child support paid for that purpose. Do not include alimony or separate maintenance payments or amounts paid by the debtor's spouse.			
		\$ 0.00	\$	
8	Unemployment compensation. Enter the amount in the appropriate column(s) of Line 8. However, if you contend that unemployment compensation received by you or your spouse was a benefit under the Social Security Act, do not list the amount of such compensation in Column A or B, but instead state the amount in the space below:			
	Unemployment compensation claimed to be a benefit under the Social Security Act	Debtor \$ 0.00	Spouse \$	\$ 0.00 \$

9	Income from all other sources. Specify source and amount. If necessary, list additional sources on a separate page. Total and enter on Line 9. Do not include alimony or separate maintenance payments paid by your spouse, but include all other payments of alimony or separate maintenance. Do not include any benefits received under the Social Security Act or payments received as a victim of a war crime, crime against humanity, or as a victim of international or domestic terrorism.														
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%;"></th> <th style="width: 10%; text-align: center;">Debtor</th> <th style="width: 10%; text-align: center;">Spouse</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td></td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>b.</td> <td></td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> </tbody> </table>			Debtor	Spouse	a.		\$	\$	b.		\$	\$	\$ 0.00	\$
		Debtor	Spouse												
a.		\$	\$												
b.		\$	\$												
10	Subtotal. Add Lines 2 thru 9 in Column A, and, if Column B is completed, add Lines 2 through 9 in Column B. Enter the total(s).		\$ 2,762.50												
11	Total. If Column B has been completed, add Line 10, Column A to Line 10, Column B, and enter the total. If Column B has not been completed, enter the amount from Line 10, Column A.		\$ 2,762.50												
Part II. CALCULATION OF § 1325(b)(4) COMMITMENT PERIOD															
12	Enter the amount from Line 11		\$ 2,762.50												
13	Marital Adjustment. If you are married, but are not filing jointly with your spouse, AND if you contend that calculation of the commitment period under § 1325(b)(4) does not require inclusion of the income of your spouse, enter on Line 13 the amount of the income listed in Line 10, Column B that was NOT paid on a regular basis for the household expenses of you or your dependents and specify, in the lines below, the basis for excluding this income (such as payment of the spouse's tax liability or the spouse's support of persons other than the debtor or the debtor's dependents) and the amount of income devoted to each purpose. If necessary, list additional adjustments on a separate page. If the conditions for entering this adjustment do not apply, enter zero.														
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 5%;">a.</td> <td style="width: 40%;"></td> <td style="width: 10%; text-align: center;">\$</td> </tr> <tr> <td>b.</td> <td></td> <td style="text-align: center;">\$</td> </tr> <tr> <td>c.</td> <td></td> <td style="text-align: center;">\$</td> </tr> </tbody> </table>	a.		\$	b.		\$	c.		\$					
a.		\$													
b.		\$													
c.		\$													
	Total and enter on Line 13		\$ 0.00												
14	Subtract Line 13 from Line 12 and enter the result.		\$ 2,762.50												
15	Annualized current monthly income for § 1325(b)(4). Multiply the amount from Line 14 by the number 12 and enter the result.		\$ 33,150.00												
16	Applicable median family income. Enter the median family income for applicable state and household size. (This information is available by family size at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) a. Enter debtor's state of residence: <u>SC</u> b. Enter debtor's household size: <u>2</u>		\$ 51,191.00												
17	Application of § 1325(b)(4). Check the applicable box and proceed as directed. ☒ The amount on Line 15 is less than the amount on Line 16. Check the box for "The applicable commitment period is 3 years" at the top of page 1 of this statement and continue with this statement. ☐ The amount on Line 15 is not less than the amount on Line 16. Check the box for "The applicable commitment period is 5 years" at the top of page 1 of this statement and continue with this statement.														
Part III. APPLICATION OF § 1325(b)(3) FOR DETERMINING DISPOSABLE INCOME															
18	Enter the amount from Line 11.		\$ 2,762.50												
19	Marital Adjustment. If you are married, but are not filing jointly with your spouse, enter on Line 19 the total of any income listed in Line 10, Column B that was NOT paid on a regular basis for the household expenses of the debtor or the debtor's dependents. Specify in the lines below the basis for excluding the Column B income (such as payment of the spouse's tax liability or the spouse's support of persons other than the debtor or the debtor's dependents) and the amount of income devoted to each purpose. If necessary, list additional adjustments on a separate page. If the conditions for entering this adjustment do not apply, enter zero.														
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 5%;">a.</td> <td style="width: 40%;"></td> <td style="width: 10%; text-align: center;">\$</td> </tr> <tr> <td>b.</td> <td></td> <td style="text-align: center;">\$</td> </tr> <tr> <td>c.</td> <td></td> <td style="text-align: center;">\$</td> </tr> </tbody> </table>	a.		\$	b.		\$	c.		\$					
a.		\$													
b.		\$													
c.		\$													
	Total and enter on Line 19.		\$ 0.00												
20	Current monthly income for § 1325(b)(3). Subtract Line 19 from Line 18 and enter the result.		\$ 2,762.50												

21	Annualized current monthly income for § 1325(b)(3). Multiply the amount from Line 20 by the number 12 and enter the result.	\$ 33,150.00																								
22	Applicable median family income. Enter the amount from Line 16.	\$ 51,191.00																								
23	Application of § 1325(b)(3). Check the applicable box and proceed as directed. ☐ The amount on Line 21 is more than the amount on Line 22. Check the box for "Disposable income is determined under § 1325(b)(3)" at the top of page 1 of this statement and complete the remaining parts of this statement. ☒ The amount on Line 21 is not more than the amount on Line 22. Check the box for "Disposable income is not determined under § 1325(b)(3)" at the top of page 1 of this statement and complete Part VII of this statement. Do not complete Parts IV, V, or VI.																									
Part IV. CALCULATION OF DEDUCTIONS FROM INCOME																										
Subpart A: Deductions under Standards of the Internal Revenue Service (IRS)																										
24A	National Standards: food, apparel and services, housekeeping supplies, personal care, and miscellaneous. Enter in Line 24A the "Total" amount from IRS National Standards for Allowable Living Expenses for the applicable household size. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)	\$																								
24B	National Standards: health care. Enter in Line a1 below the amount from IRS National Standards for Out-of-Pocket Health Care for persons under 65 years of age, and in Line a2 the IRS National Standards for Out-of-Pocket Health Care for persons 65 years of age or older. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) Enter in Line b1 the number of members of your household who are under 65 years of age, and enter in Line b2 the number of members of your household who are 65 years of age or older. (The total number of household members must be the same as the number stated in Line 16b.) Multiply Line a1 by Line b1 to obtain a total amount for household members under 65, and enter the result in Line c1. Multiply Line a2 by Line b2 to obtain a total amount for household members 65 and older, and enter the result in Line c2. Add Lines c1 and c2 to obtain a total health care amount, and enter the result in Line 24B. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">Household members under 65 years of age</th> <th colspan="3">Household members 65 years of age or older</th> </tr> </thead> <tbody> <tr> <td style="width: 5%;">a1.</td> <td style="width: 40%;">Allowance per member</td> <td style="width: 15%;"></td> <td style="width: 5%;">a2.</td> <td style="width: 40%;">Allowance per member</td> <td style="width: 15%;"></td> </tr> <tr> <td>b1.</td> <td>Number of members</td> <td></td> <td>b2.</td> <td>Number of members</td> <td></td> </tr> <tr> <td>c1.</td> <td>Subtotal</td> <td></td> <td>c2.</td> <td>Subtotal</td> <td></td> </tr> </tbody> </table>	Household members under 65 years of age			Household members 65 years of age or older			a1.	Allowance per member		a2.	Allowance per member		b1.	Number of members		b2.	Number of members		c1.	Subtotal		c2.	Subtotal		\$
Household members under 65 years of age			Household members 65 years of age or older																							
a1.	Allowance per member		a2.	Allowance per member																						
b1.	Number of members		b2.	Number of members																						
c1.	Subtotal		c2.	Subtotal																						
25A	Local Standards: housing and utilities; non-mortgage expenses. Enter the amount of the IRS Housing and Utilities Standards; non-mortgage expenses for the applicable county and household size. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)	\$																								
25B	Local Standards: housing and utilities; mortgage/rent expense. Enter, in Line a below, the amount of the IRS Housing and Utilities Standards; mortgage/rent expense for your county and household size (this information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court); enter on Line b the total of the Average Monthly Payments for any debts secured by your home, as stated in Line 47; subtract Line b from Line a and enter the result in Line 25B. Do not enter an amount less than zero. <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 5%;">a.</td> <td style="width: 55%;">IRS Housing and Utilities Standards; mortgage/rent Expense</td> <td style="width: 40%;">\$</td> </tr> <tr> <td>b.</td> <td>Average Monthly Payment for any debts secured by your home, if any, as stated in Line 47</td> <td>\$</td> </tr> <tr> <td>c.</td> <td>Net mortgage/rental expense</td> <td>Subtract Line b from Line a.</td> </tr> </tbody> </table>	a.	IRS Housing and Utilities Standards; mortgage/rent Expense	\$	b.	Average Monthly Payment for any debts secured by your home, if any, as stated in Line 47	\$	c.	Net mortgage/rental expense	Subtract Line b from Line a.	\$															
a.	IRS Housing and Utilities Standards; mortgage/rent Expense	\$																								
b.	Average Monthly Payment for any debts secured by your home, if any, as stated in Line 47	\$																								
c.	Net mortgage/rental expense	Subtract Line b from Line a.																								
26	Local Standards: housing and utilities; adjustment. If you contend that the process set out in Lines 25A and 25B does not accurately compute the allowance to which you are entitled under the IRS Housing and Utilities Standards, enter any additional amount to which you contend you are entitled, and state the basis for your contention in the space below:	\$																								
27A	Local Standards: transportation; vehicle operation/public transportation expense. You are entitled to an expense allowance in this category regardless of whether you pay the expenses of operating a vehicle and regardless of whether you use public transportation. Check the number of vehicles for which you pay the operating expenses or for which the operating expenses are included as a contribution to your household expenses in Line 7. ☐ 0 ☐ 1 ☐ 2 or more. If you checked 0, enter on Line 27A the "Public Transportation" amount from IRS Local Standards: Transportation. If you checked 1 or 2 or more, enter on Line 27A the "Operating Costs" amount from IRS Local Standards: Transportation for the applicable number of vehicles in the applicable Metropolitan Statistical Area or Census Region. (These amounts are available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)	\$																								

27B	Local Standards: transportation; additional public transportation expense. If you pay the operating expenses for a vehicle and also use public transportation, and you contend that you are entitled to an additional deduction for your public transportation expenses, enter on Line 27B the "Public Transportation" amount from the IRS Local Standards: Transportation. (This amount is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)	\$									
28	Local Standards: transportation ownership/lease expense; Vehicle 1. Check the number of vehicles for which you claim an ownership/lease expense. (You may not claim an ownership/lease expense for more than two vehicles.) ☐ 1 ☐ 2 or more. Enter, in Line a below, the "Ownership Costs" for "One Car" from the IRS Local Standards: Transportation (available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court); enter in Line b the total of the Average Monthly Payments for any debts secured by Vehicle 1, as stated in Line 47; subtract Line b from Line a and enter the result in Line 28. Do not enter an amount less than zero. <table border="1" style="width: 100%; margin-top: 5px;"> <tr> <td style="width: 5%; text-align: center;">a.</td><td style="width: 75%;">IRS Transportation Standards, Ownership Costs</td><td style="width: 20%; text-align: right;">\$</td></tr> <tr> <td style="text-align: center;">b.</td><td>Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 47</td><td style="text-align: right;">\$</td></tr> <tr> <td style="text-align: center;">c.</td><td>Net ownership/lease expense for Vehicle 1</td><td style="text-align: right;">Subtract Line b from Line a.</td></tr> </table>	a.	IRS Transportation Standards, Ownership Costs	\$	b.	Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 47	\$	c.	Net ownership/lease expense for Vehicle 1	Subtract Line b from Line a.	\$
a.	IRS Transportation Standards, Ownership Costs	\$									
b.	Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 47	\$									
c.	Net ownership/lease expense for Vehicle 1	Subtract Line b from Line a.									
29	Local Standards: transportation ownership/lease expense; Vehicle 2. Complete this Line only if you checked the "2 or more" Box in Line 28. Enter, in Line a below, the "Ownership Costs" for "One Car" from the IRS Local Standards: Transportation (available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court); enter in Line b the total of the Average Monthly Payments for any debts secured by Vehicle 2, as stated in Line 47; subtract Line b from Line a and enter the result in Line 29. Do not enter an amount less than zero. <table border="1" style="width: 100%; margin-top: 5px;"> <tr> <td style="width: 5%; text-align: center;">a.</td><td style="width: 75%;">IRS Transportation Standards, Ownership Costs</td><td style="width: 20%; text-align: right;">\$</td></tr> <tr> <td style="text-align: center;">b.</td><td>Average Monthly Payment for any debts secured by Vehicle 2, as stated in Line 47</td><td style="text-align: right;">\$</td></tr> <tr> <td style="text-align: center;">c.</td><td>Net ownership/lease expense for Vehicle 2</td><td style="text-align: right;">Subtract Line b from Line a.</td></tr> </table>	a.	IRS Transportation Standards, Ownership Costs	\$	b.	Average Monthly Payment for any debts secured by Vehicle 2, as stated in Line 47	\$	c.	Net ownership/lease expense for Vehicle 2	Subtract Line b from Line a.	\$
a.	IRS Transportation Standards, Ownership Costs	\$									
b.	Average Monthly Payment for any debts secured by Vehicle 2, as stated in Line 47	\$									
c.	Net ownership/lease expense for Vehicle 2	Subtract Line b from Line a.									
30	Other Necessary Expenses: taxes. Enter the total average monthly expense that you actually incur for all federal, state, and local taxes, other than real estate and sales taxes, such as income taxes, self employment taxes, social security taxes, and Medicare taxes. Do not include real estate or sales taxes.	\$									
31	Other Necessary Expenses: mandatory deductions for employment. Enter the total average monthly payroll deductions that are required for your employment, such as mandatory retirement contributions, union dues, and uniform costs. Do not include discretionary amounts, such as voluntary 401(k) contributions.	\$									
32	Other Necessary Expenses: life insurance. Enter total average monthly premiums that you actually pay for term life insurance for yourself. Do not include premiums for insurance on your dependents, for whole life or for any other form of insurance.	\$									
33	Other Necessary Expenses: court-ordered payments. Enter the total monthly amount that you are required to pay pursuant to the order of a court or administrative agency, such as spousal or child support payments. Do not include payments on past due obligations included in line 49.	\$									
34	Other Necessary Expenses: education for employment or for a physically or mentally challenged child. Enter the total average monthly amount that you actually expend for education that is a condition of employment and for education that is required for a physically or mentally challenged dependent child for whom no public education providing similar services is available.	\$									
35	Other Necessary Expenses: childcare. Enter the total average monthly amount that you actually expend on childcare - such as baby-sitting, day care, nursery and preschool. Do not include other educational payments.	\$									
36	Other Necessary Expenses: health care. Enter the average monthly amount that you actually expend on health care that is required for the health and welfare of yourself or your dependents, that is not reimbursed by insurance or paid by a health savings account, and that is in excess of the amount entered in Line 24B. Do not include payments for health insurance or health savings accounts listed in Line 39.	\$									
37	Other Necessary Expenses: telecommunication services. Enter the total average monthly amount that you actually pay for telecommunication services other than your basic home telephone and cell phone service - such as pagers, call waiting, caller id, special long distance, or internet service-to the extent necessary for your health and welfare or that of your dependents. Do not include any amount previously deducted.	\$									
38	Total Expenses Allowed under IRS Standards. Enter the total of Lines 24 through 37.	\$									
Subpart B: Additional Living Expense Deductions Note: Do not include any expenses that you have listed in Lines 24-37											

39	Health Insurance, Disability Insurance, and Health Savings Account Expenses. List the monthly expenses in the categories set out in lines a-c below that are reasonably necessary for yourself, your spouse, or your dependents. <table border="1" data-bbox="272 289 1133 394"> <tr> <td>a.</td> <td>Health Insurance</td> <td>\$</td> </tr> <tr> <td>b.</td> <td>Disability Insurance</td> <td>\$</td> </tr> <tr> <td>c.</td> <td>Health Savings Account</td> <td>\$</td> </tr> </table> Total and enter on Line 39 If you do not actually expend this total amount, state your actual total average monthly expenditures in the space below: \$	a.	Health Insurance	\$	b.	Disability Insurance	\$	c.	Health Savings Account	\$	\$
a.	Health Insurance	\$									
b.	Disability Insurance	\$									
c.	Health Savings Account	\$									
40	Continued contributions to the care of household or family members. Enter the total average actual monthly expenses that you will continue to pay for the reasonable and necessary care and support of an elderly, chronically ill, or disabled member of your household or member of your immediate family who is unable to pay for such expenses. Do not include payments listed in Line 34.	\$									
41	Protection against family violence. Enter the total average reasonably necessary monthly expenses that you actually incur to maintain the safety of your family under the Family Violence Prevention and Services Act or other applicable federal law. The nature of these expenses is required to be kept confidential by the court.	\$									
42	Home energy costs. Enter the total average monthly amount, in excess of the allowance specified by IRS Local Standards for Housing and Utilities, that you actually expend for home energy costs. You must provide your case trustee with documentation of your actual expenses, and you must demonstrate that the additional amount claimed is reasonable and necessary.	\$									
43	Education expenses for dependent children under 18. Enter the total average monthly expenses that you actually incur, not to exceed \$147.92 per child, for attendance at a private or public elementary or secondary school by your dependent children less than 18 years of age. You must provide your case trustee with documentation of your actual expenses, and you must explain why the amount claimed is reasonable and necessary and not already accounted for in the IRS Standards.	\$									
44	Additional food and clothing expense. Enter the total average monthly amount by which your food and clothing expenses exceed the combined allowances for food and clothing (apparel and services) in the IRS National Standards, not to exceed 5% of those combined allowances. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) You must demonstrate that the additional amount claimed is reasonable and necessary.	\$									
45	Charitable contributions. Enter the amount reasonably necessary for you to expend each month on charitable contributions in the form of cash or financial instruments to a charitable organization as defined in 26 U.S.C. § 170(c)(1)-(2). Do not include any amount in excess of 15% of your gross monthly income.	\$									
46	Total Additional Expense Deductions under § 707(b). Enter the total of Lines 39 through 45.	\$									

Subpart C: Deductions for Debt Payment

47	Future payments on secured claims. For each of your debts that is secured by an interest in property that you own, list the name of creditor, identify the property securing the debt, state the Average Monthly Payment, and check whether the payment includes taxes or insurance. The Average Monthly Payment is the total of all amounts scheduled as contractually due to each Secured Creditor in the 60 months following the filing of the bankruptcy case, divided by 60. If necessary, list additional entries on a separate page. Enter the total of the Average Monthly Payments on Line 47.			
	Name of Creditor	Property Securing the Debt	Average Monthly Payment	Does payment include taxes or insurance
a.			\$	☐ yes ☐ no
	Total: Add Lines			\$
48	Other payments on secured claims. If any of debts listed in Line 47 are secured by your primary residence, a motor vehicle, or other property necessary for your support or the support of your dependents, you may include in your deduction 1/60th of any amount (the "cure amount") that you must pay the creditor in addition to the payments listed in Line 47, in order to maintain possession of the property. The cure amount would include any sums in default that must be paid in order to avoid repossession or foreclosure. List and total any such amounts in the following chart. If necessary, list additional entries on a separate page.			
	Name of Creditor	Property Securing the Debt	1/60th of the Cure Amount	
a.			\$	
	Total: Add Lines			\$
49	Payments on prepetition priority claims. Enter the total amount, divided by 60, of all priority claims, such as priority tax, child support and alimony claims, for which you were liable at the time of your bankruptcy filing. Do not include current obligations, such as those set out in Line 33.			\$
50	Chapter 13 administrative expenses. Multiply the amount in Line a by the amount in Line b, and enter the resulting administrative expense.			
a.	Projected average monthly Chapter 13 plan payment.		\$	
b.	Current multiplier for your district as determined under schedules issued by the Executive Office for United States Trustees. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)		x	
c.	Average monthly administrative expense of Chapter 13 case		Total: Multiply Lines a and b	\$
51	Total Deductions for Debt Payment. Enter the total of Lines 47 through 50.			\$

Subpart D: Total Deductions from Income

52	Total of all deductions from income. Enter the total of Lines 38, 46, and 51.	\$
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Part V. DETERMINATION OF DISPOSABLE INCOME UNDER § 1325(b)(2)

53	Total current monthly income. Enter the amount from Line 20.	\$
54	Support income. Enter the monthly average of any child support payments, foster care payments, or disability payments for a dependent child, reported in Part I, that you received in accordance with applicable nonbankruptcy law, to the extent reasonably necessary to be expended for such child.	\$
55	Qualified retirement deductions. Enter the monthly total of (a) all amounts withheld by your employer from wages as contributions for qualified retirement plans, as specified in § 541(b)(7) and (b) all required repayments of loans from retirement plans, as specified in § 362(b)(19).	\$
56	Total of all deductions allowed under § 707(b)(2). Enter the amount from Line 52.	\$

RESPONDENT'S

EXHIBIT B

**Order Dismissing in *In re Prescott*, Case No. 10-5552-dd (Bankr. D.S.C. Jan. 19, 2011)
(Filed as Exhibit B to Wells Fargo's Memorandum in Support of Summary
Judgment)).**

United States Bankruptcy Court – District of South Carolina
J. Bratton Davis United States
Bankruptcy Courthouse
1100 Laurel Street
Columbia, SC 29201-2423

Case Number: 10-05552-dd

Chapter: 13

In re: (Debtor(s) name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address)

Delores Prescott
aka Delores Camon Prescott, fka Delores Camon
PO Box 419
Rembert, SC 29128

SSN: xxx-xx-6267

Entered By The Court
1/19/11

ORDER

Filed By The Court
1/19/11
Tammi M. Hellwig
Clerk of Court
US Bankruptcy Court

This matter comes before the Court for a confirmation hearing to consider the plan filed with this Court on 11/24/2010 pursuant to Chapter 13 of the Bankruptcy Code (11 U.S.C. Sec. 1301 et seq). Notice for this hearing was given to all parties in interest as required by 11 U.S.C. Sec. 1324. Following a hearing, the Court finds and concludes as marked below:

- ☐ C-I. The plan as presently filed will be confirmed if the trustee recommends confirmation.
- ☐ C-II. The plan does not currently comply with the requirements of Chapter 13. Therefore, confirmation of the plan as presently filed is denied. The debtor(s) is/are given ten (10) days from the date of this Order within which to propose and file an amended plan, along with an affidavit which certifies that a copy of such amended plan was mailed to the holder of any claim whose rights may have been adversely affected by any amendment to the plan as previously filed. If no such amended plan and/or certificate of mailing is filed, this case may be dismissed without further notice or hearing. If filed, the amended plan may be confirmed without further notice or hearing upon the trustee's recommendation.
- ☒ C-III.A. The plan does not comply with the requirements of Chapter 13. Therefore, confirmation is denied and the case is hereby dismissed.
- ☐ C-III.B. The plan does not comply with the requirements of Chapter 13. Therefore, confirmation is denied and the case is hereby dismissed with prejudice based upon a previous Order directing that any dismissal of this case would be with prejudice. The debtor(s) is/are hereby directed not to file a Petition under Chapter 13 for a period of one-hundred eighty (180) days from the entry of this Order.
- ☐ C-IV. Confirmation of the plan is denied. The case will be dismissed unless a motion to convert to another chapter is filed within ten (10) days.

