

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
EQUITY COURT

Clyde R. Davis, Special Referee

Appellate Case No. 2016-001217

Wells Fargo Bank, NA Ultimate Successor to First Union
National Bank,

Respondent

Vs.

Albert J. Sanders, a/k/a Albert Jerry Sanders, Jr., a/k/a Albert
J. Sanders, Palmetto/Carolina Funding, LLC and S.C. State Credit
Union, Defendants

Of Whom Albert J. Sanders, Jr. is the

Appellant

RECEIVED

NOV 18 2016

SC Court of Appeals

RECEIVED

NOV 30 2016

SC Court of Appeals

RECORD ON APPEAL

James W. Poag, Jr.
Poag & Poag Attorneys
PO Box 6422
West Columbia, SC 29171
803-794-6340
Attorney for the Appellant

Chad Burgess
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
803-606-3282
Attorney for the Respondent

INDEX

Order and Judgment of Foreclosure and Sale.....	1
Summons and Complaint.....	8
Affidavit of Service.....	20
Answer.....	21
Order of Reference.....	24
Notice of Final Hearing.....	28
Transcript of Hearing.....	30
Supplemental Memorandum.....	301
Certificate of Counsel.....	306

COPY

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

Wells Fargo Bank, NA Ultimate Successor to
First Union National Bank,

Plaintiff,

v.

Albert J. Sanders a/k/a Albert Jerry Sanders, Jr.
a/k/a Albert J. Sanders, Palmetto/Carolina
Funding, LLC and S.C. State Credit Union,

Defendant(s)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2011-CP-32-00293

**SPECIAL REFEREE'S ORDER AND JUDGMENT OF
FORECLOSURE AND SALE**

DEFICIENCY WAIVED

ORIGINAL

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned Honorable Clyde R. Davis to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision of the Special Referee shall be directly to the South Carolina Court of Appeals or Supreme Court.

Pursuant to the said reference, a hearing was held, a record was made, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on January 25, 2011.
2. The Summons and Complaint were filed on January 25, 2011.
3. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.
4. The Defendants S.C. State Credit Union and Palmetto/Carolina Funding, LLC are in default as shown by Affidavit filed herein.
5. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act fka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.

BETH A. CANNON
CLERK OF COURT
LEXINGTON, SC

2011 APR 28 A 11:00

FILED

CND

File reference: 10-28358



6. The Defendant Albert J. Sanders (a/k/a Albert Jerry Sanders, Jr. a/k/a Albert J. Sanders) answered in this action and has been notified of the time and date of this hearing.
7. The Defendants were notified of the time, date and place of hearing in this matter.
8. For value received, Albert J. Sanders, Jr. (aka Albert Jerry Sanders, Jr. a/k/a Albert J. Sanders) made, executed and delivered a note, dated January 23, 2002, promising thereby to pay to the order of First Union National Bank the sum of \$46,611.50 with interest at the rate of 7.59% per annum (hereinafter "Note"). Other terms and conditions are stated in the note, which is of record herein.
9. To better secure the payment of the Note described above, the said Albert Jerry Sanders, Jr. (a/k/a Albert J. Sanders, Jr. a/k/a Albert J. Sanders) made, executed and delivered a mortgage to First Union National Bank, in writing, dated January 23, 2002, covering real property in Lexington County, which is the same as that described in the Complaint. The Mortgage was recorded on January 28, 2002, and is of record in the Lexington County Registry in Book 6955 at page 263.
10. This mortgage constitutes a valid purchase money, first lien on the subject property.
11. Thereafter the Mortgage was transferred to the Plaintiff herein by corporate merger.
12. As required by an Administrative Order issued by the South Carolina Supreme Court dated May 22, 2009, the Plaintiff states that this loan is owned or guaranteed by Fannie Mae, or it is owned or guaranteed by FHLMC, or the Servicer has signed an agreement to participate in the Home Affordable Modification Program ("HMP"); however, the loan does not qualify for a modification under the above foreclosure prevention program because the subject Property is not the primary residence of the Borrower. The Defendant claims eligibility under HAMP Tier 2 which expands eligibility to certain borrowers with rental property. HAMP Tier 2 became effective during the pendency of this foreclosure action; however, Plaintiff did not notify Defendant of any rights he might have under the modified act. Defendant raises the defense of unclean hands and asks the Court to deny foreclosure. In the Bankruptcy Court filings that were entered into evidence, it is apparent that Defendant owned more than 5 rental properties and is therefore ineligible under the terms of HAMP Tier 2.

CWD

13. Furthermore, Plaintiff complied with Administrative Order 2011-05-02-1 issued by the South Carolina Supreme Court.
14. The titleholder of record of the Property as of the filing of the Lis Pendens in this action was Albert Jerry Sanders, Jr.
15. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of its attorney of record herein for collection.
16. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$4,800.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the note and mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.
17. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal due as of today's date:	09/02/15		\$43,095.54
Accrued interest from:	03/29/09	to: 07/06/15	\$ 20,486.00
Accruing at:	7.59% per annum		
Advancements to Escrow			\$ 6,907.58
Late charges:			\$ 80.00
Costs of collection prior to hearing:			\$ 875.00
Attorney's fees:			\$4,800.00

Total Debt secured by Note and Mortgage, including interest to date is \$76,244.12. Interest for the period from the date shown above through the date of this judgment, at above stated rate, to be added to the

CWD

above stated "Total Debt" to comprise the amount of the Judgment debt entered herein, and interest after the date of Judgment at the rate of 7.59% per annum, the Note's current rate, pursuant to the terms of the Note and Mortgage on the judgment debt should be added to such judgment debt to comprise the amount of the Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

18. The Plaintiff is seeking foreclosure of its mortgage and has, in the Complaint or subsequently thereto in writing, expressly Waived the right to a personal or deficiency Judgment pursuant to Rule 71(b), SCRCF.

19. The Defendant(s), below listed, claim or may claim liens upon or interests in the subject property; and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claims will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRCF. The said Defendants and such claims or liens are as follows:

The Defendant, Palmetto/Carolina Funding, LLC, has or may claim to have some interest in the Property by virtue of mortgage given by Albert Jerry Sanders, Jr. in the original principal amount of \$150,000.00, which mortgage was recorded in the Lexington County Registry on May 6, 2005 in Mortgage Book 10112 at Page 313. Said mortgage is junior and subordinate to the Plaintiff's mortgage and is hereby ordered removed from title to the Property.

The Defendant, S.C. State Credit Union, has or may claim to have some interest in the Property by virtue of that certain pending Case Number 2009-CP-32-04832 and any judgment resulting from said case. Any judgment/lien will be junior and subordinate to Plaintiff's mortgage and is hereby ordered removed from the title to the Property.

20. CONCLUSIONS OF LAW: I, therefore, conclude as follows:

1. The Plaintiff should have judgment of foreclosure of its Mortgage; and the Property should be ordered sold at public auction after due advertisement.
2. That there is due to the Plaintiff on its Note and Mortgage the sum of \$76,244.12, representing the Total Debt due to the Plaintiff as outlined above, together with interest thereon at the rate provided in the Note to the date hereof.
3. That the amount due in the preceding paragraph (the "Total Debt") and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 7.59% per annum, the current interest rate of the Note.

END

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the Defendant(s) liable for the aforesaid Mortgage debt shall, prior to the date and time of the sale of the Property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.
2. That on default of payment prior to the date and time of the sale, the Property, hereinafter described, shall be sold by the undersigned Special Referee at public auction, at the Lexington County Judicial Center, City of Lexington, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
 - A. FOR CASH: The undersigned Special Referee shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within 30 days the same to be forfeited and applied to the costs and then to the Plaintiff's debt.
 - B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 7.59% per annum, which is the Note's current interest rate.
 - C. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
 - D. Purchaser to pay for the deed and the cost of recording the deed.
3. If the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the undersigned Special Referee only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiff's indebtedness.
4. That a personal or deficiency Judgment being Waived, the bidding will not remain open for thirty (30) days and bidding will be final on the date of the sale, and compliance with the bid may be made immediately.
5. That the undersigned Special Referee will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he will execute to the purchaser, or purchasers, a deed to the Property sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or

CWD

File reference: 10-28358

his assignee, fail to comply with the terms thereof within 30 days after the date of sale, then the undersigned Special Referee may re-advertise the Property for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so on from time to time thereafter until a full compliance shall be secured.

6. In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.
7. That the undersigned Special Referee shall apply the proceeds of the sale as follows:
 - FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court; and
 - NEXT: To the payment of the amount to the Plaintiff, or the Plaintiffs Attorney, of the amount of the Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same; and
 - NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRCP.
8. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.
9. That it is further ORDERED ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Lexington County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.
10. It is further ORDERED, ADJUDGED AND DECREED that if the named defendant(s) continues in possession of the property after a deed has been issued to the purchaser, then the Sheriff of Lexington County is directed to eject and remove named defendant(s) from the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet, and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

CWP

If the person(s) occupying the property after the deed has been issued to the purchaser is other than the named defendant(s), the purchaser shall server the occupants with a Summons and Rule to Show Cause to determine why the occupant(s) should not be removed from the property.

11. That it is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Special Referee shall direct the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.
12. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the Property herein ordered to be sold:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE TOWN OF PINE RIDGE, COUNTY OF LEXINGTON, STATE OF SOUTH CAROLINA, THE SAME BEING SHOWN AS LOT 5 ON A PLAT OF MARTIN & ASSOCIATES, BY ROBERT COLLINGWOOD, DATED JANUARY 15, 1970, AND ALSO BEING SHOWN ON A PLAT PREPARED FOR THOMAS E. WILLIAMS AND BRENDA K. WILLIAMS BY BELTER & ASSOCIATES, INC., APRIL 3, 1987 AND RECORDED APRIL 20, 1987 IN BOOK 217-G AT PAGE 508 IN THE RMC OFFICE FOR LEXINGTON COUNTY. FOR A MORE ACCURATE DESCRIPTION OF SAID LOT REFERENCE IS MADE TO THE ABOVE MENTIONED PLAT.

THIS BEING THE SAME PROPERTY CONVEYED TO ALBERT JERRY SANDERS, JR. (A/K/A ALBERT J. SANDERS A/K/A ALBERT J. SANDERS, JR.) HEREIN BY DEED OF THE MASTER IN EQUITY FOR LEXINGTON COUNTY DATED 5/19/00 AND RECORDED IN RECORDED BOOK 5791 PAGE 168. THEREAFTER CONVEYED TO SUN HAVEN, LLC BY DEED FROM ALBERT JERRY SANDERS, JR. BY DEED DATED 8/7/07 AND RECORDED ON 11/26/07 IN BOOK 12497 AT PAGE 43. LATER CONVEYED FROM SUN HAVEN, LLC TO ALBERT JERRY SANDERS, JR. BY DEED DATED JANUARY 7, 2011 AND RECORDED JANUARY 7, 2011 IN BOOK 14667 AT PAGE 306.

CURRENT ADDRESS OF PROPERTY: 212 Adkins Cir, West Columbia, SC 29170

TMS: 006721-02-007

AND IT IS SO ORDERED.

Date: April 25, 2016
Columbia, South Carolina


The Honorable Clyde R. Davis
Special Referee for Lexington County

FILED
BETTY A. CARTWRIGHT
CLERK OF COURT
LEXINGTON, SC

2016 APR 28 AM 11:00

Wells Fargo Bank, NA Ultimate Successor to First Union
National Bank,

Plaintiff

vs.

2011 JAN 25 P 12:53

CIVIL ACTION COVERSHEET

Albert J. Sanders a/k/a Albert Jerry Sanders, Jr. a/k/a
Albert J. Sanders, et al.,

Defendant(s)

Submitted By:

Ronald F. Johnson, Jr., SC Bar # 16931
Brian L. Campbell, SC Bar #74521
Mark A. Pearson, SC Bar #15926
Suzanne E. Brown, SC Bar #76440
Jason L. Branham, SC Bar #72902Address: Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Attorneys for Plaintiff

Telephone #: 888-726-9953

Fax #: 888-207-0358

Other:

Email: SCFCLTeam@brockandscott.com

2011CP3200293

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

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check One Box Below)

Contracts ☐ Constructions (100) ☐ Debt Collection (110) ☐ Employment (120) ☐ General (130) ☐ Breach of Contract (140) ☐ Other (199)	Torts - Professional Malpractice ☐ Dental Malpractice (200) ☐ Legal Malpractice (210) ☐ Medical Malpractice (220) Previous Notice of Intent Case # 20____-CP-_____ ☐ Notice/ File Med Mal (230) ☐ Other (299)	Torts - Personal Injury ☐ Assault/Slander/Libel (300) ☐ Conversion (310) ☐ Motor Vehicle Accident (320) ☐ Premises Liability (330) ☐ Products Liability (340) ☐ Personal Injury (350) ☐ Wrongful Death (360) ☐ Other (399)	Real Property ☐ Claim & Delivery (400) ☐ Condemnation (410) ☒ Foreclosure (420) ☐ Mechanic's Lien (430) ☐ Partition (440) ☐ Possession (450) ☐ Building Code Violation (460) ☐ Other (499)
Inmate Petitions ☐ PCR (500) ☐ Mandamus (520) ☐ Habeas Corpus (530) ☐ Other (599)	Judgments/Settlements ☐ Death Settlement (700) ☐ Foreign Judgment (710) ☐ Magistrate's Judgment (720) ☐ Minor Settlement (730) ☐ Transcript Judgment (740) ☐ Lis Pendens (750) ☐ Transfer of Structured Settlement Payment Rights Application (760) ☐ Other (799)	Administrative Law/Relief ☐ Reinstate Driver's License (800) ☐ Judicial Review (810) ☐ Relief (820) ☐ Permanent Injunction (830) ☐ Forfeiture-Petition (840) ☐ Forfeiture-Consent Order (850) ☐ Other (899)	Appeals ☐ Arbitration (900) ☐ Magistrate-Civil (910) ☐ Magistrate-Criminal (920) ☐ Municipal (930) ☐ Probate Court (940) ☐ SCDOT (950) ☐ Worker's Comp (960) ☐ Zoning Board (970) ☐ Public Service Commission (990) ☐ Employment Security Comm (991) ☐ Other (999)
Special/Complex /Other ☐ Environmental (600) ☐ Automobile Arb. (610) ☐ Medical (620) ☐ Other (699)			
☐ Pharmaceuticals (630) ☐ Unfair Trade Practices (640) ☐ Out-of State Depositions (650) ☐ Motion to Quash Subpoena in an ☐ Out-of-County Action (660) ☐ Sexual Predator (510)			

Submitting Party Signature: _____

Date: 1/24/11

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

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Colleton, Florence, Greenville, Hampton, Horry,
Jasper, Lexington, Pickens (Family Court Only), Richland, Union and York

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

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

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

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

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

Wells Fargo Bank, NA Ultimate Successor to First
Union National Bank,

Plaintiff,

vs.

Albert J. Sanders a/k/a Albert Jerry Sanders, Jr.
a/k/a Albert J. Sanders, Palmetto/Carolina
Funding, LLC and S.C. State Credit Union,

Defendant(s).

FILED

IN THE COURT OF COMMON PLEAS

2011 JAN 25 12:53

BETH A. CARRIGE
CLERK OF COURT
LEXINGTON SC

SUMMONS AND NOTICES

(Non-Jury)

**FORECLOSURE
OF REAL ESTATE
MORTGAGE**

TO THE DEFENDANT(S) ABOVE NAMED

2011CP3200293

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices, 3800 Fernandina Road, Suite 110, Columbia, SC 29210, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.

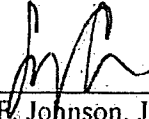
TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

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

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an Order of Reference or the Court may issue a general Order of Reference of this action to a Master-in-Equity/Special Referee, pursuant to Rule 53, of the South Carolina Rules of Civil Procedure.

YOU WILL ALSO TAKE NOTICE that under the provisions of South Carolina Code 29-3-100, effective June 16, 1993, any collateral assignment of rents contained in the attached mortgage is perfected and Attorney for Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative, Plaintiff will move before a judge of

this Circuit on the 10th day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original note and mortgage and the Complaint attached hereto.



Ronald F. Johnson, Jr, SC Bar #16931

Mark A. Pearson, SC Bar #15926

Brian L. Campbell, SC Bar #74521

Suzanne E. Brown, SC Bar#76440

Jason L. Branham, SC Bar #72902

Adam J. Russo, SC Bar #78676

Brock & Scott, PLLC

3800 Fernandina Road, Suite 110

Columbia, SC 29210

Phone 888-726-9953 Fax 866-676-7658

Attorneys for Plaintiff

Dated: 1 / 24 / 11

Wilmington, North Carolina

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

Wells Fargo Bank, NA Ultimate Successor to First
Union National Bank,

Plaintiff,

vs.

Albert J. Sanders a/k/a Albert Jerry Sanders, Jr. a/k/a
Albert J. Sanders, Palmetto/Carolina Funding, LLC
and S.C. State Credit Union,
Defendant(s).

FILED IN THE COURT OF COMMON PLEAS

C/A NO.: _____

2011 JAN 25 P 12:54

BETH A. CARRIGG

CERTIFICATE OF EXEMPTION/WITHDRAWAL
FROM ARBITRATION AND MEDIATION

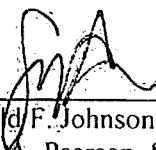
(Deficiency Judgment Waived)

2011CP3200293

I CERTIFY THAT THIS ACTION IS EXEMPT FROM ARBITRATION AND MEDIATION
BECAUSE:

- _____ This is a special proceeding or action seeking extraordinary relief such as mandamus,
habeas, corpus or prohibition;
_____ This action is appellate in nature;
_____ This is a post-conviction relief matter;
_____ This is a contempt of court proceeding;
_____ This is forfeiture proceeding brought by the State; or,
 X This is a mortgage or HOA lien foreclosure action.

Date: January 24, 2011



Ronald F. Johnson, Jr, SC Bar #16931
Mark A. Pearson, SC Bar #15926
Brian L. Campbell, SC Bar #74521
Suzanne E. Brown, SC Bar#76440
Jason L. Branham, SC Bar #72902
Adam J. Russo, SC Bar #78676
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 888-726-9953 Fax 866-676-7658
Attorneys for Plaintiff

Dated: 1 / 24 / 11

Wilmington, North Carolina

NOTE: Motion must be presented to the court, a hearing held, and a finding made, for exemption or withdrawal from arbitration for "strong and compelling reason" sought pursuant to Rule 1(d), Rules of Circuit Court Arbitration.

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

Wells Fargo Bank, NA Ultimate Successor to First
Union National Bank,

Plaintiff,

vs.

Albert J. Sanders a/k/a Albert Jerry Sanders, Jr.
a/k/a Albert J. Sanders, Palmetto/Carolina Funding,
LLC and S.C. State Credit Union,

Defendant(s).

IN THE COURT OF COMMON PLEAS

FILED

C/A NO.: _____

2011 JAN 25 12:54

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

COMPLAINT

(Non-Jury)

FORECLOSURE
OF REAL ESTATE
MORTGAGE
(Deficiency Judgment Waived)

The Plaintiff above named, complaining of the Defendant(s) herein alleges that:

1. Plaintiff, Wells Fargo Bank, NA Ultimate Successor to First Union National Bank, is a business
X entity duly authorized to conduct business in the State of South Carolina.

2. Upon information and belief, the Defendant Albert J. Sanders a/k/a Albert Jerry Sanders, Jr. a/k/a
A Albert J. Sanders is a resident and citizen of the County of Lexington, State of South Carolina;
and, Defendants Palmetto/Carolina Funding, LLC and S.C. State Credit Union are business
entities and are duly authorized to conduct business in the State of South Carolina.

3. The real property hereinafter described, that is the subject of this action, is situated and located in
X the County of Lexington, State of South Carolina, and this Court has proper jurisdiction over the
subject matter and the parties of this action.

4. Heretofore, on January 23, 2002, Albert J. Sanders, Jr. (aka Albert Jerry Sanders, Jr. a/k/a Albert
J. Sanders) (hereinafter "Borrower(s)") made, executed, and delivered to First Union National
Bank (hereinafter "Lender") a certain Fixed Rate Note in writing (hereinafter "Note"), wherein
and whereby Albert J. Sanders, Jr. (aka Albert Jerry Sanders, Jr. a/k/a Albert J. Sanders) promised
to pay to First Union National Bank, the principal sum of \$46,611.50, together with interest at the
rate of 7.59% per annum on the unpaid balance; said principal and interest being payable in
monthly installments thereafter until the said Note is fully paid.

5. In order to secure the payment of said Note, the said Albert Jerry Sanders, Jr. (a/k/a Albert J.

Sanders, Jr. a/k/a Albert J. Sanders) (hereinafter "Mortgagor(s)"), did on the same date, to wit, January 23, 2002, make, execute, and deliver to First Union National Bank, its successors and assigns, a certain mortgage (hereinafter "Mortgage") securing the below described real property, including any and all improvements to the property, located in the County and State aforesaid (hereinafter "Property"):

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the Town of Pine Ridge, County of Lexington, State of South Carolina, the same being shown as Lot 5 on a plat of Martin & Associates, by Robert Collingwood, dated January 15, 1970, and also being shown on a plat prepared for Thomas E. Williams and Brenda K. Williams by Belter & Associates, Inc., April 3, 1987 and recorded April 20, 1987 in Book 217-G at Page 508 in the RMC Office for Lexington County. For a more accurate description of said lot reference is made to the above mentioned plat.

This being the same property conveyed to Albert Jerry Sanders, Jr. (a/k/a Albert J. Sanders a/k/a Albert J. Sanders, Jr.) herein by deed of the Master in Equity for Lexington County dated 5/19/00 and recorded in Recorded Book 5791 page 168. Thereafter conveyed to Sun Haven, LLC by deed from Albert Jerry Sanders, Jr. by deed dated 8/7/07 and recorded on 11/26/07 in Book 12497 at Page 43. Later conveyed from Sun Haven, LLC to Albert Jerry Sanders, Jr. by deed dated January 7, 2011 and recorded January 7, 2011 in Book 14667 at Page 306.

Parcel Number: 006721-02-007

Property Address: 212 Adkins Cir, West Columbia, SC 29170

6. Said Mortgage was dated January 23, 2002 and recorded on January 28, 2002 in Book 6955 at Page 263, in the Lexington County Registry.
7. Thereafter the Mortgage and its accompanying Promissory Note were transferred to the Plaintiff herein by assignment and/or corporate merger.
8. The Mortgage evidences and secures the repayment of money advanced by the Lender to, or on behalf of, the Mortgagor(s) and constitutes a valid purchase money, first lien on the Property.
9. As required by an Administrative Order issued by the South Carolina Supreme Court dated May 22, 2009, the Plaintiff states that this loan is owned or guaranteed by Fannie Mae, or it is owned or guaranteed by FHLMC, or the Servicer has signed an agreement to participate in the Home Affordable Modification Program ("HMP"); however, Plaintiff alleges upon information and belief, that the loan does not qualify for a modification under the above foreclosure prevention

program because the subject Property is not the primary residence of the Borrower.

10. Any notice required by the terms of the Mortgage or by State or Federal law has been given to the applicable defendant(s) prior to the commencement of this action.
11. In and by the terms of said Note and the Mortgage securing the same, it is provided, among other things, that on failure to pay any installment of either principal or interest or any portion thereof when due, or if any of the conditions and requirements in the Mortgage securing the same not be complied with, then the whole principal sum and accrued interest shall at the option of the legal holder thereof become at once due and payable without notice, and collectible by foreclosure.
12. In and by the terms of the said Note it is further provided that the maker thereof shall pay all collection costs including reasonable attorneys fees if the said Note be placed in the hands of an attorney for collection after default.
13. Plaintiff waives its right to a deficiency judgment as to any defendant for amounts due on the herein described note and mortgage.
14. The installments of principal and interest falling due from and after June 13, 2009, have not been paid although demand for the payment thereof has been made. The Plaintiff, as holder of the said Note and Mortgage, has and does hereby elect to declare the entire balance of said principal and interest due and payable at once; that there is now due and owing and unpaid upon the said Note and Mortgage the full and just principal sum of \$43,095.54, together with interest at the rate of 7.73% per annum, the current/modified rate of interest, from the date of the last payment, together with reasonable attorneys fees for the collection thereof and the costs of this action. Plaintiff may be forced to pay sums for taxes, insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.
15. Upon information and belief, said information having been obtained from the records of Lexington County, South Carolina, the Defendant(s) below named has/have or may claim to have some interest in or lien upon the Property by virtue of the matters and things herein below alleged, to-wit:

- A. The Defendant, Palmetto/Carolina Funding, LLC, has or may claim to have some interest in the Property by virtue of mortgage given by Albert Jerry Sanders, Jr. in the original principal amount of \$150,000.00, which mortgage was recorded in the Lexington County Registry on May 6, 2005 in Mortgage Book 10112 at Page 313. Said mortgage is junior and subordinate to the Plaintiff's mortgage and should be removed from title to the Property upon the completion of a properly held foreclosure sale of the Property.
- B. The Defendant, S.C. State Credit Union, has or may claim to have some interest in the Property by virtue of that certain pending Case Number 2009-CP-32-04832 and any judgment resulting from said case. Any judgment/lien will be junior and subordinate to Plaintiff's mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

WHEREFORE, Plaintiff prays judgment that:

1. The amount due upon the said Note and Mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.
2. Appoint a Receiver to collect the rents, issue, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.
3. Plaintiff's Mortgage be declared a valid purchase money, first lien and that Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due or which may be or have been paid by Plaintiff, together with attorney's fees and for the costs of this action.
4. The Property be sold according to law and the practice of this Court, the equity of redemption be barred and that the proceeds of sale be applied as follows:

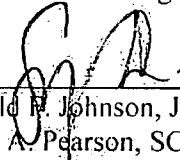
First, to the costs and expenses of the within action and said sale;

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

Third, the surplus, if any, be distributed according to law;

5. For such other and further relief as may be just and proper.

FURTHER, in the event the successful bidder (at the time of this foreclosure sale) is other than the Defendant(s) in possession herein, the Sheriff of Lexington County will be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located therein, and put the successful bidder or his assigns in full, quiet and peaceable possession of said Property without delay, and to keep the successful bidder or his assigns in such peaceable possession.



Ronald P. Johnson, Jr, SC Bar #16931
Mark A. Pearson, SC Bar #15926
Brian L. Campbell, SC Bar #74521
• Suzanne E. Brown, SC Bar #76440
Jason L. Branham, SC Bar #72902
Adam J. Russo, SC Bar #78676
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 888-726-9953 Fax 866-676-7658
Attorneys for Plaintiff

Dated: 1 / 24 / 11
Wilmington, North Carolina

FILED
2011 JAN 25 12:54
JETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

**NOTICE REQUIRED BY THE FAIR DEBT
COLLECTION PRACTICES ACT
15 U.S.C. Section 1601, As Amended**

-The amount of the debt as of June 13, 2009, is the principal sum of \$43,095.54, with interest from the date that the last payment was made, advances, late charges, and the costs and disbursements of this action, including attorney's fees.

-The plaintiff named in the attached Summons and Complaint is the creditor to whom the debt is owed.

-The debt is described in the Complaint attached hereto and will be assumed to be valid by the creditor's law firm, unless the debtor, within thirty days after the receipt of this notice, disputes the validity of the debt or some portion thereof.

-If the debtor notifies the creditor's law firm within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.

-If the creditor named as plaintiff in the attached Summons and Complaint is not the original creditor, and if the debtor makes a request to the creditor's law firm within thirty days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm.

-Requests may be made in writing addressed to Brock & Scott, PLLC, 3800 Fernandina Road, Suite 110, Columbia, SC 29210; by telephone at (803) 454-3540; by fax to (803) 454-341; or by email to SCFCLTeam@brockandscott.com.

-This notice should not be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.

***** THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE BEEN
DISCHARGED IN A CHAPTER SEVEN BANKRUPTCY, WE ARE NOT SEEKING
PERSONAL LIABILITY AGAINST YOU, BUT ARE PURSUING THE RIGHTS
AGAINST THE PROPERTY AS PROVIDED IN THE SECURITY AGREEMENTS*****

NOTICE REGARDING MILITARY SERVICE

If you are currently or have within the last nine (9) months been in the military service AND joined after signing the mortgage (aka Deed of Trust or Security Deed) that is now in foreclosure, please notify this office immediately.

You may be entitled to some protections under the Servicemembers Civil Relief Act. When contacting this office as to your military service, you must provide us with positive proof as to your military status.

If you do not provide this information, we will presume that you are not entitled to protection under the above-mentioned Act.

STATE OF SOUTH CAROLINA
AFFIDAVIT OF SERVICE

FILED

COUNTY OF LEXINGTON

IN THE COURT OF
COMMON PLEAS COURT

JAN 28 2:01

DOCKET # 2011-CP-32-00293
10-28358

DETHA A. GARRIGO
CLERK OF COURT
LEXINGTON SC

WELLS FARGO BANK, NA ULTIMATE SUCCESSOR TO FIRST UNION
NATIONAL BANK,

~ VS ~

ALBERT J. SANDERS a/k/a ALBERT JERRY SANDERS, JR. a/k/a
ALBERT J. SANDERS, et al.,

THE UNDERSIGNED, CINDI LOONEY, BEING DULY SWORN SAYS THAT SHE
SERVED THE FOLLOWING:

(1) LIS PENDENS, (2) SUMMONS & NOTICES (3) COMPLAINT

IN THE FOREGOING ACTION ON ALBERT J. SANDERS a/k/a ALBERT
JERRY SANDERS, JR. a/k/a ALBERT J. SANDERS, AND BY DELIVERING
TO, HIM PERSONALLY, AND BY LEAVING WITH HIM A COPY OF THE SAME AT;

131 EAST CHATEAU DRIVE, WEST COLUMBIA, SOUTH CAROLINA 29170
(FULL ADDRESS WHERE SERVED)

DESCRIPTION OF PARTY RECEIVING DOCUMENTS: *White male; Approximately 40-45
years of age, 5'7", 200 LBS, Married, Non-Military*

ON THIS, 25TH DAY OF JANUARY 2011, AT 04:45 PM, AND THAT, SHE KNOWS
THE PERSON SO SERVED TO BE THE PARTY MENTIONED AND DESCRIBED IN
THE PLEADINGS SERVED, AND THAT SHE IS NOT A PARTY TO NOR
INTERESTED IN THE ACTION.

DAVID W. LOONEY
David W. Looney

Cindi Looney
CINDI LOONEY ~ PROCESS SERVER

SWORN BEFORE ME THIS, 25TH DAY OF JANUARY 2011
DAVID W. LOONEY, NOTARY PUBLIC, STATE OF SOUTH CAROLINA;
MY COMMISSION EXPIRES, SEPTEMBER 22, 2013

☐ cc: Box
☐ cc: Mail
☒ cc: Person *TD*
☐ cc: None

Southern Process Service, 924 John Fox Court, Lexington, South Carolina 29072
(803) 331-9571

COPY
FILED

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON)

CASE NO: 2011- CP-32-0293 2011 FEB 22 P 2: 30

WELLS FARGO BANK, NA)
COMPANY, ultimate successor to)
First National Bank,)

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

PLAINTIFF,)

VS)

ANSWER

ALBERT J. SANDERS, JR. a/k/a ALBERT)
JERRY SANDERS, JR., PALMETTO/)
CAROLINA FUNDING, LLC, and S.C.)
STATE CREDIT UNION,)

DEFENDANTS.)
_____)

The Defendant, Albert Jerry Sanders, Jr. would answer the Plaintiff's Complaint as follows:

1. Each and every allegation contained in the Complaint and not hereinafter admitted, qualified or explained, is denied and strict proof demanded thereof.
2. That the Defendant admits the allegations of paragraphs 1, 2, and 3.
3. The Defendant admits so much of paragraphs 4 and 5 that allege that he signed the subject Note and mortgage.
4. The Defendant admits paragraph 6.
5. The Defendant denies the allegations of paragraphs 6, 7, 8, 9 and 10.
6. The Defendant admits the allegations of paragraphs 11, 12, and 13.
7. The Defendant denies the allegations of paragraph 14.
8. The Defendant admits so much of paragraph 15 as alleges that the Defendant Palmetto/Carolina Funding, LLC has, or may claim an interest in the subject property.

FOR A SECOND AND AFFIRMATIVE DEFENSE

9. Each and every allegation contained in the First Defense and consistent herewith is incorporated here as if repeated verbatim.

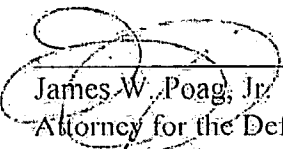
10. That the Plaintiff's successor failed to properly document the Defendant's loan application and thus over-qualified the Defendant for this loan. That Plaintiff's successor knew or should have known that the Defendant did not have the income to service or afford the loan.

11. That the Plaintiff and/or its successor agreed to restructure the loan so that missed payments would be placed on the back of the loan and thus cure the default. That the Plaintiff breached that agreement in that it refused to accept such payments and filed this foreclosure action.

12. That the foregoing constitute 'unclean hands' on behalf of the Plaintiff and the Defendant is informed and believes that the relief sought by the Plaintiff should be denied.

WHEREFORE, having fully answered the Plaintiff's Complaint, the Defendant prays:

- a. That the Plaintiff's action be dismissed;
- b. For such other and further relief as may be just and proper.


James W. Poag, Jr.
Attorney for the Defendant
PO Box 6422
West Columbia, SC 29171
Phone: 794-6340
Fax: 796-8748

February 21, 2011

COPY

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS

CASE NO: 2011- CP-32-0293

2011 FEB 22 P 2: 30

WELLS FARGO BANK, NA)
COMPANY, ultimate successor to)
First National Bank,)

PLAINTIFF,)

VS)

ALBERT J. SANDERS, JR. a/k/a ALBERT)
JERRY SANDERS, JR., PALMETTO/)
CAROLINA FUNDING, LLC, and S.C.)
STATE CREDIT UNION,)

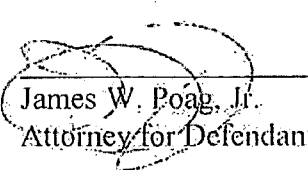
DEFENDANTS.)

CERTIFICATE OF
SERVICE BY MAIL

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

I, James W. Poag, Jr., attorney for the Defendant, Albert Jerry Sanders, Jr. in the above captioned matter, do hereby certify that I did this date place in the United States Mail, with postage prepaid and return address clearly indicated, a copy of Answer, to:

Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210


James W. Poag, Jr.
Attorney for Defendant

February 21, 2011

ORIGINAL

LMC

SCANNED

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED

IN THE COURT OF COMMON PLEAS
C/A NO.: 2011-CP-32-00293

Wells Fargo Bank, NA Ultimate Successor to First
Union National Bank,

2012 MAY 31 P 1:57

Plaintiff,

vs.

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

ORDER OF REFERENCE

Albert J. Sanders a/k/a Albert Jerry Sanders, Jr. a/k/a
Albert J. Sanders, Palmetto/Carolina Funding, LLC
and S.C. State Credit Union,

Defendant(s).

Upon motion of the undersigned attorney, as attorney for Plaintiff, it appearing that no Defendant in this case has requested a jury trial; and it further appearing, pursuant to the revised Rule 53(b) South Carolina Rules of Civil Procedure, that this is a proper matter to refer to The Honorable Clyde R Davis as Special Referee for Lexington County.

Now therefore, IT IS ORDERED that the above entitled cause be, and the same is hereby, referred to The Honorable Clyde R Davis as Special Referee for Lexington County for a final foreclosure hearing to be held, wherein the Special Referee will make appropriate findings of fact and conclusions of law with authority to dispose of any and all issues and enter a final judgment in the cause, without further order of court, to order a judicial sale on any day, not just a regular judicial sales day and to hear any issues and make any orders after sale or judgment, including but not limited to, issues involving surplus funds pursuant to Rule 71(c) SCRCP, Petitions or Motions relating to Writ of Assistance or any other actions as to possession, and/or removal of property, and issues pursuant to appraisal proceedings under S.C. Code Ann. Section 29-3-680, et seq. (1976 SC Code of Laws, as amended).

Any appeal from the final judgment in this cause shall be to the Supreme Court of South Carolina or Court of Appeals.

Clerk of Court

Columbia, South Carolina

Date: 5/31/2012

WE SO MOVE:

Sarah B. Oliver, SC Bar No. 80165

Brock & Scott, PLLC

3800 Fernandina Road, Suite 110

Columbia, SC 29210

Phone 803-454-3540 Fax 803-454-3541

Attorney for Plaintiff

Chad W. Burgess - SC Bar # 72520

24

B&S No.: 10-28358

ORIGINAL

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

Wells Fargo Bank, NA Ultimate Successor to First Union
National Bank,

Plaintiff,

vs.

Albert J. Sanders a/k/a Albert Jerry Sanders, Jr. a/k/a
Albert J. Sanders, Palmetto/Carolina Funding, LLC and
S.C. State Credit Union,
Defendant(s).

IN THE COURT OF COMMON PLEAS
C/A NO.: 2011-CP-32-00293

FILED

2012 MAY 30 P 2: 24

AFFIDAVIT OF DEFAULT

KEITH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

PERSONALLY APPEARED before me, the undersigned, who being duly sworn, deposes and says that he is one of the attorneys for the Plaintiff in the above-entitled action, and the Defendant(s) above named was/were duly served with the Summons and Complaint in this action.

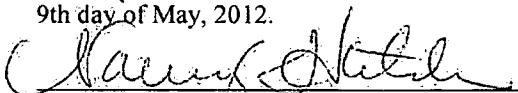
That more than thirty (30) days have elapsed since the service of the Summons and Complaint and no Answer, Demurrer or Notice of Appearance has been received by or served upon the Plaintiff or its attorneys by or on behalf of the Defendant(s) S.C. State Credit Union; Palmetto/Carolina Funding, LLC; and that these Defendant(s) is/are now in default.

Defendant Albert J. Sanders (a/k/a Albert Jerry Sanders, Jr. a/k/a Albert J. Sanders) timely filed a responsive Answer and is not now being held in default.



Brian L. Campbell, SC Bar No. 74521
Suzanne E. Brown, SC Bar No. 76440
Jason L. Branhram, SC Bar No. 72902
Chad Burgess, SC Bar No. 72520
J. Marshall Swails, SC Bar No. 79067
Sarah B. Oliver, SC Bar No. 80165
J. Martin Page, SC Bar No. 100200
Mark A. Pearson, SC Bar No. 15926
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540 Fax 803-454-3541
Attorneys for Plaintiff

Sworn to before me this the
9th day of May, 2012.



Notary Public for South Carolina
Commission Expires: 12/20/2020

25

B&S No.: 10-28358

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

Wells Fargo Bank, NA Ultimate Successor to First
Union National Bank,

Plaintiff,

vs.

Albert J. Sanders a/k/a Albert Jerry Sanders, Jr. a/k/a
Albert J. Sanders, Palmetto/Carolina Funding, LLC and
S.C. State Credit Union,

Defendant(s).