Any other conditions incident to confirmation which may have been made orally by the Court during the hearing are hereby made a part of this order.

AND IT IS SO ORDERED.

Document 29 – 22



United States Bankruptcy Judge

RESPONDENT'S

EXHIBIT B & C

Summary of Schedules, at 17 (Dkt. No. 1 in *In re Prescott*, Case No. 11-01994-dd (Bankr. D.S.C. Mar. 28, 2011) (Filed as **Exhibit B** to **Wells Fargo's Memorandum in Opposition to Motion to Dismiss**)).

AND

Filed as **Exhibit C** to **Wells Fargo's Memorandum in Support of Summary Judgment**.

BI (Official Form 1)(4/10)

United States Bankruptcy Court District of South Carolina				Voluntary Petition																															
Name of Debtor (if individual, enter Last, First, Middle): Prescott, Delores			Name of Joint Debtor (Spouse) (Last, First, Middle):																																
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): FKA Delores Camon; AKA Delores Camon Prescott			All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):																																
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) [REDACTED]			Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)																																
Street Address of Debtor (No. and Street, City, and State): 6365 Saxton Road Rembert, SC ZIP Code 29128			Street Address of Joint Debtor (No. and Street, City, and State): ZIP Code																																
County of Residence or of the Principal Place of Business: Sumter			County of Residence or of the Principal Place of Business:																																
Mailing Address of Debtor (if different from street address): PO Box 419 Rembert, SC ZIP Code 29128			Mailing Address of Joint Debtor (if different from street address): ZIP Code																																
Location of Principal Assets of Business Debtor (if different from street address above):																																			
Type of Debtor (Form of Organization) (Check one box) ☒ Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> ☐ Corporation (includes LLC and LLP) ☐ Partnership ☐ Other (If debtor is not one of the above entities, check this box and state type of entity below.)		Nature of Business (Check one box) ☐ Health Care Business ☐ Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) ☐ Railroad ☐ Stockbroker ☐ Commodity Broker ☐ Clearing Bank ☐ Other Tax-Exempt Entity (Check box, if applicable): ☐ Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).		Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) ☐ Chapter 7 ☐ Chapter 9 ☐ Chapter 11 ☐ Chapter 12 ☒ Chapter 13 ☐ Chapter 15 Petition for Recognition of a Foreign Main Proceeding ☐ Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding Nature of Debts (Check one box) ☒ Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." ☐ Debts are primarily business debts.																															
Filing Fee (Check one box) ☒ Full Filing Fee attached ☐ Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. ☐ Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.			Chapter 11 Debtors Check one box: ☐ Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). ☐ Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,343,300 (amount subject to adjustment on 4/01/13 and every three years thereafter). Check all applicable boxes: ☐ A plan is being filed with this petition. ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).																																
Statistical/Administrative Information ☒ Debtor estimates that funds will be available for distribution to unsecured creditors. ☐ Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors. Estimated Number of Creditors <table style="width: 100%; font-size: small;"><tr><td>☒ 1-49</td><td>☐ 50-99</td><td>☐ 100-199</td><td>☐ 200-999</td><td>☐ 1,000-5,000</td><td>☐ 5,001-10,000</td><td>☐ 10,001-25,000</td><td>☐ 25,001-50,000</td><td>☐ 50,001-100,000</td><td>☐ OVER 100,000</td></tr></table> Estimated Assets <table style="width: 100%; font-size: small;"><tr><td>☐ \$0 to \$50,000</td><td>☐ \$50,001 to \$100,000</td><td>☒ \$100,001 to \$500,000</td><td>☐ \$500,001 to \$1 million</td><td>☐ \$1,000,001 to \$10 million</td><td>☐ \$10,000,001 to \$50 million</td><td>☐ \$50,000,001 to \$100 million</td><td>☐ \$100,000,001 to \$500 million</td><td>☐ \$500,000,001 to \$1 billion</td><td>☐ More than \$1 billion</td></tr></table> Estimated Liabilities <table style="width: 100%; font-size: small;"><tr><td>☐ \$0 to \$50,000</td><td>☐ \$50,001 to \$100,000</td><td>☒ \$100,001 to \$500,000</td><td>☐ \$500,001 to \$1 million</td><td>☐ \$1,000,001 to \$10 million</td><td>☐ \$10,000,001 to \$50 million</td><td>☐ \$50,000,001 to \$100 million</td><td>☐ \$100,000,001 to \$500 million</td><td>☐ \$500,000,001 to \$1 billion</td><td>☐ More than \$1 billion</td></tr></table>				☒ 1-49	☐ 50-99	☐ 100-199	☐ 200-999	☐ 1,000-5,000	☐ 5,001-10,000	☐ 10,001-25,000	☐ 25,001-50,000	☐ 50,001-100,000	☐ OVER 100,000	☐ \$0 to \$50,000	☐ \$50,001 to \$100,000	☒ \$100,001 to \$500,000	☐ \$500,001 to \$1 million	☐ \$1,000,001 to \$10 million	☐ \$10,000,001 to \$50 million	☐ \$50,000,001 to \$100 million	☐ \$100,000,001 to \$500 million	☐ \$500,000,001 to \$1 billion	☐ More than \$1 billion	☐ \$0 to \$50,000	☐ \$50,001 to \$100,000	☒ \$100,001 to \$500,000	☐ \$500,001 to \$1 million	☐ \$1,000,001 to \$10 million	☐ \$10,000,001 to \$50 million	☐ \$50,000,001 to \$100 million	☐ \$100,000,001 to \$500 million	☐ \$500,000,001 to \$1 billion	☐ More than \$1 billion	THIS SPACE IS FOR COURT USE ONLY	
☒ 1-49	☐ 50-99	☐ 100-199	☐ 200-999	☐ 1,000-5,000	☐ 5,001-10,000	☐ 10,001-25,000	☐ 25,001-50,000	☐ 50,001-100,000	☐ OVER 100,000																										
☐ \$0 to \$50,000	☐ \$50,001 to \$100,000	☒ \$100,001 to \$500,000	☐ \$500,001 to \$1 million	☐ \$1,000,001 to \$10 million	☐ \$10,000,001 to \$50 million	☐ \$50,000,001 to \$100 million	☐ \$100,000,001 to \$500 million	☐ \$500,000,001 to \$1 billion	☐ More than \$1 billion																										
☐ \$0 to \$50,000	☐ \$50,001 to \$100,000	☒ \$100,001 to \$500,000	☐ \$500,001 to \$1 million	☐ \$1,000,001 to \$10 million	☐ \$10,000,001 to \$50 million	☐ \$50,000,001 to \$100 million	☐ \$100,000,001 to \$500 million	☐ \$500,000,001 to \$1 billion	☐ More than \$1 billion																										

Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): Prescott, Delores	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)			
Location Where Filed: South Carolina	Case Number: 10-05552	Date Filed: 8/02/10	
Location Where Filed: District of South Carolina	Case Number: 05-01906	Date Filed: 2/18/05	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)			
Name of Debtor: - None -	Case Number:	Date Filed:	
District:	Relationship:	Judge:	
Exhibit A (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.) ☐ Exhibit A is attached and made a part of this petition.		Exhibit B (To be completed if debtor is an individual whose debts are primarily consumer debts.) I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b). X /s/ JANE RUSCHKY Signature of Attorney for Debtor(s) JANE RUSCHKY 10004 March 28, 2011 (Date)	
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety? ☐ Yes, and Exhibit C is attached and made a part of this petition. ☒ No.			
Exhibit D			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.) ☒ Exhibit D completed and signed by the debtor is attached and made a part of this petition. If this is a joint petition: ☐ Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue (Check any applicable box)			
☒ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. ☐ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District. ☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes)			
☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.) _____ (Name of landlord that obtained judgment) _____ (Address of landlord)			
☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and ☐ Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition. ☐ Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(f)).			

Voluntary Petition <i>(This page must be completed and filed in every case)</i>	Name of Debtor(s): Prescott, Delores
Signatures	
Signature(s) of Debtor(s) (Individual/Joint) I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b). I request relief in accordance with the chapter of title 11, United States Code, specified in this petition. X <u>/s/ Delores Prescott</u> Signature of Debtor Delores Prescott X _____ Signature of Joint Debtor _____ Telephone Number (If not represented by attorney) <u>March 28, 2011</u> Date	Signature of a Foreign Representative I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition. (Check only one box.) ☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached. ☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached. X _____ Signature of Foreign Representative _____ Printed Name of Foreign Representative _____ Date
Signature of Attorney* X <u>/s/ JANE RUSCHKY</u> Signature of Attorney for Debtor(s) <u>JANE RUSCHKY 10004</u> Printed Name of Attorney for Debtor(s) <u>MOSS & ASSOCIATES, ATTORNEYS P.A.</u> Firm Name <u>816 ELMWOOD AVENUE</u> <u>COLUMBIA, SC 29201</u> Address _____ Address <u>Email: JASON@MOSSATTORNEYS.COM</u> <u>(803)-933-0202 Fax: (803)-933-9941</u> Telephone Number <u>March 28, 2011</u> Date *In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.	Signature of Non-Attorney Bankruptcy Petition Preparer I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached. _____ Printed Name and title, if any, of Bankruptcy Petition Preparer _____ Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.)(Required by 11 U.S.C. § 110.) _____ Address X _____ Date _____ Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose Social Security number is provided above. Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual: _____ If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person. A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.
Signature of Debtor (Corporation/Partnership) I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor. The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition. X _____ Signature of Authorized Individual _____ Printed Name of Authorized Individual _____ Title of Authorized Individual _____ Date	



Bankruptcy Party Search
Fri Mar 25 16:52:00 2011
3 records found

User: mr0601

Client:

Search: Bankruptcy Party Se

Courts Page: 1

Party Name ▼	Court	Case	Ch	Date Filed	Date Closed	Disposition
1 Camon, Delores (db)	njbke	3:87-bk-00825	7	02/20/1987	09/23/1987	Discharged 08/07/1987
2 Prescott, Delores (db)	scbke	3:05-bk-01806	13	02/18/2005	08/10/2009	Standard Discharge 05/04/2009 *
3 Prescott, Delores (db)	scbke	3:10-bk-05552	13	08/02/2010	03/16/2011	Dismissed for Other Reason 01/19/2011

Receipt 03/25/2011 16:52:00 29074282

User mr0601

Client

Description Bankruptcy Party Search

Courts Page: 1

Pages 1 (\$0.08)

B 1D (Official Form 1, Exhibit D) (12/09)

United States Bankruptcy Court
District of South Carolina

In re Delores Prescott

Debtor(s)

Case No.

Chapter

13

**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH
CREDIT COUNSELING REQUIREMENT**

Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.

Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.

☒ 1. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

☐ 2. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 14 days after your bankruptcy case is filed.*

☐ 3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the seven days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]* _____

If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.

☐ 4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*

☐ Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

☐ Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

☐ Active military duty in a military combat zone.

☐ 5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

I certify under penalty of perjury that the information provided above is true and correct.

Signature of Debtor: /s/ Delores Prescott
Delores Prescott

Date: March 28, 2011

United States Bankruptcy Court
District of South Carolina

In re **Delores Prescott**

Debtor

Case No. _____

Chapter **13**

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	2	90,000.00		
B - Personal Property	Yes	5	12,171.96		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	1		93,000.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	3		3,309.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	4		50,885.78	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	8			2,763.96
J - Current Expenditures of Individual Debtor(s)	Yes	1			2,271.00
Total Number of Sheets of ALL Schedules		27			
Total Assets			102,171.96		
Total Liabilities				147,194.78	

**United States Bankruptcy Court
District of South Carolina**

In re **Delores Prescott**

Debtor

Case No. _____

Chapter **13**

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	0.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	910.00
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	0.00
Student Loan Obligations (from Schedule F)	47,040.82
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	0.00
TOTAL	47,950.82

State the following:

Average Income (from Schedule I, Line 16)	2,763.96
Average Expenses (from Schedule J, Line 18)	2,271.00
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	3,244.80

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		7,575.00
2. Total from Schedule E, "AMOUNT ENTITLED-TO PRIORITY" column	3,309.00	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		0.00
4. Total from Schedule F		50,885.78
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		58,460.78

In re Delores Prescott

Case No. _____

Debtor

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
DEBTORS RESIDENCE: 6365 SAXTON ROAD, REMBERT, SC, SUMTER COUNTY, (3) BEDROOM (2) BATH VINYL-SIDING HOME, DEBTOR PURCHASED HOME IN 2001 FOR (\$81,000), DEBTOR REFINANCED IN 2003 FOR (\$81,000); TMS# (0860002031), TAX APPRAISAL VALUE: (\$77,353), SEE ATTACHED TAX APPRAISAL EXHIBIT B, DEBTORS OPINION OF MARKET VALUE (\$90,000)		-	90,000.00	75,000.00

Sub-Total > **90,000.00** (Total of this page)

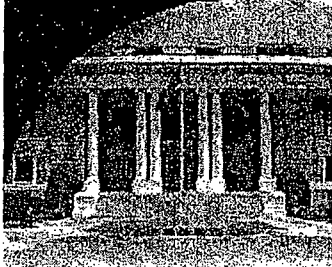
Total > **90,000.00**

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property



Home e-Services e-Tax Payments Real Property Register Of Deeds Comparable Sales Property Card Family Court GIS



Sumter County, SC
Electronic
Government
Access

You are Here: [homepage](#) > [e-services](#) > [Property Card Search](#) > [Assessor Info](#)

Assessor Ownership, Location, and Tax Information

The below information represents all pertinent assessor data based upon the parcel number that you selected. To view the real property with mapping interface simply click the "Map/Assess.Info" button.

☐ Ownership & Location Information

☐ Tax Information

[Map/Assess. Info.](#) [Property Card](#)

Ownership & Location Information:

Parcel Number: 0860002031
Property Location: 6365 SAXTON RD
Legal Description: PB98-1395 PB01-574
1.0 AC
Current Owner: PRESCOTT DELORES
Deed Book/Page: 727/481
Plat Book/Page: 98 /1395
Tax Payer Name: WELLS FARGO HOME MORTGAGE
Lender Name: WELLS FARGO HOME MORTGAGE
School District Code: 2
Neighborhood Code: 999/COUNTY RES/AGR, OTHER
Of Lots: 0
Of Buildings: 1
Number of Acres: 1
Land Fair Market Value: 3,000
Building Fair Market Value: 74,353
Current Fair Market Value: 77,353
Assessed Value: 3,090
Date Last Visited: 0
[back to top](#)

Tax Information:

Tax Year	Receipt #	Assessed Value	Tax Due	Amt Collected	Due Date	Collection Sts	Paid Sts	Date Paid	Date Abated
2010	6358718	3,090	503.21	503.21	01/17/2011	NONE	FULL	12/31/2010	
2009	6106785	3,090	467.81	467.81	01/15/2010	NONE	FULL	12/22/2009	
2008	5899618	3,090	460.27	460.27	01/15/2009	NONE	FULL	12/30/2008	
2007	5584100	3,090	451.34	451.34	01/15/2008	NONE	FULL	12/18/2007	

<http://www.sumtercountysc.org:8080/EGSV2SMTR/PCPrclSrch.do?prclno=0860002031&...> 3/2/2011

B6B (Official Form 6B) (12/07)

In re **Delores Prescott**

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		BANK OF AMERICA: SAVINGS ACCOUNT# (5404)	-	0.00
		BANK OF AMERICA: CHECKING ACCOUNT# (7423)	-	72.56
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		HOUSEHOLD GOODS: SOFA, KITCHEN TABLE WITH CHAIRS, TELEVISION, BEDS, DRESSERS, CHEST OF DRAWERS, PHONE	-	850.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.		ASSORTED BOOKS & PICTURES	-	100.00
6. Wearing apparel.		CLOTHING: ASSORTED USED CLOTHING	-	200.00
7. Furs and jewelry.		JEWELRY: ASSORTED COSTUME JEWELRY	-	150.00
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		LIFE INSURANCE: STATE FARM INSURANCE, 1120 LITTLE STREET, CAMDEN, SC 29020; POLICY # (5405), FACE VALUE OF POLICY (\$100,000), CASH SURRENDER VALUE OF POLICY (\$0.00)	-	0.00
10. Annuities. Itemize and name each issuer.	X			
Sub-Total >				1,372.56
(Total of this page)				

3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Delores Prescott**

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.		RETIREMENT PROGRAM: ERISA QUALIFIED 401K RETIREMENT PROGRAM, METLIFE, PO BOX 173768, DENVER, CO 80473, FACE VALUE OF PROGRAM (\$374.40), PROGRAM CANNOT BE ENTERED INTO WITHOUT SUBSTANTIAL PENALTY UNTIL RETIREMENT AGE IS REACHED, CASH SURRENDER VALUE OF PROGRAM (\$0.00)	-	374.40
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			

Sub-Total > **374.40**
(Total of this page)

Sheet 1 of 3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Delores Prescott

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	NON E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		2008 NISSAN SENTRA: VIN# (3N1AB61E58L687828), (4) DOOR, (4) CYLINDER, (93,500) MILES, NADA VALUE (\$10,425)		10,425.00
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			

Sub-Total > 10,425.00
(Total of this page)

Sheet 2 of 3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Delores Prescott

Debtor

Case No. _____

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
35. Other personal property of any kind not already listed. Itemize.	X			

Sheet 3 of 3 continuation sheets attached
to the Schedule of Personal Property

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Sub-Total > 0.00
(Total of this page)
Total > 12,171.96

(Report also on Summary of Schedules)

Best Case Bankruptcy

Record On Appeal
Page 353



The Power of Vehicle Information
NADAguides.com

[Close Window](#)

3/25/2011

2008 Nissan Sentra

Sedan 4D 2.0

NADAguides.com Price Report

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$7,525	\$8,550	\$9,375	\$11,900
Mileage: 93,500 miles	-\$1,475	-\$1,475	-\$1,475	-\$1,475
Options:				
Power Windows	Std.	Std.	Std.	Std.
Power Door Locks	Std.	Std.	Std.	Std.
TOTAL PRICE	\$6,050	\$7,075	\$7,900	\$10,425

Standard Equipment

Standard Equipment Details

Engine Specifications

Type: Gas I4
Size: 2.0L/122
Horsepower: 140 @ 5100 RPM
Torque: 147 @ 4800 RPM

Drive Train

Drive Train: Front Wheel Drive
Transmission: 1 speed CVT

Safety

Air Bag-Driver-Front
Air Bag-Passenger Switch (On/Off)
Air Bag-Passenger-Front
Air Bag-Side-Body-Front
Air Bag-Side-Head-Front
Air Bag-Side-Head-Rear
Brakes-ABS-4 Wheel
Brakes-Type-Front Disc/Rear Drum
Engine Immobilizer/Vehicle Anti-Theft System
Locks-Child Safety Rear Door
Trunk-Emergency Release

Comfort & Convenience

Air Cond-Front
Locks-Pwr
Mirrors-Electrochromic Rearview
Mirrors-Vanity-Passenger
Seat Trim-Cloth
Seat-Rear Pass-Through
Seats-Front Bucket
Steering Wheel-Adjustable
Steering-Pwr
Trunk-Release-Remote
Windows-Pwr

Music & Entertainment

B6C (Official Form 6C) (4/10)

In re Delores Prescott

Case No. _____

Debtor

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under:

(Check one box)

☐ 11 U.S.C. § 522(b)(2)

☒ 11 U.S.C. § 522(b)(3)