IN THE COURT OF COMMON PLEAS
C/A NO.: 2011-CP-32-00293

ORIGINAL

FILED

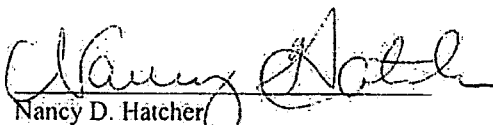
2012 MAY 30 P 2: 24

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

**AFFIDAVIT
NON-MILITARY STATUS**

I the undersigned, being duly sworn, depose and say that I am an employee of Brock & Scott PLLC, attorneys for the Plaintiff in the above-entitled action. The attorneys for the Plaintiff are familiar with the provisions of 50 U.S.C.A. App. §516 et seq., a/k/a Servicemembers Civil Relief Act. In compliance therewith I searched the Department of Defense Manpower Data Center's website database ("database") for the names of each defendant who is both a natural person and a maker of the Note which is the subject of the above-entitled action, as set forth in Plaintiff's Complaint. Additionally, I searched the database for the name of each additional defendant who is a natural person and for whom I was able to obtain the additional identifying information required to perform a search in the database. The results of said searches do not indicate that said defendants are in the military service. Based upon said information and belief, it appears proper to the attorneys for the Plaintiff that this court enter judgment against any defendant who has not filed and served an Answer or other responsive pleading in this matter.

Further affiant sayeth not.


Nancy D. Hatcher
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540 Fax 803-454-3541

Sworn to before me this the
9th day of May, 2012.



Notary Public for South Carolina
Commission Expires: 5/24/2020

ORIGINAL

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED

IN THE COURT OF COMMON PLEAS
C/A NO.: 2011-CP-32-00293

Wells Fargo Bank, NA Ultimate Successor to First
Union National Bank,

Plaintiff,

2012 MAY 30 P 2: 24

MOTION AND ORDER INFORMATION FORM
AND COVER SHEET

vs.

Albert J. Sanders a/k/a Albert Jerry Sanders
a/k/a Albert J. Sanders, Palmetto/Carolina Funding
LLC and S.C. State Credit Union,
Defendant(s).

LETHA A. CARRIGG
CLERK OF COURT
LEXINGTON SC

Plaintiff(s) Attorney:

Brian L. Campbell, SC Bar No. 74521
Suzanne E. Brown, SC Bar No. 76440
Jason L. Branham, SC Bar No. 72902
Chad Burgess, SC Bar No. 72520
J. Marshall Swails, SC Bar No. 79067
Sarah B. Oliver, SC Bar No. 80165
J. Martin Page, SC Bar No. 100200
Mark A. Pearson, SC Bar No. 15926

Defendant(s) Attorney:

Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210

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

SECTION I: Hearing Information

Nature of Motion:

Estimated Time Needed:

Court Reporter Needed: ☐ YES / ☒ NO

SECTION II: Motion Type

- () Written motion attached
(X) Form Motion/Order

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

Signature of Attorney for ☒ Plaintiff / ☐ Defendant

05/09/2012

Date Submitted

SECTION III: Motion Fee

- (X) Paid - Amount: \$25.00
() Exempt:

- ☐ Motion for Stay in Bankruptcy
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)
☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions

Name of Court reporter: _____

☐ Other: _____

JUDGE'S SECTION

- ☐ Motion fee to be paid upon filing of the attached order.
☐ Other: _____

JUDGE

Code:

Date:

CLERK'S VERIFICATION

Collected by: _____

DATE FILED

☐ Motion fee Collected: _____

☐ Contested - Amount Due: _____

27

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

Wells Fargo Bank, NA Ultimate Successor to First
Union National Bank,
Plaintiff,

vs.

Albert J. Sanders a/k/a Albert Jerry Sanders, Jr. a/k/a
Albert J. Sanders, Palmetto/Carolina Funding, LLC
and S.C. State Credit Union,
Defendant(s).

IN THE COURT OF COMMON PLEAS
C/A NO.: 2011-CP-32-00293

NOTICE OF FINAL HEARING

YOU WILL PLEASE TAKE NOTICE THAT, by virtue of the Order of Reference issued in the above-entitled cause, The Honorable Clyde N. Davis, Special Referee for Lexington County, has appointed January 12, 2016 at 11:00AM at 205 East Main Street, Room 2A, Lexington, SC 29072 as the time and place for holding a Final Hearing, at which time and place all interested parties will appear, and that the Plaintiff intends to prepare and submit a Record of Hearing containing written testimony. The Special Referee will be authorized to enter a final judgment and to order the judicial sale of the property subject to foreclosure herein.

You are requested to notify Brock & Scott, PLLC at phone number (803) 454-3540 of your intention to appear.



Chad W. Burgess SC Bar No. 72520
Brock & Scott, PLLC
Westpark Center
3800 Fernandina Road Suite 110
Columbia, SC 29210
Phone 803-454-3540 Fax 803-454-3541
Attorneys for Plaintiff

Dated: December 28, 2015
Columbia, South Carolina



STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON
Wells Fargo Bank, NA Ultimate Successor to First
Union National Bank,
Plaintiff,

vs.

Albert J. Sanders a/k/a Albert Jerry Sanders, Jr.
a/k/a Albert J. Sanders, Palmetto/Carolina
Funding, LLC and S.C. State Credit Union,
Defendant(s).

IN THE COURT OF COMMON PLEAS
C/A NO.: 2011-CP-32-00293

CERTIFICATE OF SERVICE BY MAIL

The undersigned hereby certifies that he/she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion as to be competent to serve papers.

That on the 28th day of December, 2015, he/she served a copy of the Notice of Hearing by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Pleading: Notice of Final Hearing
Party (ies) Served:

Occupants
212 Adkins Circle
West Columbia, SC 29170

Palmetto/Carolina Funding, LLC
c/o Albert J. Sanders, Jr., Registered Agent
131 E. Chateau Drive
West Columbia, SC 29170

James W. Poag, Jr., Esquire
c/o Albert J. Sanders, Jr.
P.O.Box 6422
West Columbia, SC 29171

S.C. State Credit Union
c/o Christy C. Jones, Attorney
P. O. Box 2599
Lexington, SC 29071



Brock & Scott, PLLC

Columbia, South Carolina

STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
COUNTY OF LEXINGTON) C/A No. 2011-CP-32-00293

Wells Fargo Bank, N.A., Ultimate
Successor to First Union National
Bank,

Plaintiff,

v.

Albert J. Sanders a/k/a Albert Jerry
Sanders, Jr., Palmetto Carolina Funding,
L.L.C., and South Carolina State Credit
Union,

Defendants.

HEARING

COPY

Tuesday, January 12, 2016
11:08 a.m. - 1:25 p.m.

The hearing before the Honorable Clyde M. Davis, Jr., as Special Referee for Lexington County, was taken at 205 East Main Street, Suite 204, Lexington, South Carolina on the 12th day of January, 2016 before Jennifer Nottle, Court Reporter and Notary Public in and for the State of South Carolina.

30



CREEL COURT REPORTING, INC.
1230 Richland Street / Columbia, SC 29201
(803) 252-3445 / (800) 822-0896

APPEARANCES

Chad W. Burgess, Esquire
 Brock & Scott, P.L.L.C.
 3800 Fernandina Road, Suite 110
 Columbia, South Carolina 29210
 Attorney for the Plaintiff

James W. Poag, Jr., Esquire
 Poag & Poag, Attorneys At Law
 116 Pineview Road
 West Columbia, South Carolina 29169
 Attorney for the Defendant Albert J. Sanders, Jr.

INDEX

Preliminary Matters 4

JODIE HAWKINS:

MR. BURGESS . . DIRECT EXAMINATION 4
 MR. POAG . . . CROSS-EXAMINATION 26
 MR. BURGESS . RE-DIRECT EXAMINATION 45

ALBERT J. SANDERS JR.:

MR. POAG . . . DIRECT EXAMINATION 47
 MR. BURGESS . . CROSS-EXAMINATION 59

CLOSING ARGUMENTS:

MR. BURGESS 88
 MR. POAG 92
 Certificate 103

EXHIBITS

(Plaintiff's Exhibits One Through Seven were pre-marked before the hearing and admitted into the record as follows:)

Plaintiff's Exhibit Number One 7
 (Note)
 Plaintiff's Exhibit Number Two 9
 (Mortgage)
 Plaintiff's Exhibit Number Three 11
 (Letters from Comptroller Regarding
 Merger)
 Plaintiff's Exhibit Number Four 15
 (Affidavit of Statement of Verified
 Account)



Plaintiff's Exhibit Number Five	18
(Transaction Statement)	
Plaintiff's Exhibit Number Six	20
(Affidavit of Attorney's Fees and Costs)	
Plaintiff's Exhibit Number Seven	26
(Bankruptcy Application)	
Plaintiff's Exhibit Number Eight	26
(Summary of Liabilities)	
Plaintiff's Exhibit Number Nine	26
(Statement of Change)	
Plaintiff's Exhibit Number Ten	26
(Order Granting Motion to Convert Case)	
Plaintiff's Exhibit Number Eleven	26
(Amended Motion for Relief from Automatic Stay)	
Plaintiff's Exhibit Number Twelve	26
(Order Lifting Stay)	
Plaintiff's Exhibit Number Thirteen	26
(Order Discharging Trustee and Closing Case)	
Defendant's Exhibit Number One	54
(Letter of Satisfaction of Subordinate Lien)	
Defendant's Exhibit Number Two	58
(Independent Foreclosure Review Letter and Check Copy)	
Defendant's Exhibit Number Three	85
(HAMP Guidelines)	



CREEL COURT REPORTING, INC.

1230 Richland Street / Columbia, SC 29201

(803) 252-3445 / (800) 822-0896

1 **THE COURT:** All right. Mr. Burgess, I'll hear from
2 you.

3 **PRELIMINARY MATTERS:**

4 **MR. BURGESS:** Yes, Your Honor. May it please the
5 Court. This is a South Carolina Civil Action
6 Number 2011-CP-32-00293. Your Honor, this is
7 the final hearing on Plaintiff's -- final
8 trial, actually. The Plaintiff's ready to
9 proceed.

10 **THE COURT:** All right, sir.

11 **MR. POAG:** I'm Jim Poag representing the Defendant,
12 Albert Jerry Sanders and we're ready to go
13 forward.

14 **THE COURT:** All right, sir. All right. If you
15 would?

16 **MR. BURGESS:** All right. Your Honor, we're prepared
17 to call our first witness, Ms. Jodie Hawkins.

18 **JODIE HAWKINS,** being duly sworn, testifies as follow

19 **BAILIFF:** Have a seat there and state to the Court
20 your name, please?

21 **THE WITNESS:** Jodie Hawkins.

22 **THE COURT:** All right. You may proceed.

23 **MS. HAWKINS - DIRECT EXAMINATION BY MR. BURGESS:**

24 **MR. BURGESS:** Thank you, Your Honor.

25 **Q:** Ms. Hawkins, where are you currently employed?



CREEL COURT REPORTING, INC.

1230 Richland Street / Columbia, SC 29201

(803) 252-3445 / (800) 822-0896

1 A: Wells Fargo Bank.

2 Q: And how long have you been employed there?

3 A: Well, I started with Wachovia in 2008 through
4 the merger. So about seven years now.

5 Q: Seven years. And what is the nature of your
6 employment?

7 A: I'm a loan verification analyst. I handle
8 contested foreclosures and appear at trials,
9 mediations, and depositions.

10 Q: And in your experience with Wells Fargo, do
11 they retain records regarding the mortgage
12 loans that they service?

13 A: Yes.

14 Q: And do you have access to those general
15 records?

16 A: Yes.

17 Q: And do those records reflect the existence of
18 a mortgage loan to the Defendant in this
19 action, Albert J. Sanders, also known as Albert
20 Jerry Sanders, Jr.?

21 A: Yes.

22 Q: And do you have access and knowledge of the
23 records regarding that particular loan?

24 A: Yes.

25 **MR. BURGESS:** Your Honor, may I approach the



1 witness?

2 **THE COURT:** Yes.

3 Q: Ms. Hawkins, I've handed you what's been
4 previously marked as Plaintiff's Exhibits One
5 through Six. I'd like to direct your attention
6 to the document marked as Plaintiff's Exhibit
7 Number One. Do you recognize that document?

8 A: Yes.

9 Q: And is that document a copy of the Note that's
10 the subject of this action?

11 A: Yes.

12 Q: And is that note dated January 23rd, 2002?

13 A: Yes, it is.

14 Q: And what is the principal balance of that Note?

15 A: \$46,611.50.

16 Q: And do you know who the original lender is?

17 A: First Union.

18 Q: And is that a national bank?

19 A: Yes, it is.

20 Q: And does that note appear to bear the signature
21 of the Defendant?

22 A: Yes, it does.

23 Q: And is the Plaintiff the current holder of the
24 original Note?

25 A: Yes.



1 Q: And possession of that Note, is it here today
2 in the courtroom with you?

3 A: Yes, it is.

4 Q: Your Honor, may I approach the witness again?

5 **THE COURT:** Yes, sir.

6 Q: Now, I've just handed you a document there.
7 Can you identify that document?

8 A: Yes, it's the original Note.

9 Q: That's in the possession of the Plaintiff?

10 A: Correct.

11 Q: You're here on behalf of Wells Fargo?

12 A: Yes, that is correct.

13 Q: Your Honor, at this time I would like to submit
14 a copy of the original Note as Plaintiff's
15 Exhibit Number One?

16 **MR. POAG:** Without objection, Your Honor.

17 **THE COURT:** All right.

18 **(Plaintiff's Exhibit Number One admitted into the**
19 **record at this time.)**

20 **MR. BURGESS:** Your Honor, would you like to inspect
21 the original as well?

22 **THE COURT:** Not unless there's some issue about it.
23 I'll look at it if it comes up.

24 **MR. POAG:** No, sir. We acknowledged in our Answer
25 that he had executed the Note and the Mortgage.



1 **THE COURT:** All right.

2 **MR. POAG:** I've looked at the original he's handed
3 me and it comports with the copy.

4 **THE COURT:** Okay.

5 **Q:** Now, Ms. Hawkins, is the Note that you've
6 identified there as Exhibit Number One, is that
7 secured by a Mortgage on real property?

8 **A:** Yes.

9 **Q:** And I would like to direct your attention to
10 Plaintiff's Exhibit Number Two. Is that a true
11 and accurate copy of the Mortgage?

12 **A:** Yes.

13 **Q:** And the original mortgagee in that case, was
14 that First Union National Bank?

15 **A:** Yes, that's correct.

16 **Q:** And can you tell me the secured property
17 address?

18 **A:** 212 Adkins Circle, West Columbia, South
19 Carolina 29170.

20 **Q:** And is there a property description affixed to
21 the Mortgage that more fully describes the
22 property?

23 **A:** Yes, there is.

24 **Q:** And does that document appear to bear the
25 signature of Mr. Sanders?



1 A: Yes, it does.

2 Q: And at the time of the Mortgage was Mr. Sanders
3 the sole owner of the subject property?

4 A: Yes.

5 Q: And was that Mortgage recorded here in
6 Lexington County on January 28th, 2002 in Book
7 6955 at Page 263?

8 A: Yes.

9 **MR. BURGESS:** Your Honor, at this time I'd like to
10 submit as Plaintiff's Exhibit Number Two, for
11 evidence, a copy of the Mortgage that's the
12 subject of this action.

13 **THE COURT:** All right, sir. Any objections, Mr.
14 Poag?

15 **MR. POAG:** I just wanted to see what they're
16 offering.

17 **MR. BURGESS:** It's the same copy of what you have
18 there.

19 **MR. POAG:** No objection.

20 **THE COURT:** All right, sir.

21 **(Plaintiff's Exhibit Number Two was admitted into the**
22 **record at this time.)**

23 Q: Now, Ms. Hawkins, effective April 1st, 2002,
24 did First Union National Bank merge with
25 Wachovia Bank, National Association?



1 A: Yes.

2 Q: And then subsequently, effective March 20th,
3 2010, did Wachovia Bank, National Association
4 merge into Wells Fargo Bank, National
5 Association?

6 A: Yes.

7 Q: And I want to direct your attention to the
8 documents that have been pre-marked as
9 Plaintiff's Exhibit Number Three. Does that
10 document constitute two letters -- a true and
11 accurate copy of two letters from the office of
12 the Comptroller of the Currency of the United
13 States that officially acknowledges these two
14 mergers?

15 A: Yes.

16 Q: And are these numbers ---

17 **MR. POAG:** Your Honor, I'm going to object to that
18 testimony. These letters are dated April of
19 2002. I don't think she was with the bank.
20 She's told me -- testified earlier that it was
21 seven or eight years; is that not correct?

22 **THE WITNESS:** That's correct.

23 **MR. POAG:** She didn't prepare the letters. She
24 didn't sign the letters. She didn't receive
25 the letters. I don't see how she can testify



1 to it.

2 **MR. BURGESS:** Your Honor, two things very briefly.
3 These letters are both from the office of the
4 Comptroller of the Currency seal, they're
5 publically available, public information, as
6 far as the mergers between First Union and
7 Wachovia, and then Wachovia into Wells Fargo.
8 As an employee of Wells Fargo, Ms. Hawkins does
9 have knowledge of the corporate mergers and
10 these are documents that are regularly kept in
11 the business records of Wells Fargo. She's
12 testified that she does have knowledge of those
13 records. And that would include these
14 particular documents, which also are of public
15 records which would get by any hearsay
16 exception.

17 **MR. POAG:** Well, Your Honor, I could read it and I
18 can say I have knowledge of it too, but that
19 doesn't mean I can get it into evidence or
20 authenticate it. That's my problem. We're
21 dealing with a very drastic measure here today,
22 foreclosure of my gentleman's house.

23 **THE COURT:** Well, I'm going to admit it. I'm going
24 to overrule the objection.

25 **(Plaintiff's Exhibit Number Three was admitted into**



1 the record at this time.)

2 Q: And, Ms. Hawkins, as I asked, those documents
3 are all publically available; is that correct?

4 A: Correct.

5 Q: And moving onto the indebtedness, have all of
6 the payments that are due and owing under the
7 Note and Mortgage, have they all been made?

8 A: No.

9 Q: And pursuant to that default, has the Plaintiff
10 chosen to accelerate the balance and foreclose?

11 A: Yes.

12 Q: I'd like to direct your attention to the
13 document marked Plaintiff's Exhibit Number
14 Four. Is that a true and accurate copy of
15 Affidavit of Verified Statement of Account that
16 was filed here in Lexington County on July
17 20th, 2015?

18 A: Yes.

19 Q: And based on your knowledge of the records are
20 affidavits of verified statement of accounts
21 something that's regularly produced in
22 foreclosure actions?

23 A: Yes.

24 Q: And do you have access and knowledge to the
25 information that's reported in that document?



1 A: Yes.

2 Q: And does that document accurately reflect the
3 amounts that are due and owing on that loan?

4 **MR. POAG:** Objection, Your Honor. Again, she's
5 testifying about an affidavit she did not
6 prepare. I mean, she can testify that she says
7 she has intimate knowledge of this loan. She
8 can testify, I guess, as to what the default
9 date was, what the charges are, maybe even
10 what the balance is. But this document that
11 she wants to get into evidence -- or that
12 counsel wants to get into evidence is signed by
13 some other person not appearing before this
14 Court. I don't know how I can cross-examine a
15 document -- her about a document that she
16 didn't prepare. I don't think she's got any
17 knowledge, except reading it.

18 **THE COURT:** Mr. Burgess, can you get in what you
19 need by her testifying of her own knowledge
20 rather than from the affidavit? Let's try to
21 do that.

22 **MR. BURGESS:** Well, Your Honor, that's exactly what
23 the affidavit does. I point out two things
24 about the affidavit. It is a compilation that
25 would be a hearsay exception as a business



1 record. It was made at or near the time of the
2 recording. It complies with all of the
3 elements of being a business record that can
4 come in as a compilation or report showing the
5 amounts owed. I believe Ms. Hawkins also has,
6 you know, knowledge of all the other records as
7 well. But I think this document can come in.
8 I would also point out that it's been filed
9 since July of last year. It is a public record
10 as well. It's been filed in this action
11 publically since July of 2015.

12 **THE COURT:** Well, I don't think that I can admit it
13 on that basis. You can file anything and put
14 it on the record in a case.

15 **MR. BURGESS:** I mean the document on its face
16 outlines the business records exception.
17 Paragraph two says, in the regular performance
18 of job functions, he's familiar with the
19 business records. It's maintained by Wells
20 Fargo. This is the same exact information that
21 Ms. Hawkins is ---

22 **THE COURT:** All right. I'm going to go ahead and
23 admit it on that basis.

24 **MR. POAG:** Your Honor, I'm just -- not to argue with
25 you. If I could just very briefly, state ---



1 **THE COURT:** Yes, sir.

2 **MR. POAG:** --- I don't think she's laid a proper
3 foundation -- he's laid a proper foundation to
4 get it in, otherwise, it's a business record.
5 I mean, he's bootstrapping the document itself,
6 that nobody in this room prepared, and say it's
7 a business record.

8 **THE COURT:** Well, I mean, I understand what you're
9 saying. I just don't think they've got to
10 bring in everybody that prepared every document
11 in the file and testify about the documents.
12 I'm going to overrule the objection.

13 **(Plaintiff's Exhibit Number Four was admitted into**
14 **the record at this time.)**

15 **Q:** And Ms. Hawkins, I also like to direct your
16 attention to the document marked as Plaintiff's
17 Exhibit Number Five. Is that a true and
18 accurate copy of the Transaction Statement
19 regarding this loan?

20 **A:** Yes.

21 **Q:** And is that document dated December 3rd, 2015?

22 **A:** Yes, that's correct.

23 **Q:** And is that a printout of the records of Wells
24 Fargo regarding the transactions made on this
25 particular loan?



1 A: Yes.

2 Q: And does that accurately reflect business
3 records of Wells Fargo regarding the amount of
4 the indebtedness?

5 A: Yes.

6 Q: Your Honor, at this time I would like to submit
7 the Transaction Statement as well, Plaintiff's
8 Exhibit Number Five.

9 **THE COURT:** All right. Mr. Poag?

10 **MR. POAG:** Same objection, Your Honor. This
11 document -- I mean, if she can lay a foundation
12 as to how she prepared it. If she prepared it
13 in anticipation of trial or whatever. I mean,
14 I think it would be certainly admissible that
15 way. But she's testified that it's accurate.
16 I mean, I don't know how she can say it's
17 accurate unless she prepared it. But she's got
18 other documents that she referred to, to
19 prepare this document. I mean, this is a -- I
20 think this is just rank hearsay.

21 **THE COURT:** Mr. Burgess, with this issue you need to
22 lay a little better foundation for it, what
23 she knows about it.

24 **MR. BURGESS:** Yes, sir. I would be happy to ask her
25 some further questions about the document. Ms.



1 Hawkins, regarding the entries shown on this
2 document, were they made at or near the time
3 that the entry was submitted, the particular
4 transaction showing?

5 A: Yes.

6 Q: And regarding each particular entry, was that
7 entry, based on your experience with Wells
8 Fargo, entered by someone with knowledge
9 regarding that particular transaction?

10 A: Yes.

11 Q: And when you were preparing this -- let me ask
12 you this, was this document prepared to outline
13 the records that Wells Fargo normally keeps?

14 A: Yes.

15 Q: Is this a document that you yourself have
16 knowledge of the contents?

17 A: Yes.

18 Q: And you reviewed each page of the document and
19 each entry?

20 A: Yes.

21 Q: Your Honor, again, I would like to submit this
22 as a --

23 **THE COURT:** All right.

24 **MR. POAG:** I would renew my objection, Your Honor.

25 **THE COURT:** All right. I'm going to overrule it.



1 (Plaintiff's Exhibit Number Five was admitted into
2 the record at this time.)

3 Q: And Ms. Hawkins, the amount shown on the
4 Affidavit of Verified Statement of Account and
5 the transactions shown on the Transaction
6 Statement, are they consistent?

7 A: Yes, they are.

8 Q: And do they show a default date for the
9 Defendant regarding the amounts due and owing?

10 A: Yeah, the default date is June of 2009.

11 Q: So the interest runs from March 29th of 2009
12 through today?

13 A: Yes, that's correct.

14 Q: But as far as the judgment figures, Wells Fargo
15 is only seeking interest through July 6th,
16 2015; is that correct?

17 A: Correct.

18 Q: And what is the current interest rate on the
19 loan?

20 A: 7.59.

21 Q: Thank you. Is there a principal balance due
22 and owing?

23 A: Yes, \$43,095.54.

24 Q: Are there any late charges?

25 A: Yes, \$80.



1 Q: Have there been any hazard insurance that Wells
2 Fargo's had to pay?

3 A: Yes, in the amount of \$1,435.

4 Q: What about taxes, has Wells Fargo had to pay
5 any taxes?

6 A: Yes, in the amount of \$5,472.58.

7 Q: Thank you. And the total amount of the
8 indebtedness, exclusive of any attorneys fees
9 and court costs in this action, do you know
10 what that figure would be?

11 A: \$70,569.12.

12 Q: And again, that interest runs through July 6th,
13 2015; is that correct?

14 A: That is correct.

15 Q: And is Wells Fargo also seeking an award of the
16 attorneys fees and court costs in this action?

17 A: Yes.

18 **MR. BURGESS:** Your Honor, I've prepared an Affidavit
19 of Attorney's Fees and Costs from our office.
20 The original is there. It's been pre-marked as
21 Plaintiff's Exhibit Number Six. I would like
22 to submit that as evidence at this time as
23 well.

24 **THE COURT:** All right. That Exhibit Six?

25 **MR. BURGESS:** Yes, Your Honor, that's correct.



1 **THE COURT:** Mr. Poag?

2 **MR. POAG:** While we don't agree with it, I see no
3 objection to having it put into evidence, Your
4 Honor.

5 **THE COURT:** Okay.

6 **(Plaintiff's Exhibit Number Six was admitted into the**
7 **record at this time.)**

8 Q: All right. Now, Ms. Hawkins, prior to this
9 particular foreclosure action being brought,
10 did Mr. Sanders file bankruptcy?

11 A: Yes.

12 Q: And are you familiar with the records
13 publically available regarding that bankruptcy?

14 A: Yes.

15 Q: And is that bankruptcy case 2009-09094?

16 A: Yes.

17 Q: And that's filed in South Carolina; is that
18 correct?

19 A: Correct.

20 **MR. BURGESS:** Your Honor, may I approach the
21 witness?

22 **THE COURT:** Yes, sir.

23 Q: Now, Ms. Hawkins, I would like to direct your
24 attention to page 16 of 23 of the document that
25 I just handed you. First I would like to ask



1 you, do you recognize that document?

2 A: Yes.

3 Q: And is that document a true and accurate
4 reflection of the public record of Mr. Sanders'
5 application to the bankruptcy court with his
6 statements regarding the amounts of the debts
7 that he owes?

8 A: Yes.

9 **MR. POAG:** Objection, Your Honor, how can she know
10 that?

11 **MR. BURGESS:** Well, Your Honor, it says it on its
12 face.

13 **THE COURT:** Repeat that question now?

14 **MR. BURGESS:** Sure. I asked her if it was a true
15 and accurate representation of the public
16 record of Mr. Sanders' statements that he filed
17 in bankruptcy court.

18 **THE COURT:** What's your objection to that?

19 **MR. POAG:** I don't see how she can testify to that,
20 Your Honor. I mean, she didn't -- obviously,
21 she didn't prepare the document. It wasn't
22 filed with her. It wasn't kept as a course of
23 business records. I don't see how she can say
24 that.

25 **THE COURT:** I don't quite I don't -- all she's doing



1 is saying that's what he filed, isn't it?

2 **MR. POAG:** She's saying it's accurate and completed.

3 **MR. BURGESS:** I think she's testifying it's a true
4 and accurate copy of the public record. I
5 don't think she's saying that -- I mean, that's
6 what she's testifying to, what's a public
7 record.

8 **THE COURT:** I'm going to let it in.

9 Q: Ms. Hawkins, I would like to direct your
10 attention to page 16 of that document, 16 of
11 23.

12 **THE COURT:** Mr. Burgess, you got a copy of that I
13 could look at?

14 **MR. BURGESS:** Yes, Your Honor, I do. May I
15 approach?

16 **THE COURT:** What are we trying to show here?

17 **MR. BURGESS:** Your Honor, the document itself is a
18 printout of the statements that Mr. Sanders
19 filed with his initial Chapter 11 pleading.
20 It's the first document that he filed in filing
21 Chapter 11. It contains statements regarding
22 the debts that he owed. One of those
23 indebtedness that he's acknowledging is,
24 particularly, this indebtedness on page 16 of
25 the document, 16 of 23. This particular one is



1 laid out as well as a junior lien on the same
2 property.

3 **THE COURT:** All right. So att this point all you're
4 doing is pointing out to the Court what this
5 document says, is that -

6 **MR. BURGESS:** That's correct.

7 **THE COURT:** I mean, you're not trying to get her to
8 testify about the details of this are you?

9 **MR. BURGESS:** That's correct. Just the fact that it
10 appears on the public records.

11 **THE COURT:** That's okay. I think that kind of
12 speaks for itself, so.

13 **MR. BURGESS:** And, Your Honor, I do have -- if it
14 may speed things up, I have several other
15 documents from Mr. Sanders' bankruptcy that I
16 would like to put into evidence that are all
17 public records from his bankruptcy basically
18 showing repeated statements from Mr. Sanders in
19 these bankruptcy filings acknowledging this
20 particular indebtedness. There's also a motion
21 for relief that was filed prior to this
22 foreclosure action being filed. And that
23 motion was granted on this particular loan to
24 allow the Plaintiff to seek the foreclosure on
25 this particular loan.



1 **MR. POAG:** Your Honor, we have already stipulated, I
2 think, that he signed the Note and the
3 Mortgage, which would be the debt in this
4 instance. And also, I don't know that you can
5 draw conclusions about -- I mean, when you file
6 bankruptcies, I understand that you have to
7 list all of your debts. So he's listed the
8 debt.

9 **THE COURT:** Right.

10 **MR. BURGESS:** But he's been discharged to the extent
11 that he's using any -- but to take away any
12 potential defenses is basically the reason why
13 I'm putting these documents up. He's
14 acknowledged the existence of debt. He's
15 acknowledged the default as of 2009.
16 Everything in his bankruptcy is consistent with
17 what Ms. Hawkins has plead -- has testified to
18 regarding the existence of the debt, the amount
19 of the current indebtedness that he owes and
20 everything of that nature. I think these
21 bankruptcy documents, especially the statements
22 where he's repeatedly filing documents saying
23 that this is a debt that we owe. And as Mr.
24 Poag pointed out, he's acknowledging that, but
25 he's also acknowledging the default, because he



1 sought a discharge. And he received that
2 discharge.

3 **MR. POAG:** Your Honor, the bankruptcy filings only
4 indicate that he has a creditor at that time
5 named Wachovia who said he owed them 45,000
6 plus and another one for \$25,000; that's what
7 it reflects.

8 **THE COURT:** All right. As I gather what you're
9 saying, you don't really want to object to them
10 coming in, but you're arguing, I guess, the
11 relevancy?

12 **MR. POAG:** Yeah. I don't see how it's in any way
13 relevant. We've stipulated that he filed
14 bankruptcy. It originally was a Chapter 11,
15 changed to a Chapter 7, and was discharged.

16 **THE COURT:** Well, I'm going to let them in and y'all
17 can argue about that.

18 **MR. BURGESS:** Thank you, Your Honor. Can we ---

19 **MR. POAG:** Well, I'll object to any testimony she's
20 going to offer about these documents. I mean,
21 they do speak for themselves.

22 **MR. BURGESS:** Other than to identify them I didn't
23 have any -

24 **THE COURT:** Okay.

25 **MR. BURGESS:** --- any intent to ask her any further



1 details about the documents. Administerially,
2 can we go ahead and pre-mark them?

3 **THE COURT:** Yeah.

4 **MR. BURGESS:** Each coming in.

5 (Plaintiff's Exhibit Numbers Seven through Thirteen
6 were admitted into the record at this time.)

7 **MR. BURGESS:** Your Honor, I believe that's all the
8 questions I have for Ms. Hawkins at this time.

9 **THE COURT:** All right. Any cross examination?

10 **MR. POAG:** Yes, yes, Your Honor.

11 **MS. HAWKINS - CROSS-EXAMINATION BY MR. POAG:**

12 Q: Ms. Hawkins, how long did you say you've been
13 with Wells Fargo?

14 A: Since May of 2008.

15 Q: Okay. When you were hired, it was originally
16 Wells Fargo at that time?

17 A: No, it was Wachovia.

18 Q: Okay. And where were you located?

19 A: At the time I was in Jacksonville, Florida.

20 Q: Okay. And where do you work out of now?

21 A: Charlotte, North Carolina.

22 Q: And what exactly is your position with Wells
23 Fargo?

24 A: I am currently a loan verification analyst.

25 Q: And what is your duties?



1 A: I handle contested foreclosures and I travel
2 for trials, mediations, and depositions.

3 Q: It's your job to go testify for the bank?

4 A: I also handle contested foreclosures. I don't
5 strictly just testify in court cases.

6 Q: Okay. How do you mean handle you handle
7 contested foreclosures, what do you do?

8 A: I have a portfolio of loans that are contested.
9 Once a foreclosure action is filed and a
10 borrower contests our foreclosure, it comes to
11 our department and then they are assigned out
12 and we handle the file from beginning to
13 judgment.

14 Q: Okay. So how many files do you look over
15 currently?

16 A: Currently?

17 Q: Yeah.

18 A: Between 90 and 95.

19 Q: Okay. How many people in your department?

20 A: In my department, there's four.

21 Q: Is that the only people that testify or handle
22 contested foreclosures?

23 A: Well, I work on the home equity side. Home
24 mortgage has a side, too, that they have a
25 department as well.



1 Q: So you do the home equity loans?

2 A: Yes, that's correct.

3 Q: That are in foreclosure?

4 A: Correct.

5 Q: You have any knowledge of the home equity loan
6 in this case?

7 A: Yes.

8 Q: Tell me about it? What was it? When was it
9 and how much was it?

10 A: When was the loan taken out?

11 Q: No, I'm not talking about the loan we're here
12 today. I'm talking about the other loan.

13 A: What other loan are you talking about?

14 Q: You don't know about the other loan?

15 A: There's quite a few loans for Mr. Sanders.

16 Q: On this property? Two loans on this property.

17 A: Okay. There's this one and then there's a
18 junior mortgage for roughly \$25,000.

19 Q: That's the one I'm talking about.

20 A: Okay. Well, my knowledge is in regard to the
21 loan that we are currently foreclosing on. I
22 know of a junior loan, but I don't know the
23 details of that loan.

24 Q: You don't know why Wachovia or Wells Fargo
25 satisfied that loan? Did you know they



1 satisfied that?

2 **MR. BURGESS:** Your Honor, at this point I'm going to
3 object as to relevance. The satisfaction or
4 the existence of the other loan has no bearing
5 on this particular loan.

6 **MR. POAG:** I'm getting to it.

7 **THE COURT:** I'm going to give him a little latitude.

8 A: Again, I'm here to testify to the loan we are
9 currently foreclosing on, which is in the
10 amount of \$46,000. So my knowledge of why or
11 when Wells Fargo satisfied a junior lien, I
12 couldn't tell you.

13 Q: Have you heard them do that before, satisfy, in
14 the middle of litigation, a secondary loan?

15 A: If we've charged off the account because we
16 determined that we don't have equity to proceed
17 on that loan, then, yes, we would release our
18 lien from the property, so we're not liable on
19 that lien. So I guess I have heard that it has
20 been done before. But do I know the happening
21 in this case, no.

22 Q: You were with Wells Fargo in December of 2014,
23 maybe January of 2015, were you not?

24 A: That's correct.

25 Q: And you're not involved in home equity



1 collections servicing?

2 A: Well, I think that's under the umbrella of
3 default servicing, which I'm under default
4 servicing. But do I currently work in that
5 department, no.

6 Q: Okay. So if I tell you my client received a
7 letter dated December 30th, 2014 telling him,
8 they were releasing you of your remaining
9 obligation to Wells Fargo concerning the
10 outstanding via described above, which was a
11 home equity loan for \$25,000, you wouldn't deny
12 that, you just don't have any knowledge of it?

13 A: I wouldn't -- can you ask that again? I
14 wouldn't deny that Wells Fargo would send that
15 letter?

16 Q: Do you deny the letter went out?

17 A: I don't know if the letter went out. I didn't
18 do any research on that loan, because that's
19 not the loan that we're here today in regards,
20 so I have no idea.

21 Q: It's a loan on that property though.

22 A: I understand that. But we're not foreclosing
23 on that loan. We're foreclosing on this loan
24 in the amount of \$46,000. So my knowledge in
25 regards to that loan, I don't have much.



1 Q: So you don't have knowledge of everything
2 involving this property, concerning your bank
3 and my client?

4 A: I have knowledge in regards to the loan that we
5 are foreclosing on, that's all that I reviewed
6 prior to coming today.

7 Q: Let me ask you, now, did you --- one moment,
8 Your Honor, I thought I had something in front
9 of me.

10 **THE COURT:** Yes, sir.

11 Q: You were with Wells Fargo in December of 2013;
12 is that right?

13 A: Yes.

14 Q: And did you have anything -- any involvement in
15 Wells Fargo sending my client, in reference to
16 this loan, a check for \$3,750, for servicing or
17 origination discrepancies?

18 A: No.

19 Q: Let me hand you this, just ask you if you've
20 ever seen that before or anything like it?

21 A: Yes, I have.

22 Q: You've seen that document?

23 A: I have seen -- I don't know if I've seen this
24 one in particular, but I have seen documents
25 similar to this.



1 Q: Do you know why that document -- or excuse me
2 why that payment was made?

3 A: We, as a company, I don't know the whole
4 details in regards to it, sent out a bunch of
5 letters in regards to Wells Fargo Bank
6 foreclosing on your property. If you believe
7 that we may have done something wrong or would
8 like to send in any sort of information in
9 regards to the foreclosure action, please
10 contact us, type of thing. And I know that
11 instead of fighting all of them -- or maybe not
12 fighting, that's the wrong word. I know they
13 decided to settle a bunch of the cases instead
14 of moving forward with any of it, so that's
15 probably what this is. My knowledge outside of
16 that, I don't know.

17 Q: You know that it was a corporate decision to
18 settle, you know that?

19 A: I do know that, yes.

20 Q: And you participated in that?

21 A: No, I did not.

22 Q: So how do you know that?

23 A: Because the group that I worked in at that
24 time, they pulled employees from my group and
25 they handled that situation -- not that



1 situation, those letters that were sent out.
2 They handled the incoming calls from those
3 letters and any sort of documents that were
4 sent in from the borrowers from these letters.

5 Q: So you're telling the Court that if a lender --
6 excuse me, if a borrower claimed there were
7 some irregularities, y'all would just cut them
8 a check?

9 A: No, that's not what I said.

10 Q: Well, you said you settled them. So how did
11 you determine how much to settle them for?

12 **MR. BURGESS:** Your Honor, again, I'm going to object
13 to this line of questioning as completely
14 irrelevant.

15 **MR. POAG:** Well, Your Honor, it goes right to our
16 defense. That there was irregularities in the
17 origination of this loan, irregularities in the
18 servicing of this loan. It came to the
19 attention of the bank and other regulators.
20 And a check was cut to my client, evidencing
21 that. And she's testified, as I understand it,
22 when they got these complaints, they just cut
23 a check. I'm just trying to find ---

24 **THE WITNESS:** That's not what I'm testifying to,
25 actually.



1 **THE COURT:** Hang on. Let me ask a question, Mr.
2 Poag. Now, we are talking about this loan, not
3 the equity loan.