☐ Check if debtor claims a homestead exemption that exceeds

\$146,450. (Amount subject to adjustment on 4/1/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
Real Property DEBTORS RESIDENCE: 6365 SAXTON ROAD, REMBERT, SC, SUMTER COUNTY, (3) BEDROOM (2) BATH VINYL-SIDING HOME, DEBTOR PURCHASED HOME IN 2001 FOR (\$81,000), DEBTOR REFINANCED IN 2003 FOR (\$81,000); TMS# (0860002031), TAX APPRAISAL VALUE: (\$77,353), SEE ATTACHED TAX APPRAISAL EXHIBIT B, DEBTORS OPINION OF MARKET VALUE (\$90,000)	S.C. Code Ann. § 15-41-30(A)(1)	48,025.00	90,000.00
Checking, Savings, or Other Financial Accounts, Certificates of Deposit BANK OF AMERICA: CHECKING ACCOUNT# (7423)	S.C. Code Ann. § 15-41-30(A)(7) UNUSED PORTION OF HOMESTEAD	72.56	72.56
Household Goods and Furnishings HOUSEHOLD GOODS: SOFA, KITCHEN TABLE WITH CHAIRS, TELEVISION, BEDS, DRESSERS, CHEST OF DRAWERS, PHONE	S.C. Code Ann. § 15-41-30(A)(3)	850.00	850.00
Books, Pictures and Other Art Objects; Collectibles ASSORTED BOOKS & PICTURES	S.C. Code Ann. § 15-41-30(A)(3)	100.00	100.00
Wearing Apparel CLOTHING: ASSORTED USED CLOTHING	S.C. Code Ann. § 15-41-30(A)(3)	200.00	200.00
Furs and Jewelry JEWELRY: ASSORTED COSTUME JEWELRY	S.C. Code Ann. § 15-41-30(A)(4)	150.00	150.00
Interests in Insurance Policies LIFE INSURANCE: STATE FARM INSURANCE, 1120 LITTLE STREET, CAMDEN, SC 29020; POLICY # (5405), FACE VALUE OF POLICY (\$100,000), CASH SURRENDER VALUE OF POLICY (\$0.00)	S.C. Code Ann. § 38-63-40(A)	0.00	0.00
Interests in IRA, ERISA, Keogh, or Other Pension or Profit Sharing Plans RETIREMENT PROGRAM: ERISA QUALIFIED 401K RETIREMENT PROGRAM, METLIFE, PO BOX 173768, DENVER, CO 80473, FACE VALUE OF PROGRAM (\$374.40), PROGRAM CANNOT BE ENTERED INTO WITHOUT SUBSTANTIAL PENALTY UNTIL RETIREMENT AGE IS REACHED, CASH SURRENDER VALUE OF PROGRAM (\$0.00)	S.C. Code Ann. § 9-1-1680	374.40	374.40
Automobiles, Trucks, Trailers, and Other Vehicles 2008 NISSAN SENTRA: VIN# (3N1AB61E58L687828), (4) DOOR, (4) CYLINDER, (93,500) MILES, NADA VALUE (\$10,425)	S.C. Code Ann. § 15-41-30(A)(2)	5,350.00	10,425.00

Total: 55,121.96 102,171.96

0 continuation sheets attached to Schedule of Property Claimed as Exempt

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Best Case Bankruptcy

Record On Appeal
Page 355

B6D (Official Form 6D) (12/07)

In re **Delores Prescott**

Case No. _____

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H U S B A N D W I F E J O I N T C O M M U N I T Y	D A T E C L A I M W A S I N C U R E D, N A T U R E O F L I E N, A N D D E S C R I P T I O N A N D V A L U E O F P R O P E R T Y S U B J E C T T O L I E N	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M W I T H O U T D E D U C T I N G V A L U E O F C O L L A T E R A L	U N S E C U R E D P O R T I O N, I F A N Y
Account No. [REDACTED] SANTANDER CONSUMER USA PO BOX 961245 Fort Worth, TX 76161			2008 AUTO LOAN 2008 NISSAN SENTRA: TO BE VALUED IN PLAN				18,000.00	7,575.00
			Value \$ 10,425.00					
Account No. [REDACTED] WELLS FARGO HOME MORTGAGE 3476 STATEVIEW BLVD Fort Mill, SC 29715			09/2001 Mortgage DEBTORS RESIDENCE: 6365 SAXTON ROAD, REMBERT, SC 29128: ARREARS TO BE PAID IN PLAN (\$8,000), DEBTOR TO RESUME REGULAR PAYMENTS MAY 2011				75,000.00	0.00
			Value \$ 90,000.00					
Account No. [REDACTED]								
			Value \$					
Account No. [REDACTED]								
			Value \$					
Subtotal (Total of this page)							93,000.00	7,575.00
Total (Report on Summary of Schedules)							93,000.00	7,575.00

0 continuation sheets attached

In re Delores Prescott

Case No. _____

Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

☐ **Domestic support obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☒ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$11,725* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$5,775* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ **Deposits by individuals**

Claims of individuals up to \$2,600* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☒ **Taxes and certain other debts owed to governmental units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to maintain the capital of an insured depository institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

☐ **Claims for death or personal injury while debtor was intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B6E (Official Form 6E) (4/10) - Cont.

In re **Delores Prescott**

Case No. _____

Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS
(Continuation Sheet)

Wages, salaries, and commissions

TYPE OF PRIORITY

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E D E B T O R	H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
									AMOUNT ENTITLED TO PRIORITY
Account No.				ATTORNEYS FEE					
MOSS & ASSOCIATES, ATTORNEYS, P.A. 816 ELMWOOD AVENUE Columbia, SC 29201									0.00
								2,399.00	2,399.00
Account No.									
Account No.									
Account No.									
Account No.									
Subtotal (Total of this page)								2,399.00	0.00
									2,399.00

Sheet **1** of **2** continuation sheets attached to
Schedule of Creditors Holding Unsecured Priority Claims

B6E (Official Form 6E) (4/10) - Cont.

In re **Delores Prescott**

Case No. _____

Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS
(Continuation Sheet)

**Taxes and Certain Other Debts
Owed to Governmental Units**

TYPE OF PRIORITY

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E D E B T O R	H W J C	Husband, Wife, Joint, or Community	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
									AMOUNT ENTITLED TO PRIORITY
Account No. [REDACTED]				2008					
IRS PO BOX 7346 Philadelphia, PA 19101-7346				Unsecured Federal Income Taxes				630.00	0.00
								630.00	630.00
Account No.				2008					
SC DEPT OF REVENUE PO BOX 12265 Columbia, SC 29211				Unsecured State Taxes				280.00	0.00
								280.00	280.00
Account No.									
Account No.									
Account No.									
Subtotal								910.00	0.00
(Total of this page)								910.00	910.00
Total								3,309.00	0.00
(Report on Summary of Schedules)								3,309.00	3,309.00

Sheet 2 of 2 continuation sheets attached to
Schedule of Creditors Holding Unsecured Priority Claims

B6F (Official Form 6F) (12/07)

In re Delores Prescott

Case No. _____

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. [REDACTED] ACS PO BOX 7051 Utica, NY 13504	-		2006 Student Loan				33,336.00
Account No. [REDACTED] ANDERSON FINANCIAL PO BOX 3097 Bloomington, IL 61702	-		2006 Collections - DISH NETWORK				563.00
Account No. [REDACTED] CBE GROUP PO BOX 78626 Phoenix, AZ 85062	-		2008 Collections			X	153.07
Account No. [REDACTED] CITIBANK STUDENT LOAN PO BOX 22876 Rochester, NY 14692	-		2000 Student Loan				4,000.00
Subtotal (Total of this page)							38,052.07

3 continuation sheets attached

B6F (Official Form 6F) (12/07) - Cont.

In re **Delores Prescott**

Case No. _____

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B I T O R	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					
Account No. [REDACTED] FINANCIAL ASSET MANAGEMENT SYSTEMS PO BOX 451409 Atlanta, GA 31145	-		2007 Collections				303.57
Account No. [REDACTED] IRS PO BOX 7346 Philadelphia, PA 19101-7346	-		NOTICE ONLY				0.00
Account No. [REDACTED] KERSHAW COUNTY MEDICAL CENTER PO BOX 7003 Camden, SC 29020	-		2004 Medical Bills				100.00
Account No. [REDACTED] NATIONAL RECECOVERY / WEST BAY ACQ. 2491 PAXTON STREET Harrisburg, PA 17111	-		2009 Collections				54.00
Account No. [REDACTED] PMBA, LLC PO BOX 12150 Charlotte, NC 28220	-		2008 Collections - LEXINGTON WOMEN'S CARE				20.77
Sheet no. <u>1</u> of <u>3</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page)
							478.34

B6F (Official Form 6F) (12/07) - Cont.

In re **Delores Prescott**

Case No. _____

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	H W J C	Husband, Wife, Joint, or Community DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. [REDACTED] RECEIVABLE SOLUTIONS 4700 FOREST DRIVE STE 107 Columbia, SC 29206			01/2006 Medical Bills				1,996.00
Account No. [REDACTED] RECEIVABLE SOLUTIONS LEXINGTON MEDICAL CENTER 4700 FOREST DRIVE Columbia, SC 29206			2006 Collections				204.00
Account No. SC DEPT OF REVENUE PO BOX 12265 Columbia, SC 29211			NOTICE ONLY				0.00
Account No. [REDACTED] SC FEDEAL CREDIT UNION PO BOX 190012 North Charleston, SC 29419			2010 Overdraft				450.55
Account No. [REDACTED] SC STUDENT LOAN PO BOX 211879 Columbia, SC 29221			2009 Student Loan				9,704.82
Sheet no. <u>2</u> of <u>3</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page)
							12,355.37

B6F (Official Form 6F) (12/07) - Cont.

In re **Delores Prescott**

Case No. _____

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B I T O R	H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
			DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No.							
SUMTER COUNTY TREASURER PO BOX 1775 Sumter, SC 29151-1775							0.00
Account No.							
Account No.							
Account No.							
Account No.							
Sheet no. <u>3</u> of <u>3</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							0.00
Subtotal (Total of this page)							
Total (Report on Summary of Schedules)							50,885.78

In re Delores Prescott

Case No. _____

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code,
of Other Parties to Lease or Contract

Description of Contract or Lease and Nature of Debtor's Interest.
State whether lease is for nonresidential real property.
State contract number of any government contract.

0

____ continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases

B6H (Official Form 6H) (12/07)

In re Delores Prescott

Case No. _____

Debtor

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
------------------------------	------------------------------

0

_____ continuation sheets attached to Schedule of Codebtors

B6I (Official Form 6I) (12/07)

In re Delores Prescott

Case No. _____

Debtor(s) _____

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status:	DEPENDENTS OF DEBTOR AND SPOUSE	
Single	RELATIONSHIP(S): Mother Daughter	AGE(S): 70 8
Employment:	DEBTOR	SPOUSE
Occupation	THIRD PARTY ANALYST	
Name of Employer	[REDACTED]	
How long employed	SINCE 10/10	
Address of Employer	150 NEW PROVIDENCE HOSPITAL Mountainside, NJ 07092	

INCOME: (Estimate of average or projected monthly income at time case filed)

1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)
2. Estimate monthly overtime

DEBTOR	SPOUSE
\$ 3,244.80	\$ N/A
\$ 0.00	\$ N/A

3. SUBTOTAL

\$ 3,244.80	\$ N/A
-------------	--------

4. LESS PAYROLL DEDUCTIONS

- a. Payroll taxes and social security
- b. Insurance
- c. Union dues
- d. Other (Specify): RETIREMENT

\$ 264.14	\$ N/A
\$ 54.46	\$ N/A
\$ 0.00	\$ N/A
\$ 162.24	\$ N/A
\$ 0.00	\$ N/A

5. SUBTOTAL OF PAYROLL DEDUCTIONS

\$ 480.84	\$ N/A
-----------	--------

6. TOTAL NET MONTHLY TAKE HOME PAY

\$ 2,763.96	\$ N/A
-------------	--------

7. Regular income from operation of business or profession or farm (Attach detailed statement)
8. Income from real property
9. Interest and dividends
10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above
11. Social security or government assistance (Specify): _____

\$ 0.00	\$ N/A
\$ 0.00	\$ N/A
\$ 0.00	\$ N/A
\$ 0.00	\$ N/A

12. Pension or retirement income

13. Other monthly income (Specify): _____

\$ 0.00	\$ N/A
\$ 0.00	\$ N/A
\$ 0.00	\$ N/A

14. SUBTOTAL OF LINES 7 THROUGH 13

\$ 0.00	\$ N/A
---------	--------

15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)

\$ 2,763.96	\$ N/A
-------------	--------

16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)

\$ 2,763.96	
-------------	--

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

DEBTOR DOES NOT ANTICIPATE ANY CHANGES IN INCOME OF MORE THAN 10% EXCEPT COST OF LIVING 1-5%. DEBTORS INCOME WAS CALCULATED USING 2011 YEAR TO DATE INCOME. DEBTORS MOTHER LIVES IN HOUSEHOLD BUT DOES NOT CONTRIBUTE.

		CHILDRENS SPECIALIZED HOSPITAL 150 NEW PROVIDENCE ROAD MOUNTAINSIDE, NJ 07092		CHECK NO: A129332 CHECK DATE: 3/24/2011 PERIOD ENDING: 3/19/2011 PAY BI-FREQUENCY: WEEKLY																																																																																																																																												
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						Check No : A125526 Check Date : 1/27/2011 Period Ending : 1/22/2011 Pay Frequency : Bi-weekly			
PRESCOTT, DELORES PO BOX 419 REMBERT, SC 29128		ID Number: [REDACTED] Base Rate: [REDACTED] SSN: [REDACTED]	FED: SINGLE ST1: ST2:	Exempt 9	Tax Adjustments FED: DI/UC: Local:	State and Local Codes ST: PRI: NJ LOC1: LOC3: SEC: LOC2: LOC4: LOC5:			
Important Message									
THE END OF THE YEAR IS NEAR! PLEASE REVIEW YOUR ADDRESS IF NECESSARY, UPDATE WITH HUMAN RESOURCES. PROMPT DELIVERY OF YOUR W2 DEPENDS ON IT! THANK YOU!									
Hours and Earnings				Taxes and Deductions				Special Information	
	Current		YTD	Description	Current Amount	YTD Amount			
SCHED TOP	2.00	36.00	13.50	243.00			TOP BALANCE 3.78		
UNSCHED TOP	3.00	54.00	11.00	198.00			EIB BALANCE 17.22		
REGULAR	75.00	1,350.00	127.50	2,295.00	SO SEC TAX	60.48	125.50	HOLIDAY BAL. 00	
HOLIDAY	0.00	0.00	8.00	144.00	MEDICARE TAX	20.88	43.33		
OVERTIME	0.00	0.00	4.00	108.00	FED INC TAX	0.65	11.55		
Total H/E	80.00	1,440.00	164.00	2,988.00	PRI-STATE TAX	18.03	38.22		
					SDI/UC TAX	14.18	29.43		
					Total Taxes	114.22	248.04		
Pre-Tax Items				After Tax Deductions				Current Net Pay Distribution	
C403B		-72.00	-149.40					C 381014127423 1,253.78	
Total Pre-Tax		-72.00	-149.40						
Total		1,368.00	2,838.60	Total Per Deduction	0.00	0.00			
	Earnings	Pre-Tax	FRT Taxable	Less Taxes	Less Deds	EQ Net Pay			
Current	1,440.00	-72.00	1,368.00	114.22	0.00	1,253.78			
YTD	2,988.00	-149.40	2,838.60	248.04	0.00	2,590.56	Total Current Net Pay 1,253.78		

										Check No : A124597	
										Check Date : 1/13/2011	
										Period Ending : 1/8/2011	
										Pay Frequency : Bi-weekly	
PRESCOTT, DELORES		ID Number: [REDACTED]		Status: SINGLE		Exempt: 9		Tax Adjustments: FED: 9		State and Local Codes: ST: NJ LOC1: LOC3:	
PO BOX 419		Base Rate: [REDACTED]		ST1:		DI/UC:		Local:		SEC: LOC2: LOC4:	
REMBERI, SC 29128		SSN: [REDACTED]		ST2:						LOC5:	
Important Message											
Hours and Earnings				Taxes and Deductions				Special Information			
	Current		YTD		Description	Current Amount	YTD Amount	SIC BALANCE		14.76	
OVERTIME	4.00	108.00	4.00	108.00				VAC BALANCE		3.24	
SCHED TOP	11.50	207.00	11.50	207.00							
UNSCHED TOP	8.00	144.00	8.00	144.00	SO SEC TAX	65.02	65.02				
HOLIDAY	8.00	144.00	8.00	144.00	MEDICARE TAX	22.45	22.45				
REGULAR	52.50	945.00	52.50	945.00	FED INC TAX	10.91	10.91				
Total H/E	84.00	1,548.00	84.00	1,548.00	PRI-STATE TAX	20.19	20.19				
					SDI/UC TAX	15.25	15.25				
					Total Taxes	133.82	133.82				
Pre-Tax Items				After Tax Deductions				Current Net Pay Distribution			
C403B		-77.40	-77.40					C 381014127423		1,336.78	
Total Pre-Tax		-77.40	-77.40								
Total		1,470.60	1,470.60	Total Per Deduction	0.00	0.00					
	Earnings	Pre-Tax	FIT Taxable	Less Taxes	Less Deds	EO Net Pay					
Current	1,548.00	-77.40	1,470.60	133.82	0.00	1,336.78					
YTD	1,548.00	-77.40	1,470.60	133.82	0.00	1,336.78	Total Current Net Pay				1,336.78

						Check No : A123661 Check Date : 12/30/2010 Period Ending : 12/25/2010 Pay Frequency : Bi-weekly			
PRESCOTT, DELORES PO BOX 419 REMBERT, SC 29128		ID Number: [REDACTED] Base Rate: SSN:	FED: SINGLE ST1: ST2:	Exempt 9 9	Tax Adjustments FED: DI/UC: Local:		State and Local Codes ST: PRI: NJ LOC1: LOC3: SEC: LOC2: LOC4: LOC5:		
Important Message									
THE END OF THE YEAR IS NEAR! PLEASE REVIEW YOUR ADDRESS IF NECESSARY. UPDATE WITH HUMAN RESOURCES. PROMPT DELIVERY OF YOUR W2 DEPENDS ON IT! THANK YOU!									
Hours and Earnings					Taxes and Deductions			Special Information	
	Current	YTD			Current	YTD			
HOLIDAY	8.00	144.00	16.00	288.00	Description	Amount	Amount	HOL BALANCE	8.00
REGULAR	69.50	1,251.00	373.50	6,723.00				SIC BALANCE	12.30
SCHED TOP	2.50	45.00	10.50	189.00	SO SEC TAX	89.28	468.16	VAC BALANCE	17.20
OVERTIME	0.00	0.00	13.00	351.00	MEDICARE TAX	20.88	109.49		
Total H/E	80.00	1,440.00	413.00	7,551.00	FED INC TAX	0.00	18.24		
					PRI-STATE TAX	18.03	97.17		
					SDI/UC TAX	15.05	78.92		
					Total Taxes	143.24	771.98		
Pre-Tax Items					After Tax Deductions			Current Net Pay Distribution	
Total Pre-Tax		0.00	0.00					C 381014127423	1,296.76
Total		1,440.00	7,551.00		Total Per Deduction	0.00	0.00		
	Earnings	Pre-Tax	FIT Taxable	Loss Taxes	Less Dedts	EQ Net Pay			
Current	1,440.00	0.00	1,440.00	143.24	0.00	1,296.76			
YTD	7,551.00	0.00	7,551.00	771.98	0.00	6,779.02	Total Current Net Pay		1,296.76

B6J (Official Form 6J) (12/07)

In re Delores Prescott

Case No. _____

Debtor(s)

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22C.

☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

1. Rent or home mortgage payment (include lot rented for mobile home)	\$	650.00
a. Are real estate taxes included? Yes <u>X</u> No _____		
b. Is property insurance included? Yes <u>X</u> No _____		
2. Utilities:		
a. Electricity and heating fuel	\$	150.00
b. Water and sewer	\$	0.00
c. Telephone	\$	0.00
d. Other <u>CELL PHONE/INTERNET/CABLE</u>	\$	180.00
3. Home maintenance (repairs and upkeep)	\$	75.00
4. Food	\$	400.00
5. Clothing	\$	30.00
6. Laundry and dry cleaning	\$	15.00
7. Medical and dental expenses	\$	40.00
8. Transportation (not including car payments)	\$	250.00
9. Recreation, clubs and entertainment, newspapers, magazines, etc.	\$	25.00
10. Charitable contributions	\$	0.00
11. Insurance (not deducted from wages or included in home mortgage payments)		
a. Homeowner's or renter's	\$	0.00
b. Life	\$	56.00
c. Health	\$	0.00
d. Auto	\$	103.00
e. Other	\$	0.00
12. Taxes (not deducted from wages or included in home mortgage payments) (Specify) <u>AUTO PROPERTY TAXES</u>	\$	17.00
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)		
a. Auto	\$	0.00
b. Other	\$	0.00
c. Other	\$	0.00
14. Alimony, maintenance, and support paid to others	\$	0.00
15. Payments for support of additional dependents not living at your home	\$	0.00
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)	\$	0.00
17. Other <u>DAYCARE</u>	\$	280.00
Other	\$	0.00
18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)	\$	2,271.00
19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document: <u>DEBTOR DOES NOT ANTICIPATE A CHANGE OF EXPENSES.</u>		
20. STATEMENT OF MONTHLY NET INCOME		
a. Average monthly income from Line 15 of Schedule I	\$	2,763.96
b. Average monthly expenses from Line 18 above	\$	2,271.00
c. Monthly net income (a. minus b.)	\$	492.96

United States Bankruptcy Court
District of South Carolina

In re Delores Prescott

Debtor(s)

Case No.

Chapter

13

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 29 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date March 28, 2011

Signature /s/ Delores Prescott

Delores Prescott

Debtor

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

B7 (Official Form 7) (04/10)

United States Bankruptcy Court
District of South Carolina

In re Delores Prescott

Debtor(s)

Case No.