4 **MR. POAG:** This loan. That's right.

5 **THE COURT:** Okay. All right. Go ahead. Do you
6 want clarify what you're testifying to, that's
7 fine.

8 **A:** Was this check cut for this loan or was this
9 check cut for the \$25,000 loan?

10 **Q:** Well, I'm asking you, you're the expert, tell
11 me?

12 **A:** Well, I don't know, because it doesn't
13 reference an account number, so ...

14 **Q:** So you think that they satisfied the second
15 mortgage of \$25,000 and cut my client a check,
16 that's what you're testifying to or do you know
17 at all?

18 **A:** I didn't testify anything about any loan being
19 satisfied, because I don't know, because I
20 didn't review the \$25,000 loan. And in regards
21 to this payment, it was a check that we cut to
22 the borrower and I couldn't tell you why. I do
23 know that we settled some accounts and that's
24 all I can tell you.

25 **Q:** Does it indicate to you that there might have



1 been some shenanigans going on with the
2 origination of this loan or the servicing of
3 this loan?

4 A: No, because there was nothing that is irregular
5 about the account. Nothing has been pled in
6 regards to us doing anything wrong as far as
7 originating this loan.

8 Q: Well, let me ask you this. You say nothing's
9 been pled?

10 A: I don't have anything in front of me showing
11 that, no.

12 Q: You haven't seen the Answer in my client file?

13 A: I've seen an Answer that was filed, yes.

14 Q: Did you participate in the origination of this
15 loan?

16 A: No, I did not.

17 Q: You weren't employed with the bank in 2002,
18 were you?

19 A: No.

20 Q: Did you participate in any refinancing of the
21 original loan?

22 A: No.

23 Q: Do you know who the loan officer was that did
24 originate the loan?

25 A: No.



1 Q: Do you know Richard Bennett?

2 A: No.

3 Q: Ever heard his name?

4 A: Not that I can recall.

5 Q: Do you know if my client ---

6 **MR. BURGESS:** Your Honor, I have a brief objection.
7 May we approach?

8 **THE COURT:** Yes, sir.

9 **MR. BURGESS:** There's something that I think we need
10 to talk about off-record.

11 (Off the record discussion.)

12 Q: I notice that this document that I've shown you
13 before, it's entitled, Independent Foreclosure
14 Review. So who would be independently
15 reviewing that, do you know?

16 A: There was a group that was handling these
17 letters and incoming phone calls and
18 information. That group no longer exists.

19 Q: And that group was part of the bank, bank
20 employees?

21 A: Yes, they were bank employees.

22 Q: And do you know what kind of review they would
23 do?

24 A: I don't know exactly what their process was
25 when they were reviewing this stuff.



1 Q: But, just let me ask you this, if a borrower
2 made allegations about irregularities, there
3 would be some sort of investigation, wouldn't
4 there? I mean, aren't you required to make
5 some investigation?

6 A: If they sent in a complaint to the bank in
7 regards to irregularities, yes, it would be
8 sent to a department to be reviewed.

9 Q: And after review, apparently they cut him a
10 check for \$3,750?

11 A: Again, I don't know if that account was
12 reviewed. I know pieces were settled, that's
13 all I can tell you. So I don't know if anybody
14 did an independent review. I don't know if he
15 called in and complained. I don't know.

16 Q: You just don't have any knowledge of it?

17 A: No.

18 Q: And you didn't participate in the origination
19 of the loan or the servicing of the loan?

20 A: I was not part of the origination of the loan,
21 no, that's correct.

22 Q: Where's that transaction that ---

23 A: It's the set right here (indicating).

24 Q: This is Plaintiff's Exhibit Five, I believe,
25 was a Transaction Statement and this details



1 what charges were against the account?

2 A: Correct.

3 Q: And that's not a document that you prepared, or
4 did you generate that document?

5 A: This document is pulled from our system of
6 record and where everything's inputted, as far
7 as payments go, or any payments that we make,
8 as far as taxes, insurance, property
9 reservation, late charges. This is a web based
10 system where you input the loan number and it
11 pulls it from our system of record and compiles
12 it into this transaction statement. And yes,
13 I did input the loan number in order for this
14 to be generated.

15 Q: But you didn't input the numbers, amounts in
16 that document?

17 A: Nobody inputs the --- this isn't an Excel
18 spreadsheet where you go in and plug
19 information in, this is pulled from our system
20 of record that is inputted into this document.
21 It is formatted like this.

22 Q: Well, somebody's got to put in the amount of
23 taxes that were paid, the insurance that might
24 be put in place for the property, somebody's
25 got to do that?



1 A: Yes. When a payment is sent to the bank it is
2 inputted into our system of record. When taxes
3 are paid, the amount is inputted into our
4 system of record, which is then generated into
5 this.

6 Q: But you're not telling the Court that that's an
7 accurate number, you're just telling me that's
8 what the bank reflects?

9 A: What do you mean? This reflects what is in our
10 system of record, which is accurate.

11 Q: How do you know it's accurate?

12 A: Because when the information is received, as
13 far as a payment, it is inputted in at or near
14 the time that it's received and applied to the
15 account, as far as the terms of the loan. When
16 taxes are paid, the amount of the check is cut
17 and sent to the County, which is then inputted
18 into our system of record showing -- reflecting
19 the amount that has been sent to the County to
20 pay the taxes or insurance.

21 Q: But you're basing your conclusion that it's
22 accurate based on the fact of the way it's
23 suppose to work?

24 A: Wells Fargo bank employees have yearly training
25 that they have to take where we're advised on



1 information and how we pretty much are supposed
2 to do our jobs. That it is a bank policy that
3 we do things in regards to our systems that
4 it's done at or near the time things take
5 place. Whether that's inputting a comment into
6 our system, we take a phone call, that is done
7 at or near the time the transaction is done.
8 Whether it's the payment processing department,
9 when they receive a payment, that information
10 is inputted into our system at or near the
11 time. Anything that's done in regards to a
12 loan there, we are documenting in our system of
13 record that is becoming a transaction on the
14 account is done at or near time the information
15 has happened. Yes, I can testify that this
16 information is correct, because information is
17 inputted into the loan at or near the time that
18 it has happened.

19 Q: But if the information is input into the
20 account, into the system, is erroneous, then
21 that would make the transaction statement
22 wrong, would it not?

23 A: I don't understand what you're asking me.

24 Q: If the bank pays \$5,000 for taxes and that's
25 inputted as \$50 for taxes, that would be wrong,



1 would it not?

2 A: Correct.

3 Q: It would be a mistake?

4 A: That's correct.

5 Q: And can you tell the Court that that hasn't
6 happened in this regard?

7 A: The information that is reflected -- that we
8 have received is reflected on this transaction
9 history. If you have something showing me that
10 something in this document is incorrect, then
11 that's something that can be reviewed. But the
12 information that we have received in our system
13 of record, and in our business records, is
14 reflected in this document. So if you have
15 information showing that we paid taxes for \$50
16 instead of \$5,000, then that's something that
17 we can review and look at for a possible error.
18 But you can't just claim that everything in
19 here is in error without backing that up, I
20 guess you could say, showing proof.

21 Q: Well, why can't I take that position if you can
22 say everything in there is the word of God
23 accurate?

24 A: Because we run as a company and our company has
25 policies and procedures that we as employees



1 follow.

2 Q: Are you familiar with HAMP?

3 A: Yes.

4 Q: You have any participation in that?

5 A: No, I don't work in that department. That's a
6 different department.

7 Q: Okay. Do you know if this loan would be
8 subject to HAMP Tier 1 or Tier 2?

9 A: I do know to qualify for a HAMP, it has to be
10 your primary residence. And to my knowledge,
11 this isn't his primary residence.

12 Q: How about as Tier 2 under HAMP, that covers
13 rental property, does it not?

14 A: I don't know all the details to everything in
15 regards to all the Tier 1s, Tier 2s. I don't
16 know. I don't work in the modification
17 department.

18 Q: So if I told you that HAMP was modified, added
19 Tier 2 that covers rental property, you
20 wouldn't have any way of saying that's right or
21 wrong?

22 **MR. BURGESS:** Your Honor, object. He's asking my
23 client for a legal conclusion.

24 **MR. POAG:** Well, she's been giving them right and
25 left as long as it suits her.



1 **THE COURT:** I'm going to let him proceed.

2 Q: Do you know if that's right or wrong?

3 A: I don't know. I mean, if you're saying that's
4 what it is, then that's what it is.

5 Q: And this is, admittedly, rental property, this
6 property we're here today about?

7 A: Correct.

8 Q: Do you know when the deadline was to file under
9 HAMP, Tier 1 or Tier 2?

10 A: I don't know much about HAMP. All I know was
11 that it should be primary residence. But I
12 guess you're saying there's a Tier 2 for rental
13 property. I don't work in the modification
14 department so anything in regards to how you
15 qualify for HAMP, I don't know.

16 Q: Well, let me just ask you hypothetically.
17 Let's say that it is covered under HAMP Tier 2
18 as rental property and that the cut-off time to
19 file those -- for seeking modification would
20 have been the end -- December 31st, 2013.
21 Let's just assume that's the case. We are
22 standing here January of 2016. The borrower
23 can't file. So if he was told earlier that it
24 didn't apply, he couldn't file, he would just
25 be out of luck, wouldn't he? He would be



1 irreparably damaged?

2 **MR. BURGESS:** Your Honor, I'm going object again.
3 That's not in evidence. He's talking about if
4 the borrower did that, if the borrower did
5 this. None of this is --

6 **THE COURT:** He's on cross, I'm going to let him
7 proceed. I mean, he's going, you know, his
8 client's going to have to testify, so. But
9 we'll see where it goes.

10 A: Can you repeat that?

11 Q: Yes, if they missed the deadline to file under
12 HAMP for a modification, it's gone, because
13 they received erroneous information that it
14 wasn't available to them, they would be
15 irreparably harmed, would they not? They
16 couldn't file. They couldn't seek a
17 modification.

18 A: There's other modifications that the borrower
19 can call in and do. Just because it's not HAMP
20 - I mean, there's other ways that he can
21 resolve this loan and modify the account.

22 Q: How so?

23 A: So -- we have other programs within the bank.
24 I don't know what all those programs are. But
25 I know there's more than just the HAMP Program



1 that we do. So, no, he wouldn't have been
2 harmed. There's other programs within the bank
3 that he could have possibly qualified for if he
4 would have called in.

5 Q: Well, HAMP is a federal program, isn't it?
6 Adopted, I mean, lenders agree to be governed
7 by to participate in it, and apparently, Wells
8 Fargo has agreed to participate in HAMP? It
9 has a complete set of rules and regulations?

10 A: Again, I don't know much about the modification
11 department so I don't know what all I can
12 testify to in regards to that.

13 Q: Your Honor, I don't believe that's all I have
14 -- I believe that's all I have, excuse me.

15 **THE COURT:** All right. Any re-direct, Mr. Burgess?

16 **MR. BURGESS:** Your Honor, just very briefly.

17 **MS. HAWKINS - RE-DIRECT EXAMINATION BY MR. BURGESS:**

18 Q: Regarding the current loan that we're
19 foreclosing on, do you have any knowledge or
20 information about whether or not Wells Fargo
21 agreed to release this particular loan?

22 A: No. When I reviewed the business records in
23 regards to this account prior to today, I did
24 not see anything in regards to that.

25 Q: And this Mortgage is still currently filed of



1 record in Lexington County; is that correct?

2 A: Correct.

3 Q: There's been no satisfaction filed ---

4 A: No.

5 Q: --- regarding this loan. Do you have any
6 records regarding -- anything in your records
7 regarding -- relieving Mr. Sanders from any
8 liability regarding this loan?

9 A: No.

10 Q: And regarding the amounts that you testified
11 to, such as taxes, are those independently
12 verifiable, meaning I could go to the public
13 tax records and find out when the taxes were
14 paid and the exact amount?

15 A: Yes, that's correct.

16 Q: The same thing regarding insurance, you'd have
17 other records to show a receipt where you paid
18 the insurance company; is that correct?

19 A: That's correct.

20 Q: And to your knowledge, has the Defendant
21 entered into any modification agreement that
22 would modify the terms of the loan?

23 A: No.

24 Q: I have no further questions, Your Honor.

25 **THE COURT:** All right. Okay.



1 MR. POAG: Nothing from me, Your Honor.

2 THE COURT: You have anything further?

3 MR. BURGESS: I don't think I have anything further
4 for Ms. Hawkins.

5 THE COURT: All right. You may step down.

6 THE WITNESS: You want me to leave all these Exhibits
7 here?

8 THE COURT: Yeah, I guess, just leave them there for
9 now. The Plaintiff is resting? The Plaintiff
10 is done?

11 MR. BURGESS: Yes, that's correct, Your Honor.

12 THE COURT: All right. Mr. Poag?

13 MR. POAG: Thank you, Your Honor. We'd call Albert
14 Jerry Sanders.

15 ALBERT JERRY SANDERS, JR., being duly sworn,
16 testifies as follows:

17 BAILIFF: Have a seat there and state your name for
18 the Court, please.

19 THE WITNESS: Yes, sir. My name is Albert Jerry
20 Sanders, Jr.

21 THE COURT: You may be seated. Okay, Mr. Poag?

22 MR. POAG: Thank you, Your Honor.

23 MR. SANDERS - DIRECT EXAMINATION BY MR. POAG:

24 Q: You go by Jerry?

25 A: Yes, I do, counselor.



1 Q: And Jerry, do you own the property at 212
2 Adkins Drive?

3 A: Yes, I do, sir.

4 Q: Okay. When did you buy that property?

5 A: I believe it was May of 2000.

6 Q: And did you take out a loan with, I think
7 originally, First Union Bank?

8 A: Yes, I did, sir.

9 Q: And was that original loan refinanced a couple
10 of times?

11 A: Several times, sir.

12 Q: Okay. And the last loan would have been 2002?
13 That would be the loan we're here about today,
14 this Mortgage?

15 A: Yes.

16 Q: And you don't deny that you signed the Note and
17 the Mortgage on that loan?

18 A: Yes, I do not.

19 Q: That was for 40,000 some thousand dollars, I
20 believe. Who was the loan officer for that?

21 A: Richard E. Bennett.

22 Q: And did you proffer an application for the
23 loan?

24 A: No, sir, I did not.

25 Q: Did you have -- was the property appraised?



1 A: Yes, sir, it was.

2 Q: And who got the appraisal?

3 A: He sent his loan officer -- I mean, his
4 appraiser to appraise it.

5 Q: And this was purchased by you as rental
6 property?

7 A: It was purchased by me for my sister who's
8 lived there and never paid me a dime, because
9 she was my sister. She had no place to go.

10 Q: But it wasn't purchased for a house for you to
11 live in?

12 A: No, sir. It's right next door to my mother's,
13 but, no, sir, it's not.

14 Q: And it was a 30-year loan?

15 A: Yes, sir.

16 Q: With a fixed interest rate?

17 A: Yes, sir.

18 Q: Subsequent to the execution of the Note and
19 Mortgage, did you fall on hard times?

20 A: God, did I.

21 Q: You missed payments?

22 A: Huh?

23 Q: You missed some payments?

24 A: Yes, sir.

25 Q: On this and other loans; is that right?



1 A: Yes, sir.

2 Q: And that found you filing for relief under
3 Chapter 11 bankruptcy?

4 A: Yes, sir.

5 Q: And that bankruptcy was eventually changed over
6 to a 7, a Chapter 7, a straight liquidation; is
7 that right?

8 A: Yes, sir.

9 Q: And you received a discharge that has been
10 noted here in the Court?

11 A: Yes, sir.

12 Q: Who was your bankruptcy attorney?

13 A: Reid Smith.

14 Q: Now, did you get -- let's see here.

15 A: They told me to ---

16 Q: Hold on a second, please. I want to hand you
17 this document . Have you ever seen that
18 before? Let me ask you this, Jerry, is that a
19 copy of the pleadings that were served on you
20 in this matter, the foreclosure pleadings?

21 A: Yes, sir.

22 Q: And that's in this case, which is civil case
23 2011-CP-32-293?

24 A: Yes, sir.

25 **MR. POAG:** Your Honor, rather than have Mr. Sanders



1 read this, I would just direct the Court's
2 attention to -- this is the Complaint filed by
3 the Plaintiff in this matter, paragraph nine of
4 the Complaint.

5 **THE COURT:** All right.

6 **MR. POAG:** And I'll be glad to hand you -

7 **THE COURT:** All right, sir.

8 **MR. POAG:** Your Honor, I offer that and ask that it
9 be published only because it indicates in there
10 that this loan and my client had no relief
11 under the HAMP Act. And this Complaint is
12 dated January 24, 2011.

13 Q: Mr. Sanders, did you contact Wells Fargo at
14 that time when you got served and asked them
15 about possible modification of this Mortgage?

16 A: Many times.

17 Q: And what did they tell you?

18 A: They even ---

19 Q: Did they tell you that there was some
20 available?

21 **MR. BURGESS:** Your Honor, I'm going to object at
22 this time, hearsay. He's asking what one party
23 said to another in the process of an offer in
24 compromise, a settlement negotiation regarding
25 modification of a debt that's clear on its four



1 corners under the contract. I think this is
2 wholly -- it should be excluded as testimony.

3 **MR. POAG:** Your Honor, it's been established by
4 their own witness that Wells Fargo agreed to
5 participate in HAMP, which would be
6 modification. He's just going to test -- I'm
7 asking him to testify if he called them and
8 asked them about what was available and what
9 their response was. I don't think that's
10 hearsay. I mean, that's a party.

11 **THE COURT:** Well, let's don't get into what they
12 said.

13 Q: Well, let me ask you this. As a result in your
14 conversation with people at the bank, did you
15 proceed to file for a modification of your
16 loan?

17 A: I tried. I tried.

18 Q: And what -- and were you -- was it successful?

19 A: They never contacted me or nothing.

20 Q: Did you ever receive any correspondence from
21 the bank advising you that HAMP Act had been
22 changed to include rental property?

23 A: (Shakes head negatively.)

24 Q: You're shaking your head, that's a no?

25 A: No, sir.



1 Q: Is it your understanding that effective in
2 March of 2012, a Tier 2 was added to the HAMP
3 Program, which included rental property?

4 A: That was my understanding, sir.

5 Q: And how did you find that out? Did you find it
6 out from me?

7 A: Through legal counsel.

8 Q: But not from the bank?

9 A: Absolutely not.

10 Q: Now, sometime ago, I think it was a couple of
11 years maybe -- I'm going to hand you this
12 document, did you receive that (indicating)?

13 A: Yes, sir, I did, sir.

14 Q: That was the beginning of last year, 2015?

15 A: Yes, sir.

16 Q: And what is that?

17 A: This letter's to inform you that we are
18 releasing you from the obligation -- remaining
19 obligation to Wells Fargo.

20 Q: You had a second mortgage on this property?

21 A: Yes, sir.

22 Q: And with the same bank?

23 A: Yes, sir.

24 Q: And that original amount was for how much?

25 A: I want to say it was \$25,000, if I'm not



CREEL COURT REPORTING, INC.

1230 Richland Street / Columbia, SC 29201

(803) 252-3445 / (800) 822-0896

1 mistaken, sir.

2 Q: And this letter you just talked about advised
3 you that they were cancelling the loan?

4 A: Yes, sir.

5 **MR POAG:** Your Honor, we would offer this at this
6 time.

7 **MR. BURGESS:** Your Honor, I object, based on
8 relevance. It's not the subject loan. It's
9 not anything to do in regards to the subject
10 indebtedness or anything of that nature.

11 **THE COURT:** When did this happen Mr. Poag?

12 **MR. POAG:** The letter is dated December 30, 2014,
13 during litigation.

14 **THE COURT:** All right. I'm going to allow it in.

15 **(Defendant's Exhibit Number One was entered into the**
16 **record at this time.)**

17 Q: And has that, in fact, been satisfied?

18 A: To my knowledge it has.

19 Q: Did you ask Wells Fargo to satisfy that loan?
20 Did you know they were going to do it?

21 A: No, sir, I did not.

22 Q: Now, also before that, I'm going to ask you to
23 look at this and tell me if you recognize that?

24 A: Yes, I do.

25 Q: And is that transmittal letter concerning a



1 payment to you?

2 A: It's a letter for \$3,750. I had no idea what
3 it was for.

4 Q: Was it on this loan we're here about today, the
5 foreclosure of this loan?

6 A: Yes, sir.

7 Q: Did you solicit the \$3,750?

8 A: Did I ask for it?

9 Q: Yes.

10 A: I didn't even know it was coming.

11 Q: And this is what you received?

12 A: Yes, sir. There's also -- this is the letter
13 right here. And this is where I made a copy of
14 the check, sir.

15 Q: Okay. And the notations made in pencil on the
16 front, did you write those?

17 A: Yes, sir.

18 Q: And that was some investigation you did when
19 you got the letter?

20 A: Yes, I mean ---

21 Q: What was going on?

22 **THE COURT:** Excuse me just a minute. Let's take a
23 break.

24 **(A short break was taken.)**

25 Q: I think I was handing -- I was talking about



1 this earlier. I was getting ready to anyway.
2 That's the correspondence you received in the
3 mail addressed to you and contained a check for
4 \$3,750; is that right?

5 A: Yes, sir, counselor.

6 Q: And as a result of your investigation to what
7 it was, it was for this loan we're here today
8 about?

9 A: Yes, sir.

10 **MR. POAG:** Your Honor, we offer this at this time.

11 **THE COURT:** All right. Mr. Burgess?

12 **MR. BURGESS:** Your Honor, I do object to this
13 document. I don't think he's shown any
14 evidence that it's for this particular loan.
15 I'm not heavily disputing the entrance into the
16 global settlement agreement with the Attorney
17 General. I don't think it applies to this
18 case, so I think relevance still applies to
19 this particular document as well. Because it
20 appears on its face to be a payment that was
21 issued as a result of the global settlement
22 agreement with many attorneys general. It
23 doesn't say anything particular about this case
24 or the servicing of this loan. In fact, it
25 says right on its face that this payment does



1 not necessarily mean that you suffered any
2 financial injury or harm. And I think it's
3 what those settlement agreements say right on
4 their face, as well, that the Defendants in
5 those attorney general actions are not
6 admitting any liability as part of the
7 settlement. That's what is -- to do so,
8 obviously, this is an offer in compromise on a
9 totally separate case that would not be subject
10 to this particular foreclosure action. In
11 other words, it doesn't raise a defense or make
12 any fact in the foreclosure action less or more
13 likely. So that's my basis for objection,
14 mostly on relevance.

15 **MR. POAG:** Your Honor, that flies in the face of
16 testimony of his own witness who testified that
17 these inquiries came in, they were
18 investigated, if they had merits they would pay
19 money.

20 **THE COURT:** I'm going to let it in for whatever it's
21 worth. I mean, this references this property,
22 Mr. Burgess. I mean, I don't quite understand
23 -

24 **MR. BURGESS:** Your Honor, it could have been as the
25 junior loan that was satisfied. I'm not



1 particularly sure. I do know that loan numbers
2 change.

3 **MR. POAG:** That was a second mortgage though. It
4 wouldn't have been available for that HAMP. It
5 has to be a first mortgage.

6 **MR. BURGESS:** This document does not reference HAMP
7 at all, Your Honor. That's not what it's for.

8 **(Off the record discussion.)**

9 **THE COURT:** All right. Let's proceed to his cross.

10 **MR. BURGESS:** Is that all your questions for him?

11 **MR. POAG:** If you'll give me just a minute.

12 **MR. BURGESS:** Sure.

13 **(Defendant's Exhibit Number Two was admitted into the**
14 **record at this time.)**

15 **Q:** Jerry, when you first got into this
16 foreclosure, did you contact the Plaintiff
17 about trying to work something out?

18 **A:** I went to them in person, sir. I called them.
19 I begged them. I did everything but got on my
20 knees and shined their shoes for them. I did
21 everything I could humanly do. No, you want to
22 call that hearsay, but I said on my oath and
23 I'll say it on a lie detector.

24 **Q:** Well, let me ask you this, as a result of your
25 conversations with people at the bank, did you



1 make additional payments?

2 A: Yes, sir. I made a couple. They told me they
3 work with me. And I made a couple of payments
4 and they continued on.

5 Q: Continued on with the foreclosure?

6 A: Continued on with the foreclosure.

7 MR. POAG: Your Honor, I don't have anything
8 further.

9 THE COURT: All right. Did I just understand him to
10 testify that he made payments during the
11 foreclosure?

12 MR. POAG: Yes, that's what he said.

13 THE COURT: All right. Mr. Burgess, go ahead. You
14 got cross?

15 MR. BURGESS: Thank you, Your Honor. Just very
16 briefly.

17 MR. SANDERS - CROSS-EXAMINATION BY MR. BURGESS:

18 Q: Mr. Sanders, you admitted to entering into this
19 Note and Mortgage; is that correct?

20 A: In 2002. The original was done in 200- --
21 excuse me, 2000, excuse, me when I bought the
22 property in May of 2000 when I originally
23 bought it. And then they continually
24 refinanced it for me.

25 Q: Okay. And you recall filing bankruptcy back in



1 2009; is that correct?

2 A: Yes, I had no choice.

3 Q: A Chapter 11; is that correct?

4 A: That's correct.

5 Q: And in that Chapter 11, you listed a number of
6 different mortgages and debts that you had owed
7 in that bankruptcy, did you not?

8 A: Yes, I did.

9 Q: And you owned a number of properties at that
10 time; is that correct?

11 A: Yes, I did.

12 Q: A number of different indebtedness; is that
13 fair to say?

14 A: What?

15 Q: A number of different loans?

16 A: Yes, sir.

17 Q: That's fair to say. And you listed those on
18 out fully in the bankruptcy; is that correct?

19 A: That's what it says.

20 Q: By identifying each and every creditor; is that
21 correct?

22 A: I guess so, if that's what's on there. I mean
23 ...

24 Q: So in accumulating all of these loans, you were
25 familiar with the loan process; is that



1 correct?

2 A: No, I was not, sir.

3 Q: You were not familiar with the loan process?

4 A: My ex-wife was a banker. I had a sixth grade,
5 seventh grade education, sir. It was all --
6 she's the one what all these ---

7 Q: But you signed these documents; is that
8 correct?

9 A: I signed them.

10 Q: And when you filed your Chapter 11, did you
11 file using an attorney initially?

12 A: No, I said, no, I did not, sir.

13 Q: So you're telling this Court that you filed
14 Chapter 11, which is a complicated bankruptcy
15 action, on your on behalf?

16 A: No, sir, I did not. I filed it. But I had
17 some help from my stepdaughter.

18 Q: So your stepdaughter ---

19 A: Don't put words in my mouth. It's not good,
20 sir.

21 Q: So -- but you're saying that you filed this
22 without an attorney; is that correct?

23 A: Yeah, because I didn't have no money.

24 Q: And you signed all these documents?

25 A: She helped me prepare them. She prepared them



1 for me, trying to help me, because I didn't
2 have no money. But it was my stepdaughter.

3 Q: Was your stepdaughter aware of all the
4 indebtednesses that you alleged?

5 A: No, because she's been gone -- she's the same
6 age as I am. And she's been gone from home for
7 many years. And she was trying to help me.
8 Between me and her mother and all, because at
9 the time I was also going through a divorce
10 too. But, you know, she was trying to help me,
11 because I raised her since she was very young.

12 Q: Okay. I would like to show you a copy of a
13 document marked as Plaintiff's Exhibit Number
14 Seven. And I would like to direct your
15 attention to page 16 of that document.

16 **THE COURT:** Is that the transaction, no that --
17 okay. Go ahead, I'm sorry.

18 Q: Page 16 of 23.

19 A: Okay.

20 Q: Page 16.

21 A: Can I ask something, why are we talking about
22 this, sir? It is specifically about this --

23 Q: We're asking the questions here. You can
24 provide answers.

25 A: Okay.



1 Q: At the top of page 16, you acknowledge that the
2 debt that we're here on today is the debt you
3 listed as Wachovia; is that correct?

4 A: Both of them, yes, sir.

5 Q: And the one we're here on today is the \$45,000
6 debt; is that correct?

7 A: Yes, sir.

8 Q: And you list a number of other indebtednesses
9 here on the same page, one at 228 Adkins
10 Circle. Do you own that particular property?

11 A: Like you said, sir, we're here on a specific
12 item. That's got nothing to do with this case
13 then, sir.

14 Q: I didn't ask that. I asked, do you own that
15 property?

16 A: No, sir, I do not.

17 Q: You don't own that property? Did you take out
18 an \$85,000 loan on that property?

19 A: That's got nothing to do with this case, sir.

20 **THE COURT:** Mr. Sanders, just answer the questions.
21 If you'll just answer the question, please.

22 A: I don't know, sir.

23 Q: Well, the information contained in this
24 document that you filed with the bankruptcy
25 court, would you say that that information is



1 accurate as of 2009 when you filed it?

2 A: If that's what it says at the time, that's what
3 I owed.

4 Q: And it says on this page, directing you again
5 to page 16 of 23, it lists this indebtedness,
6 the junior indebtedness that we've talked
7 about, as well as a number of others; is that
8 correct?

9 A: Yes, sir. That's what was listed and that's
10 what we come up with figures, me and my
11 stepdaughter did.

12 Q: And this is what you alleged to the bankruptcy
13 court?

14 A: Yes, sir. I'm sure there might have been other
15 stuff added, whatever, after the attorney was
16 hired.

17 Q: And did the court make you hire Mr. Smith?

18 A: No, sir, they did not.

19 Q: But you subsequently came up with the funds to
20 hire Mr. Smith; is that correct?

21 A: Not in cash money I did not.

22 Q: But you subsequently hired him and he was your
23 attorney ---

24 A: Reid Smith, yes, sir.

25 Q: And did he change your schedule for you in the



1 bankruptcy?

2 A: I don't know what he done, sir.

3 Q: I would like to direct you to Plaintiff's
4 Exhibit Number Eight.

5 A: Page eight?

6 Q: No, just the Exhibit itself. On page 4 of 42
7 of that document, do you see this property
8 address listed on there?

9 A: Yes, I see it, sir.

10 Q: And if you look under the secured amount, you
11 listed \$65,310; is that correct?

12 A: That's what he -- I didn't do his job, he's
13 prepared it. I mean ---

14 Q: But he prepared consulting with you, correct?
15 Using information that you provided for him?

16 A: To the best of my ability.

17 Q: And so, again, you're showing a total
18 indebtedness with the first and second mortgage
19 on this particular property of \$65,310, roughly
20 at the time that you filed this document on
21 December 21st, 2009; is that correct?

22 A: I guess, if that's what was came up with.
23 That's what -- you take the first mortgage, I
24 mean, the first mortgage at \$45,000 and you
25 then you take the second mortgage at \$25,000



CREEL COURT REPORTING, INC.

1230 Richland Street / Columbia, SC 29201

(803) 252-3445 / (800) 822-0896

1 that's roughly \$70,000. So evidently I must
2 have paid off, down some of it or whatever so
3 I'd say ---

4 Q: Roughly. So you're saying these amounts are
5 accurate?

6 A: I'm not saying it's accurate, it should be at
7 the time. That's the best ---

8 Q: To the best of your knowledge?

9 A: Right. That's what he -- but he did it, I did
10 not prepare it.

11 Q: But you understand that these assertions you're
12 making to the bankruptcy court are being made
13 on your behalf; is that correct?

14 A: That's why I hired a legal -- an attorney for.

15 Q: And do you see anything in this document that
16 states that you have any defenses? In other
17 words, anything that would say you don't owe
18 this money to Wells Fargo?

19 A: See I didn't -- I didn't -- I hadn't read this
20 whole thing.

21 Q: Well, let me ask you this, did you tell Mr.
22 Smith to assert any defenses in the bankruptcy?

23 A: The what?

24 Q: Were any defenses asserted in the bankruptcy?

25 MR. POAG: Your Honor, as I understand this, this



CREEL COURT REPORTING, INC.

1230 Richland Street / Columbia, SC 29201

(803) 252-3445 / (800) 822-0896

1 was done in 2009, these schedules, et cetera.
2 And this foreclosure action didn't occur until
3 2011.

4 **MR. BURGESS:** Partly of what he's saying -

5 **MR. POAG:** And I don't think he's obligated to
6 disclose any defenses. And he may not have
7 known he had defenses.

8 **THE COURT:** Mr. Burgess, what's the relevance of
9 that?

10 **MR. BURGESS:** Well, the relevance is this, Your
11 Honor. Specifically, in the Answer that Mr.
12 Sanders filed. He alleges some servicing
13 errors and some origination errors,
14 specifically, the terms of the loan and that's
15 what he's testified to here today. But some
16 seven years later in bankruptcy, he didn't
17 disclose any of that. He simply asserted to
18 the bankruptcy court, for his own benefit, the
19 fact that he owed approximately on this
20 particular loan \$45,000 at the time of his
21 filing of the bankruptcy. So as far as
22 origination errors, it's extremely relevant
23 because ---

24 **THE COURT:** What -- I mean, I didn't hear any
25 testimony from their side about an origination



CREEL COURT REPORTING, INC.

1230 Richland Street / Columbia, SC 29201

(803) 252-3445 / (800) 822-0896

1 errors unless I missed something.

2 **MR. BURGESS:** Well, he asked about the loan officer,
3 about the appraisal, about the loan processing.
4 And I'm going back to his Answer, which asserts
5 that he wanted a different kind of loan. And
6 the other reason why it's relevant is, speaking
7 of the terms of the loan, Mr. Sanders has a
8 number of loans that are listed right here with
9 bankruptcy. He owns multiple properties.
10 While he may be asserting that he wasn't
11 sophisticated enough to do all the -- he filed
12 a Chapter 11 on his own behalf, listed a number
13 of different properties with accurate amounts
14 of his indebtedness to each creditor. And this
15 specifically shows that, in fact, there were no
16 origination errors.

17 **THE COURT:** All right. I'll let you proceed this
18 cross-examination.

19 **Q:** And Mr. Sanders, I'll be brief with respect to
20 the bankruptcy. Subsequent to your filing, do
21 you know whether or not Wells Fargo sought
22 relief, meaning requested to the Court that
23 they be allowed to file this foreclosure
24 action?

25 **A:** Sir, I hired this attorney -- I just picked his



CREEL COURT REPORTING, INC.

1230 Richland Street / Columbia, SC 29201

(803) 252-3445 / (800) 822-0896

1 name up from wherever, somebody told me about
2 him. And what he done, I don't know. And what
3 he did do or didn't do, you know.

4 **MR. POAG:** Your Honor, I don't know that my client
5 understands the niceties of relief from stay
6 and all that kind of stuff. When we stipulated
7 that they got a relief from stay.

8 **THE COURT:** I don't think there's any dispute about
9 that, so let's just move along.

10 **MR. BURGESS:** Will they also stipulate that they
11 didn't defend the motion for relief and state
12 they had any defenses to keeping the stay in
13 place or anything of that nature?

14 **MR. POAG:** Well, yeah, but what that applies to is
15 there's no equity in that property for the
16 bankruptcy trustee, so they abandoned the
17 property and let you go forward with the
18 foreclosure. We fight it out in civil court.
19 It has nothing to do with defenses.

20 **THE COURT:** All right. Let's proceed.

21 **MR. BURGESS:** Well, Your Honor, I'll stick with the
22 stipulations he made. I don't necessarily
23 agree with his conclusions of law, but I do --
24 if he's going to stipulate to that, that the
25 relief was granted in that matter, we'll move



1 on to that. Going back to -- you said that you
2 had missed some payments, you fell on hard
3 times; is that correct?

4 A: Me and a lot of other people, buddy.

5 Q: Completely understand. Now, do you have
6 anything today that would dispute anything that
7 Ms. Hawkins testified to, regarding the fact
8 that payments have been missed?

9 A: Okay. When I talked to them to begin with,
10 okay. They more or less -- I mean, anyway,
11 they was going to do this. I actually made a
12 couple of payments. And they would -- and then
13 after that, they refused to make it. They
14 refused to take them. But they said if I made
15 a payment, show a couple of months that I could
16 pay it, that I paid it, they would work with
17 me. And they did not. I made the payments.
18 I made a couple -- a few payments. I kept
19 numbers two, three, four payments, there's a
20 few payments that I paid on the loan. And they
21 said they would work with me. And that's ---

22 Q: Do you remember the amount of those payments?

23 A: Yeah, I -- the mortgage was -- don't hold me to
24 this, but I'm pretty close, \$330, I believe it
25 was, that's the payment.



1 **THE COURT:** Mr. Burgess, you got a copy of the
2 transaction register I can look at?

3 **MR. BURGESS:** I do, Your Honor. Bear with me for
4 just one second. I believe I may have even an
5 extra copy beyond that. So you're saying you
6 made payments of \$330. If I told you the
7 payments were \$330.33, you wouldn't dispute
8 that, would you?

9 A: \$330, that's on the last -- I was paying for
10 the -- at the last three finance.

11 Q: And if I told you that the last payment that
12 you made was back on March 31st, 2009, would
13 you dispute that at all?

14 A: Yes, I would, because I don't have the receipt
15 in front of me. But I don't have in front of
16 me, I would dispute that, yes, sir.

17 Q: It's Wells Fargo that said that, would you have
18 any reason to disbelieve them?

19 A: They don't believe me and I don't believe them.
20 You know, their word's is not the gospel, so,
21 you know ---

22 Q: Well, let me ask you this, so you have anything
23 here with you today to show that you made any
24 payments past March 31st, 2009?

25 A: Whatever my counsel's got, my attorney's got.



1 Q: I'm asking what you have?

2 A: Everything I've got for this case, he's got
3 too.

4 Q: But you haven't put anything before this Court
5 to show, a cancelled check, anything of that
6 nature?

7 A: Whatever he's presented to you, that's all I
8 can tell you, whatever's he presented to you.

9 Q: And let me ask you this, you said you made some
10 -- well, let's move onto the insurance. Did
11 you pay your hazard insurance on this case?

12 A: Yes, I did.

13 Q: You did?

14 A: Until -- for a while, yes, I did until I filed
15 bankruptcy, then nobody would write me.

16 Q: And you don't dispute that, the Plaintiff --
17 you don't have anything with you today to
18 dispute the Plaintiff has insurance on the
19 property?

20 A: As far as I know.

21 Q: And regarding the taxes?

22 A: Okay, sir. Let's open up the tax situation
23 here. I paid the taxes several years. Wells
24 Fargo is perfect, just like she said it was.
25 They don't make no mistakes.



CREEL COURT REPORTING, INC.

1230 Richland Street / Columbia, SC 29201

(803) 252-3445 / (800) 822-0896

1 Q: Now, what I'm asking ---

2 A: No, no.

3 Q: --- is, did you pay the taxes?

4 A: No, you need to listen to what I'm saying too,
5 sir. You asked me a question, I'm going to
6 answer it.

7 Q: Sir, the question ---

8 A: I paid the taxes, sir, for several years. And
9 then y'all, as a law firm, let it go to tax
10 sale and came within one day of losing the
11 property because he got on the phone and called
12 y'all's counselor and the bank come up here and
13 paid it.

14 Q: I'm asking, did you pay the taxes? My question
15 is ---

16 A: I did pay it for a few years, yes, sir, I did.

17 Q: For a few years, but at some point you stopped
18 paying the taxes, you acknowledge that,
19 correct?

20 A: Yes, sir.

21 Q: And you acknowledge that Wells Fargo stepped in
22 and paid those taxes?

23 A: I don't know who paid them.

24 Q: You don't know who paid them, but you know it
25 wasn't you; is that correct?



1 A: Right.

2 Q: You don't have anything to dispute Wells Fargo
3 saying that they paid them? You have any
4 documents saying someone else paid them?

5 A: It could have been you paying them, I don't
6 know.

7 Q: But you don't have any documents?

8 A: No.

9 Q: Okay. And let's talk about this document that
10 you've put forward, these couple of documents
11 that you have regarding a payment to you.

12 A: What?

13 Q: Let's see Defendant's One?

14 **THE COURT:** Exhibit?

15 Q: Defendant's One. Thank you, sir. I want to
16 direct your attention to Defendant's Exhibit
17 One. You've testified that's a letter sent to
18 Wells Fargo, to you, stating that the junior
19 mortgage is being released and they're going to
20 be filing a satisfaction. You've, in fact,
21 said that they've satisfied their mortgage; is
22 that correct?

23 A: This letter was sent to me and I guess y'all
24 used it for evidence or whatever, whoever used
25 it. But, you know, that's ---



CREEL COURT REPORTING, INC.

1230 Richland Street / Columbia, SC 29201

(803) 252-3445 / (800) 822-0896

1 Q: But you didn't receive anything of that nature
2 that says that the Mortgage that we're here on
3 today is being released and satisfied; is that
4 correct?

5 A: I don't recall. I don't recall none of that.
6 I recall -- I do say this, this is what I've
7 got.

8 Q: But you didn't get anything similar on this
9 particular loan, correct?

10 A: Not as I know of.

11 MR. POAG: Your Honor, we haven't alleged that.
12 That wasn't in his direct testimony.

13 THE COURT: All right, sir.

14 Q: I would like to direct your attention to
15 Defendant's Two, this letter that you got. Do
16 we have that? About three-quarters of the way
17 down the page, there's a paragraph there that
18 says, regulators determine your payment amount
19 based on the stage of your foreclosure process
20 and other considerations related to your
21 foreclosure. Does this state anything
22 specifically that they found that they did
23 wrong to you?

24 A: I don't know what it's about. I don't know the
25 legal terms of this. But why would they be



1 paying out money if they didn't do something
2 wrong, you just don't give out money.

3 Q: If I told you that they entered into a
4 settlement with the attorneys general and it's
5 a part of a settlement agreement, would you
6 have any reason to dispute that?

7 MR. POAG: I'm going to object to the form of the
8 question. Counsel can answer a question that
9 is based on things in evidence. But none of
10 that's in evidence.

11 MR. BURGESS: Well, he testified to that.

12 MR. POAG: That's just made up stuff. I don't know
13 what that is.

14 THE COURT: He testified to what?

15 MR. BURGESS: This letter. He offered it as
16 evidence and it says on its face.

17 MR. POAG: You were talking -- you prefaced your
18 question on some global agreement. There's
19 been no testimony about that.

20 MR. BURGESS: It's in the document itself that he
21 put into evidence. It says, earlier this year
22 Wells Fargo entered into an agreement with the
23 federal banking regulators, the Office of
24 Comptroller of the Currency, the Board of
25 Governors of the Federal Reserve System. This



1 agreement resolved the independent foreclosure
2 review required by the regulators. Additional
3 information about this can be found at
4 www.occ.gov This is a document that he
5 submitted. This is ---

6 **THE COURT:** All right. Well, it speaks to itself.

7 **Q:** Is there anything in this document that says
8 anything specific to your loan that they did
9 wrong?

10 **A:** Sir, I'm not an attorney. That's why I have --
11 if he says yes or no ---

12 **Q:** And you're alleging that Wells Fargo -- you're
13 not alleging that they did anything wrong to
14 you; is that correct?

15 **A:** Sir, I don't know the legal terms of this.

16 **Q:** But you're not saying that Wells Fargo caused
17 you any harm?

18 **MR. POAG:** Your Honor, that's not the testimony.
19 The testimony is that, yes, they did him harm.
20 They took payments and then continued with the
21 foreclosure, number one. Number two, they
22 didn't tell him that HAMP was available in Tier
23 2. They didn't pre-screen him. The didn't do
24 anything, so he lost eligibility for that.
25 He's been irreparably harmed, irreparably.



1 **MR. BURGESS:** That's what I'm cross-examining him
2 about. I asked him what payments he said he
3 made. He hasn't got any evidence of any
4 payments past 2009, which was prior to his
5 bankruptcy. And that specifically goes to
6 what's in evidence. And that's exactly what
7 I'm asking him about.

8 **THE COURT:** All right. Go ahead.

9 **Q:** What facts -- you're saying that they didn't
10 take payments, what facts of payments that you
11 made to Wells Fargo that they accepted and
12 didn't credit this loan?

13 **A:** What?

14 **Q:** What evidence do you have of any of that, that
15 you made payments that they didn't credit to
16 this loan?

17 **A:** Sir, I don't know. Because all I did, I went
18 in the bank, paid them cash money whatever.
19 And they gave me a copy of a little receipt
20 about that big (gesturing). That's all I did.
21 And what they did from that point, I don't
22 know.

23 **Q:** Well, going back to this letter that you
24 submitted as evidence, halfway down the second
25 page, right above where it says other



1 disclosures. Does this document not say this
2 payment does not necessarily -- does not mean
3 that you necessarily suffered financial injury
4 or harm. Is that what it says?

5 A: Where is that?

6 Q: Half way down the second page.

7 **THE COURT:** Are you talking about the \$3,000 payment
8 right now?

9 **MR. BURGESS:** This is correct.

10 **THE COURT:** Okay.

11 A: What are you talking about, will you show it to
12 me?

13 Q: Can you read that sentence that I just pointed
14 to?

15 A: Huh?

16 Q: That sentence that I just pointed to.

17 A: I see that.

18 Q: Right above other disclosures, would you agree
19 that that sentence says, this payment does not
20 mean that you necessarily suffered financial
21 injury or harm? Is that what it says?

22 A: That's what this says too. And it also it says
23 that -- if y'all didn't do something wrong why
24 do y'all send somebody \$3,000 check?

25 Q: That's not what I asked. I asked if that's



CREEL COURT REPORTING, INC.

1230 Richland Street / Columbia, SC 29201

(803) 252-3445 / (800) 822-0896

1 what that sentence says?

2 A: That's what that says, but I don't know exactly
3 what it means by that. But, I mean ...

4 Q: And going into the -- you said that they didn't
5 offer you a HAMP Tier 2 modification; is that
6 what your testimony was?

7 A: Yes, sir.

8 Q: Do you -- and you also testified that HAMP Tier
9 2 wasn't in existence in 2011, was that your
10 testimony that it came out in 2012?

11 A: What's the date on the -- in the papers on
12 that?

13 Q: I'm asking you.

14 A: Sir, I don't have the papers in front of me.

15 Q: I'm asking you what you testified to earlier?

16 **MR. POAG:** He said he doesn't know. He doesn't have
17 it in front of him. Asked and answered.

18 A: That's the answer, sir. I don't know because
19 I don't have the paper in front of me.

20 Q: Well, would you dispute that HAMP Tier 2, as
21 you called it in your testimony, wasn't around
22 in 2011; is that correct?

23 A: I don't know when it came out.

24 Q: But it came out after 2011?

25 A: Sir, you're an attorney, you're supposed to



CREEL COURT REPORTING, INC.

1230 Richland Street / Columbia, SC 29201

(803) 252-3445 / (800) 822-0896

1 find out that. You're supposed to know that.

2 **THE COURT:** Let's not argue.

3 **THE WITNESS:** Okay.

4 **THE COURT:** Just answer his questions. If you don't
5 know, just say I don't know.

6 **THE WITNESS:** I don't know, sir. I've answered
7 that.

8 Q: Okay. Do you have any documentation here to
9 show that you entered into any agreement with
10 Wells Fargo regarding this Note and Mortgage
11 that you signed?

12 A: I asked for it and I couldn't make them. I
13 don't work at the bank. I couldn't snatch them
14 by the collar and say, now you better give it
15 to me. I asked -- I was very -- I went to the
16 bank. I went to the bank and asked them, will
17 you please -- I called them up and asked
18 everything I could do, other than get on my
19 knees and beg them. I said, please, will you
20 please, this house is right at my family
21 property. We've been there for 50 years. It's
22 right beside my mother where I grew up at.
23 It's right at my mother's house. I said, will
24 you please -- can I mark, can I do whatever
25 I've got to do to redo what we've got to do.



CREEL COURT REPORTING, INC.

1230 Richland Street / Columbia, SC 29201

(803) 252-3445 / (800) 822-0896

1 And they took the payments from me, we'll work
2 with you, work with me. No, I didn't have one
3 phone call saying that they said I said that
4 either.

5 Q: But you don't have any document that you signed
6 where you actually entered into an agreement;
7 is that correct?

8 A: I asked them. I couldn't make them give it to
9 me. You understand that?

10 Q: In other words, I'm taking from what you're
11 saying is that they said no?

12 A: I couldn't make them give it to me. When I
13 walked in the place and asked them what we --
14 what could I -- will you please ---

15 **MR. BURGESS:** Your Honor, I don't have any further
16 questions.

17 **THE COURT:** Okay. Mr. Poag?

18 **MR. POAG:** Your Honor, at this time I would offer --
19 this is a document that is -- I retrieved from
20 the internet. It's a help for America's
21 Homeowners, Supplemental Directive 12.02 -- 12-
22 02, dated March 9, 2012, which details the Tier
23 2 aspect of HAMP. This is a public government
24 generated document. And I would offer that at
25 this time and ask you to take judicial notice



1 of it. I have, on this copy I'm handing you,
2 made some marks. Can I -- if I could just --
3 it's a long document, some 22 pages that ---

4 **MR. BURGESS:** Well, Your Honor, to the extent that
5 he's altered it, I would not object to the
6 original, unaltered version of this coming in.
7 It's a public document, it's simply ---

8 **MR. POAG:** I just made blue ink, so he could find it
9 easier. But I ---

10 **MR. BURGESS:** I do object to his notations on there.

11 **MR. POAG:** I didn't make any notations.

12 **THE COURT:** I don't see any notes. I see one
13 sentence underlined here on the first page.

14 **MR. POAG:** It should be three, Judge. I think on
15 page seven and page four. And that's about it.
16 Your Honor, this originally, when HAMP was
17 promoted, developed, it was for helping
18 homeowners that were living in the home. It
19 had to be a principal residence.

20 **THE COURT:** Yes, sir.

21 **MR. POAG:** In March of 2012, they came out with Tier
22 2 to help people that actually were using the
23 property as rental property. And if you look
24 at page -- at the bottom of page four, it talks
25 about Tier 2 eligibility. It's an added level



1 of borrowers that were also covered by a Tier
2 1. And if you look on page five, about halfway
3 down the page, it says the mortgage is secured
4 by rental property. And then it goes on to
5 describe rental property. To be eligible, two
6 or more payments have to be due. I don't think
7 there's any question about that, certification
8 that there's no more than five single-family
9 houses. Rental property currently occupied by
10 a tenant. And if you look on page seven, the
11 paragraph talked about borrower solicitation.
12 This is the pre-screening and it says, that
13 servicers must pre-screen all first lien
14 mortgage loans where two or more payments are
15 due and unpaid after the effective date to
16 determine if they meet the following basic
17 criteria under HAMP. And it lists those basic
18 criteria, which I believe all apply.

19 **MR. BURGESS:** I don't -- I take issue with him
20 giving his opinion on what does and does not
21 apply.

22 **MR. POAG:** I'm just pointing to the Court, the Court
23 can form its own conclusions.

24 **MR. BURGESS:** The facts from the bankruptcy show
25 that Mr. Sanders has more than five rental



CREEL COURT REPORTING, INC.

1230 Richland Street / Columbia, SC 29201

(803) 252-3445 / (800) 822-0896

1 properties. This is not a single-family -- I
2 just have a rental property, I want to be
3 eligible HAMP, Tier 2. So the whole idea that
4 he's eligible for HAMP, Tier 2 is a misnomer.

5 **THE COURT:** Why, where do you see that? It says one
6 to four-unit residential property?

7 **MR. BURGESS:** No, it's talking about the number.

8 **THE COURT:** Yeah, on page seven at the bottom. It
9 talks about a one to four-unit residential
10 property. That would be this particular
11 property, would it not? I mean, the fact that
12 he has other rental properties, how would that
13 ---

14 **MR. BURGESS:** Well, this particular rental property
15 falls within that. I'm speaking about in
16 general. I mean, this is a 40 -- I had there
17 22 page document and there are other
18 directives. I don't know that I concede that
19 this is a HAMP, Tier 2 eligible loan.

20 **THE COURT:** I'm going to admit the document. And we
21 both may have to read it at some point.

22 **(Defendant's Exhibit Number Three was admitted into**
23 **the record at this time.)**

24 **MR. POAG:** Your Honor, if you would just look at the
25 top of page seven. I think it starts at the



1 bottom of page seven, the top of page eight, it
2 talks about servicers must solicit borrowers
3 who have these loans so they can be helped. So
4 they can seek modifications, there's been
5 testimony that my client, even though he
6 requested it, never received it. There's also
7 been testimony from their own witness, that
8 HAMP applies -- excuse me, that Wells Fargo was
9 participating in HAMP. So what it amounted to
10 was -- when this case started, it was only, he
11 had to live in the home.

12 **THE COURT:** All right. Let me stop you right here,
13 before we go any further. Are you through
14 cross-examining him?

15 **MR. POAG:** I think so, Your Honor, yes, sir.

16 **THE COURT:** Do you want to ask him a question? Then
17 we can get into closing arguments.

18 **Q:** Just briefly, one follow-up question regarding
19 all this. You said that the property was
20 occupied by your sister; is that correct?

21 **A:** That's correct.

22 **Q:** And she's not paid you any rental income; is
23 that correct?

24 **A:** Very little. Yeah, excuse me, let's rephrase
25 that. Let's phrase this again. In exchange



1 for her rent, it was actually paid.

2 Q: I'm asking you, what did she pay you?

3 A: Now?

4 Q: Yes.

5 A: Or then?

6 Q: When she was the renter?

7 A: Along with the pay -- she would help pay the
8 payments of the property. But, I mean -- okay.
9 My wife was 20 years older than me, my ex-wife,
10 who was a banker for 40 years. She would help
11 her and we would -- it would be as -- we would
12 give her like \$300 payment. We'd take the
13 money back and pay the mortgage, so it was a
14 rental, but it was family.

15 Q: Let me see if I can get this straight. You're
16 saying that your sister lives there in the
17 property?

18 A: That's correct.

19 Q: And she's not making any payments to you; is
20 that correct? I'm just asking you.

21 A: No, okay.

22 Q: Do you have a copy of the lease?

23 A: There was no lease.

24 Q: Thank you. That's all the questions I have.

25 **THE COURT:** All right.



CREEL COURT REPORTING, INC.

1230 Richland Street / Columbia, SC 29201

(803) 252-3445 / (800) 822-0896

1 **MR. POAG:** I have nothing further.

2 **THE COURT:** All right. Mr. Sanders, you can step
3 down. All right. I guess I will at this point
4 hear closing arguments from you.

5 **MR. POAG:** This is the actual Exhibit, Judge.

6 **THE COURT:** And, Mr. Burgess, I'm going to be honest
7 with you. This HAMP thing is the one thing
8 that gives me concern. I, at first, was
9 concerned about the payments made during the
10 foreclosure, but there's really no evidence to
11 support that. But I am concerned about the
12 HAMP thing and I would like for you to
13 specifically address that. And assuming that
14 I found the bank should have put him through
15 the HAMP process after this Tier 2 amendment
16 and didn't do that, then what is the remedy at
17 this point. I mean, is it a federal program
18 that's absolutely foreclosed and I couldn't
19 order that that HAMP review be done at this
20 point or?

21 **CLOSING ARGUMENT - MR. BURGESS:**

22 **MR. BURGESS:** Your Honor, I'd certainly be happy to
23 speak on all of those points. Just briefly as
24 to the HAMP. First and foremost, I think he's
25 testified that this is clearly not a rental



1 property. It's a tenant-occupied property,
2 there is no lease on it. It's a property owned
3 ---

4 **THE COURT:** Please speak up for me.

5 **MR. BURGESS:** But he's not renting it, so I think
6 qualifying it as a rental property would
7 definitely calls into question whether or not
8 it falls within the definition of HAMP, Tier 2.
9 As far as the pleadings go, at the time the
10 Complaint was filed, and certainly the only
11 HAMP Tier that is encompassed within Justice
12 Toal's directive for 2009, would be HAMP Tier
13 1, because it was the only thing that was in
14 place in 2009 when she issued her
15 administrative order. And that required at the
16 time that it be a primary residence and that's
17 the basis for the initial allegation that says
18 that this is not eligible for HAMP, because the
19 only HAMP that was available ---

20 **THE COURT:** This HAMP Tier 2 modified that.

21 **MR. BURGESS:** Well, it came into effect, it's a
22 supplemental directive. I don't think it
23 modified what HAMP was, Tier 1. It expanded
24 the ability for banks enter into an agreement.
25 Now, I think what we've had ---



1 **THE COURT:** It began during this foreclosure, while
2 this foreclosure was pending, didn't it?

3 **MR. BURGESS:** In 2012, that's correct, Your Honor.
4 The foreclosure was pending in 2011. With
5 respect to HAMP, or any modification, I think
6 Mr. Sanders and Ms. Hawkins were both clear.
7 Mr. Sanders had requested modification, letters
8 had been sent to Mr. Sanders regarding working
9 something out as far as ---

10 **MR. POAG:** Objection, Your Honor, that -- I hate to
11 interrupt the closing statement. There's no
12 testimony about letters sent to my client.

13 **THE COURT:** There's no letters in evidence or no
14 testimony about letters being sent that I
15 recall.

16 **MR. BURGESS:** Well, he did testify that he had
17 reached out to ---

18 **MR. POAG:** He said he called them.

19 **THE COURT:** Yeah, he said he called them. But
20 that's different than a letter from them. But
21 go ahead.

22 **MR. BURGESS:** Well, and Your Honor, I think that's
23 what's there, is he tried for modification,
24 that's what's in his testimony. And he didn't
25 get it. I don't think there's, you know, any



1 testimony to the contrary. And as far as
2 remedy, he's been told no. I mean, our
3 client's moving forward with the foreclosure
4 action. They want to move forward. They're
5 simply not interested in modifying him at this
6 point in time. These are all discussions about
7 offers in compromise. The remedy, I don't
8 think would be to allow Mr. Sanders to have a
9 windfall, which is what he would get if the
10 case were dismissed. And the public policy in
11 South Carolina and the case law abhors
12 windfalls, which is exactly what he's arguing
13 to get. He's acknowledging the existence of
14 the Note and Mortgage. He's acknowledging
15 through his bankruptcy that everything up until
16 2009 was proper. He's -- you know, his only
17 defense is this HAMP Tier 2 eligibility where
18 he's saying specifically he tried for
19 modification and didn't get one. So at this
20 point, it's kind of the fisher cut bait
21 argument. He can't get a modification. And
22 based on just what he filed in his bankruptcy
23 with the number of properties that he's got,
24 it's not going to benefit him. He's not going
25 to be able to keep up the payments with total

**CREEL COURT REPORTING, INC.**

1230 Richland Street / Columbia, SC 29201

(803) 252-3445 / (800) 822-0896

1 unsecured debt of over 1.1 million dollars. I
2 mean, just based on what his bankruptcy filings
3 are. It's not going to come to fruition for
4 him. There's not going to be anything
5 available to him in terms of loss mitigation.
6 And that's what we're here for today, the
7 Plaintiff is seeking their right to move
8 forward with the foreclosure. He hasn't given
9 anything that would raise the level of unclean
10 hands.

11 **THE COURT:** All right. Mr. Poag?

12 **CLOSING ARGUMENT - MR. POAG:**

13 **MR. POAG:** If I could, Your Honor. I'm going to get
14 this back just a moment. And I'm going to be
15 very brief. I didn't know that opposing
16 counsel was the committee or entity that was
17 going to review my client today about the
18 modification. And I understand his position
19 and I think that's pretty much the position
20 that Wells Fargo took all along. They weren't
21 going to give it to him, even though, I think,
22 if you'll read this directive, supplemental
23 directive of 12-02 that it imposes an
24 affirmative duty on the servicer, the
25 Mortgagee, to notify borrowers that are at



1 least two months behind that Tier 2 exists now.
2 If you have rental property, you can be
3 covered. They didn't do that. He had -- and
4 in their pleadings they say it wasn't available
5 to him and then the law changed. I think they
6 had an affirmative duty to tell him that, they
7 didn't do it. He said that he called them and
8 that he never got anywhere with them. But he
9 was never able to be processed under HAMP, Tier
10 2. And now, I'm afraid, that it is too late.
11 It ended December 31st, 2013. If he can't
12 apply for that and get a modification, maybe
13 save his property, it's because they didn't
14 present him with the option. I don't think you
15 can realistically believe that individual
16 borrowers are going to know about these
17 directives. It's the banks that set all this
18 stuff up to begin with. And they're the ones
19 that participate in it. And they participated
20 in this. So they denied him that. He's been
21 irreparably harmed. And as for the appropriate
22 -- I go to the doctrine of unclean hands. And
23 I think that this Plaintiff is prohibited from
24 recovering in equity if he acted unfairly in a
25 matter that is subject of a litigation to the



1 prejudice of the Defendant. That's our case in
2 spades. They acted improperly because they did
3 not notify him about Tier 2. If they had, he
4 would have had a chance. If he had not made
5 it, if he had not been able to comply with Tier
6 2, then we wouldn't have any defense to base it
7 off of. But this loan was processed, per his
8 testimony, without an application. I think you
9 can glean from his testimony that Mr. Sanders
10 is not the most astute of people, doesn't have
11 but about a sixth or seventh grade education.
12 He was -- our mortgage industry was melting
13 down. And so it was not just set these HAMP
14 Programs up and let them sit out there and hope
15 that somebody somewhere, some borrower or
16 somewhere, will read about it and read this,
17 digest this 22-page document or more, and file
18 for it. No, it put an affirmative duty on the
19 borrowers to go out and get these people. They
20 had to send out notices. I know you're
21 probably more familiar with that than I am. We
22 were losing -- we were hemorrhaging residences
23 around here. And now, he comes in and says,
24 well, we didn't do what we were supposed to do,
25 you lose, time's over. We want our property.



1 That to me is the definition of unclean hands.
2 **THE COURT:** Well now, let's suppose I bought your
3 theory and said they could not foreclose. That
4 leaves them with an unsecured Note, that's, in
5 effect, what it does?

6 **MR. POAG:** Well, if you look at -- and I'm concerned
7 about that. There was a case involving
8 Wachovia Bank v. Coffee. This is a 2010 case.
9 This is the case really about the unauthorized
10 practice of law.

11 **MR. BURGESS:** You're Honor, I hate to briefly
12 interrupt, but I want to point out something
13 that makes this whole entire argument fail on
14 its face. The definition of rental property is
15 included in that document he handed up to you.
16 Right underneath that definition it says, the
17 borrower must certify that he or she does not
18 own more than five single-family properties.
19 The bankruptcy documents that are in evidence
20 that the borrower certified to before the
21 bankruptcy court, shows that he owned at least
22 six, perhaps seven, maybe even more than that,
23 rental properties at the time that he listed as
24 rental properties in 2009. He has more than
25 five rental properties. This is not a rental



1 property from our ---

2 **THE COURT:** Well, I'm going to let Mr. Poag finish
3 and then we'll ---

4 **MR. POAG:** Well, I would just say too that there's
5 nothing in that bankruptcy document that said
6 he's the sole owner of that or that it's not
7 in -- they're not owned by an LLC that he has
8 interest in. But as for Wachovia v. Coffee,
9 this again, was an unauthorized practice of law
10 where Wachovia Bank was having its loan
11 officers close loans, and the Supreme Court
12 said, no, you can't do that. And they would
13 not let Wachovia foreclose against the property
14 of the mortgage. The bank said -- that they
15 would not let them foreclose the mortgage. And
16 also that they had come to the conclusion that
17 Wachovia had come to court with unclean hands
18 and was barred from seeking equitable relief.
19 Then next paragraph it says, Wachovia's legal
20 cause of action are banned, are barred as well.
21 I think this Court has the right, if you want
22 to, to deny them the equitable relief of
23 foreclosure and barr them from the legal relief
24 that is sued on the Note. I'm not going to
25 tell you that I have found case law that says



CREEL COURT REPORTING, INC.

1230 Richland Street / Columbia, SC 29201

(803) 252-3445 / (800) 822-0896

125

1 that you have to do both of them. But I think
2 it's in this court's purview, they certainly
3 did it in Wachovia versus -

4 **THE COURT:** And you don't think I could order a Hamp
5 2 review at this point?

6 **MR. POAG:** I would love for that to happen. I would
7 love for that to happen. My client would
8 embrace that. And if you can, I'm all for it.
9 But I just -- just reading the effect of it, I
10 think it's December 31st, 2013. And I'm afraid
11 that ship has sailed. But if we get in, I
12 would love it.

13 **THE COURT:** All right. Mr. Burgess?

14 **MR. BURGESS:** Your Honor, just as I pointed out.
15 Based on the documents that he's handed up, as
16 a matter of law, this property doesn't qualify
17 as a single-family -- or as a rental property
18 under HAMP, Tier 2. That's based on bankruptcy
19 documents where he's certifying that he owns
20 more than five rental properties. Mr. Sanders
21 is not quite as unsophisticated as he's leading
22 this Court to believe. The testimony is that he
23 requested modification from Wells Fargo, he did
24 not get one. He hasn't said that he didn't
25 receive any documents from them or anything of



1 that nature. He's saying he did not get a
2 modification. I think, as a matter of law,
3 based on the definition here, he has the
4 definitions in the very supplemental directive
5 that he's pointing to showed that he's not
6 eligible for solicitation -

7 **MR. POAG:** Well, you're using 2009 document.

8 **MR. BURGESS:** No, I'm pointing directly to the
9 supplemental directive, rental property.

10 **MR. POAG:** I know. But you're using a list of
11 property that was prepared three years before.

12 **MR. BURGESS:** I'm going by what he certified.

13 **THE COURT:** He certified that in 2009 and this HAMP
14 2 thing didn't come along until 2012, so how do
15 we know that in 2012 he still owned more than?

16 **MR. BURGESS:** Well, I know that ---

17 **THE COURT:** I mean, I'm familiar somewhat with Mr.
18 Sanders. And I know he's had a lot rental
19 property at one time. But I have no idea what
20 he owns today or ---

21 **MR. BURGESS:** I believe that might be a fact that
22 Mr. Sanders may need to testify further to,
23 because I still think he owns more than five.

24 **THE COURT:** I guess the thing that bothers me is,
25 had the bank notified him in 2012 of this



1 change, he would have had to certify at that
2 point as to what he owned at that point. And
3 the determination would have been made whether
4 he was eligible then. In looking back, I don't
5 think I've got enough evidence in front of me
6 to tell whether he was eligible or not.

7 **MR. BURGESS:** Well, I think it has, on it's face, I
8 mean, the fact that he still owns more than
9 five rental properties.

10 **THE COURT:** Do we know that? What was the testimony
11 to that?

12 **MR. BURGESS:** I mean, there's more than four in
13 foreclosure right now as a matter of public
14 record. I mean -

15 **THE COURT:** I don't have that in front of me, I
16 guess, is what I'm saying to you.

17 **MR. BURGESS:** I'll be happy to question ---

18 **MR. POAG:** I just don't see how, with all due
19 respect, this Court can make that decision. I
20 mean, but, you know, from 2009 to 2012, he
21 could have conveyed what property away and only
22 owed five and been qualified.

23 **MR. BURGESS:** I'm going off what he certified to a
24 court before.

25 **MR. POAG:** Three years before. Three years before.



1 And if he had known the other was available, if
2 he had more than five, he could have conveyed
3 them away and been eligible.

4 **MR. BURGESS:** But that's what the directive says,
5 that they're not required to re-solicit on nine
6 rental properties that don't qualify for HAMP
7 Tier 2. And then the whole thing, the smoke
8 and mirrors here is he's asking for something
9 that he's already been reviewed for and denied
10 for as far as modifications. There is no
11 modification ---

12 **MR. POAG:** No testimony about that. Nobody's
13 testified my client was denied. They just
14 ignored him.

15 **MR. BURGESS:** I would be glad to put my witness back
16 on the stand and ask her about that.

17 **MR. POAG:** I'd love it too.

18 **MR. BURGESS:** And I would get -- one of the
19 questions in the direct examination was, was
20 any agreement ever reached as far as the loan
21 modification. And she testified it ---

22 **MR. POAG:** I thought the Plaintiff had rested?

23 **THE COURT:** The case is closed as far as the record
24 goes.

25 **MR. BURGESS:** Well, in the record, she did state



1 that -- she was asked, point blank, was there
2 an agreement reached? And she said no. I mean,
3 that's in her direct testimony.

4 **MR. POAG:** I recall her testimony, she didn't get
5 involved with that. She didn't do that. She
6 knew about it, but she didn't do it.

7 **MR. BURGESS:** Well, her testimony was she didn't get
8 involved in HAMP, as far as making decisions,
9 anything like that.

10 **MR. POAG:** Well, she should've told us. If she knew
11 so much about it, she should've told us. She
12 sure didn't testify to that.

13 **THE COURT:** I'm going to take it under advisement.
14 But I guess I would like to see the transcript
15 before I make a ruling. And, you know, y'all
16 can write a brief on what you think the remedy
17 is. I think the bank has messed up in not
18 notifying him of this Tier 2 opportunity.
19 Granted that, in 2012, he might not have been
20 eligible for it, we don't know that for sure.

21 **MR. BURGESS:** Well, that's his affirmative defense.
22 He hasn't proven that he was eligible to get
23 this solicitation. That's a fatal error in his
24 case. I mean, it's an affirmative defense to
25 the foreclosure and he didn't prove the



1 elements.

2 **MR. POAG:** How did you figure it's an affirmative
3 defense. It's almost -- everybody has a right
4 to apply for a modification. That's not a
5 defense, that's a modification.

6 **MR. BURGESS:** Well, he asserted it as an affirmative
7 defense to the foreclosure.

8 **MR. POAG:** You made it a defense by denying him the
9 opportunity and now it's closed, that door's
10 closed.

11 **THE COURT:** All right. I'm going to take it under
12 advisement and if either side wants to submit
13 anything further in writing you can do that.

14 **(There being nothing further, the hearing concluded**
15 **at 1:25 p.m.)**

16
17
18
19
20
21
22
23
24
25



CREEL COURT REPORTING, INC.

1230 Richland Street / Columbia, SC 29201

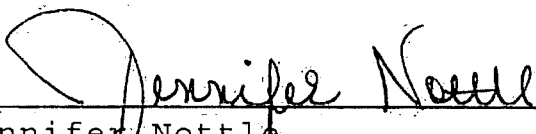
(803) 252-3445 / (800) 822-0896

CERTIFICATE

This is to certify that the within hearing consisting of one hundred and two (102) pages, is a true and correct transcript of the testimony given by said witnesses after being duly sworn; said hearing was reported by the method of Stenomask with Backup.

I further certify that I am neither employed by nor related to any of the parties in this matter or their counsel; nor do I have any interest, financial or otherwise, in the outcome of same.

IN WITNESS WHEREOF I have hereunto set my hand and seal on July 1, 2016.



Jennifer Nottle
Court Reporter

Notary Public for South Carolina
My Commission Expires: July 11, 2023



CREEL COURT REPORTING, INC.
1230 Richland Street / Columbia, SC 29201
(803) 252-3445 / (800) 822-0896

NEGOTIABLE PROMISSORY NOTE

(Fixed or Variable Interest Rate)

BK: 41
RC: 0004134

LOC:

LN TP: 11
0046000/00

Date: 01/23/02

Acct. No.

\$ 46611.50

CREDITOR: FIRST UNION NATIONAL BANK,

301 SOUTH TRYON STREET, NC5434
CHARLOTTE, NC 28288-5434

ORIGINAL

BORROWER(S): ALBERT J. SANDERS

131 E CHATEAU DRIVE

WEST COLUMBIA, SC 29171



FOR VALUE RECEIVED, I the Borrower (which means everyone who signs below as a borrower, jointly and severally), promise to pay FIRST UNION NATIONAL BANK, or order, the principal amount of this loan as stated above (the Amount Financed, plus the prepaid finance charge, if any, as disclosed in the Itemization of Amount Financed), together with interest from the date of this Note on the unpaid principal balance at the interest rate for a fixed or variable rate loan disclosed below until fully paid. "I," "me," and "my" refer to Borrower(s) while "you" and "your" refer to FIRST UNION NATIONAL BANK.

☒ If indicated, this is a fixed rate loan and my Interest Rate is 7.59

☐ If indicated, this is a variable rate loan and my initial Interest Rate is which is tied to the Wall Street Journal (WSJ) "Prime Rate."

The Initial Interest Rate is computed as follows: Prime Rate of

% Plus

Percentage Points.

ANNUAL PERCENTAGE RATE: The cost of my credit as a yearly rate.	FINANCE CHARGE: The dollar amount the credit will cost me.	Amount Financed. The amount of credit provided to me or on my behalf.	Total of Payments. The amount I will have paid after I have made all payments as scheduled.
7.73 %	\$ 72918.80	\$ 46000.00	\$ 118918.80

I have the right to receive at this time an Itemization of the Amount Financed: () I want an Itemization, () I do not want an itemization.
(Initials) (Initials)

My payment schedule will be:

No. of Payments	Payment Amount	Frequency	Due Date	No. of Payments	Payment Amount	Frequency	Due Date
360	\$ 330.33	M	03/13/02		\$		
	\$				\$		

Variable Rate

If my loan, as indicated above, has a variable rate, my interest rate may increase during the term of my loan based on movement of the WSJ Prime Rate. My interest rate will not increase more than once each month. If my loan is secured by a principal dwelling for a term greater than one year, disclosures about the variable rate have been provided to me earlier.

☐ If indicated, my loan has multiple payments for a term of more than 60 months. Any increase in my interest rate will increase the number of payments and may increase the payment amounts. If my loan were for \$10,000 for 144 months at 12% and the interest rate increased to 12.50% in three months, my regular payment would increase by \$7.30 beginning with my Sixty-First payment.

☐ MAXIMUM RATE.
If indicated, the maximum interest rate will not exceed:

☐ If indicated, my loan has multiple payments for a term of 60 months or less. Any increase in my interest rate will increase the number of payments. If my loan were for \$10,000 for 60 months at 12% and the interest rate increased to 12.50% in three months I would have to make one additional payment of \$196.56.

☐ If indicated, my loan has a single payment. Any increase in my interest rate will increase the amount due at maturity. If my loan were for \$10,000 at 12% for 90 days, and my interest rate increased to 12.25% in 20 days, then my final payment would increase by \$4.80.

Security. I am giving a security interest in:

☐ the goods or property being purchased. ☒ other (describe): REAL ESTATE

Collateral securing other loans with you may also secure this loan, except my principal dwelling or household goods.

Filing Fees. \$

Prepayment. If I pay off early, I will not have to pay a penalty and I may be entitled to a refund of part of any prepaid finance charge.

Late charges. If you receive any payment 15 days or more after the due date, I agree to pay you a late charge of 5% of my payment.

☐ If indicated, this loan is for the purchase of property used as my principal dwelling and someone buying my principal dwelling cannot assume the remainder of my loan on the original terms.

☐ If indicated, the Annual Percentage Rate does not take into account my required deposit.

I may see my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled due date, and prepayment refunds and penalties.

INSURANCE DISCLOSURES

I understand that credit life and credit disability insurance are not required to get this loan. You will not provide it unless I sign this credit insurance section and agree to pay the cost. If I want any of these insurance coverages, I must be sure that the insurance coverage I want is indicated, that the amount of the premium is filled in, and that I have signed below. If I request credit life insurance or credit disability insurance, I have the right to rescind the insurance policy or certificate of insurance by giving written notice to the insurance company within 30 days from the date I received the policy or certificate. The term and amount of any insurance I request is for the stated term/amount of this loan unless otherwise indicated below.

INSURED #1	INSURED #2	TYPE	PREMIUM	TERM IN MOS.	AMT. OF COVERAGE	DISABILITY MONTHLY BENEFIT
		Credit Life	\$		\$	
		Credit Disability	\$		\$	\$

If this loan is secured, I may obtain property insurance from any insurer I choose.

I request coverage(s) checked
for the premiums shown above

Signature of Insured #1

I request coverage(s) checked
for the premiums shown above

Signature of Insured #2

PROPERTY AS SECURITY

To secure payment of this Note I grant you a security interest in the collateral described below, or in the Mortgage as indicated by the date below or on Schedule A, plus all additions, replacements or accessions to, and proceeds of the collateral. This collateral will secure any other loans with you, now or in the future unless the collateral is used as a principal dwelling or household goods. Any additional collateral is listed on the attached Schedule A.

Real property located at
212 ADKINS CIRCLE
WEST COLUMBIA

SC 29170

As more fully described on mortgage dated 01/23/02

If indicated, I (we) authorize you to draft all amounts due from my (our) deposit account as provided in my (our) application.

INTEREST RATE CHANGES: VARIABLE RATE: If my loan is a variable rate loan, I understand and agree that you will adjust the number and amount of my payments, the interest rate, the term to maturity and other relevant terms of my loan in accordance with your variable rate consumer lending procedures and programs, as they may change from time to time, the terms of which are described herein. My interest rate will change in an amount equal to the change in the WSJ Prime Rate. WSJ Prime Rate is announced and changed, from time to time. I understand that this rate is not represented or intended to be the lowest or most favorable rate of interest offered by you to any of your borrowers. My interest rate will be the sum of the number of percentage points, as indicated on the front of this Note, plus WSJ Prime Rate, as it may change from time to time. My interest rate may not change more than once each month during the term of my loan which will occur on the first day of each calendar month and will be based on WSJ "Prime Rate" published in the Charlotte, N.C. edition on the 25th day of the prior calendar month. If more than one rate is published, you will use the higher rate as the WSJ Prime Rate. If the 25th falls on a day when the WSJ Prime Rate is not published, the WSJ Prime Rate will be the rate published the last day prior to the 25th. Changes in the interest rate will be subject to any maximum rate stated in this Note. If no maximum interest rate is indicated, my interest rate will not exceed the highest interest rate permitted by applicable law. If the amount of any payment does not pay all interest due, you will collect the unpaid interest from future payments.

PAYMENT ADD PROVISIONS: If my loan has an original term of 60 months or less, you will extend the number of my payments if on the date of my final scheduled payment the amount of the scheduled payment will not pay the outstanding principal balance and unpaid interest. You will continue to bill me for my payment as long as any balance remains unpaid on my loan.

VARIABLE RATE PAYMENT CHANGES: If my loan is a variable rate loan with an original term of more than 60 months, the amount of my payment may change in the 61st calendar month and every 60th calendar month thereafter. Prior to each payment change date, you will calculate a payment estimated to pay the outstanding principal balance and any unpaid interest at the then current interest rate during the remaining term of the loan. My payment will never increase more than 25% of the previously calculated payment. If on any payment change date, 60 months or less remain on my loan, said payment change will be considered as the final payment change. At the final payment change, if necessary, you will increase my payment up to 25% of my previous payment and you will continue to bill me for my payment as long as any balance remains unpaid on my loan.