Chapter

13

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. If the answer to an applicable question is "None," mark the box labeled "None." If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

1. Income from employment or operation of business

None
☐

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$7,488.00	YTD: CHILDRENS SPECIALIZED HOSPITAL
\$27,554.00	2010: MEDIX STAFFING SOLUTIONS / ROBERT HALF INTERNATIONAL / PEOPLE 2.0
\$7,653.00	2009: 1099 INCOME FOR MEDICAL BILLING / CENTRAL CAROLINA TECH COLLEGE / PEOPLE 2.0 / GRADESEEK
\$54,948.00	2008: FAMILY MEDICINE CENTERS OF SC / CENTRAL CAROLINA TECH COLLEGE / 1099 INCOME FOR MEDICAL BILLING
\$52,637.00	2007: FAMILY MEDICINE CENTERS OF SC

2. Income other than from employment or operation of business

None
☐

State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$2,362.00	YTD: TAX REFUND (USED MONEY FOR HOUSEHOLD BILLS AND VARIOUS LIVING EXPENSES)
\$5,944.00	2010: TAX REFUND (USED MONEY FOR HOUSEHOLD BILLS AND VARIOUS LIVING EXPENSES) / UNEMPLOYMENT
\$17,706.00	2009: TAX REFUND (USED MONEY FOR HOUSEHOLD BILLS AND VARIOUS LIVING EXPENSES) / UNEMPLOYMENT / RETIREMENT CASH OUT
\$4,066.00	2008: RETIREMENT CASH OUT

3. Payments to creditors

None
☐

Complete a. or b., as appropriate, and c.

a. *Individual or joint debtor(s) with primarily consumer debts.* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
WELLS FARGO HOME MORTGAGE 3476 STATEVIEW BLVD Fort Mill, SC 29715	01/11	\$850.00	\$75,000.00

None
☒

b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,850*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
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None
☒

c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
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* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

4. Suits and administrative proceedings, executions, garnishments and attachments

- None ☐ a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT
AND CASE NUMBER
WELLS FARGO BANK
VS
DELORES PRESCOTT

NATURE OF
PROCEEDING
FORECLOSURE
COURT OR AGENCY
AND LOCATION
SUMTER COUNTY

STATUS OR
DISPOSITION
STAYED DUE
TO THE
FILING OF
CHAPTER 13
BANKRUPTC
Y

- None ☒ b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
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5. Repossessions, foreclosures and returns

- None ☒ List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
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6. Assignments and receiverships

- None ☒ a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
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- None ☒ b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
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7. Gifts

- None ☒ List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
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8. Losses

- None ☒ List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case or since the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
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9. Payments related to debt counseling or bankruptcy

- None ☐ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
MOSS & ASSOCIATES, ATTORNEYS P.A. 816 ELMWOOD AVENUE COLUMBIA, SC 29201	08/2010; PRIOR CASE # 10-05552	ATTORNEY'S FEE: \$625.00 FILING FEE: \$274.00
MOSS & ASSOCIATES, ATTORNEYS, P.A. 816 ELMWOOD AVENUE Columbia, SC 29201	03/11	ATTORNEY FEES: \$601.00 FILING FEE: \$274.00

10. Other transfers

- None ☒ a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
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- None ☒ b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
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11. Closed financial accounts

- None ☐ List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
SC FEDERAL CREDIT UNION 4617 FOREST DRIVE Columbia, SC 29201	SAVINGS ACCOUNT # [REDACTED]	BALANCE: (\$0.00) DATE OF CLOSING: 09/10
SC FEDERAL CREDIT UNION 4617 FOREST DRIVE Columbia, SC 29201	CHECKING ACCOUNT # [REDACTED]	BALANCE: (\$0.00) DATE OF CLOSING: 09/10

12. Safe deposit boxes

None ☐ List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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13. Setoffs

None ☐ List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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14. Property held for another person

None ☐ List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
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15. Prior address of debtor

None ☐ If the debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
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16. Spouses and Former Spouses

None ☐ If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

None ☐ a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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- None ☒ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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- None ☒ c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
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18. Nature, location and name of business

- None ☐ a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
N/A - SOLE PROPRIETORSHIP	[REDACTED]	PO BOX 419 Rembert, SC 29128	BUSINESS WAS A SOLE PROPRIETORSHIP; DEBTOR RECEIVED 1099 INCOME FOR SERVICES AS A MEDICAL BILLING REPRESENTATIVE; DEBTOR DID NOT HAVE EMPLOYEES OR ACCOUNTS RECEIVABLE; DEBTOR DID NOT HAVE INVENTORY OR TOOLS OF TRADE AS THEY WERE PROVIDED BY EMPLOYER; DEBTOR STOPPED OPERATION OF THIS BUSINESS IN 2009	2008 - 2009

- None ☒ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
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The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within six years immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

(An individual or joint debtor should complete this portion of the statement only if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

19. Books, records and financial statements

- None ☐ a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS

DATES SERVICES RENDERED

- None ☐ b. List all firms or individuals who within the **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME

ADDRESS

DATES SERVICES RENDERED

- None ☐ c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME

ADDRESS

- None ☐ d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

NAME AND ADDRESS

DATE ISSUED

20. Inventories

- None ☐ a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY

INVENTORY SUPERVISOR

DOLLAR AMOUNT OF INVENTORY
(Specify cost, market or other basis)

- None ☐ b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

DATE OF INVENTORY

NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY
RECORDS

21. Current Partners, Officers, Directors and Shareholders

- None ☐ a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS

NATURE OF INTEREST

PERCENTAGE OF INTEREST

- None ☐ b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS

TITLE

NATURE AND PERCENTAGE
OF STOCK OWNERSHIP

22 . Former partners, officers, directors and shareholders

- None ☐ a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL
------	---------	--------------------

- None ☐ b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION
------------------	-------	---------------------

23 . Withdrawals from a partnership or distributions by a corporation

- None ☐ If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
---	-----------------------------------	--

24. Tax Consolidation Group.

- None ☐ If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION	TAXPAYER IDENTIFICATION NUMBER (EIN)
----------------------------	--------------------------------------

25. Pension Funds.

- None ☐ If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

NAME OF PENSION FUND	TAXPAYER IDENTIFICATION NUMBER (EIN)
----------------------	--------------------------------------

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date March 28, 2011

Signature /s/ Delores Prescott
Delores Prescott
Debtor

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

United States Bankruptcy Court
District of South Carolina

In re Delores Prescott

Debtor(s)

Case No.

Chapter

13

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$	<u>3,000.00</u>
Prior to the filing of this statement I have received	\$	<u>601.00</u>
Balance Due	\$	<u>2,399.00</u>

2. \$ 274.00 of the filing fee has been paid.

3. The source of the compensation paid to me was:

☒ Debtor ☐ Other (specify):

4. The source of compensation to be paid to me is:

☒ Debtor ☐ Other (specify):

5. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- d. [Other provisions as needed]

Negotiations with secured creditors to reduce to market value; exemption planning; preparation and filing of reaffirmation agreements and applications as needed; preparation and filing of motions pursuant to 11 USC 522(f)(2)(A) for avoidance of liens on household goods.

7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

Representation of the debtors in any dischargeability actions, judicial lien avoidances, relief from stay actions, motions to incur debt, motions to sell property, moratoriums, motions to reconsider, plan modifications after confirmation, motions to reopen, motions to redeem, or any other adversary proceeding.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: March 28, 2011

/s/ JANE RUSCHKY

JANE RUSCHKY 10004
MOSS & ASSOCIATES, ATTORNEYS P.A.
816 ELMWOOD AVENUE
COLUMBIA, SC 29201
(803)-933-0202 Fax: (803)-933-9941
JASON@MOSSATTORNEYS.COM

DISCLOSURE OF ADDITIONAL ATTORNEY FEES

TYPE: Chapter 13 Bankruptcy for the United States Bankruptcy Court, the District of South Carolina.

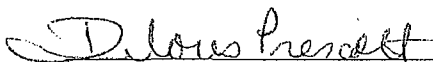
Priority Claims for Supplemental Attorney's Fees

TYPE 1:	Defending §362 Motion by creditor	Amount:\$350
TYPE 2:	Defending Motion to Dismiss by creditor after confirmation	Amount:\$200
TYPE 3:	Resolve Petition to Dismiss by Trustee	Amount:\$50
TYPE 4:	Combined §362 Motion by creditor and attending court	Amount:\$450
TYPE 5:	Motion to reinstate Automatic Stay or resumption of payment	Amount:\$350
TYPE 6:	Motion to modify post-confirmation plan	Amount:\$185-\$300
TYPE 7:	Motion for Substitution of Collateral with hearing	Amount:\$350
TYPE 8:	Motion to modify post-confirmation plan due to change in circumstances requiring new Schedule I and Schedule J	Amount:\$350-\$400
TYPE 9:	Motion to incur debt	Amount:\$350-\$400
TYPE 10:	Motion to sell property	Amount:\$400
TYPE 11:	Prevention of §362 Motion for failing to maintain auto/home insurance and/or (out of court work-out)	Amount:\$125
TYPE 12:	Defending §362 Motion by creditor after a previous claim for prevention has been filed	Amount: \$225
TYPE 13:	Motion Establishing Priority of Tax Claim requiring a post-confirmation plan modification	Amount:\$350
TYPE 14:	Objection to Creditor's Proof of Claim requiring a post-confirmation plan modification	Amount: \$350
TYPE 15:	Motion for Moratorium requiring a hearing	Amount: \$250
TYPE 16:	Motion to Substitute Attorney	Amount:\$150

DP

TYPE 17:	Taking over case	Amount:\$150
TYPE 18:	Address change in estate due to inheritance	Amount:\$150
TYPE 19:	Address change in estate due to workers compensation settlement	Amount:\$150
TYPE 20:	Attorney Review/Release of Mortgage communication waiver	Amount: \$125
TYPE 21:	Application to Employ	Amount: \$200
TYPE 22:	Application for Settlement	Amount: \$200
TYPE 23:	Creditor Violation Letter	Amount: \$60
TYPE 24:	Consent Order Approving Loan Modification	Amount: \$300
TYPE 25:	Consent Order Lifting the Stay(to proceed in family court)	Amount: \$350
TYPE 26:	Negotiation with Mortgage Creditor for Loan Modification	Amount: \$500

These fees are in addition to expedited attorney fees as referenced in the signed attorney client agreement. If you have an issue that requires legal work greater than the above-referenced amounts, a request for approval of additional fees will be submitted to the Bankruptcy Trustee and Bankruptcy Court. If any additional work is needed, the Attorney rate is \$300/ per hour. Any service for a creditor is an additional \$1.00 or more per creditor.


Client

3/28/11
Date

Client

Date

WARNING: Effective December 1, 2009, the 15-day deadline to file schedules and certain other documents under Bankruptcy Rule 1007(c) is shortened to 14 days. For further information, see note at bottom of page 2

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

**NOTICE TO CONSUMER DEBTOR(S) UNDER § 342(b)
OF THE BANKRUPTCY CODE**

In accordance with § 342(b) of the Bankruptcy Code, this notice to individuals with primarily consumer debts: (1) Describes briefly the services available from credit counseling services; (2) Describes briefly the purposes, benefits and costs of the four types of bankruptcy proceedings you may commence; and (3) Informs you about bankruptcy crimes and notifies you that the Attorney General may examine all information you supply in connection with a bankruptcy case.

You are cautioned that bankruptcy law is complicated and not easily described. Thus, you may wish to seek the advice of an attorney to learn of your rights and responsibilities should you decide to file a petition. Court employees cannot give you legal advice.

Notices from the bankruptcy court are sent to the mailing address you list on your bankruptcy petition. In order to ensure that you receive information about events concerning your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address. If you are filing a joint case (a single bankruptcy case for two individuals married to each other), and each spouse lists the same mailing address on the bankruptcy petition, you and your spouse will generally receive a single copy of each notice mailed from the bankruptcy court in a jointly-addressed envelope, unless you file a statement with the court requesting that each spouse receive a separate copy of all notices.

1. Services Available from Credit Counseling Agencies

With limited exceptions, § 109(h) of the Bankruptcy Code requires that all individual debtors who file for bankruptcy relief on or after October 17, 2005, receive a briefing that outlines the available opportunities for credit counseling and provides assistance in performing a budget analysis. The briefing must be given within 180 days before the bankruptcy filing. The briefing may be provided individually or in a group (including briefings conducted by telephone or on the Internet) and must be provided by a nonprofit budget and credit counseling agency approved by the United States trustee or bankruptcy administrator. The clerk of the bankruptcy court has a list that you may consult of the approved budget and credit counseling agencies. Each debtor in a joint case must complete the briefing.

In addition, after filing a bankruptcy case, an individual debtor generally must complete a financial management instructional course before he or she can receive a discharge. The clerk also has a list of approved financial management instructional courses. Each debtor in a joint case must complete the course.

2. The Four Chapters of the Bankruptcy Code Available to Individual Consumer Debtors

Chapter 7: Liquidation (\$245 filing fee, \$39 administrative fee, \$15 trustee surcharge: Total Fee \$299)

Chapter 7 is designed for debtors in financial difficulty who do not have the ability to pay their existing debts. Debtors whose debts are primarily consumer debts are subject to a "means test" designed to determine whether the case should be permitted to proceed under chapter 7. If your income is greater than the median income for your state of residence and family size, in some cases, the United States trustee (or bankruptcy administrator), the trustee, or creditors have the right to file a motion requesting that the court dismiss your case under § 707(b) of the Code. It is up to the court to decide whether the case should be dismissed.

Under chapter 7, you may claim certain of your property as exempt under governing law. A trustee may have the right to take possession of and sell the remaining property that is not exempt and use the sale proceeds to pay your creditors.

The purpose of filing a chapter 7 case is to obtain a discharge of your existing debts. If, however, you are found to have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge and, if it does, the purpose for which you filed the bankruptcy petition will be defeated.

Even if you receive a general discharge, some particular debts are not discharged under the law. Therefore, you may still be responsible for most taxes and student loans; debts incurred to pay nondischargeable taxes; domestic support and property settlement obligations; most fines, penalties, forfeitures, and criminal restitution obligations; certain debts which are not properly listed in your bankruptcy papers; and debts for death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs. Also, if a creditor can prove that a debt arose from fraud, breach of fiduciary duty, or theft, or from a willful and malicious injury, the bankruptcy court may determine that the debt is not discharged.

Chapter 13: Repayment of All or Part of the Debts of an Individual with Regular Income (\$235 filing fee, \$39 administrative fee: Total fee \$274)

Chapter 13 is designed for individuals with regular income who would like to pay all or part of their debts in installments over a period of time. You are only eligible for chapter 13 if your debts do not exceed certain dollar amounts set forth in the Bankruptcy Code.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, using your future earnings. The period allowed by the court to repay your debts may be three years or five years, depending upon your income and other factors. The court must approve your plan before it can take effect.

After completing the payments under your plan, your debts are generally discharged except for domestic support obligations; most student loans; certain taxes; most criminal fines and restitution obligations; certain debts which are not properly listed in your bankruptcy papers; certain debts for acts that caused death or personal injury; and certain long term secured obligations.

Chapter 11: Reorganization (\$1000 filing fee, \$39 administrative fee: Total fee \$1039)

Chapter 11 is designed for the reorganization of a business but is also available to consumer debtors. Its provisions are quite complicated, and any decision by an individual to file a chapter 11 petition should be reviewed with an attorney.

Chapter 12: Family Farmer or Fisherman (\$200 filing fee, \$39 administrative fee: Total fee \$239)

Chapter 12 is designed to permit family farmers and fishermen to repay their debts over a period of time from future earnings and is similar to chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family-owned farm or commercial fishing operation.

3. Bankruptcy Crimes and Availability of Bankruptcy Papers to Law Enforcement Officials

A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury, either orally or in writing, in connection with a bankruptcy case is subject to a fine, imprisonment, or both. All information supplied by a debtor in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the United States Trustee, the Office of the United States Attorney, and other components and employees of the Department of Justice.

WARNING: Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information regarding your creditors, assets, liabilities, income, expenses and general financial condition. Your bankruptcy case may be dismissed if this information is not filed with the court within the time deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court. The documents and the deadlines for filing them are listed on Form B200, which is posted at http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure.

Many filing deadlines change on December 1, 2009. Of special note, 12 rules that set 15 days to act are amended to require action within 14 days, including Rule 1007(c), filing the initial case papers; Rule 3015(b), filing a chapter 13 plan; Rule 8009(a), filing appellate briefs; and Rules 1019, 1020, 2015, 2015.1, 2016, 4001, 4002, 6004, and 6007.

B 201B (Form 201B) (12/09)

**United States Bankruptcy Court
District of South Carolina**

In re Delores Prescott

Debtor(s)

Case No.
Chapter

13

**CERTIFICATION OF NOTICE TO CONSUMER DEBTOR(S)
UNDER § 342(b) OF THE BANKRUPTCY CODE**

Certification of Debtor

I (We), the debtor(s), affirm that I (we) have received and read the attached notice, as required by § 342(b) of the Bankruptcy Code.

Delores Prescott

Printed Name(s) of Debtor(s)

Case No. (if known) _____

X /s/ Delores Prescott

Signature of Debtor

March 28, 2011

Date

X _____

Signature of Joint Debtor (if any)

Date

Instructions: Attach a copy of Form B 201 A, Notice to Consumer Debtor(s) Under § 342(b) of the Bankruptcy Code.

Use this form to certify that the debtor has received the notice required by 11 U.S.C. § 342(b) **only** if the certification has **NOT** been made on the Voluntary Petition, Official Form B1. Exhibit B on page 2 of Form B1 contains a certification by the debtor's attorney that the attorney has given the notice to the debtor. The Declarations made by debtors and bankruptcy petition preparers on page 3 of Form B1 also include this certification.

LOCAL OFFICIAL FORM 1007-1(b) TO SC LBR 1007-1

United States Bankruptcy Court
District of South Carolina

In re Delores Prescott

Debtor(s)

Case No.

Chapter

13

CERTIFICATION VERIFYING CREDITOR MATRIX

The above named debtor, or attorney for the debtor if applicable, hereby certifies pursuant to South Carolina Local Bankruptcy Rule 1007-1 that the master mailing list of creditors submitted either on computer diskette, electronically filed via CM/ECF, or conventionally filed in a typed hard copy scannable format which has been compared to, and contains identical information to, the debtor's schedules, statements and lists which are being filed at this time or as they currently exist in draft form.

Master mailing list of creditors submitted via:

- (a) _____ computer diskette
- (b) X scannable hard copy
(number of sheets submitted 2)
- (c) X electronic version filed via CM/ECF

Date: March 28, 2011

/s/ Delores Prescott

Delores Prescott

Signature of Debtor

Date: March 28, 2011

/s/ JANE RUSCHKY

Signature of Attorney

JANE RUSCHKY 10004

MOSS & ASSOCIATES, ATTORNEYS P.A.

816 ELMWOOD AVENUE

COLUMBIA, SC 29201

(803)-933-0202 Fax: (803)-933-9941

Typed/Printed Name/Address/Telephone

10004

District Court I.D. Number

ACS
PO BOX 7051
UTICA NY 13504

ANDERSON FINANCIAL
PO BOX 3097
BLOOMINGTON IL 61702

ATTORNEY GENERAL OF UNITED STATES
950 PENNSYLVANIA AVE, NW
WASHINGTON DC 20530-0001

BROCK & SCOTT, PLLC
3800 FERNANDINA ROAD
STE 110
COLUMBIA SC 29210

CBE GROUP
PO BOX 78626
PHOENIX AZ 85062

CITIBANK STUDENT LOAN
PO BOX 22876
ROCHESTER NY 14692

FINANCIAL ASSET MANAGEMENT SYSTEMS
PO BOX 451409
ATLANTA GA 31145

IRS
PO BOX 7346
PHILADELPHIA PA 19101-7346

KERSHAW COUNTY MEDICAL CENTER
PO BOX 7003
CAMDEN SC 29020

MOSS & ASSOCIATES, ATTORNEYS, P.A.
816 ELMWOOD AVENUE
COLUMBIA SC 29201

NATIONAL RECECOVERY / WEST BAY ACQ.
2491 PAXTON STREET
HARRISBURG PA 17111

PMBA, LLC
PO BOX 12150
CHARLOTTE NC 28220

RECEIVABLE SOLUTIONS
4700 FOREST DRIVE
STE 107
COLUMBIA SC 29206

RECEIVABLE SOLUTIONS
LEXINGTON MEDICAL CENTER
4700 FOREST DRIVE
COLUMBIA SC 29206

SANTANDER CONSUMER USA
PO BOX 961245
FORT WORTH TX 76161

SC DEPT OF REVENUE
PO BOX 12265
COLUMBIA SC 29211

SC FEDEAL CREDIT UNION
PO BOX 190012
NORTH CHARLESTON SC 29419

SC STUDENT LOAN
PO BOX 211879
COLUMBIA SC 29221

SUMTER COUNTY TREASURER
PO BOX 1775
SUMTER SC 29151-1775

US ATTORNEY'S OFFICE
ATTN DOUG BARNETT
1441 MAIN ST STE 500
COLUMBIA SC 29201

WELLS FARGO HOME MORTGAGE
3476 STATEVIEW BLVD
FORT MILL SC 29715

B22C (Official Form 22C) (Chapter 13) (12/10)

In re Delores Prescott
Debtor(s)
Case Number: _____
(If known)

According to the calculations required by this statement:

- ☒ The applicable commitment period is 3 years.
☐ The applicable commitment period is 5 years.
☐ Disposable income is determined under § 1325(b)(3).
☒ Disposable income is not determined under § 1325(b)(3).
(Check the boxes as directed in Lines 17 and 23 of this statement.)