BALLOON NOTE PROVISIONS: If my payment schedule on this Promissory Note indicates a balloon payment (a single payment scheduled at the end of the loan term which is larger than any of the earlier scheduled payments) as a final payment, the following provisions apply: If my loan has a fixed interest rate, my payment habits and any loan extensions may change the amount of my finance charge which will be reflected in my final balloon payment. If my loan has a variable interest rate with a term of 60 months or less, my payment habits and any loan extensions or interest rate changes may change the amount of my finance charge which will be reflected in my final balloon payment. If my loan has a variable interest rate with a term of more than 60 months, the amount of my regular payment may change in the 61st calendar month and every 60th calendar month thereafter. My regular payment will never increase more than 25% of the previously calculated payment. If on any payment change date, 60 months or less remain on my loan, said payment change will be considered as the final payment change. However, after the final payment change, my payment habits and any loan extensions or interest rate changes may change the amount of my finance charge which will be reflected in my final balloon payment.

INSURANCE: If I have given you a security interest in my property, I agree to keep physical damage insurance covering loss or damage to any collateral for the term of this loan. My insurance must cover any physical damage, including damage caused by flood(s), if you require such coverage. My insurance shall be maintained in the amounts and for the periods that you require. If I fail to maintain adequate coverage as described above, you may, at either your option or as required by law, obtain coverage to protect your rights in accordance with other provisions of this Note. If collateral is lost, damaged or destroyed, I agree that you may use any insurance settlement either to repair the collateral or to apply it to my debt. I agree to assign the proceeds of any insurance to you to the extent of the debt I owe and agree that the insurance company may pay you directly. I agree that you have an irrevocable power of attorney to file proofs of loss and anything else necessary to obtain the insurance proceeds in my name. Loss, damage or destruction of collateral will not release me from any liability under this Note.

SECURITY AGREEMENT: If I have given you a security interest in any collateral, I pledge as security for repayment of this loan the collateral which includes any accessories, equipment, replacement parts installed in the collateral, any accessions to the collateral, and the proceeds of collateral. This security interest also covers (1) insurance premiums and other similar charges, (2) proceeds of any insurance policies or similar coverage on the collateral, and (3) proceeds of any insurance policies on my life or health which are financed in this Note. In addition, I give you a security interest in any collateral (other than household goods or principal dwelling) which secures any other loans I have with you, now or in the future. You expressly waive as collateral for this loan any security interest in collateral I use as my principal dwelling and household goods for any other existing or future transactions between us.

If I grant you a security interest in securities as collateral, I agree to deliver immediately to you, fully endorsed, any certificates for shares representing any stock dividend, and stock split-up, or a right to subscribe. I further pledge and agree to deliver to you, upon demand, additional collateral satisfactory to you and in accordance with all margin requirements.

EVENTS OF DEFAULT: I will be in default under this Note if any of the following events occur: (1) I fail to make a payment as required under this Note; (2) The prospect of payment, performance, or realization by you on my collateral is significantly impaired; or (3) If I fail to perform any term(s) of any Mortgage which secures payment of the Note.

REMEDIES ON DEFAULT: If this is a consumer credit transaction which is payable in two or more installments and I fail to make any payment within 10 days of its due date, you will give me one opportunity to cure the payment default by making the payment, if (1) I do not cure the default within 20 days, (2) I am ever late with payment again, or (3) the prospect of payment or realization of collateral is significantly impaired, you may demand that this loan be paid immediately.

ATTORNEY'S FEES: If you hire an attorney to collect what I owe, I agree to pay your reasonable attorney's fees, up to 15% of the unpaid debt.

OTHER PROVISIONS: Each borrower, including co-maker, co-signer, surety, endorser or guarantor, individually and jointly, waive presentment, demand, protest or notice of protest and any notice that you are demanding payment in full of the entire outstanding balance because of default or for any other reason. You may accept late or partial payments, even if they are marked "payment in full," without losing any of your rights. If you receive any payment 15 days or more after the due date, I agree to pay you a late charge of 5% of my payment. You may exercise your right to setoff against any funds I have on deposit with you. The information in my credit application is true and complete. This note contains the entire agreement between us except, to the extent it becomes necessary, reference, for further details, is made to your variable rate consumer lending procedures and programs, as may change from time to time. Any waiver or change in the terms of this Note must be in writing and signed by you. No oral changes are binding. This Note is governed by the laws of the United States and South Carolina. Your failure to insist upon prompt payment or to enforce any other right shall not be deemed a waiver of any such right or privilege. I understand that my payment habits and any loan extensions may also change the amount of finance charge and total payments disclosed on the front of this Note. This loan cannot be assumed by any other party. If I make a payment by check and a check is returned unpaid for any reason, I agree to pay a charge of \$20 for each returned payment check. Said returned check fee may be added to my outstanding principal balance hereunder, and accrue interest at the rate provided in this note, without notice.

ARBITRATION: At my, Guarantor or your request, any controversy arising out of or relating to this loan shall be decided by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Any controversy that is related to a class action or is part of a class action shall, at my, Guarantor or your request, be referred for decision by arbitration as provided herein. A judgment upon award may be entered by any court having jurisdiction.

Notwithstanding the preceding binding arbitration provisions, I, Guarantor or you may employ or exercise freely, either alone, in conjunction with or during an arbitration proceeding, any provisional or ancillary remedies including foreclosure and sale of any collateral by judicial or non-judicial foreclosure, self help, set-off, attachment, garnishment and sequestration. Preservation of these remedies does not limit the power of the arbitrator to grant similar remedies.

ASSUMPTION NOTICE: The debt secured hereby is subject to call in full or the terms thereof being modified in the event the real estate securing the debt is sold, conveyed or otherwise transferred.

DRUGS AND LIQUOR: I promise you that I do not have a reputation for the unlawful use of drugs or liquor, I also promise you that I have never been arrested, nor convicted, for any violation of the drug or of the liquor laws of any State or of the United States.

INFORMATION REPORTED TO CONSUMER REPORTING AGENCIES: Under the Fair Credit Reporting Act, I have the right to notify you if I believe you have reported inaccurate information about my account to any Consumer Reporting Agency. Such notices should be sent in writing and include my complete name, current address, Social Security number, telephone number, account number, type of account, specific item of dispute and the reason why I believe the information reported is in error. I must send my notice to: First Union, P.O. Box 560726, Charlotte, NC 28256-0726.

SHARING INFORMATION REGARDING MY FIRST UNION RELATIONSHIPS. I understand that from time to time you may share and use with any First Union Corporate Affiliates (e.g. First Union National Bank, First Union Brokerage Services, Inc., First Union Mortgage Corporation, etc.) my account and "other information" as you in your sole discretion consider necessary or appropriate. I have the right to direct you not to share my "other information" by notifying you in writing. I must send my name, address, Social Security number, telephone number and account type and number to: First Union, P.O. Box 11726, Roanoke, VA 24022-1726.

GUARANTY OF THIRD PERSONS: The undersigned jointly and severally guarantee the payment, when due, to any holder hereof of all amounts from time to time owing on this Note. The undersigned jointly and severally waive notice of acceptance of this guaranty, of any extensions in time of payment, of sale of any collateral, and of all other notices to which the undersigned would otherwise be entitled by law and agree to pay all amounts owing hereunder upon demand, without requiring any prior action or proceedings against the borrowers. The undersigned further agrees that the failure by the holder of this instrument to perfect any security interest granted by the foregoing Note shall not affect in any manner the liability of any guarantor hereon. The undersigned acknowledges receipt and execution of the Co-Signers Notice before signing this guaranty.

Guarantor - Co-Signer (SEAL) _____ (SEAL)
Guarantor - Co-Signer

THIRD PARTY OWNER(S) AGREEMENT: The undersigned, as owner(s) or co-owner(s) of the collateral, grant you a security interest in the collateral and agree that the terms and conditions of this Note shall apply to the collateral.

Owner or Co-Owner (SEAL) _____ (SEAL)
Owner or Co-Owner

EACH BORROWER ACKNOWLEDGES RECEIPT OF A COPY OF THIS NOTE, FULLY COMPLETED PRIOR TO SIGNING, AND FURTHER ACKNOWLEDGES THAT THIS IS A SEALED INSTRUMENT.

Albert J. Sanders (SEAL) _____ (SEAL)
Borrower Borrower
ALBERT J. SANDERS

TRUE CERTIFIED COPY

Lexington County Register of Deeds

By [Signature]
Date 1/28/02 No. of pgs. 22002004408 FILED, RECORDED, INDEXED
01/28/2002 16:12:00:340
Rec Fee: \$12.00 St Fee: \$6.00
Co Fee: \$0.00 Pages: 6
Lexington County R/D Debra H. Bunter
MORTGAGE Bk/Pg 6955:283**Return To:**

First Union National Bank

Consumer Loan Operations

P.O. Box 50010

Roanoke, VA 24022

Parcel No:

Prepared By:**MORTGAGE**THIS MORTGAGE made this day 23 January, 2002, between the Mortgagor,ALBERT JERRY SANDERS, JR.

(herein "Borrower"), and the Mortgagee, First Union National Bank, a national banking association organized and existing under the laws of the United States of America, whose address is First Union National Bank, 301 South College Street, NC 0630, Charlotte, North Carolina 28288-0630 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 46611.50 which indebtedness is evidenced by Borrower's Note dated 01/23/02 extensions, modifications and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 02/13/32TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described Property located in the County of Lexington State of South Carolina:

* SEE ATTACHED FOR LEGAL DESCRIPTION *

which has the address of 212 ADKINS CIRCLEWEST COLUMBIASC 29170

and Parcel No. _____ (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the Property covered by this Mortgage; and all of the foregoing, together with said Property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Any Rider ("Rider") attached hereto and executed of even date is incorporated herein and the covenant and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were a part hereof.

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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

a.g. 22-



EXHIBIT

" 2 "

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.
 2. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations, under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
 3. **Hazard Insurance.** a) Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including floods or flood, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 5.
b) All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgagee clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.
c) Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.
d) Except as provided in subparagraph 3(e) below, should partial or complete destruction or damage occur to the Property, Borrower hereby agrees that any and all instruments evidencing insurance proceeds received by Lender as a result of said damage or destruction, shall be placed in a non-interest bearing escrow account with Lender. At Lender's discretion, Lender may release some or all of the proceeds from escrow after Borrower presents Lender with a receipt(s), invoice(s), written estimates(s) or other document(s) acceptable to Lender which relates to the repair and/or improvements of the Property necessary as a result of said damage and/or destruction. Absent an agreement to the contrary, Lender shall not be required to pay Borrower any interest on the proceeds held in the escrow account. Any amounts remaining in the account after all repairs and/or improvements have been made to the Lender's satisfaction, shall be applied to the sums secured by this Mortgage. Borrower further agrees to cooperate with Lender by endorsing all checks, drafts and/or other instruments evidencing insurance proceeds and any necessary documents. Should Borrower fail to provide any required endorsement and/or execution within thirty (30) days after Lender sends Borrower notice that Lender has received an instrument evidencing insurance proceeds, or document(s) requiring Borrower's signature, Borrower hereby authorizes Lender to endorse said instrument and/or document(s) on Borrower's behalf, and collect and apply said proceeds at Lender's option, either to restoration or repair of the Property or to sums secured by this Mortgage. It is not the intention of either party that this escrow provision, and/or Lender's endorsement or execution of an instrument(s) and/or document(s) on behalf of Borrower create a fiduciary or agency relationship between Lender and Borrower.
e) Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 15 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument.
 4. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
 6. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such actions as is necessary to protect Lender's interest in the Property.
- Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon from the date of disbursement, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon

Lexington County Register of Deeds

Doris M. Ginter

a.g.s.g.

notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 5 shall require Lender to incur any expense or take any action hereunder.

6. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

8. Borrower Not Released; Forbearance by Lender Not a Waiver. The Borrower shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) secured hereby, notwithstanding any of the following: (a) the sale of all or a part of the premises; (b) the assumption by another party of the Borrower's obligations hereunder; (c) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to Borrower or a subsequent owner of the Property; and (d) the release of all or any part of the premises securing said obligations or the release of any party who assumes payment of the same. None of the foregoing shall in any way affect the full force and effect of the lien of this Mortgage or impair Lender's right to a deficiency judgment (in the event of foreclosure) against Borrower or any party assuming the obligations hereunder, to the extent permitted by applicable law.

Any forbearance by Lender in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

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

Subject to the provisions of paragraph 14, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender.

10. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by first class mail addressed to Borrower or the current owner at the Property Address or at such other address as Borrower may designate in writing by notice to Lender as provided herein, and any other person personally liable on this Note as these persons' names and addresses appear in the Lender's records at the time of giving notice and (b) any notice to Lender shall be given by first class mail to Lender's address at First Union National Bank, Consumer Loan Operations, P.O. Box 50010, Roanoke, VA 24022 or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

11. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

12. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note, this Mortgage and Rider(s) at the time of execution or after recordation hereof.

13. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

14. Transfer of the Property or a Beneficial Interest in Borrower; Assumption. As used in this paragraph 14, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written

ag. S. J.

consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given in accordance with paragraph 10 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies by this Security Instrument without further notice or demand on Borrower.

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

15. Default; Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this entire Mortgage, including the covenants to pay when due any sums under the Note secured by this Mortgage, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without demand or notice, notice of the exercise of such option being hereby expressly waived. Lender may invoke the power of sale hereby granted. Lender shall have the right to enter upon and take possession of the Property hereby conveyed or shall without taking such possession have the right to sell the same at public auction for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale, in some newspaper published in said county, and upon payment of the purchase money, the Lender, or owner of the debt and Mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagors, a good and sufficient deed to the Property sold; the Lender shall apply the proceeds of said sale: first, to the expense of advertising, selling and conveying said Property, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of said sale; and fourth, the balance, if any, shall be paid over to the said Borrowers or to whomever then appears of record to be the owner of said Property. The Lender may bid and become the purchaser of the Mortgaged Property at any foreclosure sale hereunder.

16. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, this Note and Notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action, as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

17. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that so long as Borrower is not in default hereunder, Borrower shall, prior to acceleration under paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration and/or foreclosure under paragraph 15 hereof, or abandonment of the Property, Lender, in person or by agent, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. The Lender shall be liable to account only for those rents actually received prior to the foreclosure sale as provided in paragraph 15. Lender shall not be liable to account to Borrower or to any other person claiming any interest in the Property for any rents received after foreclosure.

18. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

19. Legislation. If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Mortgage or any Rider, unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Mortgage or the Note, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Mortgage to be immediately due and payable.

20. Satisfaction. Upon payment of all sums secured by this Mortgage, the conveyance of the Property pursuant to this Mortgage shall become null and void and Lender shall release this Mortgage. Borrower shall pay all costs of recordation, if any. Lender, at Lender's option, may allow a partial release of the Property on terms acceptable to Lender and Lender may charge a release fee.

21. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property and relinquishes all rights of power and curtesy in the Property.

22. 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 Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

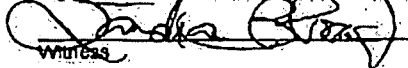
As used in this paragraph 22, "Hazardous Substances" are those substances defined as toxic or Hazardous Substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 22, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender at First Union National Bank, Consumer Loan Operations, P.O. Box 50010, Roanoke, VA 24022 of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage and adopted as his seal the word ("SEAL") appearing beside his name.

Signed, sealed and delivered in the presence of:


Witness

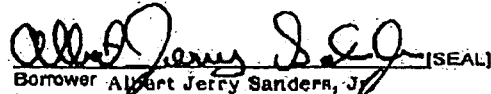
Sandra B. Poag

Witness Name Typed or Printed


Witness

James W. Poag, Jr.

Witness Name Typed or Printed

 (SEAL)
Borrower Albert Jerry Sanders, Jr.

Borrower (SEAL)

Borrower (SEAL)

Borrower (SEAL)

State of SOUTH CAROLINA

County of LEXINGTON

Before me, the undersigned Notary Public, personally appeared _____

Sandra B. Poag

who being duly sworn, deposed and said that (s)he saw _____

Albert Jerry Sanders, Jr.

sign, seal and deliver the foregoing Mortgage and that (s)he, together with _____

James W. Poag, Jr.

witnessed the execution thereof.

SWORN to and subscribed before me this 23rd day of January, 2002.


Witness

Notary Public for South Carolina

James W. Poag, Jr.

Notary Public Name (Typed or Printed)

My Commission Expires: 9/29/05

EXHIBIT "A"

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the Town of Pine Ridge, County of Lexington, State of South Carolina, the same being shown as Lot 5 on a plat of Martin & Associates, by Robert Collingwood, dated January 15, 1979, and also being shown on a plat prepared for Thomas E. Williams and Brenda K. Williams by Belter & Associates, Inc., dated April 3, 1987 to be recorded in the RMC Office for Lexington County. For a more accurate description of said lot reference is made to latter mentioned plat. **PLAT Book 2174, PAGE 508.**

This being the same property conveyed to the mortgagor herein by deed of the Master in Equity for Lexington County dated 5/19/00 and recorded in Record Book 5791 page 168.

TMS# 006721-02-07

a.g.s.j.

Lexington County Registrar of Deeds

Debra M. Carter



Comptroller of the Currency
Administrator of National Banks

Large Bank Licensing, MS 7-13
250 E Street, S.W.
Washington, DC 20219

April 1, 2002

OCC Control Nr. 2002-ML-02-0001

Ms. Courtney D. Allison
Assistant General Counsel
Legal Division
Wachovia Corporation
301 South College Street (NC0630)
Charlotte, North Carolina 28288-0630

Dear Ms. Allison:

This letter is the official certification of the Comptroller of the Currency (OCC) of the merger of Wachovia Bank, National Association, Winston-Salem, North Carolina, Charter Nr. 1559, into and under the charter of First Union National Bank, Charlotte, North Carolina, Charter Nr. 1 with the resulting title of Wachovia Bank, National Association and headquarters at Charlotte, North Carolina, effective April 1, 2002.

This letter is also the official authorization given to Wachovia Bank, N.A., Charter Nr. 1 (formerly First Union National Bank), to operate the former head office of Wachovia Bank, N.A., Charter Nr. 1559 as a branch at the following site:

Title	:	Downtown Winston-Salem Branch
Certificate Nr.	:	122534A
Address	:	100 North Main Street Winston-Salem, North Carolina 27150

Branch authorizations previously granted to Wachovia Bank, N.A., Charter Nr. 1559, automatically convey to Wachovia Bank, N.A., Charter Nr. 1 (formerly First Union National Bank), the resulting bank, and will not be reissued. Please furnish a copy of this certificate to personnel responsible for branch administration.



EXHIBIT
" 3 "

Certification of Merger
First Union National Bank/Wachovia Bank, N.A.
Page 2 of 2

The OCC also authorizes the resulting bank, should the merger occur between Call Report dates, to recalculate its legal lending limit. The new lending limit should be calculated by using data from the last Call Report of the individual banks filed prior to consummating the consolidation, as adjusted for the combination. The resulting bank will then file a new Call Report and begin calculating its legal lending limit according to 12 C.F.R. 32.4(a) at the end of the quarter following consummation of the consolidation.

In the event of questions, I may be contacted at (202) 874-5060 or by e-mail at: largebanks@occ.treas.gov.

Sincerely,



Richard T. Erb
Licensing Manager

2002-ML-02-0001





Comptroller of the Currency
Administrator of National Banks

Washington, DC 20219

March 20, 2010

Mr. James E. Hanson
Senior Vice President
Wells Fargo Bank, National Association
90 South Seventh Street
Minneapolis, MN 55479

Re: Applications to merge Wachovia Bank, National Association, Charlotte, North Carolina and Wachovia Bank of Delaware, National Association, Wilmington, Delaware with and into Wells Fargo Bank, National Association, Sioux Falls, South Dakota
Application Control Number: 2009-ML-02-0012

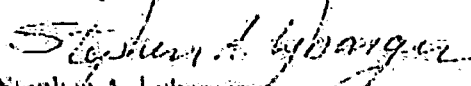
Dear Mr. Hanson:

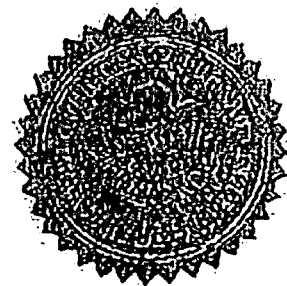
This letter is the official acknowledgement, authorization and certification by the Office of the Comptroller of the Currency (OCC) that effective March 20, 2010 Wachovia Bank, National Association, Charlotte, North Carolina and Wachovia Bank of Delaware, National Association, Wilmington, Delaware merged with and into Wells Fargo Bank, National Association, Sioux Falls, South Dakota, under the title of the latter. As result of the merger, the OCC has renumbered the charter number of Wells Fargo Bank, National Association (the resulting bank) from charter number 1741 to charter number 1.

This letter is also the official authorization for Wells Fargo Bank, National Association to operate the former main office of Wachovia Bank of Delaware, National Association and the branch offices of Wachovia Bank, National Association and Wachovia Bank of Delaware, National Association as branches of Wells Fargo Bank, National Association. A list of branches for the resulting bank will be sent under separate cover.

If you have questions regarding this letter, please contact me at (202) 874-5294 or by e-mail at Stephen.Lybarger@occ.treas.gov. Please reference the application control number in any correspondence.

Sincerely,


Stephen A. Lybarger
Large Bank Licensing Lead Expert



145

AFFIDAVIT OF VERIFIED STATEMENT OF ACCOUNT

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

Wells Fargo Bank, N.A. Ultimate Successor to
First Union National Bank,
Plaintiff,

v.

Albert J. Sanders a/k/a Albert Jerry Sanders, Jr.
a/k/a Albert J. Sanders, Palmetto/Carolina Funding,
LLC and S.C. State Credit Union,
Defendants

IN THE COURT OF COMMON PLEAS
CASE NO.: 2011-CP-32-00293

**AFFIDAVIT OF VERIFIED STATEMENT
OF ACCOUNT**

FILED
CLERK OF COURT
LEXINGTON SC
2015 JUL 20 5 36 PM

PERSONALLY APPEARED, who being duly sworn, deposes and says:

1. My name is Stephanie Casarez and I am authorized to execute this affidavit on behalf of Plaintiff as an employee of Wells Fargo Bank, N.A. successor by merger to Wachovia Bank, N.A. successor by merger to First Union National Bank, (hereinafter "Wells Fargo"). Wells Fargo is servicer of the subject mortgage loan ("Loan").
2. In the regular performance of my job functions, I am familiar with business records maintained by Wells Fargo for the purpose of servicing mortgage loans. These records (which include data compilations, electronically imaged documents, and others) are made at or near the time by, or from information provided or transmitted by, persons with knowledge of the activity and transactions reflected in such records; and are kept in the course of business activity conducted regularly by Wells Fargo. It is the regular practice of Wells Fargo's mortgage servicing business to make these records. In connection with making this affidavit, I have acquired knowledge of the matters stated herein by examining these business records.
3. A lost note affidavit has been executed in relation to the note at issue. A copy of the lost note affidavit is attached hereto.
4. The following principal, interest, late charges and escrow/advances, which I have confirmed following my review of Wells Fargo business records, are a true and accurate record of the Loan's currently owed balance (excepting any unpaid attorney's fees and attorney's costs that will be addressed by our attorneys through their own affidavit, as well as any advances incurred between the signing of this affidavit and the hearing) to the date of hearing:



EXHIBIT

" 4 "

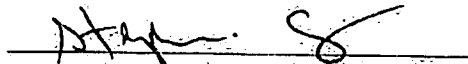
The amount due the Plaintiff on said Note through July 06, 2015 is \$70,569.12 which breaks down as follows:

Principal	\$43,095.54
Interest	
from 03/29/2009 to 07/06/2015 @ 7.590%	\$20,486.00
Pre-acceleration Late Charges	\$80.00
Hazard Insurance Disbursements	\$1,435.00
Tax Disbursements	\$5,472.58
Property Inspections/Preservation	\$0.00
PMI/MIP Insurance	\$0.00
Other	\$0.00
Escrow Balance Credit	(\$0.00)
Credits to Borrower	(\$0.00)
Total	\$70,569.12

Per diem interest in the amount of \$8.96151 will accrue on the principal from July 06, 2015 and thereafter in accordance with the Note

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

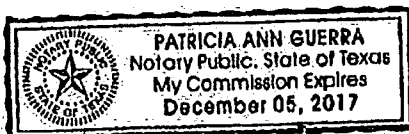
FURTHER AFFIANT SAYETH NOT.



Name: Stephanie Casarez
Title: Vice President Loan Documentation
Company: Wells Fargo Bank, N.A.
Date: July 06, 2015

State of Texas)
County of Bexar)

Sworn and subscribed to before me this 6th day of July, 2015




Patricia Ann Guerra

Notary Public
My Commission expires: 12/05/2017



Transaction Statement

Wachovia Account Number: [REDACTED]

Wells Fargo Account Number: [REDACTED]

Shaw History

ALBERT JERRY SANDERS JR
131 E CHATEAU DR
WEST COLUMBIA, SC 291704203

Statement Period: 01/11/2011 - 01/11/2015

STATEMENT SUMMARY

Original Balance \$46,611.50
Current Balance \$43,095.54
Note Date: 01/23/2002
Product ILA

AUX Number: [REDACTED]

Statement Date:

December 03, 2015

TRANSACTIONS

Proc Date	Eff Date	Tran Code	Action	Interest	Principal	Misc 1	Misc 2	Misc 3	Escrow	Total Pmt	Prin Bal
01/31/2011	01/11/2011	46 2	Charge Assessment	\$0.00	\$0.00	\$413.72	\$0.00	\$0.00	\$0.00	\$0.00	\$43,095.54
02/01/2011	01/31/2011	36 2	Fee Waiver	\$0.00	\$0.00	(\$413.72)	\$0.00	\$0.00	\$0.00	\$0.00	\$43,095.54
07/30/2012	07/30/2012	36 2	Fee Waiver	\$0.00	\$0.00	(\$413.72)	\$0.00	\$0.00	\$0.00	\$0.00	\$43,095.54
07/30/2012	07/30/2012	36 2	Fee Waiver	\$0.00	\$0.00	(\$930.87)	\$0.00	\$0.00	\$0.00	\$0.00	\$43,095.54
08/13/2012	07/30/2012	46 2	Charge Assessment	\$0.00	\$0.00	\$413.72	\$0.00	\$0.00	\$0.00	\$0.00	\$43,095.54
04/01/2013	01/11/2013	46 2	Charge Assessment	\$0.00	\$0.00	\$336.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,095.54
04/25/2013	04/25/2013	36 2	Fee Waiver	\$0.00	\$0.00	(\$930.87)	\$0.00	\$0.00	\$0.00	\$0.00	\$43,095.54
04/25/2013	04/25/2013	36 2	Fee Waiver	\$0.00	\$0.00	(\$413.72)	\$0.00	\$0.00	\$0.00	\$0.00	\$43,095.54
11/21/2013	11/20/2013	46 2	Charge Assessment	\$0.00	\$0.00	\$860.81	\$0.00	\$0.00	\$0.00	\$0.00	\$43,095.54
01/15/2014	01/11/2014	46 2	Charge Assessment	\$0.00	\$0.00	\$545.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,095.54
12/16/2014	12/15/2014	46 2	Charge Assessment	\$0.00	\$0.00	\$2,536.91	\$0.00	\$0.00	\$0.00	\$0.00	\$43,095.54
01/14/2015	01/11/2015	46 2	Charge Assessment	\$0.00	\$0.00	\$554.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,095.54

Active History

Statement Period: 01/23/2002 - 05/03/2010

STATEMENT SUMMARY

Acct No: [REDACTED]

Name: ALBERT JERRY SANDERS JR

Note Date: 01/23/2002

Original Rate: 7.59000%

Loan Amount: \$46,099.43

Date Prepared: December 03, 2015

EXHIBIT

" 5 "

TRANSACTIONS

Date	Interest Rate	Description	Transaction Amount	Other Charge	Other Paid	Expense Paid	Life Insurance	AH Insurance	Principal Paid	Interest Paid	Principal Balance
01/23/2002	7.59000	Conversion Loan DR	\$46,099.43								\$46,099.43
01/30/2002	7.59000	Int Rate Change	\$600.00								\$0.00
03/08/2002	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$330.33	\$0.00
04/11/2002	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$330.33	\$0.00
05/03/2002	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$12.06	\$318.27	\$0.00
06/06/2002	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$0.88	\$329.45	\$0.00
07/01/2002	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$88.09	\$242.24	\$0.00
08/05/2002	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$330.33	\$0.00
09/05/2002	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$22.34	\$307.99	\$0.00
10/09/2002	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$1.66	\$328.67	\$0.00
11/06/2002	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$59.68	\$270.65	\$0.00
12/04/2002	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$60.01	\$270.32	\$0.00
01/06/2003	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$12.17	\$318.16	\$0.00
02/05/2003	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$41.16	\$289.17	\$0.00
03/03/2003	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$79.94	\$250.39	\$0.00
04/09/2003	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$330.33	\$0.00
05/09/2003	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$16.53	\$313.80	\$0.00
06/05/2003	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$70.85	\$259.48	\$0.00
07/07/2003	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$23.27	\$307.06	\$0.00
08/08/2003	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$23.43	\$306.90	\$0.00
09/09/2003	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$23.58	\$306.75	\$46,075.85
10/10/2003	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$33.31	\$297.02	\$46,042.54
11/12/2003	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$14.38	\$315.95	\$46,028.16
12/17/2003	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$330.33	\$46,028.16
01/07/2004	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$124.85	\$205.48	\$45,903.31
02/06/2004	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$44.75	\$285.58	\$45,858.56
03/08/2004	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$35.52	\$294.81	\$45,823.04
04/08/2004	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$35.75	\$294.58	\$45,787.29
05/10/2004	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$26.48	\$303.85	\$45,760.81
06/09/2004	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$45.64	\$284.69	\$45,715.17
07/08/2004	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$55.40	\$274.93	\$45,659.77
08/09/2004	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$27.34	\$302.99	\$45,632.43
09/07/2004	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$55.90	\$274.43	\$45,576.53
10/07/2004	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$46.78	\$283.55	\$45,529.75
11/09/2004	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$18.75	\$311.58	\$45,511.00
12/09/2004	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$47.19	\$283.14	\$45,463.81
01/11/2005	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$18.92	\$311.41	\$45,444.89
02/14/2005	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$9.03	\$321.30	\$45,435.86
03/14/2005	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$65.78	\$264.55	\$45,370.08
04/07/2005	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$103.91	\$226.42	\$45,266.17
05/10/2005	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$19.70	\$310.63	\$45,246.47
06/10/2005	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$38.66	\$291.67	\$45,207.81
07/08/2005	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$67.11	\$263.22	\$45,140.70
08/09/2005	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$29.96	\$300.37	\$45,110.74
09/08/2005	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$48.91	\$281.42	\$45,061.83
10/11/2005	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$21.11	\$309.22	\$45,040.72
11/10/2005	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$49.35	\$280.98	\$44,991.37
12/16/2005	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$330.33	\$44,991.37
01/13/2006	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$61.90	\$268.43	\$44,929.47
02/09/2006	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$78.07	\$252.26	\$44,851.40

03/14/2006	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$22.55	\$307.78	\$44,828.85
04/11/2006	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$69.32	\$261.01	\$44,759.53
05/08/2006	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$79.03	\$251.30	\$44,680.50
06/08/2006	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$42.30	\$288.03	\$44,638.20
07/11/2006	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$24.02	\$306.31	\$44,614.18
08/08/2006	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$70.57	\$259.76	\$44,543.61
08/09/2006	7.59000	LOG HISTORY PAYOFF									\$0.00
08/09/2006	7.59000	LOG HISTORY PAYOFF									\$0.00
09/14/2006	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$330.33	\$44,543.61
10/11/2006	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$67.85	\$262.48	\$44,475.76
11/07/2006	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$80.62	\$249.71	\$44,395.14
12/07/2006	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$53.38	\$276.95	\$44,341.76
01/08/2007	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$35.27	\$295.06	\$44,306.49
02/06/2007	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$63.14	\$267.19	\$44,243.35
03/09/2007	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$45.13	\$285.20	\$44,198.22
04/10/2007	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$36.22	\$294.11	\$44,162.00
05/14/2007	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$18.10	\$312.23	\$44,143.90
06/11/2007	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$73.31	\$257.02	\$44,070.59
07/10/2007	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$64.56	\$265.77	\$44,006.03
08/13/2007	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$19.21	\$311.12	\$43,986.82
09/14/2007	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$37.63	\$292.70	\$43,949.19
10/11/2007	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$83.58	\$246.75	\$43,865.61
11/13/2007	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$29.31	\$301.02	\$43,836.30
12/10/2007	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$84.21	\$246.12	\$43,752.09
01/17/2008	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$330.33	\$43,752.09
02/13/2008	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$70.39	\$259.94	\$43,681.70
03/12/2008	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$76.69	\$253.84	\$43,605.01
04/28/2008	7.59000	Ltch Assess	\$10.00	\$10.00							\$43,605.01
04/29/2008	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$330.33	\$43,605.01
05/16/2008	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$72.89	\$257.44	\$43,532.12
06/30/2008	7.59000	Ltch Assess	\$10.00	\$10.00							\$43,532.12
06/30/2008	7.59000	Waive Late Charge	\$10.00	\$10.00							\$0.00
07/03/2008	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$330.33	\$43,532.12
07/18/2008	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$91.93	\$238.40	\$43,440.19
08/11/2008	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$114.12	\$216.21	\$43,326.07
09/15/2008	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$15.87	\$314.46	\$43,310.20
10/14/2008	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$69.86	\$260.47	\$43,240.34
11/24/2008	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$330.33	\$43,240.34
12/23/2008	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$32.97	\$297.36	\$43,207.37
01/20/2009	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$78.95	\$251.38	\$43,128.42
03/02/2009	7.59000	Ltch Assess	\$10.00	\$10.00							\$43,128.42
03/18/2009	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$330.33	\$43,128.42
03/31/2009	7.59000	Payment	\$330.33		\$0.00	\$0.00	\$0.00	\$0.00	\$32.88	\$297.45	\$43,095.54
04/16/2009	7.59000	Extension									\$0.00
06/29/2009	7.59000	Ltch Assess	\$10.00	\$10.00							\$43,095.54
07/28/2009	7.59000	Ltch Assess	\$10.00	\$10.00							\$43,095.54
08/28/2009	7.59000	Ltch Assess	\$10.00	\$10.00							\$43,095.54
09/28/2009	7.59000	Ltch Assess	\$10.00	\$10.00							\$43,095.54
10/28/2009	7.59000	Ltch Assess	\$10.00	\$10.00							\$43,095.54
11/30/2009	7.59000	Ltch Assess	\$10.00	\$10.00							\$43,095.54
12/07/2009	7.59000	11 - Place in Bankruptcy									\$43,095.54
01/11/2010	7.59000	INS-REF-NUM									\$0.00

01/11/2010	7.59000	CANCELLATION DATE									\$0.00
01/11/2010	7.59000	PDI DATA CHANGE									\$0.00
01/11/2010	7.59000	EXP BAL									\$0.00
01/11/2010	7.59000	EXP REF NUM									\$0.00
01/11/2010	7.59000	Flood Ins CR	\$517.15						\$517.15		\$43,612.69
01/11/2010	7.59000	Princ CR	\$517.15						\$517.15		\$43,095.54
01/11/2010	7.59000	Exp Debit	\$517.15						\$517.15		\$43,095.54
05/03/2010	7.59000	Place in Bankruptcy Chp 7									\$43,095.54
05/03/2010	7.59000	DEBIT BILL CODE									\$0.00

[Toggle View](#)

[Back](#)

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

Wells Fargo Bank, NA Ultimate Successor to First
Union National Bank,

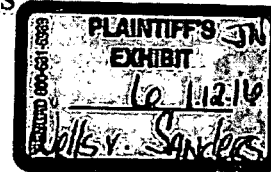
Plaintiff,

v.

Albert J. Sanders a/k/a Albert Jerry Sanders, Jr. a/k/a
Albert J. Sanders; Palmetto/Carolina Funding, LLC and
S.C. State Credit Union,
Defendant(s)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2011-CP-32-00293

AFFIDAVIT OF ATTORNEY'S
FEES AND COSTS



PERSONALLY APPEARED BEFORE ME, the undersigned, attorney for the Plaintiff, who first being duly sworn, deposes and says as follows:

1. I am an attorney for the Plaintiff in the above referenced matter.
2. This case is an action to foreclose a mortgage on real property located in the County listed in the caption above. The subject mortgage specifically provided that the Plaintiff is entitled to the recovery of attorneys' fees and costs associated with the collection of sums due under the promissory Note.
3. I was retained by the Plaintiff to conduct this foreclosure action pursuant to a contractual rate of compensation providing for a flat attorneys' fee in the amount of \$1,050.00 together with an additional \$3,750.00 for the contested issues involved in this action at an hourly rate (25 hours at a rate of \$150.00 per hour) for a total attorney's fee in the amount of \$4,800.00.
4. Under Dedes v. Strickland, 414 S.E.2d. 134 (S.C. 1992), the Supreme Court of South Carolina has set forth the factors to be considered in an award of attorney's fees in real property actions. These factors include nature, extent, and difficulty of the legal services rendered, the time and labor necessarily devoted to the case, the professional standing of counsel, the contingency of compensation, the customary fees charges in the locality for similar services and the beneficial result obtained. These factors, as applied in this case, are as follows:
 - a. Nature, Extent and Difficulty of the Legal Services Rendered. As stated earlier, this is an action to foreclose a mortgage on real property. The case involved complex issues of real property law. A hearing was held by the Master, who requires an order to be prepared by Plaintiff's counsel. Accordingly, the factual and legal issues presented were complex and detailed in nature, the extent of the work performed was necessary to adequately prepare and try these matters, and the matters decided were of legal and factual difficulty.
 - b. Time and Labor Necessarily Devoted to the Case. As stated above, this case involved difficult issues of both legal and factual natures. Approximately 12-15 hours were devoted to the case by my firm. Accordingly, the time and labor devoted to this case were necessary to properly prepare and try this case.
 - c. Professional Standing of Counsel. The attorneys representing the Plaintiff in this case are licensed members of the Bar of the State of South Carolina. Collectively, they have several years experience in practice in South Carolina and in other states. The practice of Plaintiff's attorneys consists of foreclosure cases, collection cases, real property closing transactions, real property litigation, land title questions and other land related litigation. More specifically, Plaintiff's attorneys have collectively been involved in thousands of

EXHIBIT

" 6 "

mortgage foreclosure cases. Accordingly, I submit that Plaintiff's attorneys have high professional standing in general and in this area of practices.

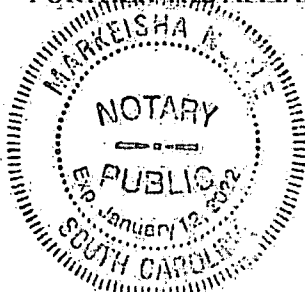
- d. Contingency of Compensation. As recited above, compensation in this case is based on a flat-fee rate of \$1,050.00 together with \$3,750.00 in attorneys fees for the contested issues involved in this action at an hourly rate (25 hours at \$150 per hour).
- e. Customary Fee Charged on the Locality for Similar Services. I am aware from discussions with clients, other attorneys in the Foreclosure Bar in the Midlands region of South Carolina, and from my general familiarity with the legal profession that the fees charged for services similar to those in this case are from \$850 to \$4,000 per case. As stated earlier, my flat-fee rate is within this range in this case. Accordingly, this rate is the fee customarily charged in this locality for similar services.
- f. Beneficial Results Obtained. This attorney obtained beneficial results for the Plaintiff in this action by securing a Judgment enforcing Plaintiff's mortgage rights with regard to the subject real property. Accordingly, it is submitted that beneficial results were obtained by this firm on the Plaintiff's behalf.