CHAPTER 13 STATEMENT OF CURRENT MONTHLY INCOME AND CALCULATION OF COMMITMENT PERIOD AND DISPOSABLE INCOME

In addition to Schedules I and J, this statement must be completed by every individual chapter 13 debtor, whether or not filing jointly. Joint debtors may complete one statement only.

Part I. REPORT OF INCOME				
1	Marital/filing status. Check the box that applies and complete the balance of this part of this statement as directed. a. ☒ Unmarried. Complete only Column A ("Debtor's Income") for Lines 2-10. b. ☐ Married. Complete both Column A ("Debtor's Income") and Column B ("Spouse's Income") for Lines 2-10. All figures must reflect average monthly income received from all sources, derived during the six calendar months prior to filing the bankruptcy case, ending on the last day of the month before the filing. If the amount of monthly income varied during the six months, you must divide the six-month total by six, and enter the result on the appropriate line.			
		Column A		Column B
		Debtor's		Spouse's
		Income		Income
2	Gross wages, salary, tips, bonuses, overtime, commissions.	\$ 3,244.80		\$
3	Income from the operation of a business, profession, or farm. Subtract Line b from Line a and enter the difference in the appropriate column(s) of Line 3. If you operate more than one business, profession or farm, enter aggregate numbers and provide details on an attachment. Do not enter a number less than zero. Do not include any part of the business expenses entered on Line b as a deduction in Part IV.			
			Debtor	Spouse
	a. Gross receipts	\$ 0.00	\$	
	b. Ordinary and necessary business expenses	\$ 0.00	\$	
	c. Business income	Subtract Line b from Line a		
		\$ 0.00		\$
4	Rents and other real property income. Subtract Line b from Line a and enter the difference in the appropriate column(s) of Line 4. Do not enter a number less than zero. Do not include any part of the operating expenses entered on Line b as a deduction in Part IV.			
			Debtor	Spouse
	a. Gross receipts	\$ 0.00	\$	
	b. Ordinary and necessary operating expenses	\$ 0.00	\$	
	c. Rent and other real property income	Subtract Line b from Line a		
		\$ 0.00		\$
5	Interest, dividends, and royalties.	\$ 0.00		\$
6	Pension and retirement income.	\$ 0.00		\$
7	Any amounts paid by another person or entity, on a regular basis, for the household expenses of the debtor or the debtor's dependents, including child support paid for that purpose. Do not include alimony or separate maintenance payments or amounts paid by the debtor's spouse. Each regular payment should be reported in only one column; if a payment is listed in Column A, do not report that payment in Column B.			
		\$ 0.00		\$
8	Unemployment compensation. Enter the amount in the appropriate column(s) of Line 8. However, if you contend that unemployment compensation received by you or your spouse was a benefit under the Social Security Act, do not list the amount of such compensation in Column A or B, but instead state the amount in the space below:			
	Unemployment compensation claimed to be a benefit under the Social Security Act	Debtor \$ 0.00	Spouse \$	
		\$ 0.00		\$

9	Income from all other sources. Specify source and amount. If necessary, list additional sources on a separate page. Total and enter on Line 9. Do not include alimony or separate maintenance payments paid by your spouse, but include all other payments of alimony or separate maintenance. Do not include any benefits received under the Social Security Act or payments received as a victim of a war crime, crime against humanity, or as a victim of international or domestic terrorism.											
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Debtor</th> <th style="width: 40%;">Spouse</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> </tr> </tbody> </table>		Debtor	Spouse	a.			b.			\$ 0.00	\$
	Debtor	Spouse										
a.												
b.												
10	Subtotal. Add Lines 2 thru 9 in Column A, and, if Column B is completed, add Lines 2 through 9 in Column B. Enter the total(s).	\$ 3,244.80	\$									
11	Total. If Column B has been completed, add Line 10, Column A to Line 10, Column B, and enter the total. If Column B has not been completed, enter the amount from Line 10, Column A.	\$ 3,244.80	\$									
Part II. CALCULATION OF § 1325(b)(4) COMMITMENT PERIOD												
12	Enter the amount from Line 11	\$ 3,244.80										
13	Marital Adjustment. If you are married, but are not filing jointly with your spouse, AND if you contend that calculation of the commitment period under § 1325(b)(4) does not require inclusion of the income of your spouse, enter on Line 13 the amount of the income listed in Line 10, Column B that was NOT paid on a regular basis for the household expenses of you or your dependents and specify, in the lines below, the basis for excluding this income (such as payment of the spouse's tax liability or the spouse's support of persons other than the debtor or the debtor's dependents) and the amount of income devoted to each purpose. If necessary, list additional adjustments on a separate page. If the conditions for entering this adjustment do not apply, enter zero.											
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 10%;">a.</td> <td style="width: 40%;"></td> <td style="width: 40%;">\$</td> </tr> <tr> <td>b.</td> <td></td> <td>\$</td> </tr> <tr> <td>c.</td> <td></td> <td>\$</td> </tr> </tbody> </table>	a.		\$	b.		\$	c.		\$		
a.		\$										
b.		\$										
c.		\$										
	Total and enter on Line 13	\$ 0.00										
14	Subtract Line 13 from Line 12 and enter the result.	\$ 3,244.80										
15	Annualized current monthly income for § 1325(b)(4). Multiply the amount from Line 14 by the number 12 and enter the result.	\$ 38,937.60										
16	Applicable median family income. Enter the median family income for applicable state and household size. (This information is available by family size at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) a. Enter debtor's state of residence: <u>SC</u> b. Enter debtor's household size: <u>2</u>	\$ 49,685.00										
17	Application of § 1325(b)(4). Check the applicable box and proceed as directed. ☒ The amount on Line 15 is less than the amount on Line 16. Check the box for "The applicable commitment period is 3 years" at the top of page 1 of this statement and continue with this statement. ☐ The amount on Line 15 is not less than the amount on Line 16. Check the box for "The applicable commitment period is 5 years" at the top of page 1 of this statement and continue with this statement.											
Part III. APPLICATION OF § 1325(b)(3) FOR DETERMINING DISPOSABLE INCOME												
18	Enter the amount from Line 11.	\$ 3,244.80										
19	Marital Adjustment. If you are married, but are not filing jointly with your spouse, enter on Line 19 the total of any income listed in Line 10, Column B that was NOT paid on a regular basis for the household expenses of the debtor or the debtor's dependents. Specify in the lines below the basis for excluding the Column B income (such as payment of the spouse's tax liability or the spouse's support of persons other than the debtor or the debtor's dependents) and the amount of income devoted to each purpose. If necessary, list additional adjustments on a separate page. If the conditions for entering this adjustment do not apply, enter zero.											
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 10%;">a.</td> <td style="width: 40%;"></td> <td style="width: 40%;">\$</td> </tr> <tr> <td>b.</td> <td></td> <td>\$</td> </tr> <tr> <td>c.</td> <td></td> <td>\$</td> </tr> </tbody> </table>	a.		\$	b.		\$	c.		\$		
a.		\$										
b.		\$										
c.		\$										
	Total and enter on Line 19.	\$ 0.00										
20	Current monthly income for § 1325(b)(3). Subtract Line 19 from Line 18 and enter the result.	\$ 3,244.80										

21	Annualized current monthly income for § 1325(b)(3). Multiply the amount from Line 20 by the number 12 and enter the result.	\$ 38,937.60																								
22	Applicable median family income. Enter the amount from Line 16.	\$ 49,685.00																								
23	Application of § 1325(b)(3). Check the applicable box and proceed as directed. ☐ The amount on Line 21 is more than the amount on Line 22. Check the box for "Disposable income is determined under § 1325(b)(3)" at the top of page 1 of this statement and complete the remaining parts of this statement. ☒ The amount on Line 21 is not more than the amount on Line 22. Check the box for "Disposable income is not determined under § 1325(b)(3)" at the top of page 1 of this statement and complete Part VII of this statement. Do not complete Parts IV, V, or VI.																									
Part IV. CALCULATION OF DEDUCTIONS FROM INCOME																										
Subpart A: Deductions under Standards of the Internal Revenue Service (IRS)																										
24A	National Standards: food, apparel and services, housekeeping supplies, personal care, and miscellaneous. Enter in Line 24A the "Total" amount from IRS National Standards for Allowable Living Expenses for the applicable number of persons. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) The applicable number of persons is the number that would currently be allowed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support.	\$																								
24B	National Standards: health care. Enter in Line a1 below the amount from IRS National Standards for Out-of-Pocket Health Care for persons under 65 years of age, and in Line a2 the IRS National Standards for Out-of-Pocket Health Care for persons 65 years of age or older. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) Enter in Line b1 the applicable number of persons who are under 65 years of age, and enter in Line b2 the applicable number of persons who are 65 years of age or older. (The applicable number of persons in each age category is the number in that category that would currently be allowed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support.) Multiply Line a1 by Line b1 to obtain a total amount for persons under 65, and enter the result in Line c1. Multiply Line a2 by Line b2 to obtain a total amount for persons 65 and older, and enter the result in Line c2. Add Lines c1 and c2 to obtain a total health care amount, and enter the result in Line 24B. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">Persons under 65 years of age</th> <th colspan="3">Persons 65 years of age or older</th> </tr> </thead> <tbody> <tr> <td style="width: 5%;">a1.</td> <td style="width: 40%;">Allowance per person</td> <td style="width: 35%;"></td> <td style="width: 5%;">a2.</td> <td style="width: 40%;">Allowance per person</td> <td style="width: 35%;"></td> </tr> <tr> <td>b1.</td> <td>Number of persons</td> <td></td> <td>b2.</td> <td>Number of persons</td> <td></td> </tr> <tr> <td>c1.</td> <td>Subtotal</td> <td></td> <td>c2.</td> <td>Subtotal</td> <td></td> </tr> </tbody> </table>	Persons under 65 years of age			Persons 65 years of age or older			a1.	Allowance per person		a2.	Allowance per person		b1.	Number of persons		b2.	Number of persons		c1.	Subtotal		c2.	Subtotal		\$
Persons under 65 years of age			Persons 65 years of age or older																							
a1.	Allowance per person		a2.	Allowance per person																						
b1.	Number of persons		b2.	Number of persons																						
c1.	Subtotal		c2.	Subtotal																						
25A	Local Standards: housing and utilities; non-mortgage expenses. Enter the amount of the IRS Housing and Utilities Standards; non-mortgage expenses for the applicable county and family size. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court). The applicable family size consists of the number that would currently be allowed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support.	\$																								
25B	Local Standards: housing and utilities; mortgage/rent expense. Enter, in Line a below, the amount of the IRS Housing and Utilities Standards; mortgage/rent expense for your county and family size (this information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court) (the applicable family size consists of the number that would currently be allowed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support); enter on Line b the total of the Average Monthly Payments for any debts secured by your home, as stated in Line 47; subtract Line b from Line a and enter the result in Line 25B. Do not enter an amount less than zero. <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 5%;">a.</td> <td style="width: 55%;">IRS Housing and Utilities Standards; mortgage/rent expense</td> <td style="width: 40%;">\$</td> </tr> <tr> <td>b.</td> <td>Average Monthly Payment for any debts secured by your home, if any, as stated in Line 47</td> <td>\$</td> </tr> <tr> <td>c.</td> <td>Net mortgage/rental expense</td> <td>Subtract Line b from Line a.</td> </tr> </tbody> </table>	a.	IRS Housing and Utilities Standards; mortgage/rent expense	\$	b.	Average Monthly Payment for any debts secured by your home, if any, as stated in Line 47	\$	c.	Net mortgage/rental expense	Subtract Line b from Line a.	\$															
a.	IRS Housing and Utilities Standards; mortgage/rent expense	\$																								
b.	Average Monthly Payment for any debts secured by your home, if any, as stated in Line 47	\$																								
c.	Net mortgage/rental expense	Subtract Line b from Line a.																								
26	Local Standards: housing and utilities; adjustment. If you contend that the process set out in Lines 25A and 25B does not accurately compute the allowance to which you are entitled under the IRS Housing and Utilities Standards, enter any additional amount to which you contend you are entitled, and state the basis for your contention in the space below:	\$																								

27A	Local Standards: transportation; vehicle operation/public transportation expense. You are entitled to an expense allowance in this category regardless of whether you pay the expenses of operating a vehicle and regardless of whether you use public transportation. Check the number of vehicles for which you pay the operating expenses or for which the operating expenses are included as a contribution to your household expenses in Line 7. ☐ 0 ☐ 1 ☐ 2 or more. If you checked 0, enter on Line 27A the "Public Transportation" amount from IRS Local Standards: Transportation. If you checked 1 or 2 or more, enter on Line 27A the "Operating Costs" amount from IRS Local Standards: Transportation for the applicable number of vehicles in the applicable Metropolitan Statistical Area or Census Region. (These amounts are available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)	\$									
27B	Local Standards: transportation; additional public transportation expense. If you pay the operating expenses for a vehicle and also use public transportation, and you contend that you are entitled to an additional deduction for your public transportation expenses, enter on Line 27B the "Public Transportation" amount from the IRS Local Standards: Transportation. (This amount is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)	\$									
28	Local Standards: transportation ownership/lease expense; Vehicle 1. Check the number of vehicles for which you claim an ownership/lease expense. (You may not claim an ownership/lease expense for more than two vehicles.) ☐ 1 ☐ 2 or more. Enter, in Line a below, the "Ownership Costs" for "One Car" from the IRS Local Standards: Transportation (available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court); enter in Line b the total of the Average Monthly Payments for any debts secured by Vehicle 1, as stated in Line 47; subtract Line b from Line a and enter the result in Line 28. Do not enter an amount less than zero. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">a.</td> <td style="width: 75%;">IRS Transportation Standards, Ownership Costs</td> <td style="width: 20%; text-align: right;">\$</td> </tr> <tr> <td style="text-align: center;">b.</td> <td>Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 47</td> <td style="text-align: right;">\$</td> </tr> <tr> <td style="text-align: center;">c.</td> <td>Net ownership/lease expense for Vehicle 1</td> <td style="text-align: right;">Subtract Line b from Line a.</td> </tr> </table>	a.	IRS Transportation Standards, Ownership Costs	\$	b.	Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 47	\$	c.	Net ownership/lease expense for Vehicle 1	Subtract Line b from Line a.	\$
a.	IRS Transportation Standards, Ownership Costs	\$									
b.	Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 47	\$									
c.	Net ownership/lease expense for Vehicle 1	Subtract Line b from Line a.									
29	Local Standards: transportation ownership/lease expense; Vehicle 2. Complete this Line only if you checked the "2 or more" Box in Line 28. Enter, in Line a below, the "Ownership Costs" for "One Car" from the IRS Local Standards: Transportation (available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court); enter in Line b the total of the Average Monthly Payments for any debts secured by Vehicle 2, as stated in Line 47; subtract Line b from Line a and enter the result in Line 29. Do not enter an amount less than zero. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">a.</td> <td style="width: 75%;">IRS Transportation Standards, Ownership Costs</td> <td style="width: 20%; text-align: right;">\$</td> </tr> <tr> <td style="text-align: center;">b.</td> <td>Average Monthly Payment for any debts secured by Vehicle 2, as stated in Line 47</td> <td style="text-align: right;">\$</td> </tr> <tr> <td style="text-align: center;">c.</td> <td>Net ownership/lease expense for Vehicle 2</td> <td style="text-align: right;">Subtract Line b from Line a.</td> </tr> </table>	a.	IRS Transportation Standards, Ownership Costs	\$	b.	Average Monthly Payment for any debts secured by Vehicle 2, as stated in Line 47	\$	c.	Net ownership/lease expense for Vehicle 2	Subtract Line b from Line a.	\$
a.	IRS Transportation Standards, Ownership Costs	\$									
b.	Average Monthly Payment for any debts secured by Vehicle 2, as stated in Line 47	\$									
c.	Net ownership/lease expense for Vehicle 2	Subtract Line b from Line a.									
30	Other Necessary Expenses: taxes. Enter the total average monthly expense that you actually incur for all federal, state, and local taxes, other than real estate and sales taxes, such as income taxes, self employment taxes, social security taxes, and Medicare taxes. Do not include real estate or sales taxes.	\$									
31	Other Necessary Expenses: involuntary deductions for employment. Enter the total average monthly deductions that are required for your employment, such as mandatory retirement contributions, union dues, and uniform costs. Do not include discretionary amounts, such as voluntary 401(k) contributions.	\$									
32	Other Necessary Expenses: life insurance. Enter total average monthly premiums that you actually pay for term life insurance for yourself. Do not include premiums for insurance on your dependents, for whole life or for any other form of insurance.	\$									
33	Other Necessary Expenses: court-ordered payments. Enter the total monthly amount that you are required to pay pursuant to the order of a court or administrative agency, such as spousal or child support payments. Do not include payments on past due obligations included in line 49.	\$									
34	Other Necessary Expenses: education for employment or for a physically or mentally challenged child. Enter the total average monthly amount that you actually expend for education that is a condition of employment and for education that is required for a physically or mentally challenged dependent child for whom no public education providing similar services is available.	\$									
35	Other Necessary Expenses: childcare. Enter the total average monthly amount that you actually expend on childcare - such as baby-sitting, day care, nursery and preschool. Do not include other educational payments.	\$									
36	Other Necessary Expenses: health care. Enter the total average monthly amount that you actually expend on health care that is required for the health and welfare of yourself or your dependents, that is not reimbursed by insurance or paid by a health savings account, and that is in excess of the amount entered in Line 24B. Do not include payments for health insurance or health savings accounts listed in Line 39.	\$									

37	Other Necessary Expenses: telecommunication services. Enter the total average monthly amount that you actually pay for telecommunication services other than your basic home telephone and cell phone service - such as pagers, call waiting, caller id, special long distance, or internet service-to the extent necessary for your health and welfare or that of your dependents. Do not include any amount previously deducted.	\$									
38	Total Expenses Allowed under IRS Standards. Enter the total of Lines 24 through 37.	\$									
Subpart B: Additional Living Expense Deductions Note: Do not include any expenses that you have listed in Lines 24-37											
39	Health Insurance, Disability Insurance, and Health Savings Account Expenses. List the monthly expenses in the categories set out in lines a-c below that are reasonably necessary for yourself, your spouse, or your dependents. <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 5%; text-align: center;">a.</td> <td style="width: 75%;">Health Insurance</td> <td style="width: 20%; text-align: center;">\$</td> </tr> <tr> <td style="text-align: center;">b.</td> <td>Disability Insurance</td> <td style="text-align: center;">\$</td> </tr> <tr> <td style="text-align: center;">c.</td> <td>Health Savings Account</td> <td style="text-align: center;">\$</td> </tr> </table> Total and enter on Line 39 If you do not actually expend this total amount, state your actual total average monthly expenditures in the space below: \$	a.	Health Insurance	\$	b.	Disability Insurance	\$	c.	Health Savings Account	\$	\$
a.	Health Insurance	\$									
b.	Disability Insurance	\$									
c.	Health Savings Account	\$									
40	Continued contributions to the care of household or family members. Enter the total average actual monthly expenses that you will continue to pay for the reasonable and necessary care and support of an elderly, chronically ill, or disabled member of your household or member of your immediate family who is unable to pay for such expenses. Do not include payments listed in Line 34.	\$									
41	Protection against family violence. Enter the total average reasonably necessary monthly expenses that you actually incur to maintain the safety of your family under the Family Violence Prevention and Services Act or other applicable federal law. The nature of these expenses is required to be kept confidential by the court.	\$									
42	Home energy costs. Enter the total average monthly amount, in excess of the allowance specified by IRS Local Standards for Housing and Utilities that you actually expend for home energy costs. You must provide your case trustee with documentation of your actual expenses, and you must demonstrate that the additional amount claimed is reasonable and necessary.	\$									
43	Education expenses for dependent children under 18. Enter the total average monthly expenses that you actually incur, not to exceed \$147.92 per child, for attendance at a private or public elementary or secondary school by your dependent children less than 18 years of age. You must provide your case trustee with documentation of your actual expenses, and you must explain why the amount claimed is reasonable and necessary and not already accounted for in the IRS Standards.	\$									
44	Additional food and clothing expense. Enter the total average monthly amount by which your food and clothing expenses exceed the combined allowances for food and clothing (apparel and services) in the IRS National Standards, not to exceed 5% of those combined allowances. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) You must demonstrate that the additional amount claimed is reasonable and necessary.	\$									
45	Charitable contributions. Enter the amount reasonably necessary for you to expend each month on charitable contributions in the form of cash or financial instruments to a charitable organization as defined in 26 U.S.C. § 170(c)(1)-(2). Do not include any amount in excess of 15% of your gross monthly income.	\$									
46	Total Additional Expense Deductions under § 707(b). Enter the total of Lines 39 through 45.	\$									

Subpart C: Deductions for Debt Payment

47	Future payments on secured claims. For each of your debts that is secured by an interest in property that you own, list the name of creditor, identify the property securing the debt, state the Average Monthly Payment, and check whether the payment includes taxes or insurance. The Average Monthly Payment is the total of all amounts scheduled as contractually due to each Secured Creditor in the 60 months following the filing of the bankruptcy case, divided by 60. If necessary, list additional entries on a separate page. Enter the total of the Average Monthly Payments on Line 47.			
	Name of Creditor	Property Securing the Debt	Average Monthly Payment	Does payment include taxes or insurance
	a.		\$	☐ yes ☐ no
	Total: Add Lines			\$
48	Other payments on secured claims. If any of debts listed in Line 47 are secured by your primary residence, a motor vehicle, or other property necessary for your support or the support of your dependents, you may include in your deduction 1/60th of any amount (the "cure amount") that you must pay the creditor in addition to the payments listed in Line 47, in order to maintain possession of the property. The cure amount would include any sums in default that must be paid in order to avoid repossession or foreclosure. List and total any such amounts in the following chart. If necessary, list additional entries on a separate page.			
	Name of Creditor	Property Securing the Debt	1/60th of the Cure Amount	
	a.		\$	
	Total: Add Lines			\$
49	Payments on prepetition priority claims. Enter the total amount, divided by 60, of all priority claims, such as priority tax, child support and alimony claims, for which you were liable at the time of your bankruptcy filing. Do not include current obligations, such as those set out in Line 33.			\$
50	Chapter 13 administrative expenses. Multiply the amount in Line a by the amount in Line b, and enter the resulting administrative expense.			
	a.	Projected average monthly Chapter 13 plan payment.	\$	
	b.	Current multiplier for your district as determined under schedules issued by the Executive Office for United States Trustees. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)	x	
	c.	Average monthly administrative expense of chapter 13 case	Total: Multiply Lines a and b	
				\$
51	Total Deductions for Debt Payment. Enter the total of Lines 47 through 50.			\$
Subpart D: Total Deductions from Income				
52	Total of all deductions from income. Enter the total of Lines 38, 46, and 51.			\$
Part V. DETERMINATION OF DISPOSABLE INCOME UNDER § 1325(b)(2)				
53	Total current monthly income. Enter the amount from Line 20.			\$
54	Support income. Enter the monthly average of any child support payments, foster care payments, or disability payments for a dependent child, reported in Part I, that you received in accordance with applicable nonbankruptcy law, to the extent reasonably necessary to be expended for such child.			\$
55	Qualified retirement deductions. Enter the monthly total of (a) all amounts withheld by your employer from wages as contributions for qualified retirement plans, as specified in § 541(b)(7) and (b) all required repayments of loans from retirement plans, as specified in § 362(b)(19).			\$
56	Total of all deductions allowed under § 707(b)(2). Enter the amount from Line 52.			\$

57	Deduction for special circumstances. If there are special circumstances that justify additional expenses for which there is no reasonable alternative, describe the special circumstances and the resulting expenses in lines a-c below. If necessary, list additional entries on a separate page. Total the expenses and enter the total in Line 57. You must provide your case trustee with documentation of these expenses and you must provide a detailed explanation of the special circumstances that make such expense necessary and reasonable.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 5%;"></th> <th style="width: 65%;">Nature of special circumstances</th> <th style="width: 30%;">Amount of Expense</th> </tr> <tr> <td>a.</td> <td></td> <td>\$</td> </tr> <tr> <td>b.</td> <td></td> <td>\$</td> </tr> <tr> <td>c.</td> <td></td> <td>\$</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total: Add Lines</td> <td>\$</td> </tr> </table>		Nature of special circumstances	Amount of Expense	a.		\$	b.		\$	c.		\$	Total: Add Lines		\$			
	Nature of special circumstances	Amount of Expense																		
a.		\$																		
b.		\$																		
c.		\$																		
Total: Add Lines		\$																		
58	Total adjustments to determine disposable income. Add the amounts on Lines 54, 55, 56, and 57 and enter the result.	\$																		
59	Monthly Disposable Income Under § 1325(b)(2). Subtract Line 58 from Line 53 and enter the result.	\$ 																		
Part VI. ADDITIONAL EXPENSE CLAIMS																				
60	Other Expenses. List and describe any monthly expenses, not otherwise stated in this form, that are required for the health and welfare of you and your family and that you contend should be an additional deduction from your current monthly income under § 707(b)(2)(A)(ii)(I). If necessary, list additional sources on a separate page. All figures should reflect your average monthly expense for each item. Total the expenses.																			
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 5%;"></th> <th style="width: 65%;">Expense Description</th> <th style="width: 30%;">Monthly Amount</th> </tr> <tr> <td>a.</td> <td></td> <td>\$</td> </tr> <tr> <td>b.</td> <td></td> <td>\$</td> </tr> <tr> <td>c.</td> <td></td> <td>\$</td> </tr> <tr> <td>d.</td> <td></td> <td>\$</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total: Add Lines a, b, c and d</td> <td>\$</td> </tr> </table>			Expense Description	Monthly Amount	a.		\$	b.		\$	c.		\$	d.		\$	Total: Add Lines a, b, c and d		\$
	Expense Description	Monthly Amount																		
a.		\$																		
b.		\$																		
c.		\$																		
d.		\$																		
Total: Add Lines a, b, c and d		\$																		
Part VII. VERIFICATION																				
61	I declare under penalty of perjury that the information provided in this statement is true and correct. <i>(If this is a joint case, both debtors must sign.)</i> Date: <u>March 28, 2011</u> Signature: <u>/s/ Delores Prescott</u> Delores Prescott (Debtor)																			

RESPONDENT'S

EXHIBIT D

Wells Fargo's Proof of Claim (Claim No. 3-1) from in *In re Prescott*, Case No. 11-1994-dd (Bankr. D.S.C. Apr. 11, 2011) (Filed as **Exhibit D** to **Wells Fargo's Memorandum in Support of Summary Judgment**).

UNITED STATES BANKRUPTCY COURT DISTRICT OF SOUTH CAROLINA

PROOF OF CLAIM

Name of Debtor(s):

Delores Prescott

Case Number:

11-01994-dd

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (The person or other entity to whom the debtor owes Money or property):

Wells Fargo Bank, NA

Name and address where notices should be sent:

**Wells Fargo Bank, N.A. s/b/m to Wells Fargo Home Mortgage, Inc.
 3476 Stateview Blvd.
 Fort Mill, South Carolina 29715**

- ☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
- ☐ Check box if you have never received any notices from the bankruptcy court in this case.
- ☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor:

☐ replaces a previously filed claim, dated: _____
☐ amends

1. Basis for Claim

- ☐ Goods sold
☐ Services performed
☒ Money loaned
☐ Personal injury / wrongful death
☐ Taxes
☐ Other

- ☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☐ Wages, salaries, and compensation (fill out below)
 Your SS #: _____
 Unpaid compensation for services performed
 from _____ to _____ (date) (date)

2. Date debt was incurred: **June 24, 2003**

3. If court judgment, date obtained:

4. Total Principal Amount of Claim at Time Case Filed: **\$80,079.77**

5. If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.

☒ Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:

☒ Real Estate ☐ Motor Vehicle
☐ Other _____

Value of Collateral:

Describe: **6365 Saxton Rd, Rembert, SC 29128**

Annual Interest Rate: **6.5%**

Amount of arrearage and other charges at time case filed included in secured claim, if any: **\$ 8,043.86**

6. Unsecured Priority Claim.

☐ Check this box if you have an unsecured priority claim

Amount entitled to priority \$ _____

Specify the priority of the claim:

- ☐ Wages, salaries, or commissions (up to \$4,300), * earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier- 11 U.S.C. § 507(a)(3).
- ☐ Contributions to an employee benefit plan- 11 U.S.C. § 507(a)(4).
- ☐ Up to \$1,950* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use- 11 U.S.C. § 507(a)(6)
- ☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child- 11 U.S.C. § 507(a)(7)
- ☐ Taxes or penalties owed to governmental units- 11 U.S.C. § 507(a)(8)
- ☐ Other- Specify applicable paragraph of 11 U.S.C. § 507(a)(____)

*Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

1. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents

are not available, explain. If the documents are voluminous, attach a summary.

9. Date Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date:

04/11/2011

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):

Attorney Travis E. Menk for Wells Fargo Bank, NA

PROOF OF CLAIM ITEMIZATION CHART					
DEBTOR'S NAME	CASE #				
Delores Prescott	11-01994-dd				
PREPETITION ARREARAGES					
			Rate	# Months	Amount in Arrears
July 1, 2010 - April 1, 2011			\$642.39	10	\$6,423.90
Accrued Late Charges					\$41.12
Escrow Shortage					\$28.84
Foreclosure Fees & Expenses					\$1,550.00
Bankruptcy Fees & Expenses					\$0
Inspection Fees					\$0
NSF					\$0
Suspense					-\$0
Other					\$0
TOTAL PREPETITION ARREARAGES DUE					\$8,043.86

MERS Number 100203

NOTE

FHA Case No.

JUNE 24, 2003

[Date]

6365 SAXTON ROAD, REMBERT, SOUTH CAROLINA 29128

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns.
 "Lender" means WATERMARK FINANCIAL PARTNERS, INC. and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **EIGHTY-ONE THOUSAND THREE HUNDRED ONE AND 00/100ths Dollars (U.S.\$81,301.00)**, plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **SIX AND ONE-HALF percent (6.500%)** per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT**(A) Time**

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **AUGUST 1, 2003**. Any principal and interest remaining on the first day of **JULY, 2033**, will be due on that date, which is called the maturity date.

(B) Place

Payment shall be made at **4582 SOUTH ULSTER STREET, SUITE 300, DENVER, COLORADO 80237** or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of **U.S. \$513.88**. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this note for payment adjustments

If an allonge providing for payment adjustments is executed by 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]☐ Growing Equity Allonge**5. BORROWER'S RIGHT TO PREPAY**

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY**(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **FOUR percent (4.000 %)** of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

Borrower Initials

DP

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorney's fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower 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 Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. 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. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

DeLore Prescott
DELORES PRESCOTT

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

PAYABLE WITHOUT RECOURSE TO

Washington Mutual BANK, FA

WATERMARK FINANCIAL PARTNERS, INC., A COLORADO CORPORATION

Tara Long
TARA LONG, ASSISTANT VICE PRESIDENT

Pay to the order of
Without Recourse
WASHINGTON MUTUAL BANK, FA
By Kristin King
KRISTIN KING
OFFICER



LOAN #1: [REDACTED] LOAN #2: [REDACTED] SEQ#: [REDACTED] SOUTH CAROLINA
MERS ID#: [REDACTED]

ALLONGE

This Allonge is attached to and made a part of that certain Note or Bond, or Lost Note Affidavit in lieu of that certain Note or Bond,

Dated: 6/30/03

Made By: DELORES PRESCOTT, Mortgagors/Trustors

To: WATERMARK FINANCIAL PARTNERS, INC., Mortgagee/Beneficiary

In the Amount of: \$81,301.00

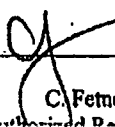
Property Address: 6365 SAXTON RD, REMBERT, SC 29128

Pay to the order of

without recourse.

Washington Mutual Bank, FA

BY: _____


C. Fether
Its: Authorized Representative

RECEIVED

2003 JUL -1 PM 4:39

Return To:
General American Corporation
300 Gulf Tower, 707 Grant St.
Pittsburgh, PA. 15219
First Mortgage Recording Dept.

VICKI H. MCCARTHY
REGISTER OF DEEDS
SUMTER CO., S.C.
00

Loan Number

MIN

RECORDED

VOL. 896 PG. 70
SUMTER COUNTY, S.C.

[Space Above This Line For Recording Data]

FHA Case No:

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 24, 2003. The mortgagor is DELORES PRESCOTT ("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as beneficiary. 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. WATERMARK FINANCIAL PARTNERS, INC. ("Lender") is organized and existing under the laws of COLORADO, and has an address of 4582 SOUTH ULSTER STREET, SUITE 300, DENVER, COLORADO 80237. Borrower owes Lender the principal sum of EIGHTY-ONE THOUSAND THREE HUNDRED ONE AND 00/100ths Dollars (U.S.\$81,301.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 1, 2033. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 SUMTER County, South Carolina:

SEE ATTACHED EXHIBIT "A"

which has the address of 6365 SAXTON ROAD, REMBERT

[Street]

[City]

South Carolina 29128 ("Property Address");

[Zip Code]

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

GMD 0190 (599) Page 1 of 6

RECORDING FEE:

COUNTY TRANSFER FEE:

STATE TRANSFER FEE:

TOTAL FEES PAID:

Borrower Initials DP.
\$ 13.00 FHA South Carolina Mortgage
\$ _____
\$ _____
\$ 13.00

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

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

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

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance, and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

Borrower initials DP

GMD 0190 (599) Page 2 of 6

FHA South Carolina Mortgage

RECORDED

VOL. 896 PG 71

SUMTER COUNTY, S.C.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

Borrower Initials DP

GMD 0190 (599) Page 3 of 6

FHA South Carolina Mortgage
RECORDED

VOL. 896 PG. 72

SUMTER COUNTY, S.C.

Record On Appeal
Page 408

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

Borrower Initials *DP*

GMD 0190 (599) Page 4 of 6

FHA South Carolina Mortgage
RECORDED

VOL. *896* PG. *73*

SUMTER COUNTY, S.C.

Record On Appeal
Page 409

13. **Notices.** Any notice, to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. **Foreclosure Procedure.** If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

Borrower Initials DP

GMD 0190 (599) Page 5 of 6

FHA South Carolina Mortgage

VOL. 896 PG 74

SUMTER COUNTY, S.C.

Record On Appeal
Page 410

19. 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 without charge to Borrower. Borrower shall pay any recordation costs.

20. Waivers. Borrower waives all rights of homestead exemption in the Property.

21. 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 one hundred fifty percent (150%) of the original principal amount of the Note plus interest thereon, attorney's fees and court costs.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

☐ Condominium Rider

☐ Growing Equity Rider

☐ Other [Specify]

☐ Planned Unit Development Rider

☐ Graduated Payment Rider

☐ Non-Own Occp Rider

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

Signed, sealed and delivered in the presence of:

Curtis DeLoatche

Delores Prescott (Seal)
DELORES PRESCOTT
-Borrower

Michael H. Warren

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

STATE OF SOUTH CAROLINA, ~~SUMTER~~ York

County ss:

Before me personally appeared *the above signed witness* and made oath that he/she saw the within named Borrower sign, seal, and as his/her act and deed, deliver the within written Mortgage; and that he/she with *Michael H. Warren* witnessed the execution thereof.

Curtis DeLoatche

Sworn before me this 24TH day of JUNE

My Commission Expires: 5-15-2013

(Seal)

Michael H. Warren 2003
Notary Public for South Carolina



RECORDED
VOL. 896 PG 75
SUMTER COUNTY, S.C.

RECORDED
VOL. 896 PG 76
SUMTER COUNTY, S.C.

SCHEDULE "A"

ALL THAT CERTAIN, PARCEL OR LOT TOGETHER WITH THE IMPROVEMENTS THEREON SITUATE, LYING AND BEING IN THE RAFTING CREEK TOWNSHIP, COUNTY OF SUMTER, STATE OF SOUTH CAROLINA, CONSISTING OF 1.0 ACRE AS SHOWN ON A PLAT PREPARED BY J. HENRY WALKER, III, P.L.S DATED DECEMBER 8, 1998 AND RECORDED IN THE RECORDS OF THE SUMTER COUNTY REGISTER OF DEEDS OFFICE IN PLAT BOOK 98 AT PAGE 395. SAID LOT BEING BOUNDED AND MEASURING AS FOLLOWS: ON THE NORTHEAST BY LANDS NOW OR FORMERLY OF WOODMONT ASSOCIATES, INC., AND MEASURING THEREON 213.70 FEET; ON THE SOUTHEAST BY LANDS NOW OR FORMERLY OF FLORENCE N. KENDRICK AND MEASURING THEREON 225.36 FEET; ON THE SOUTHWEST BY A SIXTY-SIX FOOT (66) RIGHT-OF-WAY AND SAXTON ROAD AND MEASURING THEREON 220.44; AND ON THE NORTHWEST BY LANDS NOW OR FORMERLY OF SIMPSON- SAXTON ESTATE AND MEASURING THEREON 193.15 FEET. BE ALL SAID MEASUREMENTS A LITTLE MORE OR LITTLE LESS AND ACCORDING TO SAID PLAT. THIS BEING THE PROPERTY MORE COMMONLY KNOWN AS 6365 SAXTON ROAD, REMBERT, SOUTH CAROLINA.

BEING THE SAME PROPERTY CONVEYED TO DELORES PRESCOTT BY DEED FROM FLORENCE N. KENDRICK, DATED 12/18/1998 RECORDED 12/22/1998 IN DEED BOOK PAGE 727/481.

TAX ID: [REDACTED]
RE: DELORES PRESCOTT

THIS DOCUMENT WAS FILED ON:

July 1, 2003 AT 4:39 pm

RECORDED: VOL. 896 PG. 70

VICKI M. MCCARTHY
REGISTER OF DEEDS
SUMTER COUNTY, S.C.

RESPONDENT'S

EXHIBIT E

Wells Fargo's Motion for Relief from Automatic Stay from *In re Prescott*, Case No. 11-1994-dd (Bankr. D.S.C. Dec. 9, 2011) (Filed as Exhibit E to Wells Fargo Memorandum in Support of Summary Judgment).

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

IN RE:	)	CASE NO. 11-01994-dd
DELORES PRESCOTT	)	CHAPTER 13
DEBTOR	)	NOTICE OF MOTION FOR RELIEF
	)	FROM AUTOMATIC STAY
	)	(11 U.S.C. § 362)

TO: DEBTOR(S), TRUSTEE (if applicable) AND THOSE NAMED IN THE ATTACHED MOTION:

PLEASE TAKE NOTICE THAT a hearing will be held on the attached Motion on:

Date: January 10, 2012

Time: 9:00 AM

Place: 1100 Laurel Street, Columbia, SC 29201

Within 14 days after service of the attached Motion, the Notice of Motion, the Movant's Certification of Facts (and a blank Certification of Facts for applicable to service on pro se parties only), any party objecting to the relief sought shall:

- 1) File with the Clerk a written objection to the 11 U.S.C. § 362 Motion;
- 2) File with the Clerk a Certification of Facts;
- 3) Serve on the Movant items 1 & 2 above at the address shown below; and
- 4) File a certificate of such with the Clerk.

If you fail to comply with this procedure, you may be denied the opportunity to appear and be heard on this proceeding before the court.

DATE OF SERVICE:	<u>December 9, 2011</u>
MOVANT:	<u>Wells Fargo Bank, NA</u>
ATTORNEY:	<u>/s/ Neal Collins</u> <u>Neal Collins, # 11170</u> <u>Brock and Scott, PLLC</u>
ATTORNEYS ADDRESS:	<u>5121 Parkway Plaza Blvd, Ste 300</u> <u>Charlotte, NC 28217</u> <u>Phone: (704)369-0676</u> <u>scbkr@brockandscott.com</u>

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

IN RE:

DELORES PRESCOTT

DEBTOR

)
) CASE NO. 11-01994-dd

) CHAPTER 13

) CERTIFICATION OF FACTS
)
)

In the above-entitled case, in which Wells Fargo Bank, NA (hereinafter "Movant") seeks relief from automatic stay provided by 11 U.S.C. § 362, I do hereby certify to the best of my knowledge the following:

1. Nature of Movant's Interest: Movant holds the First mortgage on property located at 6365 Saxton Rd, Rembert, SC 29128.
2. Brief Description of Security Agreement(copy attached): Note and Mortgage
3. Description of Property Encumbered by Stay (Include serial number, lot and block number, etc.): All that certain, parcel or lot together with the improvements thereon situate, lying and being in the Rafting Creek Township, County of Sumter, State of South Carolina, consisting of 1.0 acre as shown on a plat prepared by J. Henry Walker, III, P.L.S Dated December 8, 1998 and recorded in the records of the Sumter County Register of Deeds Office in Plat Book 98 at Page 395. Said lot being bounded and measuring as follows: On the northeast by lands now or formerly of Woodmont Associates, Inc., and measuring thereon 213.70 feet; on the southeast by lands now or formerly of Florence N. Kendrick and measuring thereon 225.36 feet; on the southwest by a sixty-six foot (66) right-of-way and Saxton Road and measuring thereon 220.44; and on the northwest by lands now or formerly of Simpson-Saxton Estate and measuring thereon 183.15 feet. Be all said measurements a little more or little less and according to said plat. This being the property more commonly known as 6365 Saxton road, Rembert, South Carolina.

Being the same property conveyed to Delores Prescott by deed from Florence N. Kendrick, dated 12/18/1998 recorded 12/22/1998 in deed book page 737/481.

4. Basis for Relief: Lack of adequate protection. §362(d)(1) and (2).
5. Prior Adjudication by Other Courts, copy attached (Decree of foreclosure, Order for possession, Levy of execution, etc., if applicable): N/A

6. Valuation of Property, copy of Valuation attached:
- | | |
|-------------------------|-------------|
| Fair Market Value | \$77,353.00 |
| Liens (Mortgages) | \$81,425.40 |
| Equity before Exemption | \$-4,072.40 |
| Debtor's Exemption (+) | \$0.00 |
| Net Equity | \$0.00 |
| Source/Basis of Value | Tax site |
7. Amount of Debtor estimated equity (using figures from paragraph 6): \$0.00
8. Month and Year in which first direct post-petition payment came due to Movant (if applicable): May 1, 2011
9. (a) For Movant / Lienholder (if applicable): list or attach a list of all post-petition payments received directly from debtor(s), clearly showing date received, amount and month and year of which each such payment was applied.¹
- (b) For Objecting party (if applicable): list or attach a list of all post-petition payments included in the Movant's list from (a) above which objecting party disputes as having been made. Attach written proof of such payment(s) or a statement as to why such proof is not available at the time of filing this objection.
10. Month and year for which post-petition account of Debtor(s) is due as of the date of this Motion: October 1, 2011

See attached payment history.

Post Petition History

Loan # 0613248830

Borrower: Delores Prescott

Filing Date: March 28, 2011

Post Due Date	Payment Amount Due	Date Received	Payment Amount Received	Check #	Suspense
5/1/2011	\$ 647.64	5/18/2011	\$647.64		
6/1/2011	\$ 647.64	6/20/2011	\$647.64		
7/1/2011	\$ 647.64	7/27/2011	\$647.64		
8/1/2011	\$ 647.64	8/29/2011	\$647.60		\$5.25
9/1/2011	\$ 647.64				
10/1/2011	\$ 647.64				

¹ This requirement may not be met by the attachment of a payment history generated by the Movant. Such attachment may be utilized as a supplement to a complete and detailed response to (9)(a) above, which should be shown on this certification.