5. After due consideration of the nature, extent and difficulty of the legal services rendered, the time and labor necessarily devoted to the case, the professional standing of counsel, the contingency of compensation, the customary fee charged in the locality for similar services, and the beneficial result obtained, I respectfully submit that an award of attorney's fees to the full extent set forth in this Affidavit is appropriate; therefore, Plaintiffs are entitled to recover \$4,800.00 in attorney's fees.

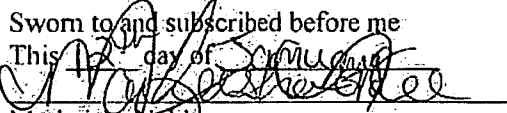
6. The costs in this matter are set forth as follows:

1. Title Search	\$200.00
2. Complaint	\$160.00
3. Service	\$325.00
4. Order of Reference Fee	\$150.00
5. Court Reporter Fees	\$100.00
6. Motion Fees	\$50.00

FURTHER, THE AFFIANT SAYETH NOT.




Chad W. Burgess, SC Bar No. 072520
Sarah O. Leonard, SC Bar No. 080165
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 844-856-6646 Fax 866-676-7658
Attorney for the Plaintiff

Sworn to and subscribed before me
This 12 day of December

Markeisha Noble
Notary Public for the State of South Carolina
Commission Expires: 1/12/2022

EXHIBIT

" 6 "

B1 (Official Form 1) (12/07)

United States Bankruptcy Court COLUMBIA DISTRICT OF SOUTH CAROLINA		
Name of Debtor (if individual, enter Last, First, Middle): <u>ALBERT J. SANDER, JR.</u>	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):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):	
Last four digits of Social Security/Complete EIN or other Tax-I.D. No. (if more than one, state all): <u>6820</u>	Last four digits of Social Security/Complete EIN or other Tax-I.D. No. (if more than one, state all):	
Street Address of Debtor (No. and Street, City, and State): <u>131 E. CHATEAU DRIVE</u> <u>WEST COLUMBIA, SC 29170</u>	Street Address of Joint Debtor (No. and Street, City, and State):	
County of Residence or of the Principal Place of Business: <u>LEXINGTON</u>	County of Residence or of the Principal Place of Business:	
Mailing Address of Debtor (if different from street address):	Mailing Address of Joint Debtor (if different from street address):	
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) See Exhibit D on page 2 of this form. ☐ 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 \$2,190,000. 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.		THIS SPACE IS FOR COURT USE ONLY 2009 DEC -4 PM 12:58 U.S. BANKRUPTCY COURT DISTRICT OF SOUTH CAROLINA
Estimated Number of Creditors ☐ 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		
Estimated Assets ☐ \$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		
Estimated Liabilities ☐ \$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		

BI (Official Form 1) (12/07)

Voluntary Petition (This page must be completed and filed in every case.)		Name of Debtor(s):	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)			
Location Where Filed:	N/A	Case Number:	Date Filed:
Location Where Filed:	N/A	Case Number:	Date Filed:
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)			
Name of Debtor:	N/A	Case Number:	Date Filed:
District:	N/A	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.) N/A		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 have delivered to the debtor the notice required by 11 U.S.C. § 342(b). X N/A Signature of Attorney for Debtor(s) (Date)	
☐ Exhibit A is attached and made a part of this petition.			
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.) N/A (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 with 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)).			

B1 (Official Form) 1 (12/07)		Page 3
Voluntary Petition (This page must be completed and filed in every case.)		Name of Debtor(s):
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>Albert J. Sanders, Jr.</u> Signature of Debtor X _____ Signature of Joint Debtor Telephone Number (if not represented by attorney) <u>803-765-0434</u> Date <u>12/03/09</u> Signature of Attorney* X _____ Signature of Attorney for Debtor(s) Printed Name of Attorney for Debtor(s) _____ Firm Name _____ Address <u>N/A</u> Telephone Number _____ 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 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 <u>N/A</u> (Signature of Foreign Representative) _____ (Printed Name of Foreign Representative) _____ Date	
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 the 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	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. <u>ALBERT J. SANDERS, JR.</u> 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.) <u>131 E. CHATEAU DRIVE</u> Address <u>WEST COLUMBIA SC 29170</u> X <u>Albert J. Sanders, Jr.</u> <u>12/03/09</u> 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.	

Official Form 1, Exhibit D (10/06)

UNITED STATES BANKRUPTCY COURT

Columbia District of South Carolina

In re ALBERT J. SANDERS, JR.
Debtor(s)

Case No. _____
(if known)

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 15 days after your bankruptcy case is filed.*

Official Form 1, Exh. D (10/06) – Cont.

☐ 3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the five 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. *[Must be accompanied by a motion for determination by the court.]* *[Summarize exigent circumstances here.]* _____

If the court is satisfied with the reasons stated in your motion, it will send you an order approving your request. You must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy case and promptly file a certificate from the agency that provided the briefing, together with a copy of any debt management plan developed through the agency. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. A motion for extension must be filed within the 30-day period. Failure to fulfill these requirements may result in dismissal of your case. If the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing, your case may be dismissed.

☐ 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: _____

Date: 12/03/09

B4 (Official Form 4) (12/07)

United States Bankruptcy Court

COLUMBIA District Of SOUTH CAROLINA

In re ALBERT J. SANDERS, JR.
Debtor

Case No. _____

Chapter 11

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, 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).

(1)	(2)	(3)	(4)	(5)
Name of creditor and complete mailing address, including zip code	Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.)	Indicate if claim is contingent, unliquidated, disputed or subject to setoff	Amount of claim (if secured also state value of security)

SEE ATTACHED SHEETS

Date: 12/03/09

Albert J. Sanders, Jr.
Debtor

[Declaration as in Form 2]

20 LARGEST UNSECURED CLAIMS FOR JERRY SANDERS, JR.

ALL THE FOLLOWING ARE ABANDON CLAIMS:

BANK LOAN		
BANK OF AMERICA	AKA	ALLIED INTERSTATE, INC
BUSINESS CARD		P.O. BOX 361774
P.O. BOX 15710		COLUMBUS, OH 43236
WILMINGTON, DE 19886-5710		1-866-383-5074
1-866-729-9144		4036475000962617 AKA A55593807/P46667350
4036475000962617		\$ 11,927.79
\$ 13,594.72		

BANK LOAN		
AMERICAN EXPRESS	AKA	NATIONWIDE CREDIT, INC
P.O. BOX 650448		P.O. BOX 740640
DALLAS, TX 75265-0448		ATLANTA, GA 30374-0640
1-877-571-4333		1-866-479-7925
372289115101007		372289115101007
\$ 24,715.47		\$ 24,715.47

TRADE DEBT		
BP	AKA	PENTAGROUP FINANCIAL, LLC
P.O. BOX 70887		P.O. BOX 742209
CHARLOTTE, NC 28272-0887		HOUSTON, TX 77274-2209
1-800-299-5766		1-866-817-1250
5911001476		708231
\$ 4,007.75		\$ 4,007.75

TRADE DEBT		
LOWES	AKA	PROFESSIONAL BUREAU COLLECTIONS
P.O. BOX 530970		OF MARYLAND, INC
ATLANTA, GA 30353-0970		P.O. BOX 4157
1-800-444-1408		GREENWOOD VILLAGE, CO 80155-4157
82131419000034		1-800-270-9685
\$ 41,387.43		82131419000034
		\$ 43,698.49

BANK LOAN
STATE CREDIT UNION
P.O. BOX 726
COLUMBIA, SC 29202
1-800-868-8740
54873098
\$ 7,473.61

BANK LOAN		
BANK OF AMERICA	AKA	CREDITORS FINANCIAL GROUP, LLC
BUSINESS CARD		3131 SOUTH VAUGHN WAY STE 110
P.O. BOX 15710		AURORA, CO 80014
WILMINGTON, DE 19886-5710		1-877-298-2251
1-866-729-9068		4170080114768425
4170080114768425		\$ 11,096.23
\$ 12,095.66		

BANK LOAN
BANK OF AMERICA
P.O. BOX 15102
WILMINGTON, DE 19886-5102
1-800-892-8349
74923014081735
\$ 56,361.01

TRADE DEBT
SHELL FLEET AKA
P.O. BOX 183019
COLUMBUS, OH 43218-3019
1-888-304-5075
659280606
\$ 805.00

CAPITAL MANAGEMENT SERVICES, LP
726 EXCHANGE STREET
SUITE 700
BUFFALO, NY 14210
1-877-219-6609
7575659280606
\$ 839.32

BANK LOAN
BANK OF AMERICA
BUSINESS CARD
P.O. BOX 15710
1-866-729-9144
4170080114768425
\$12,291.67

BANK LOAN
FIRST EQUITY CARD CORP AKA
P.O. BOX 23029
COLUMBUS, GA 31902-3029
1-866-156-7870
4988820005093272
\$ 10,111.15

SMITH DEBNAM
ATTORNEYS AT LAW
P.O. BOX 26268
RALEIGH, NC 27611-6268
1-888-704-0884
RS903157 AKA 4988820005093272
\$ 10,485.68

BANK LOAN
WELLS FARGO AKA
PAYMENT REMITTANCE CENTER
P.O. BOX 6426
CARP; STREA, O; 60197-6426
1-888-843-9531
5474648800329403
\$ 26,646.24

PRIMARY FINANCIAL SERVICES
3115 NORTH 3RD AVENUE SUITE 112
PHONIX, ARIZONA 85013
1-800-661-0086
5474648800329403
\$ 26,646.24

BANK LOAN
BB&T
P.O. BOX 200
WILSON, NC 27894-0200
1-800-226-5228
0005620023207
\$ 7,582.94

BANK LOAN		
CHASE	AKA	NORTHSTAR LOCATION SERVICES, LLC
CARDMEMBER SERVICE		ATTENTION: FINANCIAL SERVICES DEPTMENT
P.O. BOX 15153		4285 GENESEE ST
WILMINGTON, DE 19886-5153		CHEEKTOWAGA, NY 14225-1943
1-888-792-7547		1-866-677-2587
(VISA) 4325365100101911		(VISA) 4325365100101911
\$ 11,004.91		\$ 11,004.91

BANK LOAN		
BB&T FINANCIAL, FSB	AKA	SMITH DEBNAM ATTORNEYS AT LAW
P.O. BOX 580-435		P.O. BOX 26268
CHARLOTTE, NC 28258-0435		RALEIGH, NC 27611-6268
1-800-289-6385		1-888-704-0884
(VISA) 4856715000203257		(VISA) 4856715000203257
\$ 11,958.55		\$ 11,958.55

BANK LOAN		
CHASE	AKA	FREDERICK J. HANNA & ASSOCIATES, P.C.
CARDMEMBER SERVICE		1427 ROSWELL ROAD
P.O. BOX 15153		MARIETTA, GA 30062
WILMINGTON, DE 19886-5153		1-866-306-8250
1-888-792-7547		4266841075954451
4266841075954451		\$ 7,084.99
\$ 7,084.99		

BANK LOAN
BANK OF AMERICA
P.O. BOX 15726
WILMINGTON, DE 19886-5726
1-800-789-6685
4264280792160559
\$ 13,383.22

BANK LOAN		
CHASE	AKA	CREDITORS FINANCIAL GROUP, LLC
CARDMEMBER SERVICE		P.O. BOX 440290
P.O. BOX 15153		AURORA, CO 80044-0290
WILMINGTON, DE 19886-5153		1-303-369-2345
1-800-603-8987		(VISA) 4104140006100227
(VISA) 4104140006100227		\$ 11,095.35
\$ 11,095.35		

BANK LOAN
BANK OF AMERICA
P.O. BOX 15726
WILMINGTON, NC 19886-5726
1-800-626-2556
5329057850493134
\$ 6,426.91

BANK LOAN
BANK OF AMERICA AKA
BUSINESS CARD
P.O. BOX 15710
WILMINGTON, DE 19886-5710
1-866-729-9144
4339930006754644
\$ 10,188.51

ALLIED INTERSTATE, INC.
P.O. BOX 361774
COLUMBUS, OH 43236
1-866-383-5074
4339930006754644 AKA A55594134/P46683022
\$ 8,730.69

BANK LOAN
CAPITAL ONE BANK AKA
P.O. BOX 71083
CHARLOTTE, NC 28272-1083
1-800-867-0904
(VISA) 4115072528600391
\$ 8,134.31

FIRSTSOURCE ADVANTAGE, LLC
P.O. BOX 628
BUFFALO, NY 14240-0628
1-866-276-8306
(VISA) 4115072528600391
\$ 8,134.31

BANK LOAN
ADVANTA BUSINESS CARDS
P.O. BOX 8088
PHILADELPHIA, PA 19101
1-866-677-9392
XXXXXXXXXXXX6210
\$ 9,029.79

B19 (Official Form 19) (12/07)

United States Bankruptcy Court
COLUMBIA District Of SOUTH CAROLINA

In re ALBERT J. SANDERS, JR.
Debtor

Case No. _____

Chapter 11

**DECLARATION AND SIGNATURE OF NON-ATTORNEY
BANKRUPTCY PETITION PREPARER (See 11 U.S.C. § 110)**

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 the accompanying document(s) listed below for compensation and have provided the debtor with a copy of the document(s) and the attached notice as required by 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 by that section.

Accompanying documents:

Printed or Typed Name and Title, if any, of
Bankruptcy Petition Preparer:

Social-Security No. of Bankruptcy Petition
Preparer (Required by 11 U.S.C. § 110):

If the bankruptcy petition preparer is not an individual, state the name, title (if any), address, and social-security number of the officer, principal, responsible person, or partner who signs this document.

131 E. CHATEAU DRIVE
WEST COLUMBIA SC 29170
Address

X [Signature] Date 12/03/09
Signature of Bankruptcy Petition Preparer

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 signed 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.

B19 (Official Form 19) (12/07) - Cont.

2

NOTICE TO DEBTOR BY NON-ATTORNEY BANKRUPTCY PETITION PREPARER

[Must be filed with any document(s) prepared by a bankruptcy petition preparer.]

I am a bankruptcy petition preparer. I am not an attorney and may not practice law or give legal advice. Before preparing any document for filing as defined in § 110(a)(2) of the Bankruptcy Code or accepting any fees, I am required by law to provide you with this notice concerning bankruptcy petition preparers. Under the law, § 110 of the Bankruptcy Code (11 U.S.C. § 110), I am forbidden to offer you any legal advice, including advice about any of the following:

- whether to file a petition under the Bankruptcy Code (11 U.S.C. § 101 et seq.);
- whether commencing a case under chapter 7, 11, 12, or 13 is appropriate;
- whether your debts will be eliminated or discharged in a case under the Bankruptcy Code;
- whether you will be able to retain your home, car, or other property after commencing a case under the Bankruptcy Code;
- the tax consequences of a case brought under the Bankruptcy Code;
- the dischargeability of tax claims;
- whether you may or should promise to repay debts to a creditor or enter into a reaffirmation agreement with a creditor to reaffirm a debt;
- how to characterize the nature of your interests in property or your debts; or
- bankruptcy procedures and rights.

[The notice may provide additional examples of legal advice that a bankruptcy petition preparer is not authorized to give.]

In addition, under 11 U.S.C. § 110(h), the Supreme Court or the Judicial Conference of the United States may promulgate rules or guidelines setting a maximum allowable fee chargeable by a bankruptcy petition preparer. As required by law, I have notified you of this maximum allowable fee, if any, before preparing any document for filing or accepting any fee from you.

Signature of Debtor

Date

Joint Debtor (if any)

Date

[In a joint case, both spouses must sign.]

Form B1, Exh.A (9/97)

Exhibit "A"

[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 of the Bankruptcy Code, this Exhibit "A" shall be completed and attached to the petition.]

N/A
[Caption as in Form 16B]

Exhibit "A" to Voluntary Petition

1. If any of the debtor's securities are registered under Section 12 of the Securities Exchange Act of 1934, the SEC file number is _____.

2. The following financial data is the latest available information and refers to the debtor's condition on _____.

a. Total assets \$ _____

b. Total debts (including debts listed in 2.c., below) \$ _____

Approximate
number of
holders

c. Debt securities held by more than 500 holders.

secured / /	unsecured / /	subordinated / /	\$	
secured / /	unsecured / /	subordinated / /	\$	
secured / /	unsecured / /	subordinated / /	\$	
secured / /	unsecured / /	subordinated / /	\$	
secured / /	unsecured / /	subordinated / /	\$	

d. Number of shares of preferred stock _____

e. Number of shares common stock _____

Comments, if any: _____

3. Brief description of debtor's business: _____

4. List the names of any person who directly or indirectly owns, controls, or holds, with power to vote, 5% or more of the voting securities of debtor: _____

Form B1, Exhibit C
(9/01)

Exhibit "C"

[If, to the best of the debtor's knowledge, the debtor owns or has possession of property that poses or is alleged to pose a threat of imminent and identifiable harm to the public health or safety, attach this Exhibit "C" to the petition.]

[Caption as in Form 16B]

Exhibit "C" to Voluntary Petition

1. Identify and briefly describe all real or personal property owned by or in possession of the debtor that, to the best of the debtor's knowledge, poses or is alleged to pose a threat of imminent and identifiable harm to the public health or safety (attach additional sheets if necessary):

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

N/A

2. With respect to each parcel of real property or item of personal property identified in question 1, describe the nature and location of the dangerous condition, whether environmental or otherwise, that poses or is alleged to pose a threat of imminent and identifiable harm to the public health or safety (attach additional sheets if necessary):

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

N/A

CREDITORS NAME	PROPERTY ADDRESS	LOAN NUMBER	LOAN BALANCE
WACHAVIA P.O. BOX 50010 ROANOKE VA 24002 1-800-347-1131	131 E. CHATEAU WEST COLUMBIA SC 29170	00004150021-2575	\$80,000
BB&T P.O. BOX 580048 CHARLOTTE NC 28258 1-800-222-1913	139 E. CHATEAU WEST COLUMBIA SC 29170	9021414228-6001	\$17,869
WACHOVIA P.O. BOX 530554 ATLANTA GA 30353 1-800-829-2474	139 E. CHATEAU WEST COLUMBIA SC 29170	00004130021-4933	\$80,000
CAROLINA FIRST P.O. BOX 100201 COLUMBIA SC 29202 1-800-476-6400	3308 PRINCETON ROAD GASTON SC 29053	512073-4557	\$23,757
CAROLINA FIRST P.O. BOX 100201 COLUMBIA SC 29202 1-800-476-6400	144 COTTAGE ROAD WEST COLUMBIA SC 29172	510001-4485	\$10,069
CAROLINA FIRST P.O. BOX 100201 COLUMBIA SC 29202 1-800-476-6400	146 COTTAGE ROAD WEST COLUMBIA SC 29172	510001-6283	\$10,069

WACHOVIA 212 ADKINS CIRCLE 00004180021-2565 \$45,000
P.O. BOX 530554 WEST COLUMBIA SC 29172
ATLANTA GA 30353
1-800-829-2474

WACHOVIA 212 ADKINS CIRCLE 4386-5404-1016-6830 \$25,310
P.O. BOX 96074 WEST COLUMBIA SC 29172
CHARLOTTE NC 28296
1-800-249-3869

INDYMAC 228 ADKINS CIRCLE 101042-2432 \$85,000
P.O. BOX 2971 WEST COLUMBIA SC 29172
PHOENIX, AZ 85062
1-877-908-4357

WACHOVIA 343 MILL STREET 00004130021-1574 \$17,000
P.O. BOX 530554 BATESBURG SC 29006
ATLANTA GA 30353
1-800-829-2474

BB&T 2280 CALKS FERRY ROAD 9521511300-00003 \$60,457
P.O. BOX 580050
CHARLOTTE NC 28258
1-800-222-1913

BB&T 100 CRESTLINE DRIVE 2680046681-6001 \$19,347
P.O. BOX 580050 WEST COLUMBIA SC 29170
CHARLOTTE NC 28258
1-800-222-1913

WACHOVIA 100 CRESLINE DRIVE \$70,000
P.O. BOX 530554 WEST COLUMBIA SC 29170 00004160021-2576
ATLANTA GA 30353
1-800-829-2474

SCB&T 205 PINERIDGE DRIVE 1143-4206 \$68,826
P.O. BOX 100115 WEST COLUMBIA SC 29170
COLUMBIA SC 29202

1-800-277-2175

SCB&T	205 PINERIDGE DRIVE	1216-4323	\$4,727
P.O. BOX 10115	WEST COLUMBIA SC 29170		
COLUMBIA SC 29202			
1-800-277-2175			

CAROLINA FIRST	TINA DRIVE AND DUNBAR	510001-6381	\$12,563
P.O. BOX 100201	153 TINA DRIVE		
COLUMBIA SC 29202	WEST COLUMBIA SC		
1-800-476-6400			

BB&T	TINA DRIVE LOTS 125 & 127	8660058061-9005	\$16,627
P.O. BOX 580048	WEST COLUMBIA SC		
CHARLOTTE NC 28258			
1-888-562-6228			

CAROLINA FIRST	145 TINA DRIVE	510002-1686	\$12,066
P.O. BOX 100201	WEST COLUMBIA SC		
COLUMBIA SC 29202			
1-800-476-6400			

FIRST PALMETTO	BLANTON STREET	75-082198-3	\$22,000
P.O. BOX 430	PELION SC		
CAMDEN SC 29020			
1-803-432-1416			

BB&T	131 E CHATEAU	9021116510-6001	\$13,060
P.O. BOX 580048	WEST COLA SC 29170		
CHARLOTTE NC 28258			
1-888-562-6228			

CREDITORS

CREDIT CARDS FOR ALBERT JERRY SANDERS JR.

CHASE	AKA	NORTHSTAR LOCATION SERVICES,LLC
CARDMEMBER SERVICE		ATTENTION: FINANCIAL SERVICES DEPTMENT
P.O. BOX 15153		4285 GENESEE ST
WILMINGTON, DE 19886-5153		CHEEKTOWAGA, NY 14225-1943
1-888-792-7547		1-866-677-2587
(VISA) 4325365100101911		(VISA) 4325365100101911
\$ 11,004.91		\$ 11,004.91

BB&T FINANCIAL, FSB	AKA	SMITH DEBNAM ATTORNEYS AT LAW
P.O. BOX 580-435		P.O. BOX 26268
CHARLOTTE, NC 28258-0435		RALEIGH, NC 27611-6268
1-800-289-6385		1-888-704-0884
(VISA) 4856715000203257		(VISA) 4856715000203257
\$ 11,958.55		\$ 11,958.55

CHASE	AKA	FREDERICK J. HANNA & ASSOCIATES, P.C.
CARDMEMBER SERVICE		1427 ROSWELL ROAD
P.O. BOX 15153		MARIETTA, GA 30062
WILMINGTON, DE 19886-5153		1-866-306-8250
1-888-792-7547		4266841075954451
4266841075954451		\$ 7,084.99
\$ 7,084.99		

BANK OF AMERICA
P.O. BOX 15726
WILMINGTON, DE 19886-5726
1-800-789-6685
4264280792160559
\$ 13,383.22

CHASE	AKA	CREDITORS FINANCIAL GROUP, LLC
CARDMEMBER SERVICE		P.O. BOX 440290
P.O. BOX 15153		AURORA, CO 80044-0290
WILMINGTON, DE 19886-5153		1-303-369-2345
1-800-603-8987		(VISA) 4104140006100227
(VISA) 4104140006100227		\$ 11,095.35
\$ 11,095.35		

BANK OF AMERICA
P.O. BOX 15726
WILMINGTON, NC 19886-5726
1-800-626-2556
5329057850493134
\$ 6,426.91

STATE CREDIT UNION
VISA
P.O. BOX 96099
CHARLOTTE, NC 28296-0099
1-800-654-7728
4820023180077390
\$ 6,280.11

CREDITORS

CREDIT CARDS FOR AJS PROPERTIES, LLC AKA ALBERT JERRY SANDERS, JR.

BANK OF AMERICA AKA
BUSINESS CARD
P.O. BOX 15710
WILMINGTON, DE 19886-5710
1-866-729-9144
4339930006754644
\$ 10,188.51

ALLIED INTERSTATE, INC.
P.O. BOX 361774
COLUMBUS, OH 43236
1-866-383-5074
4339930006754644 AKA A55594134/P46683022
\$ 8,730.69

CAPITAL ONE BANK AKA
P.O. BOX 71083
CHARLOTTE, NC 28272-1083
1-800-867-0904
(VISA) 4115072528600391
\$ 8,134.31

FIRSTSOURCE ADVANTAGE, LLC
P.O. BOX 628
BUFFALO, NY 14240-0628
1-866-276-8306
(VISA) 4115072528600391
\$ 8,134.31

ADVANTA BUSINESS CARDS
P.O. BOX 8088
PHILADELPHIA, PA 19101
1-866-677-9392
XXXXXXXXXXXX6210
\$ 9,029.79

UNSECURED CREDITORS

AMCOL SYSTEMS INC. P.O. BOX 21625 COLUMBIA, SC 29221 1-800-849-8500 2636699 \$ 553.00	AKA	LEXINGTON MEDICAL CENTER

ATLANTA LAW GROUP, P.C. P.O. BOX 468569 ATLANTA, GA 31146 1-888-888-8941 50913038 \$ 248.95	AKA	AT&T

THREE FOUNTAINS ACE HARDWARE
2930 EMANUEL CHURCH ROAD
WEST COLUMBIA, SC 29170
1-803-957-4991
4024
\$ 56.95

LAMONT, HANLEY & ASSOCIATES, INC.
THE HARTFORD
P.O. BOX 179
MANCHESTER, NH 03105
1-800-639-2204
T88652
REFERENCE 022PH93369720080504
\$ 303.21

PASCON, LLC
2111 TWO NOTCH ROAD
LEXINGTON, SC 29072
1-803-359-0628
0000770
\$ 582.18

OSWALD LUMBER, INC
P.O. BOX 3129
BATESBURG LEESVILLE, SC 29070-1129
1-800-489-1403
AJS100-CON
\$ 3,661.36

MAGIC TOUCH ENTERPRISES
836 SOX STREET
WEST COLUMBIA, SC 29169
1-803-791-8516
\$ 319.31

STATE CREDIT UNION
LINE OF CREDIT
P.O. BOX 726
COLUMBIA, SC 29202
1-800-868-8740
54873098
\$ 7,473.61

BB&T
CONSTANT CREDIT
P.O. BOX 200
WILSON, NC 27894-0200
1-800-226-5228
0005620023207
\$ 7,582.94

CREDIT CARDS FOR VENDING PLUS AKA ALBERT JERRY SANDERS, JR.

**BANK OF AMERICA
BUSINESS CARD
P.O. BOX 15710
WILMINGTON, DE 19886-5710
1-866-729-9144
4036475000962617
\$ 13,594.72**

AKA

**ALLIED INTERSTATE, INC
P.O. BOX 361774
COLUMBUS, OH 43236
1-866-383-5074
4036475000962617 AKA A55593807/P46667350
\$ 11,927.79**

**AMERICAN EXPRESS
P.O. BOX 650448
DALLAS, TX 75265-0448
1-877-571-4333
372289115101007
\$ 24,715.47**

AKA

**NATIONWIDE CREDIT, INC
P.O. BOX 740640
ATLANTA, GA 30374-0640
1-866-479-7925
372289115101007
\$ 24,715.47**

**BP
P.O. BOX 70887
CHARLOTTE, NC 28272-0887
1-800-299-5766
5911001476
\$ 4,007.75**

AKA

**PENTAGROUP FINANCIAL, LLC
P.O. BOX 742209
HOUSTON, TX 77274-2209
1-866-817-1250
708231
\$ 4,007.75**

**LOWES
P.O. BOX 530970
ATLANTA, GA 30353-0970
1-800-444-1408
82131419000034
\$ 41,387.43**

AKA

**PROFESSIONAL BUREAU COLLECTIONS
OF MARYLAND, INC
P.O. BOX 4157
GREENWOOD VILLAGE, CO 80155-4157
1-800-270-9685
82131419000034
\$ 43,698.49**

**AMERICAN EXPRESS
P.O. BOX 650448
DALLAS, TX 75265-0448
1-800-472-9297
373276319184003
\$ 1,906.03**

**BANK OF AMERICA
BUSINESS CARD
P.O. BOX 15710
WILMINGTON, DE 19886-5710
1-866-729-9068
4170080114768425
\$ 12,095.66**

AKA

**CREDITORS FINANCIAL GROUP, LLC
3131 SOUTH VAUGHN WAY STE 110
AURORA, CO 80014
1-877-298-2251
4170080114768425
\$ 11,096.23**

**BANK OF AMERICA
P.O. BOX 15102
WILMINGTON, DE 19886-5102
1-800-892-8349
74923014081735
\$ 56,361.01**

SHELL FLEET
P.O. BOX 183019
COLUMBUS, OH 43218-3019
1-888-304-5075
659280606
\$ 805.00

AKA

CAPITAL MANAGEMENT SERVICES, LP
726 EXCHANGE STREET
SUITE 700
BUFFALO, NY 14210
1-877-219-6609
7575659280606
\$ 839.32

BANK OF AMERICA
BUSINESS CARD
P.O. BOX 15710
1-866-729-9144
4170080114768425
\$12,291.67

FIRST EQUITY CARD CORP AKA
P.O. BOX 23029
COLUMBUS, GA 31902-3029
1-866-156-7870
4988820005093272
\$ 10,111.15

SMITH DEBNAM
ATTORNEYS AT LAW
P.O. BOX 26268
RALEIGH, NC 27611-6268
1-888-704-0884
RS903157 AKA 4988820005093272
\$ 10,485.68

WELLS FARGO AKA
PAYMENT REMITTANCE CENTER
P.O. BOX 6426
CARP; STREA, O; 60197-6426
1-888-843-9531
5474648800329403
\$ 26,646.24

PRIMARY FINANCIAL SERVICES
3115 NORTH 3RD AVENUE SUITE 112
PHONIX, ARIZONA 85013
1-800-661-0086
5474648800329403
\$ 26,646.24

FILED

Form 6 - Statistical Summary (12/07)

2009 DEC 18 PM 3:50

United States Bankruptcy Court

U.S. BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

In re ALBERT J. SANDERS JR.
Debtor

Case No. 09-9094

Chapter _____

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.

COPY



Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	\$ 0
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	\$ 0
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	\$ 0
Student Loan Obligations (from Schedule F)	\$ 0
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	\$ 0
Obligations to Pension or Profit-Sharing, and Other-Similar Obligations (from Schedule F)	\$ 0
TOTAL	\$ 0

State the following:

Average Income (from Schedule I, Line 16)	\$ 7,300.00
Average Expenses (from Schedule J, Line 18)	\$ 10,241.00
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	\$

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		\$ 1,162,281.00
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	\$ N/A	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column	\$ N/A	
4. Total from Schedule F		\$ 431,500.81
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		\$ 1,593,781.81

FILED

B6 Summary (Official Form 6 - Summary) (12/07)

2009 DEC 18 PM 3:51

United States Bankruptcy Court U.S. BANKRUPTCY COURT
District Of DISTRICT OF SOUTH CAROLINA

In re: ALBERT T. SANDERS, JR.
Debtor

Case No. _____

Chapter 11

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 also must 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	\$ 1,017,490		
B - Personal Property	YES	3	\$ 4,350.00		
C - Property Claimed as Exempt	N/A				
D - Creditors Holding Secured Claims	YES	7		\$ 1,162,287.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	N/A			\$	
F - Creditors Holding Unsecured Nonpriority Claims	YES	6		\$ 431,500.81	
G - Executory Contracts and Unexpired Leases	N/A				
H - Codebtors	YES	1			
I - Current Income of Individual Debtor(s)	YES	1			\$ 7,308.00
J - Current Expenditures of Individual Debtors(s)	YES	1			\$ 10,241.00
TOTAL		21	\$ 1,021,840	\$ 1,593,787.81	

LOCATION	NATURE	DEBTOR	SECURED	VALUE
139 E CHATEAU DRIVE 131 E CHATEAU DRIVE WEST COLUMBIA SC 29170	PERSONAL HOME	JOINT	\$ 190,930	\$ 161,450
135 E CHATEAU DRIVE WEST COLUMBIA SC 29170	FAMILY	SINGLE	\$ 105,295	\$ 87,500
100 CRESTLINE DRIVE WEST COLUMBIA SC 29170	FAMILY	JOINT	\$ 113,104	\$ 69,340
3308 PRINCETON ROAD GASTON SC 29053	LAND	SINGLE	\$ 23,757	\$ 16,320
TINA DRIVE WEST COLUMBIA SC 29172	RENTAL	SINGLE	\$ 42,050	\$ 42,080
144 COTTAGE ROAD WEST COLUMBIA SC 29172	LAND	SINGLE	\$ 10,069	\$ 5,000
146 COTTAGE ROAD WEST COLUMBIA SC	LAND	SINGLE	\$ 10,069	\$ 5,000
207 ADKINS CIRCLE WEST COLUMBIA SC 29172	FAMILY	SINGLE	\$ 45,000	\$ 59,210
212 ADKINS CIRCLE WEST COLUMBIA SC 29172	FAMILY	SINGLE	\$ 65,310	\$ 42,390
228 ADKINS CIRCLE WEST COLUMBIA SC 29172	IN FORCLOSURE		\$ 85,000	\$ 68,050
205 PINERIDGE DRIVE WEST COLUMBIA SC 29172	RENTAL	SINGLE	\$ 73,553	\$ 45,290
343 MILL STREET BATESBURG SC 29070	RENTAL	SINGLE	\$ 17,000	\$ 21,010
BLANTON STREET PELION SC	RENTAL	SINGLE	\$ 22,000	\$ 21,360
450 E COLUMBIA AVE LEESVILLE SC 29070	IN FORCLOSURE		\$ 230,000	\$ 96,000
117 MAXI ROAD LEXINGTON SC 29072	IN FORCLOSURE		\$ 720,000	\$ 326,000
1114 COURTNEY DRIVE WEST COLUMBIA SC	RENTAL	SINGLE	\$ 99,030	\$ 63,960

2280 CAULKS FERRY ROAD
LEXINGTON SC 29073

RENTAL

SINGLE \$ 61,000 \$ 25,700

TOTAL VALUE OF DEBTORS INTEREST \$ 1,017,490.00

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

In re ALBERT J. SANDERS, JR
Debtor

Case No. 09-9094
(If known)

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 the 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	NONE	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.		\$300.00 JERRY SANDERS		\$300.00
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.	✓			
3. Security deposits with public utilities, telephone companies, landlords, and others.	✓			
4. Household goods and furnishings, including audio, video, and computer equipment.		FURNITURE 131 E CHATEAU DR. W. COKE SC		\$1,000.00
5. Books; pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles.	✓			
6. Wearing apparel.		CLOTHING 131 E CHATEAU DR. W. COKE SC		\$300.00
7. Furs and jewelry.	✓			
8. Firearms and sports, photographic, and other hobby equipment.	✓			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	✓			
10. Annuities. Itemize and name each issuer.	✓			
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).)	✓			

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

In re ALBERT J. SANDERS, JR.
Debtor

Case No. _____
(If known)

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, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	✓			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	✓			
14. Interests in partnerships or joint ventures. Itemize.	✓			
15. Government and corporate bonds and other negotiable and non-negotiable instruments.	✓			
16. Accounts receivable.	✓			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	✓			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	✓			
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.	✓			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	✓			
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.	✓			

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

In re ALBERT J. SANDERS, JR.
Debtor

Case No. _____
(If known)

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, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
22. Patents, copyrights, and other intellectual property. Give particulars.	✓			
23. Licenses, franchises, and other general intangibles. Give particulars.	✓			
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.	✓			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		ENCLOSED Utility Trailer		\$ 300.00
26. Boats, motors, and accessories.		1996 NISSAN		\$ 500.00
27. Aircraft and accessories.	✓	131 E. CHATEAU DR. WEST COLO. SC		
28. Office equipment, furnishings, and supplies.		DESK COMPUTER		\$ 500.00
29. Machinery, fixtures, equipment, and supplies used in business.		131 E. CHATEAU DR. WEST COLO. SC		
30. Inventory.		TOOLS		\$ 1,000.00
31. Animals.	✓	131 E. CHATEAU DR. WEST COLO. SC		
32. Crops - growing or harvested. Give particulars.	✓	HOUSE SUPPLIES		\$ 450.00
33. Farming equipment and implements.	✓	131 E. CHATEAU DR. WEST COLO. SC		
34. Farm supplies, chemicals, and feed.	✓			
35. Other personal property of any kind not already listed. Itemize.	✓			

continuation sheets attached Total
(Include amounts from any continuation
sheets attached. Report total also on
Summary of Schedules.)

\$ 4,350.00

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

In re ALBERT J. SONDERS, JR.
Debtor

Case No. _____
(If known)

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 \$136,875.

DESCRIPTION OF PROPERTY	SPECIFY LAW PROVIDING EACH EXEMPTION	VALUE OF CLAIMED EXEMPTION	CURRENT VALUE OF PROPERTY WITHOUT DEDUCTING EXEMPTION
	N/A		

FILED

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

In re GILBERT J. SANDERS, JR.
Debtor

2009 DEC 18 PM 3:50 09-9094

(If known)
U.S. BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

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 the 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 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 Without Deducting Value of Collateral" 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, if Any" 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 AN ACCOUNT NUMBER (See Instructions Above.)	CODEBTOR 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.							
		VALUE \$					
ACCOUNT NO.							
		VALUE \$					
ACCOUNT NO.							
		VALUE \$					
Subtotal (Total of this page)						\$	\$
Total (Use only on last page)						\$	\$

continuation sheets attached

(Report also on Summary of Schedules.)