11/1/2011	\$ 647.64
12/1/2011	\$ 647.64

TOTAL
\$5,181.12

TOTAL PAID
\$2,590.52

Dated: December 9, 2011

/s/ Neal Collins
Neal Collins, # 11170
Brock and Scott, PLLC
5121 Parkway Plaza Blvd, Ste 300
Charlotte, NC 28217
Phone: (704)369-0676
scbkr@brockandscott.com

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION**

IN RE:	)	CASE NO. 11-01994-dd
DELORES PRESCOTT	)	CHAPTER 13
DEBTOR	)	MOTION FOR RELIEF
	)	FROM AUTOMATIC STAY
	)	(11 U.S.C. § 362)

MOTION FOR RELIEF FROM AUTOMATIC STAY

COMES NOW Wells Fargo Bank, NA (hereinafter "Movant"), a secured creditor in the above-captioned case, by and through counsel, Brock & Scott, PLLC, and moves this Court to enter an order granting its request for relief from the automatic stay imposed by 11 U.S.C. § 362(a) on the following grounds:

1. That Wells Fargo Bank, NA is a secured creditor of the Debtor(s) and thus a party in interest.
2. That the above-captioned Debtor(s) filed a petition seeking relief pursuant to Chapter 13 of the United States Bankruptcy Code in this District on or about March 28, 2011.
3. The Debtor holds title to the real property (hereinafter "Collateral") described in that Mortgage recorded in the Sumter County Register of Deeds in Book 896 at Page 70 and recorded on July 1, 2003 (hereinafter "Mortgage") with an address of 6365 Saxton Rd, Rembert, SC 29128. A copy of the Mortgage and Note are attached hereto and incorporated herein as Exhibit "A".
4. Movant holds a Promissory Note secured by the Mortgage from the Debtor in the original principal amount of \$81,301.00 and dated June 24, 2003 (hereinafter "Note").
5. The Debtor has a tax the value of the Collateral of \$77,353.00.
6. Upon information and belief, the approximate payoff due and owing to Movant as of December 6, 2011 is \$81,425.40.

7. Upon information and belief, the debtor is claiming an exemption in the property in the amount of \$0.00.
8. As a result of the averments in paragraphs "5" through "7", no equity exists in the subject property.
9. The loan is presently in default and is due for the October 1, 2011 post petition payment.
10. As a result, Movant lacks adequate protection of its interest in the Collateral. By virtue of such lack of protection, good cause exists to lift the automatic stay imposed hereunder. Otherwise, Movant will suffer irreparable harm with respect to Movant's interest in the Collateral.
11. Movant agrees to waive any claim that may arise under 11 U.S.C. Section 503(b) or Section 507(b) as a result of this Order. Movant further agrees that any funds realized from the foreclosure sale, in excess of all liens, costs, and expenses, will be paid to the Trustee.

WHEREFORE, Movant respectfully requests the entry of an Order:

1. That modifies the automatic stay provisions of 11 U.S.C. § 362 and that allows Wells Fargo Bank, NA to immediately proceed to foreclose its security interest in the property described in Exhibit "A" annexed to this Motion and otherwise pursue any remedies available under state law to recover and liquidate its collateral;
2. That waives the effect of Bankruptcy Rule 4001 (a)(3); and
3. Provides for such other and further relief as the Court deems just and proper.

This the 9th day of December 2011.

/s/ Neal Collins
Neal Collins, # 11170
Brock and Scott, PLLC
5121 Parkway Plaza Blvd, Ste 300
Charlotte, NC 28217
Phone: (704)369-0676
scbkr@brockandscott.com

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION**

IN RE:	)	
DELORES PRESCOTT	)	
DEBTOR	)	CASE NO. 11-01994-dd
	)	CHAPTER 13
	)	
	)	

CERTIFICATE OF SERVICE

The undersigned hereby certifies under penalty of perjury that he/she is over eighteen (18) years of age and that the MOTION FOR RELIEF FROM AUTOMATIC STAY, NOTICE OF MOTION, CERTIFICATION OF FACTS AND CERTIFICATE OF SERVICE in the above captioned case were this day served upon the below named persons by mailing, postage prepaid, first class mail a copy of such instrument to each person(s), parties, and/or counsel at the addresses shown below:

Delores Prescott
PO Box 419
Rembert, SC 29128

Jane S. Ruschky
Via electronic notice

Joy S Goodwin
Via electronic notice

This the 9th day of December 2011.

Brock and Scott, PLLC

/s/ Brian Williams
Brian Williams
Paralegal
5121 Parkway Plaza Blvd, Ste 300
Charlotte, NC 28217
Phone: (704) 369-0676
scbkr@brockandscott.com

RECEIVED

2003 JUL -1 PM 4:39

Return To:
General American Corporation
300 Gulf Tower, 707 Grant St.
Pittsburgh, PA. 15219
First Mortgage Recording Dept.

VICKI M. McCARTHY
REGISTER OF DEEDS
SUMTER CO., S.C.
INC.

00

RECORDED

VOL. 8916 PG 70
SUMTER COUNTY, S.C.

Loan Number
MIN

[Space Above This Line For Recording Data]

FHA Case No:

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 24, 2003. The mortgagor is DELORES PRESCOTT ("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as beneficiary. 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. WATERMARK FINANCIAL PARTNERS, INC. ("Lender") is organized and existing under the laws of COLORADO, and has an address of 4582 SOUTH ULSTER STREET, SUITE 300, DENVER, COLORADO 80237. Borrower owes Lender the principal sum of EIGHTY-ONE THOUSAND THREE HUNDRED ONE AND 00/100ths Dollars (U.S.\$81,301.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 1, 2033. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 SUMTER County, South Carolina:

SEE ATTACHED EXHIBIT "A"

which has the address of 6365 SAXTON ROAD, REMBERT

South Carolina 29128 ("Property Address");
[Zip Code]

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

GMD 0190 (599) Page 1 of 6

RECORDING FEE: \$ 13.00 Borrower Initials OP.
COUNTY TRANSFER FEE: \$ _____ FHA South Carolina Mortgage
STATE TRANSFER FEE: \$ _____
TOTAL FEES PAID: \$ 13.00

SmD

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

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

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

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance, and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

Borrower Initials DP

GMD 0190 (599) Page 2 of 6

FHA South Carolina Mortgage

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VOL. 896

PG 71

SUMTER COUNTY, S.C.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

Borrower Initials

DP

GMD 0190 (599) Page 3 of 6

FHA South Carolina Mortgage

RECORDED

VOL. 896 PG 72

SUMTER COUNTY, S.C.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

Borrower Initials

DP

13. **Notices.** Any notice, to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. **Foreclosure Procedure.** If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

Borrower Initials

DP

OMD 0190 (599) Page 5 of 6

FHA South Carolina Mortgage

RECORDED

VOL. 896 PG. 74

SUMTER COUNTY, S.C.

19. 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 without charge to Borrower. Borrower shall pay any recordation costs.

20. Waivers. Borrower waives all rights of homestead exemption in the Property.

21. 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 one hundred fifty percent (150%) of the original principal amount of the Note plus interest thereon, attorney's fees and court costs.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

☐ Condominium Rider

☐ Growing Equity Rider

☐ Other [Specify]

☐ Planned Unit Development Rider

☐ Graduated Payment Rider

☐ Non-Own Occp Rider

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

Signed, sealed and delivered in the presence of:

X Curtis Deloatche

DeLores Prescott
DELORES PRESCOTT

(Seal)
-Borrower

Michael H. Warren

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF SOUTH CAROLINA, SUMTER York

County ss:

Before me personally appeared the above signed witness and made oath that he/she saw the within named Borrower sign, seal, and as his/her act and deed, deliver the within written Mortgage; and that he/she with Michael H. Warren witnessed the execution thereof.

X Curtis Deloatche

Sworn before me this 24TH day of JUNE

My Commission Expires: 5-15-2013

Michael H. Warren
Notary Public for South Carolina

(Seal)



RECORDED
VOL 896 PG 75
SUMTER COUNTY, S.C.

RECORDED
VOL. 896 PG 76
SUMTER COUNTY, S.C.

SCHEDULE "A"

ALL THAT CERTAIN, PARCEL OR LOT TOGETHER WITH THE IMPROVEMENTS THEREON SITUATE, LYING AND BEING IN THE RAFTING CREEK TOWNSHIP, COUNTY OF SUMTER, STATE OF SOUTH CAROLINA, CONSISTING OF 1.0 ACRE AS SHOWN ON A PLAT PREPARED BY J. HENRY WALKER, III, P.L.S DATED DECEMBER 8, 1998 AND RECORDED IN THE RECORDS OF THE SUMTER COUNTY REGISTER OF DEEDS OFFICE IN PLAT BOOK 98 AT PAGE 395. SAID LOT BEING BOUNDED AND MEASURING AS FOLLOWS: ON THE NORTHEAST BY LANDS NOW OR FORMERLY OF WOODMONT ASSOCIATES, INC., AND MEASURING THEREON 213.70 FEET; ON THE SOUTHEAST BY LANDS NOW OR FORMERLY OF FLORENCE N. KENDRICK AND MEASURING THEREON 225.36 FEET; ON THE SOUTHWEST BY A SIXTY-SIX FOOT (66) RIGHT-OF-WAY AND SAXTON ROAD AND MEASURING THEREON 220.44; AND ON THE NORTHWEST BY LANDS NOW OR FORMERLY OF SIMPSON- SAXTON ESTATE AND MEASURING THEREON 183.15 FEET. BE ALL SAID MEASUREMENTS A LITTLE MORE OR LITTLE LESS AND ACCORDING TO SAID PLAT. THIS BEING THE PROPERTY MORE COMMONLY KNOWN AS 6365 SAXTON ROAD, REMBERT, SOUTH CAROLINA.

BEING THE SAME PROPERTY CONVEYED TO DELORES PRESCOTT BY DEED FROM FLORENCE N. KENDRICK, DATED 12/18/1998 RECORDED 12/22/1998 IN DEED BOOK PAGE 727/481.

TAX ID: [REDACTED]
RE: DELORES PRESCOTT

THIS DOCUMENT WAS FILED ON:

July 1, 2003 AT 4:39 pm

RECORDED: VOL. 896 PG. 70

VICKI M. MCCARTHY
REGISTER OF DEEDS
SUMTER COUNTY, S.C.

NOTE

JUNE 24, 2003

[Date]

6365 SAXTON ROAD, REMBERT, SOUTH CAROLINA 29128

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns.
"Lender" means WATERMARK FINANCIAL PARTNERS, INC. and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of EIGHTY-ONE THOUSAND THREE HUNDRED ONE AND 00/100ths Dollars (U.S.\$81,301.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of SIX AND ONE-HALF percent (6.500%) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on AUGUST 1, 2003. Any principal and interest remaining on the first day of JULY, 2033, will be due on that date, which is called the maturity date.

(B) Place

Payment shall be made at 4582 SOUTH ULSTER STREET, SUITE 300, DENVER, COLORADO 80237 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$513.88. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this note for payment adjustments

If an allonge providing for payment adjustments is executed by 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]

☐ Growing Equity Allonge

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent (4.000%) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

Borrower Initials DP

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorney's fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

7. **WALIVERS**
Borrower 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 Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

9. **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. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

DeLores Prescott (Seal)
DELORES PRESCOTT -Borrower

(Seal)
Borrower

_____ (Seal)
- Borrower

PAYABLE WITHOUT RECOURSE TO

Washington Mutual BANK FA

WATERMARK FINANCIAL PARTNERS, INC., A COLORADO CORPORATION

~~TARA LONG, ASSISTANT VICE PRESIDENT~~

Pay to the order of
Without Recourse
WASHINGTON MUTUAL BANK, FA
By KRISTIN KING
OFFICER



LOAN #1: [REDACTED] LOAN #2: [REDACTED] SEQ#: [REDACTED] SOUTH CAROLINA
MERS ID#: [REDACTED]

ALLONGE

This Allonge is attached to and made a part of that certain Note or Bond, or Lost Note Affidavit in lieu of that certain Note or Bond,

Dated: 6/30/03

Made By: DELORES PRESCOTT, Mortgagors/Trustors

To: WATERMARK FINANCIAL PARTNERS, INC., Mortgagee/Beneficiary

In the Amount of: \$81,301.00

Property Address: 6365 SAXTON RD, REMBERT, SC 29128

Pay to the order of

without recourse.

Washington Mutual Bank, FA

BY: _____

C. Fetter
Its: Authorized Representative

RESPONDENT'S

EXHIBIT C & F

Answer to Motion for Relief from Stay, at 1, 3 (Dkt. No. 27 in *In re Prescott*, Case No. 11-01994-dd (Bankr. D.S.C.) (Filed Dec. 22, 2011)). (Filed as **Exhibit C to Wells Fargo's Memorandum in Opposition to Motion to Dismiss).**

AND

Filed as **Exhibit F to Wells Fargo Memorandum in Support of Summary Judgment.**

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

	)	Case No. 11-01994-dd
Delores Prescott	)	
	)	Chapter 13
	)	
	)	
Debtor.	)	
	)	

ANSWER TO MOTION FOR RELIEF FROM STAY

The Debtor in this matter, by and through her undersigned counsel, answers the Motion To Modify Stay of Wells Fargo Bank, NA (hereinafter referred to as "Movant") as follows:

1. Debtor denies all the allegations contained in Movant's Motion unless specifically admitted hereafter.
2. Debtor is informed and believes that Movant is adequately protected pursuant to the terms of the Chapter 13 Plan and should not be entitled to relief from the automatic stay.
3. The Debtor is behind on payments due on this loan, debtor request an agreement allowing time to catch up on payments.

WHEREFORE, the Debtor prays that the Motion be dismissed, that she be reimbursed his costs and attorney's fees associated with the defense of this Motion, and for such other and further relief as this Court may deem just and proper.

Respectfully submitted.

MOSS & ASSOCIATES, ATTORNEYS P.A.

By: /s/ Jane Ruschky

Jane Ruschky

Federal I.D. No 10004

816 Elmwood Avenue

Columbia, South Carolina 29201

(803) 933-0202

Attorney for the Debtor

Columbia, South Carolina
December 22, 2011

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

	)	Case No. 11-01994-dd
Delores Prescott	)	
	)	Chapter 13
	)	
	)	
Debtor.	)	
	)	

Certification of Facts

In the above-entitled proceeding, in which relief is sought by Wells Fargo Bank, NA from the automatic stay provided by 11 U.S.C. § 362, I do hereby certify to the best of my knowledge the following :.

1. Nature of Movant's Interest:

Secured

2. Brief Description of Security Agreement:

See Note and Mortgage Attached to Movant's Motion.

3. Description of Property Encumbered by Stay:

6365 Saxton Rd. Rembert, SC 29128

4. Basis for Relief.

None. Movant is adequately protected under the terms of the Chapter 13 Plan.

5. Prior Adjudication by Others Courts, copy attached
N/A

6. Valuation of Property, copy of Valuation attached:

Fair Market Value	\$90,000.00
Liens	\$75,000.00

Basis for Valuation	Tax Appraisal
---------------------	---------------

Net Equity	-0-
------------	-----

7. Amount of Debtor's Estimated Equity: -0-

8. Month and Year in which First Direct Post-petition Payment Came Due to Movant:

9. (A) for Movant/Lienholder: List or attach a list of all post petition payments received directly from debtor(s), clearly showing date received, amount, and month and year for which each such payment was applied: N/A
- (B) For Objecting Party: List or attach a list of all post-petition payments included in the Movants list form (a) above which objection party disputes as having been made. Attach written proof of such payment(s) or a statement as to why such proof is not available at the time of filing this objection.
10. Month and Year for Which Post-petition Account of Debtor(s) is Due as of the Date of this Motion.

MOSS & ASSOCIATES, P.A.

By: /s/ Jane Ruschky

Jane Ruschky

Federal I.D. No 10004

816 Elmwood Avenue

Columbia, South Carolina 29201

(803) 933-0202

Attorney for the Debtor

Columbia, South Carolina

December 22, 2011

RESPONDENT'S

EXHIBIT D

Settlement Order, at 2 (Dkt. No. 32 in *In re Prescott*, Case No. 11-01994-dd (Bankr. D.S.C.) (Filed Jan. 9, 2012)). (Filed as **Exhibit D** to **Wells Fargo's Memorandum in Opposition to Motion to Dismiss**).

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

Case Number: 11-01994-dd

SETTLEMENT ORDER

The relief set forth on the following pages, for a total of 3 pages including this page, is hereby
ORDERED

**FILED BY THE COURT
01/09/2012**



Entered: 01/10/2012

David R. Duncan
US Bankruptcy Judge
District of South Carolina

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:
DELORES PRESCOTT
DEBTOR

)
)
)
)
)

CASE NO. 11-01994-dd
CHAPTER 13
SETTLEMENT ORDER

THIS MATTER comes before the Court pursuant to the Motion of Wells Fargo Bank, NA, (hereinafter "Movant") seeking relief from the automatic stay in this case.

NOW, upon the agreement of the parties, and no objection being filed by the Trustee, it is hereby ORDERED THAT:

1. The Debtor shall continue to remit to the Movant the regular post-petition monthly payments (currently \$647.64) beginning January 1, 2012 and continue said payments thereafter pursuant to the loan documents attached to the Motion for Relief from Stay.

2. The post-petition arrearage through and including December 2011 has been calculated as follows:

4 payment @ \$647.64 9/11 - 12/11	\$2,590.56
Bankruptcy Attorney Fees	\$650.00
Bankruptcy Attorney Costs	\$176.00
Less Suspense	\$-5.25
Total delinquency:	\$3,411.31

3. In addition to the payments set forth in Paragraph "1", above, the Debtor shall cure the post-petition arrearage by making nine (9) consecutive installments of \$379.03 per month commencing February 1, 2012 and continuing every month through October 1, 2012. The Debtor shall submit payments, with the account number xxxxx8830 included, directly to the Movant at:

Wells Fargo Bank, NA
MAC X2501-01D
1 Home Campus
Des Moines, IA 50328

4. Failure of Debtor to submit any payment, as outlined above in Paragraphs "1" and "3", above, on within thirty (30) days from their due date, upon an *ex parte* showing by affidavit of that default and a proposed order, the movant shall be entitled to relief from the stay so that it can proceed with its state court remedies against its security, including making demand for payment of the amount due. The *ex parte* provision expires twelve (12) months from the expiration of the cure period set forth above. The Movant shall report to this Court any funds received as a result of a lawful disposition of the real property in excess of its total indebtedness plus any other valid lien against the subject property. The claimant agrees to waive any claim arising under 11 U.S.C. § 503(b) or § 507(b) as a result of this order. The claimant agrees that any funds realized in excess of its debt will be paid to the trustee.

I certify that the payment obligations set forth in the order, including the amounts, method, and timing of payments, and consequences of default have been previously reviewed with and agreed to by the debtor and that I have been authorized to consent thereto.

/s/ Jane S. Ruschky
Jane S. Ruschky
ATTORNEY FOR DEBTOR

Dated: January 9, 2012

I certify that this Order contains a true and complete statement of the agreed upon terms of settlement between the parties.

/s/Neal Collins
Neal Collins # 11170
Brock and Scott, PLLC
Attorney for Movant
Wells Fargo Bank, N.A.

Dated: January 5, 2012

RESPONDENT'S

EXHIBIT G

Order Granting Relief from Stay from in *In re Prescott*, Case No. 11-1994-dd (Bankr. D.S.C. Sept. 26, 2012) (Filed as Exhibit G to Wells Fargo Memorandum in Support of Summary Judgment).

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

Case Number. 11-01994-dd

ORDER GRANTING RELIEF FROM STAY

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

**FILED BY THE COURT
09/25/2012**



Entered: 09/26/2012

A handwritten signature in dark ink, appearing to read "D. R. Duncan", written over a horizontal line.

David R. Duncan
US Bankruptcy Judge
District of South Carolina

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

IN RE:	)	
DELORES PRESCOTT	)	CASE NO. 11-01994-dd
DEBTOR	)	CHAPTER 13
	)	
	)	
	)	

ORDER GRANTING RELIEF FROM STAY

This matter comes before the Court on the affidavit dated September 21, 2012, attorney for Wells Fargo Bank, N.A. s/b/m to Wells Fargo Home Mortgage, Inc. (hereinafter called "Lender"), reciting that debtor has failed to comply with the terms of the Settlement Order entered January 10, 2012, by failing to make the August 1, 2012 stip payment is therefore in default; and that pursuant to the Settlement Order, Lender is entitled to relief from the automatic stay of 11 U.S.C. §362(a) without further act, notice or Order of this Court to pursue its available State law remedies as to the Collateral securing its claim. Now therefore, it is

ORDERED that Lender hereby is granted relief from the automatic stay of 11 U.S.C. §362(a) by modification of the stay as to Lender's Collateral described in the motion and briefly as 6365 Saxton Road, Rembert, South Carolina 29128 to pursue its available State law remedies;

FURTHER, Lender agrees to waive any claim which may arise under 11 U.S.C. § 503(b) or § 507(b) as a result of this Order. Lender further agrees that any funds realized from the sale of the Collateral in excess of all liens, costs and expenses will be paid to the Trustee

AND IT IS SO ORDERED.

RESPONDENT'S

EXHIBIT E & H

Prescott's Motion to Modify Plan, at 1 (Dkt. No. 39 in *In re Prescott*, Case No. 11-01944-dd (Bankr. D.S.C.) (Filed June 17, 2013)) (Filed as **Exhibit E** to **Wells Fargo's Memorandum in Opposition to Motion to Dismiss**).