(If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)

SEE ATTACHED SHEETS

1-800-277-2175

SCB&T P.O. BOX 10115 COLUMBIA SC 29202 1-800-277-2175	205 PINERIDGE DRIVE WEST COLUMBIA SC 29170	1216-4323	\$4,727
CAROLINA FIRST P.O. BOX 100201 COLUMBIA SC 29202 1-800-476-6400	TINA DRIVE AND DUNBAR 153 TINA DRIVE WEST COLUMBIA SC	510001-6381	\$12,563
BB&T P.O. BOX 580048 CHARLOTTE NC 28258 1-888-562-6228	TINA DRIVE LOTS 125 & 127 WEST COLUMBIA SC	8660058061-9005	\$16,627
CAROLINA FIRST P.O. BOX 100201 COLUMBIA SC 29202 1-800-476-6400	145 TINA DRIVE WEST COLUMBIA SC	510002-1686	\$12,066
FIRST PALMETTO P.O. BOX 430 CAMDEN SC 29020 1-803-432-1416	BLANTON STREET PELION SC	75-082198-3	\$22,000
BB&T P.O. BOX 580048 CHARLOTTE NC 28258 1-888-562-6228	131 E CHATEAU WEST COLA SC 29170	9021116510-6001	\$13,060

CREDITORS NAME	PROPERTY ADDRESS	LOAN NUMBER	LOAN BALANCE
WACHAVIA P.O. BOX 50010 ROANOKE VA 24002 1-800-347-1131	131 E. CHATEAU WEST COLUMBIA SC 29170	00004150021-2575	\$80,000
BB&T P.O. BOX 580048 CHARLOTTE NC 28258 1-800-222-1913	139 E. CHATEAU WEST COLUMBIA SC 29170	9021414228-6001	\$17,869
WACHOVIA P.O. BOX 530554 ATLANTA GA 30353 1-800-829-2474	139 E. CHATEAU WEST COLUMBIA SC 29170	00004130021-4933	\$80,000
BANK OF AMERICA P.O. BOX 5170 SIMI VALLEY CA 93062	754 CAUGHMAN POINT LEXINGTON SC	09087-1484	\$201,758
INDYMAC 6900 BEATRICE DR KALAMAZZO MI 49009	1114 COURTNEY DRIVE WEST COLUMBIA SC 29172	101042-2382	\$99,030
CAROLINA FIRST P.O. BOX 100201 COLUMBIA SC 29202 1-800-476-6400	3308 PRINCETON ROAD GASTON SC 29053	512073-4557	\$23,757
CAROLINA FIRST P.O. BOX 100201 COLUMBIA SC 29202 1-800-476-6400	144 COTTAGE ROAD WEST COLUMBIA SC 29172	510001-4485	\$10,069
CAROLINA FIRST P.O. BOX 100201 COLUMBIA SC 29202 1-800-476-6400	146 COTTAGE ROAD WEST COLUMBIA SC 29172	510001-6283	\$10,069

BB&T P.O. BOX 580048 CHARLOTT NC 28258	135 E CHATEAU DRIVE WEST COLUMBIA SC 29172	9021414228-9004	\$105,295
FIRST PALMETTO P.O. BOX 430 CAMDEN SC 29020 1-803-432-1416	207 ADKINS CIRCLE WEST COLUMBIA SC 29172	75-082198-3	\$45,000
WACHOVIA P.O. BOX 530554 ATLANTA GA 30353 1-800-829-2474	212 ADKINS CIRCLE WEST COLUMBIA SC 29172	00004180021-2565	\$45,000
WACHOVIA P.O. BOX 96074 CHARLOTTE NC 28296 1-800-249-3869	212 ADKINS CIRCLE WEST COLUMBIA SC 29172	4386-5404-1016-6830	\$25,310
INDYMAC P.O. BOX 2971 PHOENIX, AZ 85062 1-877-908-4357	228 ADKINS CIRCLE WEST COLUMBIA SC 29172	101042-2432	\$85,000
WACHOVIA P.O. BOX 530554 ATLANTA GA 30353 1-800-829-2474	343 MILL STREET BATESBURG SC 29008	00004130021-1574	\$17,000
BB&T P.O. BOX 580050 CHARLOTTE NC 28258 1-800-222-1913	2280 CALKS FERRY ROAD LEXINGTOISC 29073	9521511300-00003	\$60,457
BB&T P.O. BOX 580050 CHARLOTTE NC 28258 1-800-222-1913	100 CRESTLINE DRIVE WEST COLUMBIA SC 29170	2680046681-6001	\$19,347
WACHOVIA P.O. BOX 530554 ATLANTA GA 30353 1-800-829-2474	100 CRESLINE DRIVE WEST COLUMBIA SC 29170	00004160021-2576	\$70,000
SCB&T P.O. BOX 100115 COLUMBIA SC 29202	205 PINERIDGE DRIVE WEST COLUMBIA SC 29170	1143-4206	\$68,826

WACHOVIA BANK
P.O. BOX 530554
ATLANTA GA 30353-0554

BANK LOAN SECURED BY 131 E CHATEAU
WEST COLUMBIA SC 29170

* BB&T
P.O. BOX 2306
WILSON NC 27894

BANK LOAN SECURED BY 131 E CHATEAU
WEST COLUMBIA SC 29170

WACHOVIA BANK
P.O. BOX 530554
ATLANTA GA 30353-0554

BANK LOAN SECURED BY 139 E CHATEAU
WEST COLUMBIA SC 29170

BB&T
P.O. BOX 2306
WILSON NC 27894

BANK LOAN SECURED BY 139 E CHATEAU
WEST COLUMBIA SC 29170

SECURED PROPERTY VALUE OF PROPERTIES ABOVE \$ 161,450

CARLOINA FIRST BANK
PAYMENT SERVICES
P.O. BOX 100201
COLUMBIA SC 29202-3201

SECURED PROPERTY VALUE OF PROPERTY ABOVE \$ 16,320

CAROLINA FIRST BANK
PAYMENT SERVICES
P.O. BOX 100201
COLUMBIA SC 29202-3201

BANK LOAN **SECURED BY 144 COTTAGE RD.**
WEST COLA SC 29172

SECURED PROPERTY VALUE OF PROPERTY ABOVE \$ 5,000

CAROLINA FIRST BANK
PAYMENT SERVICES
P.O. BOX 100201
COLUMBIA SC 29202-3201

BANK LOAN **SECURED BY 146 COTTAGE RD.**
WEST COLA SC 29172

SECURED PROPERTY VALUE OF PROPERTY ABOVE \$ 5,000

FIRST PALMETTO BANK BANK LOAN SECURED BY 207 ADKINS CIRCLE
P.O. BOX 430 WEST COLUMBIA SC
CAMDEN SC 29020-0430 29172

SECURED PROPERTY VALUE OF PROPERTY ABOVE \$ 59,210

WACHOVIA BANK BANK LOAN SECURED BY 212 ADKINS CIRCLE
P.O. BOX 530554 WEST COLUMBIA SC
ATLANTA GA 30353-0554 29172

WACHOVIA BANK BANK LOAN SECURED BY 212 ADKINS CIRCLE
P.O. BOX 530554 WEST COLUMBIA SC
ATLANTA GA 30353-0554 29172

SECURED PROPERTY VALUE OF PROPERTIES ABOVE \$ 42,390

INDYMAC MORTGAGE BANK LOAN SECURED BY 228 ADKINS CIRCLE
P.O. BOX 4045 WEST COLUMBIA SC
KALAMAZOO, MI 49003-4045 29172

SECURED PROPERTY VALUE OF PROPERTY ABOVE \$ 68,050

WACHOVIA BANK BANK LOAN SECURED BY 343 MILL STREET
P.O. BOX 530554 BATESBURG SC 29070
ATLANTA GA 30353-0554

SECURED PROPERTY VALUE OF PROPERTY ABOVE \$ 21,010

* BB&T BANK LOAN SECURED BY 2280 CALKS FERRY RD.
P.O. BOX 580050 LEXINGTON SC 29073
CHARLOTTE NC 28258-0050

SECURED PROPERTY VALUE OF PROPERTY ABOVE \$ 25,700

* BB&T BANK LOAN SECURED BY 100 CRESTLINE
P.O. BOX 580050 WEST COLA, SC 29170
CHARLOTTE NC 28258-0050

WACHOVIA
P.O. BOX 530554

ATLANTA GA 30353-0554 BANK LOAN SECURED BY 100 CRESTLINE
WEST COLUMBIA SC 29170

SECURED PROPERTY VALUE OF PROPERTY ABOVE \$ 69,340

SCB&T BANK LOAN SECURED BY 205 PINE RIDGE
P.O. BOX 2486 WEST COLUMBIA SC 29172
ORANGEBURG SC 29116

SCB&T BANK LOAN SECURED BY 205 PINE RIDGE
P.O. BOX 2486 WEST COLUMBIA SC 29172
ORANGEBURG SC 29116

SECURED PROPERTY VALUE OF PROPERTY ABOVE \$ 45,290

FIRST PALMETTO BANK BANK LOAN SECURED BY BLANTON STREET
P.O. BOX 430 PELION SC
CAMDEN SC 29020-0430

SECURED PROPERTY VALUE OF PROPERTY ABOVE \$ 21,360

CAROLINA FIRST BANK BANK LOAN SECURED BY TINA DRIVE & DUNBAR
PAYMENT SERVICES 153 TINA DRIVE
P.O. BOX 100201 WEST COLUMBIA SC 29170
COLUMBIA SC 29202-3201

BB&T BANK LOAN SECURED BY TINA DRIVE
P.O. BOX 580048 LOTS 125 & 127
CHARLOTTE NC 28258-0048 WEST COLUMBIA SC 29170

CAROLINA FIRST BANK BANK LOAN SECURED BY 145 TINA DRIVE
PAYMENT SERVICES WEST COLUMBIA SC 29170
P.O. BOX 100201
COLUMBIA SC 29202-3201

SECURED PROPERTY VALUE OF PROPERTIES ABOVE \$ 42,080

BANK OF AMERICA BANK LOAN SECURED BY 450 EAST COLUMBIA AV
P.O. BOX 5170 LEESVILLE, SC 29070
SIMI VALLEY, CALIFORNIA 93062

BANK OF AMERICA BANK LOAN SECURED BY 450 EAST COLUMBIA AV
P.O. BOX 5170 LEESVILLE, SC 29070
SIMI VALLEY, CALIFORNIA 93062

SECURED PROPERTY VALUE OF PROPERTY ABOVE \$ 97,000

AUROR LOAN SERVICE
P.O. BOX 1706
SCOTTSBLUFF, NE 69363

BANK LOAN SECURED BY 117 MAXIE ROAD
LEXINGTON, SC 29072

BANK OF AMERICA
P.O. BOX 5170
SIMI VALLEY, CALIFORNIA 93062

BANK LOAN SECURED BY 117 MAXIE ROAD
LEXINGTON, SC 29072

SECURED PROPERTY VALUE OF PROPERTY ABOVE \$ 326,000

BANK OF AMERICA
P.O. BOX 5170
SIMI VALLEY, CALIFORNIA 93062

BANK LOAN SECURED BY 754 CAUGHMAN POINT
LEESVILLE, SC 29070

SECURED PROPERTY VALUE OF ABOVE PROPERTY \$ 220,000

INDYMAC
6900 BEATRICE DRIVE
KALAMAZZO, MI 49009

BANK LOAN SECURED BY 1114 COURTNEY DR.
WEST COLA. SC 29172

SECURED PROPERTY VALUE OF ABOVE PROPERTY \$ 68,000

B6E (Official Form 6E) (12/07)

In re

JERRY SANDERS, JR.

Debtor

2009 DEC 18 PM 3:51

U.S. BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

Case No.

09-9094

(if known)

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 \$10,950* 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).

B6E (Official Form 6E) (12/07) - Cont.

In re ALBERT J. SANDERS, JR.
Debtor

Case No: _____
(if known)

☐ Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$5,400* 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 \$2,425* 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).

* Amounts are subject to adjustment on April 1, 2010, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

____ continuation sheets attached

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

In re ALBERT J. SANDERS, JR.
Debtor

Case No. _____
(if known)

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

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTR	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.							
ACCOUNT NO.							
ACCOUNT NO.							
ACCOUNT NO.							
ACCOUNT NO.							
Sheet no. _____ of _____ continuation sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal ▶ \$
							Total ▶ \$ 431,500.81

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable on the Statistical
Summary of Certain Liabilities and Related Data.)

UNSECURED CREDITORS

AMCOL SYSTEMS INC. AKA LEXINGTON MEDICAL CENTER
P.O. BOX 21625
COLUMBIA, SC 29221
1-800-849-8500
2636699
\$ 553.00

ATLANTA LAW GROUP, P.C. AKA AT&T
P.O. BOX 468569
ATLANTA, GA 31146
1-888-888-8941
50913038
\$ 248.95

THREE FOUNTAINS ACE HARDWARE
2930 EMANUEL CHURCH ROAD
WEST COLUMBIA, SC 29170
1-803-957-4991
4024.
\$ 56.95

LAMONT, HANLEY & ASSOCIATES, INC.
THE HARTFORD
P.O. BOX 179
MANCHESTER, NH 03105
1-800-639-2204
T88652
REFERENCE 022PH93369720080504
\$ 303.21

PASCON, LLC
2111 TWO NOTCH ROAD
LEXINGTON, SC 29072
1-803-359-0628
0000770
\$ 582.18

OSWALD LUMBER, INC
P.O. BOX 3129
BATESBURG LEESVILLE, SC 29070-1129
1-800-489-1403
AJS100-CON
\$ 3,661.36

MAGIC TOUCH ENTERPRISES
836 SOX STREET
WEST COLUMBIA, SC 29169
1-803-791-8516
\$ 319.31

STATE CREDIT UNION
LINE OF CREDIT
P.O. BOX 726
COLUMBIA, SC 29202
1-800-868-8740
54873098
\$ 7,473.61

BB&T
CONSTANT CREDIT
P.O. BOX 200
WILSON, NC 27894-0200
1-800-226-5228
0005620023207
\$ 7,582.94

KENNETH MATTHEWS
ATTORNEY AT LAW
1331 LAUREL STREET
COLUMBIA, SC 29201
803-252-1242
\$2,500.00 (DIVORCE FEES)

CREDITORS

CREDIT CARDS FOR ALBERT JERRY SANDERS JR.

CHASE	AKA	NORTHSTAR LOCATION SERVICES,LLC
CARDMEMBER SERVICE		ATTENTION: FINANCIAL SERVICES DEPTMENT
P.O. BOX 15153		4285 GENESEE ST
WILMINGTON, DE 19886-5153		CHEEKTOWAGA, NY 14225-1943
1-888-792-7547		1-866-677-2587
(VISA) 4325365100101911		(VISA) 4325365100101911
\$ 11,004.91		\$ 11,004.91
BB&T FINANCIAL, FSB	AKA	SMITH DEBNAM ATTORNEYS AT LAW
P.O. BOX 580-435		P.O. BOX 26268
CHARLOTTE, NC 28258-0435		RALEIGH, NC 27611-6268
1-800-289-6385		1-888-704-0884
(VISA) 4856715000203257		(VISA) 4856715000203257
\$ 11,958.55		\$ 11,958.55
CHASE	AKA	FREDERICK J. HANNA & ASSOCIATES, P.C.
CARDMEMBER SERVICE		1427 ROSWELL ROAD
P.O. BOX 15153		MARIETTA, GA 30062
WILMINGTON, DE 19886-5153		1-866-306-8250
1-888-792-7547		4266841075954451
4266841075954451		\$ 7,084.99
\$ 7,084.99		
BANK OF AMERICA		
P.O. BOX 15726		
WILMINGTON, DE 19886-5726		
1-800-789-6685		
4264280792160559		
\$ 13,383.22		
CHASE	AKA	CREDITORS FINANCIAL GROUP, LLC
CARDMEMBER SERVICE		P.O. BOX 440290
P.O. BOX 15153		AURORA, CO 80044-0290
WILMINGTON, DE 19886-5153		1-303-369-2345
1-800-603-8987		(VISA) 4104140006100227
(VISA) 4104140006100227		\$ 11,095.35
\$ 11,095.35		
BANK OF AMERICA		
P.O. BOX 15726		
WILMINGTON, NC 19886-5726		
1-800-626-2556		
5329057850493134		
\$ 6,426.91		

STATE CREDIT UNION
VISA
P.O. BOX 96099
CHARLOTTE, NC 28296-0099
1-800-654-7728
4820023180077390
\$ 6,280.11

CREDITORS

CREDIT CARDS FOR AJS PROPERTIES, LLC AKA ALBERT JERRY SANDERS, JR.

BANK OF AMERICA AKA
BUSINESS CARD
P.O. BOX 15710
WILMINGTON, DE 19886-5710
1-866-729-9144
4339930006754644
\$ 10,188.51

ALLIED INTERSTATE, INC.
P.O. BOX 361774
COLUMBUS, OH 43236
1-866-383-5074
4339930006754644 AKA A55594134/P46683022
\$ 8,730.69

CAPITAL ONE BANK AKA
P.O. BOX 71083
CHARLOTTE, NC 28272-1083
1-800-867-0904
(VISA) 4115072528600391
\$ 8,134.31

FIRSTSOURCE ADVANTAGE, LLC
P.O. BOX 628
BUFFALO, NY 14240-0628
1-866-276-8306
(VISA) 4115072528600391
\$ 8,134.31

ADVANTA BUSINESS CARDS
P.O. BOX 8088
PHILADELPHIA, PA 19101
1-866-677-9392
XXXXXXXXXXXX6210
\$ 9,029.79

20 LARGEST UNSECURED CLAIMS FOR JERRY SANDERS, JR.

ALL THE FOLLOWING ARE ABANDON CLAIMS:

BANK LOAN		
BANK OF AMERICA	AKA	ALLIED INTERSTATE, INC
BUSINESS CARD		P.O. BOX 361774
P.O. BOX 15710		COLUMBUS, OH 43236
WILMINGTON, DE 19886-5710		1-866-383-5074
1-866-729-9144		4036475000962617 AKA A55593807/P46667350
4036475000962617		\$ 11,927.79
\$ 13,594.72		

BANK LOAN		
AMERICAN EXPRESS	AKA	NATIONWIDE CREDIT, INC
P.O. BOX 650448		P.O. BOX 740640
DALLAS, TX 75265-0448		ATLANTA, GA 30374-0640
1-877-571-4333		1-866-479-7925
372289115101007		372289115101007
\$ 24,715.47		\$ 24,715.47

TRADE DEBT		
BP	AKA	PENTAGROUP FINANCIAL, LLC
P.O. BOX 70887		P.O. BOX 742209
CHARLOTTE, NC 28272-0887		HOUSTON, TX 77274-2209
1-800-299-5766		1-866-817-1250
5911001476		708231
\$ 4,007.75		\$ 4,007.75

TRADE DEBT		
LOWES	AKA	PROFESSIONAL BUREAU COLLECTIONS
P.O. BOX 530970		OF MARYLAND, INC
ATLANTA, GA 30353-0970		P.O. BOX 4157
1-800-444-1408		GREENWOOD VILLAGE, CO 80155-4157
82131419000034		1-800-270-9685
\$ 41,387.43		82131419000034
		\$ 43,698.49

BANK LOAN
STATE CREDIT UNION
P.O. BOX 726
COLUMBIA, SC 29202
1-800-868-8740
54873098
\$ 7,473.61

BANK LOAN		
BANK OF AMERICA	AKA	CREDITORS FINANCIAL GROUP, LLC
BUSINESS CARD		3131 SOUTH VAUGHN WAY STE 110
P.O. BOX 15710		AURORA, CO 80014
WILMINGTON, DE 19886-5710		1-877-298-2251
1-866-729-9068		4170080114768425
4170080114768425		\$ 11,096.23
\$ 12,095.66		

BANK LOAN
BANK OF AMERICA
P.O. BOX 15102
WILMINGTON, DE 19886-5102
1-800-892-8349
74923014081735
\$ 56,361.01

TRADE DEBT
SHELL FLEET AKA
P.O. BOX 183019
COLUMBUS, OH 43218-3019
1-888-304-5075
659280606
\$ 805.00

CAPITAL MANAGEMENT SERVICES, LP
726 EXCHANGE STREET
SUITE 700
BUFFALO, NY 14210
1-877-219-6609
7575659280606
\$ 839.32

BANK LOAN
BANK OF AMERICA
BUSINESS CARD
P.O. BOX 15710
1-866-729-9144
4170080114768425
\$12,291.67

BANK LOAN
FIRST EQUITY CARD CORP AKA
P.O. BOX 23029
COLUMBUS, GA 31902-3029
1-866-156-7870
4988820005093272
\$ 10,111.15

SMITH DEBNAM
ATTORNEYS AT LAW
P.O. BOX 26268
RALEIGH, NC 27611-6268
1-888-704-0884
RS903157 AKA 4988820005093272
\$ 10,485.68

BANK LOAN
WELLS FARGO AKA
PAYMENT REMITTANCE CENTER
P.O. BOX 6426
CARP; STREA., O; 60197-6426
1-888-843-9531
5474648800329403
\$ 26,646.24

PRIMARY FINANCIAL SERVICES
3115 NORTH 3RD AVENUE SUITE 112
PHONIX, ARIZONA 85013
1-800-661-0086
5474648800329403
\$ 26,646.24

BANK LOAN
BB&T
P.O. BOX 200
WILSON, NC 27894-0200
1-800-226-5228
0005620023207
\$ 7,582.94

B6G (Official Form 6G) (12/07)

In re ALBERT J. SANDERS, JR.
Debtor

Case No. _____
(if known)

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. Sec. 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.

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

In re ALBERT J. SANDERS JR.
Debtor

Case No. _____
(if known)

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 the 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
PATRICIA SANDERS 1309 WILSON DRIVE CHAPIN, SC 29036	Klachovia P.O. Box 50010 Roanoke VA 24002 BB&T P.O. Box 580048 Charlotte, NC 28258

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

In re ALBERT J. SANDERS, JR.
Debtor

Case No. _____
(if known)

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: <u>D</u>	DEPENDENTS OF DEBTOR AND SPOUSE	
	RELATIONSHIP(S):	AGE(S):
Employment: <u>OUTS PROPERTIES</u>	DEBTOR	SPOUSE
Occupation: <u>MAINTENANCE MAN</u>		
Name of Employer: <u>OUTS PROPERTIES</u>		
How long employed: <u>3 years</u>		
Address of Employer: <u>131 E CHATEAU DRIVE WEST COLUMBIA SC 29170</u>		

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

3. SUBTOTAL

4. LESS PAYROLL DEDUCTIONS

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

5. SUBTOTAL OF PAYROLL DEDUCTIONS

6. TOTAL NET MONTHLY TAKE HOME PAY

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): _____

12. Pension or retirement income

13. Other monthly income (Specify): _____

14. SUBTOTAL OF LINES 7 THROUGH 13

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

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

DEBTOR

SPOUSE

\$ 0 \$ 0
\$ 0 \$ 0

\$ 0 \$ 0

\$ 0 \$ 0
\$ 0 \$ 0
\$ 0 \$ 0
\$ 0 \$ 0

\$ 0 \$ 0

\$ 0 \$ 0

\$ 0 \$ 0
\$ 7,300.00 \$ 0
\$ 0 \$ 0
\$ 0 \$ 0

\$ 0 \$ 0
\$ 0 \$ 0
\$ 0 \$ 0

\$ 7,300.00 \$ 0

\$ 7,300.00 \$ 0

\$ 7,300.00

(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:

ALL REAL PROPERTY INCOME GOES TO PAYING MORTGAGES

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

In re ALBERT J. SANDERS, JR.
Debtor

Case No. _____
(if known)

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)

\$ 921.00

a. Are real estate taxes included? Yes _____ No ☒

b. Is property insurance included? Yes _____ No ☒

2. Utilities: a. Electricity and heating fuel

\$ 150.00

b. Water and sewer

\$ 10

c. Telephone

\$ 250.00

d. Other _____

\$ 10

3. Home maintenance (repairs and upkeep)

\$ 50.00

4. Food

\$ 500.00

5. Clothing

\$ 50.00

6. Laundry and dry cleaning

\$ 10

7. Medical and dental expenses

\$ 10

8. Transportation (not including car payments)

\$ 100.00

9. Recreation, clubs and entertainment, newspapers, magazines, etc.

\$ 20.00

10. Charitable contributions

\$ 50.00

11. Insurance (not deducted from wages or included in home mortgage payments)

a. Homeowner's or renter's

\$ 75.00

b. Life

\$ 50.00

c. Health

\$ 10

d. Auto

\$ 10

e. Other _____

\$ 10

12. Taxes (not deducted from wages or included in home mortgage payments)

(Specify) _____

\$ 50.00

13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)

a. Auto

\$ 10

b. Other _____

\$ 10

c. Other _____

\$ 10

14. Alimony, maintenance, and support paid to others

\$ 10

15. Payments for support of additional dependents not living at your home

\$ 10

16. Regular expenses from operation of business, profession, or farm (attach detailed statement)

\$ 100.00

17. Other REAL ESTATE MORTGAGES

\$ 7,775.00

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.)

\$ 10,241.00

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

LEGAL FEES (CUSTODY)

20. STATEMENT OF MONTHLY NET INCOME

a. Average monthly income from Line 15 of Schedule I

\$ 7,308.00

b. Average monthly expenses from Line 18 above

\$ 10,241.00

c. Monthly net income (a. minus b.)

\$ -2,933.00

Form B22B (Chapter 11) (10/05)

In re ALBERT J. SANDERS, JR.
Debtor(s)

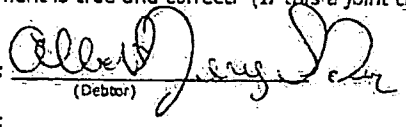
Case Number: _____
(If known)

STATEMENT OF CURRENT MONTHLY INCOME
FOR USE IN CHAPTER 11

In addition to Schedules I and J, this statement must be completed by every individual Chapter 11 debtor, whether or not filing jointly. Joint debtors may complete one statement only.

Part I. CALCULATION OF CURRENT MONTHLY 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, not filing jointly. Complete only Column A ("Debtor's Income") for Lines 2-10. c. ☐ Married, filing jointly. Complete both Column A ("Debtor's Income") and Column B ("Spouse's Income") for Lines 2-10. All figures must reflect average monthly income for the six calendar months prior to filing the bankruptcy case, ending on the last day of the month before the filing. If you received different amounts of income during these six months, you must total the amounts received during the six months, divide this total by six, and enter the result on the appropriate line.		Column A Debtor's Income	Column B Spouse's Income									
2	Gross wages, salary, tips, bonuses, overtime, commissions.		\$ 0	\$									
3	Net income from the operation of a business, profession, or farm. Subtract Line b from Line a and enter the difference on Line 3. Do not enter a number less than zero. <table border="1"> <tr> <td>a.</td> <td>Gross receipts</td> <td>\$</td> </tr> <tr> <td>b.</td> <td>Ordinary and necessary business expenses</td> <td>\$</td> </tr> <tr> <td>c.</td> <td>Business Income</td> <td>Subtract Line b from Line a</td> </tr> </table>		a.	Gross receipts	\$	b.	Ordinary and necessary business expenses	\$	c.	Business Income	Subtract Line b from Line a	\$ 0	\$
a.	Gross receipts	\$											
b.	Ordinary and necessary business expenses	\$											
c.	Business Income	Subtract Line b from Line a											
4	Net rental and other real property income. Subtract Line b from Line a and enter the difference on Line 4. Do not enter a number less than zero. <table border="1"> <tr> <td>a.</td> <td>Gross receipts</td> <td>\$ 7,308.00</td> </tr> <tr> <td>b.</td> <td>Ordinary and necessary operating expenses</td> <td>\$ 10,341.00</td> </tr> <tr> <td>c.</td> <td>Rental Income</td> <td>Subtract Line b from Line a</td> </tr> </table>		a.	Gross receipts	\$ 7,308.00	b.	Ordinary and necessary operating expenses	\$ 10,341.00	c.	Rental Income	Subtract Line b from Line a	\$ 0	\$
a.	Gross receipts	\$ 7,308.00											
b.	Ordinary and necessary operating expenses	\$ 10,341.00											
c.	Rental Income	Subtract Line b from Line a											
5	Interest, dividends, and royalties.		\$ 0	\$									
6	Pension and retirement income.		\$ 0	\$									
7	Regular contributions to the household expenses of the debtor or the debtor's dependents, including child or spousal support. Do not include contributions from the debtor's spouse if Column B is completed.		\$ 0	\$									
8	Unemployment compensation. Enter the amount in Column A and, if applicable, Column B. 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 \$ Spouse \$		\$ 0	\$									
9	Income from all other sources. If necessary, list additional sources on a separate page. 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. Specify source and amount. <table border="1"> <tr> <td>a.</td> <td></td> <td>\$</td> </tr> <tr> <td>b.</td> <td></td> <td>\$</td> </tr> </table> Total and enter on Line 9		a.		\$	b.		\$	\$ 0	\$			
a.		\$											
b.		\$											
10	Subtotal of current monthly income. 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).		\$ 0	\$									
11	Total current monthly income. 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		\$ 0	\$									

amount from Line 10, Column A.	\$ 0

Part II: VERIFICATION	
12	I declare under penalty of perjury that the information provided in this statement is true and correct. (If this is a joint case, both debtors must sign.) Date: <u>12.18.09</u> Signature: <u></u> (Debtor) Date: _____ Signature: _____ (Joint Debtor, if any)

2009 DEC 18 PM 3:51

B7 (Official Form 7) (12/07)

U.S. BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

UNITED STATES BANKRUPTCY COURT

Columbia

DISTRICT OF

SOUTH CAROLINA

In re: ALBERT T. SANDERS, JR.
Debtor

Case No. _____
(if known)

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 and 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

2

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, 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. Payments to creditors

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

None ☐

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 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 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

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 \$5,475. 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

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

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	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION

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

4

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

5

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 a petition in bankruptcy within one year immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYER IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY

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

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

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

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

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

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

15. Prior address of debtor

None
☒

If 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

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

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

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

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

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

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 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 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

10

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)

* * * * *

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

IN RE:) BANKRUPTCY CASE NO: 09-09094
)
Albert Jerry Sanders) CHAPTER: 11
)
Debtor.)
_____)

COPY

STATEMENT OF CHANGE

In accordance with SCLBR 1009-1, the Debtor hereby provides this Statement of Change to summarize the amendment to petition, Schedule A, Schedule B, Schedule C, and Statement of Financial Affairs attached.

Amend Petition to delete single asset designation;

Amend Schedule A to disclose real estate titled in Debtor's name;

Amend Schedule B to add additional assets and to clarify interest in various LLC's and a corporation.

Amend Statement of Financial Affairs to disclose prepetition litigation, income, transfers, and interest in businesses.

The undersigned debtor does hereby swear that this Amendment is true and accurate to the best of his knowledge, information and belief.

Respectfully submitted this 5th day of April, 2010.

/s/ Reid B. Smith

Reid B. Smith (Dist. Ct. ID 4200)

Attorney for Debtor

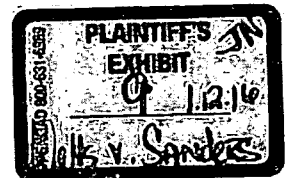
1712 St. Julian Place, Suite 102

Columbia, SC 29204

(803)779-2255

S/ Albert Jerry Sanders

Albert Jerry Sanders



BI (Official Form 1131/08)

United States Bankruptcy Court District of South Carolina		Voluntary Petition																															
Name of Debtor (if individual, enter Last, First, Middle): Sanders, Albert Jerry Jr		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):		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)		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): 131 E Chateau Dr West Columbia, SC ZIP Code 29170		Street Address of Joint Debtor (No. and Street, City, and State): ZIP Code																															
County of Residence or of the Principal Place of Business: Lexington		County of Residence or of the Principal Place of Business:																															
Mailing Address of Debtor (if different from street address): ZIP Code		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.		Check one box: Chapter 11 Debtors ☐ 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 \$2,190,000. 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%; text-align: center;"><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%; text-align: center;"><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%; text-align: center;"><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																								

BI (Official Form 1)(1/08)

Page 2

Voluntary Petition (This page must be completed and filed in every case)		Name of Debtor(s): Sanders, Albert Jerry Jr	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)			
Location Where Filed: - None -		Case Number:	Date Filed:
Location Where Filed:		Case Number:	Date Filed:
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 _____ Signature of Attorney for Debtor(s) (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(l)).			

221

Voluntary Petition

(This page must be completed and filed in every case)

Name of Debtor(s):

Sanders, Albert Jerry Jr

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 /s/ Albert Jerry Sanders, Jr

Signature of Debtor Albert Jerry Sanders, Jr

X

Signature of Joint Debtor

Telephone Number (If not represented by attorney)

April 5, 2010

Date

Signature of Attorney*

X /s/ Reid B. Smith

Signature of Attorney for Debtor(s)

Reid B. Smith 4200

Printed Name of Attorney for Debtor(s)

Bird & Smith, P.A.

Firm Name

1712 St. Julian Place, Suite 102
Columbia, SC 29204

Address

Email: rsmith@birdsmithlaw.com

803-779-2255 Fax: 803-799-3131

Telephone Number

April 5, 2010

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 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

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 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.

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

In re Albert Jerry Sanders, Jr

Case No. 09-09094

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
Lot E Side Bartow St., Lexington County, SC tms 013019-04-015	-	-	2,500.00	0.00
lot 4th & Bartow Lexington County, SC tms 013019-04-007	-	-	2,500.00	0.00
117 Maxle Rd. Lexington county, SC tms 004300-06-022 est fmV \$346,000 liens \$650,000 (Aruara) \$1000,00 (BOA)	-	-	30,000.00	0.00

Sub-Total > **35,000.00** (Total of this page)

Total > **35,000.00**

(Report also on Summary of Schedules)

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

In re **Albert Jerry Sanders, Jr**

Case No. **09-09094**

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		cash	-	300.00
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.		First Community checking	-	203.14
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		furnishings	-	1,000.00
		wall pictures	-	100.00
		record albums	-	50.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.		clothing	-	300.00
7. Furs and jewelry.		masonic ring	-	35.00
8. Firearms and sports, photographic, and other hobby equipment.		fishing gear	-	100.00
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		Protective Life # 1419 (term)	-	0.00
		Gerber Life (son)	-	0.00
		Globe Life (son)	-	0.00
		CUNA #6581 (whole-\$10,000 face value)	-	0.00

Sub-Total > **2,088.14**
(Total of this page)

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

In re Albert Jerry Sanders, Jr

Case No. 09-09094

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
		Farm Bureau #7092U	-	Unknown
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).)		prepaid college tuition	-	Unknown
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.		100% member: Sanders Home Place, LLC assets: a) real estate with improvements at 139 E Chateau Dr, Lexington County, SC, with Garage apartment est fmv: \$200,00 liens: \$ 94,529.23 (Wachovia first mort.) \$ 13,060.00 (BB&T) Stepdaughter, Pamela White, and niece, Victoria Boone, rent residence b) 1 ft. strip running behind 135 E Chateau est fmv \$500.00 liens n/a c) 131 E Chateau est fmv \$161,450 liens \$ 94,529.23 (Wachovia first mort.) \$ 13,060.00 (BB&T)	-	Unknown

Sub-Total > 0.00
(Total of this page)

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

In re Albert Jerry Sanders, Jr

Case No. 09-09094

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	NONE	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
		100% member Sun Haven, LLC	-	Unknown
		assets:		
		a) 212 Adkins Circle, Lexington County, SC		
		est fmV \$90,000		
		liens \$46,249.33 (Wachovia first mort.)		
		\$25,310.00 (Wachovia second mort.)		
		rented to sister, Joanne Sanders		
		b) 228 Adkins Circle, Lexington County, SC		
		est fmV \$115,000		
		liens: \$79,191 (Indymac)		
		c) 1.36 acre lot, Princeton Rd., Lexington, SC		
		est fmV \$40,000		
		lien \$25,641.76 (Carolina First)		
		100% member South Carolina Homes & Land, LLC	-	Unknown
		assets:		
		a) 100 Crestline Dr, Lexington County, SC		
		fmV \$150,000		
		liens \$70,000 (Wachovia)		
		\$19,437 (BB&T)		
		b) 205 Pine Ridge, Lexington County, SC		
		est fmV \$125,000		
		liens: \$70,010.31 (SCB&T first mort.)		
		\$4,804.56 (SCB&Tsecond mort.)		
		c) 343 Mills St., Lexington County, SC		
		est fmV \$35,000		
		lien \$17,594 (Wachovia)		
		d) 207 Adkins		
		est fmV \$95,000		
		lien \$45,000 (First Palmetto)		
		rented to niece, Melody Wiggins		
		100% member Cottage Road Land Holding, LLC	-	Unknown
		assets:		
		a) .77 Acres 144 Cottage Rd.		
		est fmV \$15,000		
		liens \$10,069 (Carolina First)		
		b) .74 acres 146 Cottage Rd., Lexington county, SC		
		est FMV \$12,000		
		liens \$10,069 (Carolina First)		

Sub-Total > 0.00
(Total of this page)

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

In re Albert Jerry Sanders, Jr

Case No. 09-09094

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
		100% member 450 East Columbia Ave., LLC asset: 405 E.Columbia Ave., Lexington County, SC est fmv \$225,000 liens \$117,000 (Countrywide) \$100,000 (Countrywide)	-	Unknown
		1114 Courtney Dr., LLC asset: 1114 Courtney Dr., Lexington County, SC est fmv \$127,500 lien \$ 99,030 (Indymac)	-	Unknown
		100% member Calk's Ferry Rd., LLC asset: 2280 Calks Ferry Rd., Lexington, SC est fmv \$70,000 liens \$61,544.81 (BB&T)	-	Unknown
		Tina Dr. & Dunbar Rd. Land Holding, LLC assets: a) Lot A-1: 94 acres Tina Drive, Lexington County, SC est fmv \$25,000 liens: \$13,708.73 b) Lot A-2: .87 acres est fmv \$12,500 lien \$13,167.40 c) Lots A & B est fmv \$25,000 \$17,915 (BB&T)	-	Unknown
		100% member AJS Properties, LLC no assets	-	0.00
		100% Interest Vending Plus, Inc asset 1419 Brook St., Richland County, SC est fmv \$2,000	-	2,000.00
		100% AJS construction, LLC no assets except for contractor's license	-	0.00
		100% interest Calks Ferry, LLC asset: 2280 Calk's Ferry Rd est fmv \$75,000 lien \$ 61,000 (BB&T)	-	Unknown

Sub-Total > **2,000.00**
(Total of this page)

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

In re Albert Jerry Sanders, Jr

Case No. 09-09094

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
		25% Interest Carlz Group, LLC no assets	-	0.00
		100% Inteast AJS Electrical Services, LLC no assets except for contractor's license	-	0.00
		100% Interest AJS Plumbing Services, LLC no assets except for contractor's license	-	0.00
		100% E Chateau Dr Land Holding, LLC asset: 135 E Chateau Dr est fmv \$200,00 lien \$110,776.10	-	Unknown
		100% Princeton Rd Landing Holding, LLC no assets	-	0.00
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.		Judgments for unpaid rent:	-	23,466.81
		John & Elizabeth Roberts \$6,180 139 E Chateau		
		Michelle Watts \$5,173.50 100 Crestline		
		Courtney Bearden \$1,781.53 100 CrestLine		
		Sierra Dakota Haggard \$1,273.50 145 Tina Dr		
		Brandy Davis \$1,478.28 141 E Chateau		
		Ernest Liferidge \$7,000.00 210 Cuddles Ct		
		James & Robin Kenny \$580.00 141 E Chateau		
Sub-Total >				23,466.81
(Total of this page)				

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

In re Albert Jerry Sanders, Jr

Case No. 09-09094

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
		Terri Foy 135 E Chateau	-	4,850.00
		receivable for past due rent		
		Linda Hopkins 135 E Chateau	-	6,210.00
		receivable for past due rent		
		William & Ginger Black 145 Tina	-	1,416.00
		receivable for past due rent		
		McDaniels 100 Crestline	-	7,650.00
		receivable for past due rent		
		Roy & Jean Rouse 141 E Chateau 03/10/06 -05/09 38 months @3,500	-	93,000.00
		receivable for past due rent		
		Stan Allen 141 E Chateau	-	1,600.00
		receivable for past due rent		
		Jennifer Monroe 2280 Calks Ferry Rd	-	6,100.00
		receivable for past due rent		
		Pawel & Nancy Pleckos 450 E Columbia Ave	-	4,550.00
		receivable for past due rent		
		Buddy & Martha Hendricks 1114 Courtney Dr	-	2,300.00
		receivable for past due rent		

Sub-Total > 127,676.00
(Total of this page)

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

In re Albert Jerry Sanders, Jr

Case No. 09-09094

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
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			
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.		enclosed utility trailer	-	300.00
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			

Sub-Total > **300.00**
(Total of this page)

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

In re Albert Jerry Sanders, Jr

Case No. 09-09094

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
28. Office equipment, furnishings, and supplies.		desk, computer	-	500.00
29. Machinery, fixtures, equipment, and supplies used in business.		tools	-	1,000.00
30. Inventory.		house supplies	-	450.00
31. Animals.		son's pets: spider, goldfish, 2 mice, lizard, frog, rabbit, 2 chickens, chihuahua	-	Unknown
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total > 1,950.00
(Total of this page)
Total > 157,480.95

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

In re Albert Jerry Sanders, Jr

Case No. 09-09094

Debtor

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under:
(Check one box)

☐ Check if debtor claims a homestead exemption that exceeds \$136,875.