AND

Filed as **Exhibit H** to **Wells Fargo Memorandum in Support of Summary Judgment**.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE
Delores Prescott

CASE NO: 11-01994-dd
CHAPTER: 13

Debtor(s)

NOTICE AND MOTION TO MODIFY AND
MEMORANDUM IN SUPPORT OF DEBTORS'
MOTION TO MODIFY CHAPTER 13 PLAN AFTER CONFIRMATION

The Debtor moves to Amend the confirmed Chapter 13 plan due to abandon interest in property located at 6365
S. ...
stay in September 2012. The amended plan also abandons interest in the 2008 Nissan Sentra to Santander Consumer
USA

DISCUSSION OF LAW

The United States Bankruptcy Code at 11 U.S.C. §1329 provides for modification of a plan after confirmation as follows:

(a) At any time after confirmation of the plan but before the completion of payments under such plan, the claim, to-

- (1) increase or reduce the amount of payments on claims of a particular class provided for by the plan;
 - (2) extend or reduce the time for such payments; or
 - (3) alter the amount of the distribution to a creditor whose claim is provided for by the plan to the extent necessary to take account of any payment of such claim other than under the plan.
- [§§1322(a), 1322(b), and 1323(c) of this title [11 USCS §§1322(a), (b), and 1323(c)] and the requirements of §1325(a) of this title [11 USCS §1325(a)] apply to any modification under subsection (a) of this section.
- (2) The plan as modified becomes the plan unless, after notice and a hearing, such modification is disapproved.

(c) A plan modified under this section may not provide for payments over a period that expires after three years after the time that the first payment under the original confirmed plan was due, unless the court, for cause, approves a longer period, but the court may not approve a period that expires after five years after such time.

Bankruptcy Rule 3015(g) requires a twenty day notice by mail to creditors as the time to accept or reject a proposed modification of the plan.

Although §1329(a) does not explicitly state what justifies a modification of the confirmed plan, the legislative history states:

After confirmation but before the completion of payments, the debtor may request a modification of the plan, to increase or reduce payments under the plan for a particular class, to extend or reduce the time for payments, or to alter the amount of distribution to a creditor whose claim is provided for by the plan, to the extent necessary to take account of any payment of his claim other than under the plan. [House Report No. 95-595, 95th Cong. 1 St. Sess. 431 (1977)].

CONCLUSION

Debtor(s) meet the requirement of 11 U.S.C. §1329, and is entitled to modification of their Plan. No creditor is prejudiced by this amendment of the Plan and all creditors will receive no less than would have been received under a Chapter 7 Liquidation. Therefore, the proposed modification is in the best interest of the estate.

Date: 6/17/2013

BY: /s/ Jane S. Ruschky
Jane S. Ruschky
Moss & Associates, Attorneys P.A.
816 Elmwood Avenue
Columbia, SC 29201
District Court I.D. #10004
Attorney for the Debtor

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:
Delores Prescott

CASE NO: 11-01994-dd
CHAPTER: 13

Debtor(s).

NOTICE OF PLAN MODIFICATION AFTER CONFIRMATION

TO: Debtor, Trustee, All Creditors, and other Parties in Interest

PLEASE TAKE NOTICE that pursuant to 11 U.S.C. § 1329(a), Fed. R. Bankr. P. 3015(g), and Fed. R. Bankr. P. 2002(a)(6), the moving party is filing the attached motion to modify confirmed plan, memorandum, and modified plan.

Any party wishing to object to the proposed modification of the plan must file an objection with the Court, United States Bankruptcy Court, 1100 Laurel Street, Columbia, South Carolina 29201 within twenty-eight (28) days from the date of filing.

Pursuant to SC LBR 9014-4, any objection must be written and properly captioned in accordance with Fed. R. Bankr. P. 9004, set forth with particularity the reasons for the objection, and be served on the attorney below, the chapter 13 trustee, and other parties in interest and filed with the Court not later than the deadline given above. Any objecting party failing to comply with this procedure may be denied the opportunity to appear and be heard by the Court, and the modified plan may be confirmed.

If an objection is filed within twenty-eight (28) days after the date of filing, a hearing on the objection will be scheduled and notice of such hearing will be given.

The undersigned hereby certifies that he/she has properly served this notice and the accompanying plan and related motions on the parties listed above.

Date: 6/17, 2013

/s/ Jane S. Ruschky
Signature of Attorney

Jane S. Ruschky, Esq.
Moss & Associates, Attorneys, P.A.
816 Elmwood Ave. Columbia, SC 29201
(803)933-0202

10004
District Court I.D. Number

EXHIBIT A TO SC LBR 3015-1

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:
DEBTOR(S)

DELORES PRESCOTT

CASE NO: 11-01994-dd
CHAPTER: 13

DEBTOR(S)

NOTICE, AMENDED CHAPTER 13 PLAN,
MOTIONS TO VALUE SECURITY, AVOID
JUDICIAL LIEN, AVOID A NONPURCHASE-
MONEY, NONPOSSESSORY
NONPOSSESSORY SECURITY
INTEREST AND LIEN, AND/OR TO ASSUME
OR REJECT AN EXECUTORY
CONTRACT/UNEXPIRED LEASE

I. NOTICE TO CREDITORS AND PARTIES IN INTEREST: The debtor¹ has filed a chapter 13 bankruptcy case and listed you as a creditor or interested party. The debtor has filed the following chapter 13 plan and motions which may affect your rights. **Failure to object may constitute an implied acceptance of and consent to the relief requested in this document.**

A. ADDITIONS, MODIFICATIONS, OR DELETIONS: All additions or modifications to the Court's form plan (See exhibits to SC LBR 3015-1 and 3015-2, "SC LBR" refers to the SC Local Bankruptcy Rules, available at www.scb.uscourts.gov) are highlighted by italics. Deletions are noted as "Not Applicable" or by striking through the deleted provisions. If changes are substantial or if an alternative plan is proposed, a cover sheet that summarizes and identifies the changes shall be filed and served herewith.

B. DEADLINE FOR FILING OBJECTIONS, NOTICE OF HEARING ON CONFIRMATION OF CHAPTER 13 PLAN AND MOTIONS: Objections to the motions and any provision of the plan must be made in accordance with SC LBR 9014-1, properly served, and filed with the United States Bankruptcy Court, 1100 Laurel Street, Columbia, SC 29201, within twenty-eight (28) days from the date this document is filed. Timely objections will be heard at the confirmation hearing, notice of which is given separately in the Notice of Meeting of Creditors. If a timely objection is filed after the confirmation hearing, a separate hearing on the objection will be scheduled and notice of such a hearing will be given. If no timely objection is filed, the Court, upon recommendation of the chapter 13 trustee and without further hearing or notice, may enter an order confirming the plan and granting the motions.

II. MOTION TO VALUE SECURITY, AVOID JUDICIAL LIEN, AVOID A NONPURCHASEMONEY, NONPOSSESSORY SECURITY INTEREST AND LIEN, AND/OR TO ASSUME OR REJECT AN EXECUTORY CONTRACT/UNEXPIRED LEASE. The debtor requests that confirmation of this plan alter the rights of the following creditor:

A. Nonpossessory, Nonpurchase-Money Lien: The debtor moves, pursuant to 11 U.S.C. § 522(f), to avoid the following nonpossessory, nonpurchase-money security interest and lien in household goods:

¹When used herein, the term "debtor" shall apply as applicable either in the singular or in the plural, if there are joint debtors in the case.

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Total of all other liens	Exemption claimed	Estimated security interest/debt	Security interest Not avoided (see IV(B)(4) below)	Security interest to be avoided (see IV(E) below)

B. Judicial Lien: The debtor moves, pursuant to 11 U.S.C. § 522(f), to avoid the following judicial lien:²

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Total of all other liens	Exemption claimed	Estimated judicial lien	Judicial lien Not avoided (see IV(B)(4) below)	Judicial lien avoided (see IV(E) below)

C. Valuation of Security: The debtor moves, in accordance with 11 U.S.C. § 506, to establish the value of a lien as follows:

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Holder and amount of superior liens	Estimate of creditor's claim	Value of lien (see IV(B)(4) below)	Unsecured claim after valuation (see IV(E) below)

D. Assumption or Rejection of Executory Contract/Unexpired Lease: The debtor moves for the assumption of the following executory contract and/or unexpired lease. The debtor agrees to abide by all terms of the agreement and to cure any pre-petition arrearage or default in the manner below. Any executory contract or unexpired lease not specifically mentioned is rejected.

Name of Creditor and lease or contract to be assumed	Amount of regular payment	Estimated amount of Default (state if none)	Cure Provisions for any default paid by (Debtor or trustee)	Regular payments to be paid by Debtor directly to creditor beginning (month/year)

III. THE CHAPTER 13 PLAN: PAYMENT OBLIGATIONS OF THE DEBTOR.

A. Payments from the debtor to the chapter 13 trustee (the "trustee"): The debtor submits to the supervision and control of the trustee all or such portion of future earnings or other future income as is necessary for the execution of the plan. In addition, the debtor will pay to the trustee any portion of a recovery under a pre-petition claim or cause of action that constitutes disposable income or is not exempt.

The debtor shall pay to the trustee the sum of \$ 470 per month for a period of 26 months to be followed by \$245 per month for a period of 34 months, unless all allowed claims (other than long-term claims) are fully paid pursuant to the plan.

B. Payments from the debtor directly to creditors: The debtor shall pay all post-petition priority obligations, including but not limited to taxes and post-petition domestic support, and pay regular payments on assumed executory contracts or leases, directly to the holder of the claim as the obligations come due, unless otherwise ordered by the Court. The debtor may be required to pay some or a portion of pre-petition debts directly to a creditor in addition to required payments to the trustee, as indicated in paragraph II(D) above and/or in the paragraphs that follow.

IV. PLAN DISTRIBUTIONS TO CREDITORS. To receive a distribution from the trustee, a proof of claim, including adequate supporting documentation, must be filed with the Court. If a claim designated in this plan as secured is filed as an unsecured claim and the plan is confirmed, the claim may be treated as

²For co-owned property, see In re Warg, 274 B.R. 206 (Bankr. D.S.C. 2001) and Exhibit C to SC LBR 4003-2.

unsecured for purposes of plan distributions by the trustee. If a creditor files a proof of claim alleging that the claim is secured, but does not timely object to the confirmation of the plan and the claim is treated as unsecured in a confirmed plan, the claim may be treated as unsecured for purposes of plan distributions by the trustee. Confirmation of this plan does not bar a party in interest from objecting to a claim. The trustee, after the deduction of the trustee's commission and expenses, or the debtor, as indicated, shall make payment as follows:

A. Attorney for the debtor:

1. The debtor and the debtor's attorney have agreed to an attorney's fee in the amount of \$ ~~3,000~~ for the services identified in the Rule 2016(b) disclosure statement filed in this case. The amount of \$ 601 was paid prior to the filing of the case. The remaining fee shall be disbursed by the trustee as follows: Following confirmation of the plan and unless the Court orders otherwise, the trustee shall disburse \$500.00 to the attorney from the initial disbursement.³ Thereafter, the balance of the attorney's compensation as allowed by the Court shall be paid, to the extent then due, with all funds remaining each month after payment of allowed secured claims and pre-petition arrearages on domestic support obligations. In instances where an attorney assumes representation in a pending *pro se* case and a plan is confirmed, a separate order may be entered by the Court, without further notice, which allows for the payment of a portion of the attorney's fees in advance of payments to creditors.

2. If, as an alternative to the above treatment, the debtor's attorney has received a retainer and cost advance and agreed to file fee applications for compensation and expenses in this case pursuant to 11 U.S.C. § 330, the retainer and cost advance shall be held in trust until fees and expense reimbursements are approved by the Court. Prior to the filing of this case, the attorney has received \$ _____ and for plan confirmation purposes only, the fees and expenses of counsel are estimated at \$ _____ or less.

B. Secured Creditor Claims: The plan treats secured claims as follows:

1. General Provisions: The terms of the debtor's pre-petition agreement with a secured creditor shall continue to apply except as modified by this plan, the order confirming the plan, or other order of the Court. Holders of secured claims shall retain liens to the extent provided by 11 U.S.C. § 1325(a)(5)(B)(i). Secured creditors paid the full secured claim provided for by this plan shall timely satisfy any liens in the manner required by applicable law or order of this Court. Any creditor holding a claim secured by property that is removed from the protection of the automatic stay by order, surrender, or through operation of the plan will receive no further distribution from the chapter 13 trustee on account of any secured claim. This also applies to creditors who may claim an interest in, or lien on, property that is removed from the protection of the automatic stay by another lienholder or released to another lienholder, unless the Court orders otherwise. Any funds that would have been paid to any such creditor will be distributed according to the remaining terms of the plan. (The preceding language does not apply if the sole reason for its application arises under 11 U.S.C. § 362(c)(3) or (c)(4)). Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the removal of the property from the protection of the automatic stay. Secured creditors that will be paid directly by the debtor may send standard payment and escrow notices, payment coupons, or inquiries about insurance, and such action will not be considered a violation of the automatic stay.

2. Long-term or mortgage debt. No default: The debtor is current on obligations to (Creditor Name) and will continue regular payments directly to that creditor. Description of collateral: Address of Property

3. Long term or mortgage debt. Curing default: 11 U.S.C. 1322(b)(3) and/or (5):

a. Arrearage payments. The trustee shall pay the arrearage as stated in the creditor's allowed claim or as otherwise ordered by the Court to _____ at the rate of \$ _____ or more per month, for _____, along with (0)% interest. The creditor shall apply trustee payments solely to those designated arrearages, i.e., those arrearages accruing before the month specified

³The chapter 13 trustee shall not at any time disburse to the debtor's attorney more than: (a) the unpaid balance of (1) the fee to be paid under the plan pursuant to paragraph 1 herein, or (2) the fee previously applied for and authorized pursuant to paragraph 2 herein, plus (b) any supplemental fee then applied for and authorized under the terms of the applicable Procedures for Approval of Attorney's Fees in Chapter 13 Cases.

in (b) below. For so long as the debtor complies with this plan, a creditor may not declare a default based on any payment delinquency to be cured by this paragraph and the creditor shall not impose any post-petition fee on account of any arrearage paid by the trustee.

b. Maintenance of regular non-arrearage payments. Beginning _____, the Debtor shall pay directly to the creditor non-arrearage payments arising under the agreement with the secured creditor. The creditor shall apply each payment under this paragraph solely to post-petition obligations that accrue during or after the month specified herein.

4. Secured portion of claims altered by valuation and lien avoidance: The trustee shall pay _____ the sum of \$ _____ or more per month, along with 5.25 % interest until the secured claim of \$ _____ established above is paid in full. The remaining portion of the allowed claim will be treated as a general unsecured claim.

5. Other secured debts (allowed claim to be paid in full without valuation or avoidance of lien): The trustee shall pay _____ the sum of \$ _____ or more per month, along with (5.25) % interest until the allowed secured claim is paid in full.

6. Surrender of property: The debtor will surrender the following property upon confirmation of the plan. The order confirming plan shall terminate the automatic stay as to that property: Wells Fargo Home Mortgage; 6365 Saxton Rd., Rembert, SC 29128.
. Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the surrender of the property.

The debtor will surrender the following property upon confirmation of the plan. The order confirming plan shall terminate the automatic stay as to that property: Santander Consumer USA; 2008 Nissan Sentra.
. Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the surrender of the property.

7. Secured tax debt: The trustee shall pay (creditor name) the sum of \$ (payment amount) or more per month until the (net balance or value) of creditor's secured claim plus (percentage) % interest has been paid. If the lien is to be valued, the debtor shall file a separate motion to value the claim and establish priority of any remaining tax obligations. If a tax priority creditor files a claim designated as secured, is not treated as secured in this paragraph, and does not timely object to confirmation of this plan, then the claim may be paid as a priority claim for purposes of distributions from the trustee.

C. Priority Creditors: Priority claims shall be paid as follows:

1. Domestic Support Claims. 11 U.S.C. § 507(a)(1):

a. Pre-petition arrearages. The trustee shall pay the pre-petition domestic support obligation arrearage to (name of DSO creditor), at the rate of \$ (amount) or more per month until the balance, without interest, is paid in full.

b. The debtor shall pay all post-petition domestic support obligations as defined in 11 U.S.C. § 101(14A) on a timely basis directly to the creditor.

c. Any party entitled to collect child support or alimony under applicable non-bankruptcy law may collect those obligations coming due after this case was filed from the income or assets of the debtor-parent/spouse without further order or relief from the automatic stay. (Any claim for child support or alimony due before this case was

filed must be collected in accordance with 11 U.S.C. § 507(a)(1) and 11 U.S.C. § 1322(a)(2).)

2. Other Priority debt. The trustee shall pay all remaining pre-petition 11 U.S.C. § 507 priority claims on a *pro rata* basis.

D. Executory Contracts and Unexpired Leases: Regular payments that arise post-petition under an executory contract or lease that is being assumed shall be paid directly by the debtor according to the terms of the contract or lease. Pre-petition defaults will be cured by payments of the sum of \$ (payment amount) or more per month by the trustee or the debtor according to paragraph II(D). Claims arising from the rejection of executory contracts or leases shall be general unsecured claims unless otherwise ordered by the Court.

E. General Unsecured Creditors: General unsecured creditors shall be paid allowed claims *pro rata* by the trustee to the extent that funds are available after payment of all other allowed claims. The debtor (does not) propose to pay 100% of general unsecured claims.

V. PROPERTY OF THE ESTATE, STATUS AND OBLIGATIONS OF THE DEBTOR AFTER CONFIRMATION: Upon confirmation of the plan, property of the estate will remain property of the estate, but possession of property of the estate shall remain with the debtor. The chapter 13 trustee shall have no responsibility regarding the use or maintenance of property of the estate. The debtor is responsible for protecting the non-exempt value of all property of the estate and for protecting the estate from any liability resulting from operation of a business by the debtor. Nothing herein is intended to waive or affect adversely any rights of the debtor, the trustee, or party with respect to any causes of action owned by the debtor.

Pay order request or other plan provisions not inconsistent with the above:
Children's Specialized Hospital
150 New Providence Hospital
Mountainside, NJ 07092

Date: June 17, 2013

BY: /s/ Jane S. Ruschky
Attorney for the Debtor/*Pro Se* Debtor
District Court I.D. 10004

CERTIFICATE OF SERVICE

The above signing parties certify that the foregoing Notice, Plan and Motions was served on all creditors and parties in interest entitled to such notice on the above stated date. The parties served are individually listed on the accompanying list or mailing matrix.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:
Delores Prescott

CASE NO: 11-01994-dd
CHAPTER: 13

CERTIFICATE OF MAILING

Debtor(s).

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE PROPERLY SERVED THE FOREGOING
AMENDED CHAPTER 13 PLAN TO THE TRUSTEE, CM/ECF:

Joy S. Goodwin, Chapter 13 Trustee (CM/ECF)

See Attached List

DATE 6/17/2013

/s/ Amber Miller
Moss & Associates, Attorneys, P.A.
816 Elmwood Ave
Columbia, SC 29201

RESPONDENT'S

EXHIBIT F & I

Order Confirming Plan at 1 (Dkt. No. 43 in In re Prescott, Case No. 11-01994-dd (Bankr. D.S.C.) (Filed July 17, 2013)). (Filed as Exhibit F to Wells Fargo's Memorandum in Opposition to Motion to Dismiss).

AND

Filed as Exhibit I to Wells Fargo Memorandum in Support of Summary Judgment.

United States Bankruptcy Court - District of South Carolina
J. Bratton Davis United States
Bankruptcy Courthouse
1100 Laurel Street
Columbia, SC 29201-2423

Case Number: 11-01994-dd

Chapter: 13

In re: (Debtor(s) name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address)

Delores Prescott
aka Delores Camon Prescott, fka Delores Camon
PO Box 419
Rembert, SC 29128

SSN: xxx-xx-

Entered By The Court
7/17/13

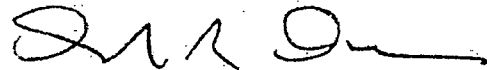
ORDER CONFIRMING PLAN AND RESOLVING MOTIONS

Filed By The Court
7/17/13
L. Jefferson Davis IV
(Acting)
Clerk of Court
US Bankruptcy Court

It having been determined after notice and hearing that the plan filed by the debtor(s)¹ on 06/17/2013, as modified on N/A, complies with the provisions of Chapter 13 (11 U.S.C. § 1301 et seq.), and with all other applicable provisions of Title 11 of the United States Code and that all fees and charges to be paid before confirmation have been paid;

IT IS ORDERED THAT:

1. The plan is confirmed.
2. The debtor shall not incur indebtedness nor sell, encumber, or otherwise transfer any interest in estate property outside the ordinary course of business without approval of the court.
3. The court hereby values secured claims and voids liens as set forth in the confirmed plan or as established by separate order to the extent permitted by 11 U.S.C. § 506 (a), 506(d), § 1325(a), and applicable law.
4. Pursuant to 11 U.S.C. § 522(f)(1)(A) and/or (B), the court hereby finds that the security interests to be avoided as set forth in the confirmed plan or by separate order impair an exemption to which the debtor would otherwise be entitled under 11 U.S.C. § 522(b) and South Carolina Code § 15-41-30 and are, therefore, avoided.



United States Bankruptcy Judge

Date: July 17, 2013

Document 43 - 39

¹ When used herein, the term "debtor" shall apply as applicable either in the singular or in the plural, if there are joint debtors in the case.

CERTIFICATE OF APPELLANT

RECEIVED
FEB 29 2016
SC Court of Appeals