☐ 11 U.S.C. § 522(b)(2)

☒ 11 U.S.C. § 522(b)(3)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
<u>Household Goods and Furnishings</u>			
furnishings	S.C. Code Ann. § 15-41-30(A)(3)	1,000.00	1,000.00
wall pictures	S.C. Code Ann. § 15-41-30(A)(3)	100.00	100.00
record albums	S.C. Code Ann. § 15-41-30(A)(3)	50.00	50.00
<u>Wearing Apparel</u>			
clothing	S.C. Code Ann. § 15-41-30(A)(3)	300.00	300.00
<u>Furs and Jewelry</u>			
masonic ring	S.C. Code Ann. § 15-41-30(A)(4)	35.00	35.00
<u>Firearms and Sports, Photographic and Other Hobby Equipment</u>			
fishing gear	S.C. Code Ann. § 15-41-30(A)(3)	100.00	100.00
<u>Interests in Insurance Policies</u>			
Protective Life # 1419 (term)	S.C. Code Ann. § 15-41-30(A)(8)	0.00	0.00
Gerber Life (son)	S.C. Code Ann. § 38-65-90	0.00	0.00
Globe Life (son)	S.C. Code Ann. § 38-65-90	0.00	0.00
CUNA #6581 (whole-\$10,000 face value)	S.C. Code Ann. § 15-41-30(A)(8)	0.00	0.00
Farm Bureau #7092U	S.C. Code Ann. § 15-41-30(A)(8)	0.00	Unknown
<u>Interests in an Education IRA or under a Qualified State Tuition Plan</u>			
prepaid college tuition	S.C. Code Ann. § 59-4-40	0.00	Unknown
<u>Automobiles, Trucks, Trailers, and Other Vehicles</u>			
enclosed utility trailer	S.C. Code Ann. § 15-41-30(A)(6)	300.00	300.00
<u>Office Equipment, Furnishings and Supplies</u>			
desk, computer	S.C. Code Ann. § 15-41-30(A)(6)	500.00	500.00
<u>Machinery, Fixtures, Equipment and Supplies Used in Business</u>			
tools	S.C. Code Ann. § 15-41-30(A)(6)	750.00	1,000.00
	S.C. Code Ann. § 15-41-30(A)(7) basis: 15-41-30 (a)(6)	250.00	

Total: 3,385.00 3,385.00

232

B7 (Official Form 7) (12/07)

United States Bankruptcy Court
District of South Carolina

In re Albert Jerry Sanders, Jr

Debtor(s)

Case No. 09-09094

Chapter 11

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.

I. 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
\$8,302.00	2008 rent
\$67,519.00	2007 rent
\$0.00	2009 rental income (unknown)

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
\$19,364.25	2008 state retirement withdrawal
\$19,000.00	2009 withdrawal Lowman Home retirement

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 creditor 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

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 \$5,475. 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 creditor 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/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING

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

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	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
Albert Jerry Sanders vs. John & Elizabeth Roberts cv321090679	collection	Lexington County Magistrates Court	Judgment entered 9/26/08
Albert Jerry Sanders vs. Michelle Watts cv321090980	collection	Lexington County Magistrates Court	Judgment entered 9/26/08
Albert Jerry Sanders vs Courtney Bearden cv3201357	collection	Lexington County Magistrates Court	Judgment entered 4/5/04

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
Albert Jerry Sanders vs Sierra Dakota Haggard cv3203571	collection	Lexington County Magistrates court	judgment entered 10/5/06
Albert Jerry Sanders vs.Brandy Davis cv3203542	collection	Lexington county Magistrates court	judgment entered 2006
Albert Jerry Sanders vs.Earnest Liferidge cv3203719	collection	Lexington county Magistrates Court	judgment entered 2005
Albert Jerry Sanders vs.James & Robin Kenny cv321090372	collection	Lexington county Magistrates Court	judgment entered 9/22/08
Town of Gilbert vs. Albert Jerry Sanders 20073200302	condemnation	Lexington County Common Pleas	dismissed
Aurora Loan Services vs. Albert Jerry Sanders & AJS Rental Properties, LLC 2009CP3200108	foreclosure	Lexington County Common Pleas	pending 117 Maxie Rd.
First Palmetto Savings Bank vs. Albert Jerry Sanders 2009CP3201002	foreclosure	Lexington County Common Pleas	judgment and sale 125 Maxie Rd.
BB&T vs. Albert Jerry Sanders, Sanders Land Holding, LLC, Tina Dr & Dunbar Rd., LLC 2009CP3203733	foreclosure Lots A & B tina Dr.	Lexington County Common Pleas	pending
countrywide Home Loan Servicing, LP vs. Albert ajerry Sanders, 405 E Columbia Ave, LLC 2009CP3200528	foreclosure	Lexington County Common Pleas	pending
BB&T vs. Albert Jerry Sandres, and Sanders Land Holding, LLC 2009CP3204630	foreclosure	Lexington County Common Pleas	pending
SC State Credit Union vs. Albert Jerry Sanders 2009CP3204832	collection	Lexington County Common Pleas	pending

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

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

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
Sanders Home Place, LLC debtor 100% member	January 6, 2009	1/2 Interest in real property located at 131 E. Chateau Dr., W. Columbia, SC
Sanders Land Holding, LLC Debtor's Mom owns 100% of LLC	June 27, 2008	real estate located at 221 Pine Ridge, W. Columbia, SC
Sanders Home Place, LLC debtor 100% member LLC	January 6, 2009	1' strip running behind 131, 135, and 139 E Chateau
Sanders Land Holding, LLC Joan Sanders, debtor's mom, 100% member	May 30, 2007	1/2 interest in 2.26 acres, located at corner of Princeton Rd. & Princeton Dr., Lexington county, SC
Sun Haven, LLC debtor 100% member	April 8, 2008	1.36 acres, Princeton Rd., Lexington County, SC
Sun Haven, LLC debtor 100% member	November 26, 2007	real estate located at 212 Adkins Circle, Lexington County, SC
Sun Haven LLC debtor 100% member	January 10, 2008	real estate located at 228 Adkins Circle, Lexington County SC
South Carolina Homes & Land, LLC debtor 100% member	August 19, 2008	real estate located at 100 Crestline, Lexington County, SC
Cottage Road Land Holding, LLC debtor 100% member	June 20, 2008	146 Cottage Rd., Lexington County, SC
Cottage Road Land Holding, LLC debtor 100% member	July 2, 2008	148 Cottage Rd., Lexington County, SC
Cottage Road Land Holding, LLC debtor 100% member	June 20, 2008	152 Cottage Rd., Lexington County, SC
Cottage Road Land Holding, LLC debtor 100% member	January 10, 2008	156 Cottage Rd., Lexington County, SC
AJS Properties of SC, LLC Joan Sanders, debtor's mom, 100% member	December 4, 2009	148 Cottage Rd., Lexington County, SC transfer from Cottage Road Land Holding, LLC
AJS Properties of SC, LLC Joan Sanders, debtor's mom, 100% member	December 4, 2009	152 Cottage Road, Lexington County, SC transfer from Cottage Road Land Holding, LLC
AJS Properties of SC, LLC Joan Sanders, debtor's mom, 100% member	December 4, 2009	156 Cottage Rd., Lexington county, SC transfer from Cottage Road Land Holding, LLC

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
Hillcreek Farm, LLC	July 24, 2007	10 acres, Princeton Rd., Lexington County, SC
Joan Sanders, debtor's mom, 100% member		
350 East Columbia Ave., LLC	October 28, 2008	405 East Columbia Ave., Lexington County, SC
debtor 100% member		
South Carolina Homes & Land, LLC	August 19, 2008	205 Pine Ridge, Lexington County, SC
debtor 100% member		
1114 Courtney Dr., LLC	January 9, 2009	1114 Courtney Dr., Lexington, SC
debtor 100% member		
Calks Ferry Rd., LLC	November 6, 2008	2280 Calks Ferry Rd., Lexington, SC
debtor 100% member		
South Carolina Homes & Land, LLC	June 27, 2008	343 Mills St, Lexington, SC
debtor 100% member		
A & J Electrical Services, LLC	February 11, 2009	real estate at Broad & Main St., Gilbert, SC
Joan Sanders, debtor's mom, 100% member		
Tina Dr. & Dunbar Rd. Land Holding, LLC	January 10, 2008	Tracts A & B, located at Tina Drive & Dunbar Rd., Lexington County, SC
debtor 100% member		
Pescio	07/07/08	124 Shellcracker Rd., Saluda county, SC \$162,000
none		
AJS Properties, LLC	5/28/08	houses & 4.12 acres 234 & 243 Blanton St. assumption of debt
debtor's mother, Joan, 100% member		

- 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

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

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
Carolina First		Important papers	

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

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

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

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

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

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

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
1114 Courtney Dr., LLC			real estate holdings & managment	1/8/09 to date
450 East Columbia Ave., LLC			real estate holdings & managment	10/06/06 to date
Calks Ferry Rd., LLC			real estate holdings & managment	10/30/08 to date
Cottage Road Land Holding, LLC			real estate holdings & managment	10/29/07 to date
Sanders Home Place, LLC			real estate holdings & managment	10/22/08 to date
South Carolina Homes & Land, LLC			real estate holdings & managment	03/07/08 to date
Sun Haven LLC			real estate holdings & managment	02/25/05 to date
Tina Dr. & Dunbar Rd. Land Holding, LLC			real estate holdings & managment	10/29/07
AJS Properties, LLC			real estate holdings & managment	03/25/04 to date
AJS Construction, LLC			construction services	06/10/08 to date

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
Vending Plus, Inc			vending machines	12/4/98
Carlz Group, LLC			purchase real estate	9/3/08 to 4/21/09
AJS Electrical Services, LLC			electrical services	08/06/07
AJS Plumbing Services, LLC			plumbing services	05/31/07 to date
Princeton Rd Landing Holding, LLC			real estate holdings & managment	1/27/09 to date

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

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 April 5, 2010

Signature /s/ Albert Jerry Sanders, Jr
Albert Jerry Sanders, Jr
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

U.S. BANKRUPTCY COURT
District of South Carolina

COPY

Case Number: 09-09094-dd

ORDER GRANTING MOTION TO CONVERT CASE

The relief set forth on the following pages, for a total of 10 pages including this page, is hereby **ORDERED**.



FILED BY THE COURT
04/29/2010



Entered: 04/29/2010

A handwritten signature in black ink, appearing to be "S. R. O.", written over a horizontal line.

US Bankruptcy Court Judge
District of South Carolina

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

In re:

Albert J. Sanders, Jr.

Case No. 09-09094-dd
Chapter 11

Debtor.

ORDER GRANTING MOTION TO CONVERT CASE

This matter came before the Court on the motion of the United States Trustee (UST) for entry of an order converting this case to one under chapter 7 pursuant to 11 U.S.C. § 1112(b)(1) and (4)(A, B, C, F and H), 28 U.S.C. § 586, and 11 U.S.C. § 307 (the "Motion"). This is a core proceeding and this Court has jurisdiction to determine this matter pursuant to 28 U.S.C. § 157(b)(2) and Local Civil Rule 83.x.01, DSC. The debtor objected to the Motion and hearings were held on March 30, 2010 and April 19, 2010. Based on the arguments and pleadings of counsel and the evidence submitted to the Court, the Court makes the following findings of fact and conclusions of law:

Findings of Fact

At the hearings on March 30, 2010 and April 19, 2010, Julie Smoak, a bankruptcy analyst with the United States Trustee's Office, and Albert J. Sanders, Jr. were called as witnesses and testified in this matter.

The debtor filed for relief under chapter 11 of the Bankruptcy Code on December 4, 2009. The debtor was a pro se debtor at the time of the petition. The debtor has remained in possession since filing. On February 18, 2010, Reid Smith was approved as debtor's counsel in this matter.

When the debtor filed his bankruptcy petition on December 4, 2009, the bankruptcy

schedules and statements were not filed. The debtor's bankruptcy schedules and statements were filed on December 18, 2009..

On January 5, 2010, the Court held a status hearing and the debtor was required to pay remaining filing fees within 10 days. The debtor complied with this requirement. The Court encouraged the debtor to obtain counsel and generally inquired as to debtor's business and financial affairs.

On January 5, 2010, the UST had an initial debtor interview (IDI) with the debtor. Mrs. Smoak testified that at an IDI, the administrative requirements of a chapter 11 case are explained to debtors and any deficiencies in the schedules and statements are discussed. Mrs. Smoak testified that the notes from the IDI for this debtor indicated that numerous deficiencies in the schedules and statements were discussed and the debtor was instructed to correct the majority of the deficiencies by the first meeting of creditors to be held on January 11, 2010.

On January 11, 2010, the debtor had not amended the schedules and statements and requested a continuance of the first meeting of creditors to allow him an opportunity to retain counsel. The first meeting of creditors was continued to January 27, 2010.

At the continued first meeting of creditors, the debtor still had not retained counsel. The first meeting of creditors was conducted. Mrs. Smoak testified she was present at the continued first meeting of creditors and that the debtor was instructed to amend his schedules and statements within 10 days of the continued first meeting of creditors. Some of the deficiencies noted were: (1) the bankruptcy petition improperly reflected the case as a single asset real estate case; (2) the debtor did not declare any exemptions; (3) business entities owned by the debtor needed to be added to Schedule B; (4) a breakdown of the business income and expenses needed to be attached to the schedules; (5) executory contracts and unexpired leases needed to be

disclosed on schedule G; (6) questions 1 - 3 of the statement of financial affairs needed to be completed; (7) relatives staying in rental houses rent free needed to be disclosed; (8) transfers of money or payments on behalf of the mother of the debtor's son needed to be disclosed; (9) foreclosures needed to be listed on the statement of financial affairs, and (10) any other omission or error needed to be corrected. Amended schedules and statements had not been filed at the time of the March 30, 2010 hearing.

According to Mrs. Smoak, the debtor was also reminded at the continued first meeting of his administrative duties which include the filing of monthly operating reports and the payment of quarterly fees. At the time of the March 30, 2010 hearing, the debtor had failed to file any monthly operating reports. The debtor had remitted \$325 as a quarterly fee for the fourth quarter of 2009, but Mrs. Smoak testified that without the monthly operating report there is no way to verify the sufficiency of the amount remitted, as the proper fee is determined based on disbursement of funds.

At the hearing on March 30, 2010, Mrs. Smoak testified that she had reviewed the Lexington County South Carolina real property records, the records from the South Carolina Secretary of State's Office and the public index for Lexington County. She testified that the Lexington County real property records reflected that the debtor had listed real property on schedule A that was not titled in his name individually, that he had omitted at least one real property that was titled in his name individually, and that there had been multiple transfers of real property in the two years before the bankruptcy petition to entities for which the debtor appeared as the registered agent. The transfers were not listed on the schedules and statements. The Secretary of State's Office indicated the debtor was the registered agent for approximately 20 companies, none of which were listed on Schedule B. Mrs. Smoak also stated that the debtor

testified at the first meeting of creditors that he had no ownership interest in the companies and they were all companies owned by his ex-wife or mother¹.

Mrs. Smoak testified that in reviewing the real property records she discovered documents the debtor had signed in which he purported to be the owner of the companies in which he now denied having an ownership interest. Mrs. Smoak stated that the real property records also showed a transfer of property from South Carolina Homes & Land, LLC² to Angie Stokes on December 30, 2009, after the bankruptcy was filed.

Mrs. Smoak testified that the public index for Lexington County indicated a lawsuit was pending between the debtor and the Town of Gilbert. The lawsuit was not listed on the schedules and statements and the real property that was subject to the lawsuit had been transferred to A&J Electrical Services, LLC on February 10, 2009.

The debtor acknowledged in his testimony on March 30, 2010, that he had several rental properties in which relatives were living and had not been paying rent. He had testified at the first meeting of creditors that the relatives would begin paying rent in February but that had not occurred at the time of the March 30 hearing.

The debtor stated he has a seventh grade education and that in his 34 years of marriage his ex-spouse handled all financial matters. He testified that his financial troubles resulted from his difficulties in sorting out how to manage the various properties following his divorce.

The debtor acknowledged that he did not have insurance on the majority of the properties and was relying on force placed insurance by the secured creditors.

¹The UST also played a portion of the recording from the first meeting of creditors in which the debtor testified that he has no ownership interest in the companies.

²South Carolina Homes & Land, LLC is one of the businesses to whom the debtor had transferred real property in the last two years.

The debtor was unable to state how much money had been collected from the rental properties since the bankruptcy filing. The debtor was also unable to answer how much the rental income from the properties was on a monthly basis.

The Court finds that the debtor is not financially sophisticated and does not appear capable of managing his properties. The debtor testified that his mother paid the money to his attorney to assist in the bankruptcy as he did not have the funds to do so. The debtor was unable to state how he would pay for an accountant to assist him.

At the March 30, 2010 hearing, the Court found the UST had met his burden of demonstrating cause for the conversion of this case. However, the Court continued the hearing to April 19, 2010 to allow the debtor until April 5, 2010 to cure all deficiencies.

At 4:41 pm on April 5, 2010, the debtor filed his outstanding monthly operating reports, and at 9:28 pm on April 5, 2010, the amended schedules and statements were filed.

The debtor agrees that thereafter, at 8:44 am on April 6, 2010, the UST requested copies of all checks received since the filing of the bankruptcy petition, copies of all checks written by the debtor since the filing of the bankruptcy petition, an identification of the property sold post-petition (because the debtor had checked a box in the monthly reports indicating that property had been sold), and an identification of what pre-petition debts were paid post-petition (again because the debtor had checked a box on the monthly operating reports indicating the payment of pre-petition debts). Mrs. Smoak testified that the UST renewed these requests for information on April 12, 2010 and April 14, 2010. At 7:34 pm on April 14, 2010, emails containing the requested copies of checks were forwarded. Additional bank statements from businesses which the debtor acknowledged he owned were sent on April 16. On April 18, the budget was sent to the UST.

The UST argued that the filing on April 5, 2010 was insufficient to meet the Court's deadline to cure deficiencies because the information was incomplete and that the information provided raised additional questions.

The checks received by the debtor post-petition were admitted into evidence by stipulation of the parties. The checks disclosed two additional businesses (i.e., Manchester Properties, LLC and Cimmaron MHP Rentals, LLC) which the debtor testified were owned by his ex-wife. Manchester Properties, LLC was the entity to whom four rental checks regarding the debtor's rental property were made payable. The majority of the rental checks were made payable to AJS Rental Properties which the debtor also did not mention on the amended schedules and statements. The checks received by debtor included checks issued by the South Carolina Housing Finance and Development Authority. However, the debtor has never amended schedule G to reflect any unexpired leases or executory contracts with the State or with other entities.

The debtor's budget included income from rental units for which the debtor acknowledged he had not received any rent payments post-petition or for which the rent payment was made directly to the mortgage holder and therefore was not available to pay budgeted expenses.

Mrs. Smoak testified at the hearing on April 19, 2010 that many deficiencies remained on the schedules and statements including the failure to amend schedule I and J to provide detailed information on income and expenses and the failure to amend schedule G to add unexpired leases and executory contracts. Mrs. Smoak also testified that the monthly operating reports were deficient as filed as they failed to provide sufficient detail of the debtor's income and expenses.

The debtor acknowledged in his testimony that the monthly operating reports covered the period of the first of the month through the end of the month but the bank statements attached to the February monthly operating report covered the period of February 23 through March 23. In other words, the documentation of income and expenses does not match the proper reporting period.

It was not clear from the debtor's testimony what income was due to him as opposed to income that was due to companies owned by his ex-wife, mother, or other entities. The debtor also did not adequately demonstrate what income was available to fund the bankruptcy case, his reasons for failing to cure all deficiencies on the schedules and statements, the reason the monthly operating reports did not include adequate information or even information that corresponded to the correct period covered by the monthly operating report, or how the debtor would be able to manage the requirements of a debtor in a chapter 11 bankruptcy case.

Mrs. Smoak testified at the March 30 hearing that at least one secured creditor had filed a statement that it did not consent to the use of its cash collateral. At the time of the hearing on April 19, 2010, the debtor still had not filed any motions to use cash collateral.

Conclusions of Law

11 U.S.C. § 1112(b)(1) provides that a debtor's case may be dismissed or converted for "cause". Cause is defined in 11 U.S.C. § 1112(b)(4) to include:

- (A) substantial or continuing loss or diminution of the estate and the absence of reasonable likelihood of rehabilitation;
- (B) gross mismanagement of the estate;
- (C) failure to maintain appropriate insurance that poses a risk to the estate or to the public;
- (F) unexcused failure to satisfy timely any filing or reporting requirement established by

this title or by any rule applicable to a case under this chapter; and

(H) failure to timely provide information or attend meetings reasonably requested by the United States trustee.

Courts are given broad discretion in determining what may constitute sufficient cause for the dismissal or conversion of a case. Toibb v. Radloff, 501 U.S. 157, 165 (1991).

Here, the debtor has failed to timely satisfy the filing requirements established by Title 11. Section 521(a)(1)(B) of Title 11 requires the debtor to file a schedule of assets and liabilities. The schedules and statements must be accurate. "Bankruptcy is a give-and-take process, and, in order for debtors to receive the benefits and protections of the Bankruptcy Code, they must fulfill their role of complete disclosure to their creditors and the Court." In re Justice, C/A No. 02-01524-jw, slip op. at 7 - 8 (Bankr. D.S.C. 8/29/2002). "[T]he Court will not be placed in the position of ferreting the truth from inaccurate and misleading information supplied by debtors and their counsel." In re Boland, C/A/ No. 01-03911-wb slip op. at 2 (Bankr. D.S.C. 5/24/2001). In Justice, the Court found that the inaccurate information in the bankruptcy schedules and statements created a prejudicial delay to the creditors and, in part, constituted cause for conversion. Similarly here, the debtor has been either unable or unwilling to fulfill his duty to provide complete and accurate information in his schedules and statements. The debtor has been in bankruptcy for over four months yet he has failed to file accurate and complete schedules and statements. As such, creditors and parties in interest are prejudiced and deprived of an opportunity to understand the debtor's financial picture. Such conduct constitutes cause for conversion under 11 U.S.C. § 1112(b)(4)(F).

It is unclear what income belongs to the estate and how the income is being used. It is apparent that some estate funds are being collected and used by the debtor but it is not clear

whether the use of such funds is appropriate. Moreover, as the income the debtor derives is likely to be subject to the pledge or assignment of such rents, it appears that the creditor's interest in cash collateral has been jeopardized by the debtor's actions without Court authority or consent of the creditors. It appears that the debtor remaining in Chapter 11 is likely to result in a continuing loss and diminution of the estate and is cause as provided in 11 U.S.C. § 1112(b)(4)(A). Moreover, it does not appear that the debtor has a reasonable likelihood of reorganizing.

Cause for conversion under 11 U.S.C. § 1112(b)(4)(H) also exists as debtor's the late filed monthly operating reports are deficient. The UST and creditors and parties in interest have not been provided sufficient information regarding the debtor's activities for the four months he has enjoyed the protections of bankruptcy.

Cause for conversion under 11 U.S.C. § 1112(b)(4)(C) also exists as the debtor testified that he has no insurance on the real property but relies on the secured creditors maintaining force placed insurance. Such insurance generally protects the interest of lien-holders but not the interests of the debtor or the bankruptcy estate.

The UST has indicated that conversion of this case to chapter 7 appears to be in the best interest of creditors. Based on the record, the Court agrees with this recommendation.

The debtor has enjoyed the protections afforded to him under the Bankruptcy Code while failing to meet his duties. His conduct constitutes cause requiring the conversion of his case.

NOW THEREFORE IT IS ORDERED THAT this case should be, and hereby is, converted to chapter 7 pursuant to the provisions of 11 U.S.C. § 1112(b)(1) and (4)(A, C, F and H).

AND IT IS SO ORDERED.

Case 09-09094-dd Doc 146-1 Filed 04/29/10 Entered 04/29/10 11:14:19 Desc PDF
Document as Notice: Notice Recipients Page 1 of 3
Notice Recipients

District/Off: 0420-3
Case: 09-09094-dd

User: weathers
Form ID: pdf01

Date Created: 4/29/2010
Total: 150

Recipients submitted to the BNC (Bankruptcy Noticing Center) without an address:

541289529 AT
541289527 LEXINGTON MEDICAL CENTER

TOTAL: 2

Recipients of Notice of Electronic Filing:

ust	US Trustee's Office	USTPRegion04.CO.ECF@usdoj.gov
aty	B-Line, LLC	bline.chapter13@blinelc.com
aty	Lexington County Treasurer	chamilton@lex-co.com
aty	Brian S. Tatum	bstatum@tatumlegal.com
aty	Dean R. Prober	cmartin@pprlaw.net
aty	Edward L. Grimsley	egrimsley@grimsleylaw.com
aty	Elizabeth R. Polk	betsyp@scottlaw.com
aty	Janet B. Haigler	jhaigler@funkellaw.com
aty	Janet B. Haigler	jhaigler@funkellaw.com
aty	Joseph F. Buzhardt, III	USTPRegion04.CO.ECF@usdoj.gov
aty	Linda Barr	linda.k.barr@usdoj.gov
aty	Michael H. Weaver	mweaver@mcnair.net
aty	Reid B. Smith	reid@pricebirdlaw.com
aty	Reid B. Smith	reid@pricebirdlaw.com
aty	Robert P. Wood	wood@rtt-law.com

TOTAL: 15

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db	Albert J. Sanders, Jr.	131 E Chateau Drive	West Columbia, SC 29170
cr	South Carolina Bank and Trust, N.A.	c/o Grimsley Law Firm, LLC	PO Box 11682 Columbia, SC 29211
cr	Aurora Loan Services, LLC, isaoa	2617 College Park	Scottsbluff, NE 69361-2294
cr	One West Bank, FSB	1587 Northeast Expressway	Atlanta, GA 30329
cr	BAC Home Loans Servicing, LP	c/o Polk, Prober & Raphael	20750 Ventura Blvd. #100 Woodland Hills, Ca 91367
cr	Branch Banking and Trust Company	Post Office Box 1847	Wilson, NC 27894
cr	Carolina First Bank	c/o Rogers Townsend & Thomas, PC	Post Office Box 100200 Columbia, SC 29202
aty	Reid B. Smith	Price, Bird, Smith and Boulware, PA	1712 Saint Julian Place, Suite 102 Columbia, SC 29204
cr	LEXINGTON COUNTY TREASURER	212 S LAKE DR	LEXINGTON, SC 29072
cr	Wachovia Bank, N.A., isaoa	PO Box 13765, VA 7359	Roanoke, VA 24037-3765
cr	Real Time Resolution, Inc.	1750 Regal Row, Ste 120	PO Box 36655 Dallas, TX 75235
cr	Roundup Funding, LLC	MS 550 PO Box 91121	Seattle, WA 98111-9221
541289525	ADVANTA BUSINESS CARDS	PO BOX 8088	PHILADELPHIA PA 19101
541289460	ALLIED INTERSTATE INC	PO BOX 361774	COLUMBUS OH 43236
541289490	ALLIED INTERSTATE INC	PO BOX 361774	COLUMBUS OH 43236
541289522	ALLIED INTERSTATE INC	PO BOX 361774	COLUMBUS OH 43236
541289539	ALLIED INTERSTATE INC	PO BOX 361774	COLUMBUS OH 43236
541289526	AMCOL SYSTEMS INC	AKA LEXINGTON MEDICAL CENTER	PO BOX 21625 COLUMBIA SC 29221
541289540	AMERICAN EXPRESS	PO BOX 650448	DALLAS TX 75265-0448
541289546	AMERICAN EXPRESS	PO BOX 650448	DALLAS TX 75265-0448
541289528	ATLANTA LAW GROUP PC	AKA AT PO BOX 468569	ATLANTA GA 31146
541340193	Advanta Bank Corp	c/o Becket and Lee LLP POB 3001	Malvern PA 19355-0701
541353094	American Express Bank FSB	c/o Becket and Lee LLP POB 3001	Malvern PA 19355-0701
541303270	Aurora Loan Service	PO Box 1706	Scottsbluff NE 69363
541309773	Aurora Loan Services, LLC, isaoa	2617 College Park	Scottsbluff NE 69361-2294
541344310	BAC Home Loans Servicing, LP	1757 Tapo Canyon Road	Simi Valley, CA 93063 Mail Code CA6-913-01-01
541289493	BANK LOAN	ADVANTA BUSINESS CARDS	PO BOX 8088 PHILADELPHIA PA 19101
541289461	BANK LOAN	AMERICAN EXPRESS	PO BOX 650448 DALLAS TX 75265-0448
541289472	BANK LOAN	BANK OF AMERICA	BUSINESS CARD PO BOX 15710
541289459	BANK LOAN	BANK OF AMERICA	BUSINESS CARD PO BOX 15710 WILMINGTON DE 19886-5710
541289489	BANK LOAN	BANK OF AMERICA	BUSINESS CARD PO BOX 15710 WILMINGTON DE 19886-5710
541289469	BANK LOAN	BANK OF AMERICA	PO BOX 15102 WILMINGTON DE 19886-5102
541289485	BANK LOAN	BANK OF AMERICA	PO BOX 15726 WILMINGTON DE 19886-5726
541289488	BANK LOAN	BANK OF AMERICA	PO BOX 15726 WILMINGTON NC 19886-5726
541289477	BANK LOAN	BB PO BOX 200	WILSON NC 27894-0200
541289481	BANK LOAN	BBTFINANCIAL FSB	PO BOX 580-435 CHARLOTTE NC 28258-0435

254

Document as Notice: Notice Recipients Page 2 of 3

541289491	BANK LOAN	CAPITAL ONE BANK	PO BOX 71083	CHARLOTTE NC 28272-1083
541289479	BANK LOAN	CHASE	CARDMEMBER SERVICE	PO BOX 15153 WILMINGTON DE 19886-5153
541289483	BANK LOAN	CHASE	CARDMEMBER SERVICE	PO BOX 15153 WILMINGTON DE 19886-5153
541289486	BANK LOAN	CHASE	CARDMEMBER SERVICE	PO BOX 15153 WILMINGTON DE 19886-5153
541289473	BANK LOAN	FIRST EQUITY CARD CORP	PO BOX 23029	COLUMBUS GA 31902-3029
541289467	BANK LOAN	STATE CREDIT UNION	PO BOX 726	COLUMBIA SC 29202
541289475	BANK LOAN	WELLS FARGO	PAYMENT REMITTANCE CENTER	PO BOX 6426 CARP STREA O 60197-6426
541289552	BANK OF AMERICA	BUSINESS CARD	PO BOX 15710	
541289521	BANK OF AMERICA	BUSINESS CARD	PO BOX 15710	WILMINGTON DE 19886-5710
541289538	BANK OF AMERICA	BUSINESS CARD	PO BOX 15710	WILMINGTON DE 19886-5710
541289547	BANK OF AMERICA	BUSINESS CARD	PO BOX 15710	WILMINGTON DE 19886-5710
541289549	BANK OF AMERICA	PO BOX 15102	WILMINGTON DE 19886-5102	
541289516	BANK OF AMERICA	PO BOX 15726	WILMINGTON DE 19886-5726	
541289519	BANK OF AMERICA	PO BOX 15726	WILMINGTON NC 19886-5726	
541289536	BB	CONSTANT CREDIT	PO BOX 200	WILSON NC 27894-0200
541289495	BB	PO BOX 580048	CHARLOTTE NC 28258	
541289506	BB	PO BOX 580048	CHARLOTTE NC 28258	
541289502	BB	PO BOX 580050	CHARLOTTE NC 28258	
541289509	BB	PO BOX 580048	CHARLOTTE NC 28258	
541303266	BB	PO Box 2306	Wilson NC 27894	
541374473	BBTBankruptcy	P.O. Box 1847	Wilson, NC 27894	
541313846	BBTBankruptcy	PO Box 1847	Wilson, NC 27894-1847	
541289512	BBTFINANCIAL FSB	PO BOX 580-435	CHARLOTTE NC 28258-0435	
541289542	BP	PO BOX 70887	CHARLOTTE NC 28272-0887	
541303269	Bank of America	PO Box 5170	Simi Valley CA 93062	
541362303	Bank of America Servicing, LP	c/o BAC Home Loans Servicing, LP	1757 Tapo Canyon Road	Mail
	Stop:CA6-913-LB-11	Simi Valley, CA 93063		
541289471	CAPITAL MANAGEMENT SERVICES LP	726 EXCHANGE STREET STE 700	BUFFALO NY 14210	
541289551	CAPITAL MANAGEMENT SERVICES LP	726 EXCHANGE STREET STE 700	BUFFALO NY 14210	
541289523	CAPITAL ONE BANK	PO BOX 71083	CHARLOTTE NC 28272-1083	
541319489	CAPITAL ONE BANK USA, N.A.	BY AMERICAN INFOSOURCE LP AS AGENT	PO Box 71083 Charlotte, NC 28272-1083	
541289497	CAROLINA FIRST	PO BOX 100201	COLUMBIA SC 29202	
541289505	CAROLINA FIRST	PO BOX 100201	COLUMBIA SC 29202	
541289507	CAROLINA FIRST	PO BOX 100201	COLUMBIA SC 29202	
541289510	CHASE	CARDMEMBER SERVICE	PO BOX 15153 WILMINGTON DE 19886-5153	
541289514	CHASE	CARDMEMBER SERVICE	PO BOX 15153 WILMINGTON DE 19886-5153	
541289517	CHASE	CARDMEMBER SERVICE	PO BOX 15153 WILMINGTON DE 19886-5153	
541289468	CREDITORS FINANCIAL GROUP LLC	3131 SOUTH VAUGHN WAY STE 110	AURORA CO 80014	
541289548	CREDITORS FINANCIAL GROUP LLC	3131 SOUTH VAUGHN WAY STE 110	AURORA CO 80014	
541289487	CREDITORS FINANCIAL GROUP LLC	PO BOX 440290	AURORA CO 80044-0290	
541289518	CREDITORS FINANCIAL GROUP LLC	PO BOX 440290	AURORA CO 80044-0290	
541317578	Chase Bank USA, N.A.	PO Box 15145	Wilmington, DE 19850-5145	
541289553	FIRST EQUITY CARD CORP	PO BOX 23029	COLUMBUS GA 31902-3029	
541289498	FIRST PALMETTO	PO BOX 430	CAMDEN SC 29020	
541289508	FIRST PALMETTO	PO BOX 430	CAMDEN SC 29020	
541298146	FIRST PALMETTO	PO BOX 430	CAMDEN SC 29021-0430	
541289492	FIRSTSOURCE ADVANTAGE LLC	PO BOX 628	BUFFALO NY 14240-0628	
541289524	FIRSTSOURCE ADVANTAGE LLC	PO BOX 628	BUFFALO NY 14240-0628	
541289484	FREDERICK J HANNA & ASSOCIATES PC	1427 ROSWELL ROAD	MARIETTA GA 30062	
541289515	FREDERICK J HANNA & ASSOCIATES PC	1427 ROSWELL ROAD	MARIETTA GA 30062	
541323039	First Equity Card	c/o Creditors Bankruptcy Service	P.O.Box 740933	Dallas, TX 75374
541289501	INDYMAC	PO BOX 2971	PHOENIX AZ 85062	
541303265	IndyMac	6900 Beatrice Dr	Kalamazzo MI 49009	
541303271	IndyMac	6900 Beatrice Drive	Kalamazzoo MI 49009	
541303267	IndyMac Mortgage	PO Box 4045	Kalamazzoo MI 49003-4045	
541303272	Kenneth Matthews	Attorney At Law	1331 Luarel Street	Columbia SC 29201
541289531	LAMONT HANLEY & ASSOCIATES INC	THE HARTFORD	PO BOX 179	MANCHESTER NH 03105
541290537	LEXINGTON COUNTY TREASURER	212 SOUTH LAKE DRIVE	LEXINGTON, SC 29072	
541289544	LOWES	PO BOX 530970	ATLANTA GA 30353-0970	
541289534	MAGIC TOUCH ENTERPRISES	836 SOX STREET	WEST COLUMBIA SC 29169	
541289462	NATIONWIDE CREDIT INC	PO BOX 740640	ATLANTA GA 30374-0640	
541289541	NATIONWIDE CREDIT INC	PO BOX 740640	ATLANTA GA 30374-0640	
541289511	NORTHSTAR LOCATION SERVICES LLC	ATTENTION FINANCIAL SERVICES DEPTMENT	4285 GENESEE ST	CHEEKTOWAGA NY 14225-1943
541289480	NORTHSTAR LOCATION SERVICES LLC	ATTENTION: FINANCIAL SERVICES	DEPTMENT 4285 GENESEE ST	CHEEKTOWAGA NY 14225-1943
541289533	OSWALD LUMBER INC	PO BOX 3129	BATESBURG LWWSVILLE SC 29070-1129	

Document as Notice: Notice Recipients Page 3 of 3

541332525 OSWALD WHOLESALE LUMBER INC ROBERT M COOK II ESQ PO BOX
2559 BATESBURG-LEESVILLE SC 29070

541318396 One West Bank, FSB 888 East Walnut Street Pasadena, CA 91101
541341641 One West Bank, FSB Attn: Cashiering Dept. 6900 Beatrice Drive Kalamazoo, MI 49009

541289532 PASCON LLC 2111 TWO NOTCH ROAD LEXINGTON SC 29072
541289464 PENTAGROUP FINANCIAL LLC PO BOX 742209 HOUSTON TX 77274-2209
541289543 PENTAGROUP FINANCIAL LLC PO BOX 742209 HOUSTON TX 77274-2209
541289476 PRIMARY FINANCIAL SERVICES 3115 NORTH 3RD AVE STE 112 PHOENIX ARIZONA
85013

541289556 PRIMARY FINANCIAL SERVICES 3115 NORTH 3RD AVENUE STE 112 PHOENIX AZ
85013

541289466 PROFESSIONAL BUREAU COLLECTIONS OF MARYLAND INC PO BOX 4157 GREENWOOD
VILLAGE CO 80155-4157

541289545 PROFESSIONAL BUREAU COLLECTIONS OF MARYLAND INC PO BOX 4157 GREENWOOD
VILLAGE CO 80155-4157

541380783 Real Time Resolutions, Inc. 1750 Regal Row Suite 120 PO Box 36655 Dallas Texas 75235
541399177 Roundup Funding, LLC MS 550 PO Box 91121 Seattle, WA 98111-9221

541289503 SCB PO BOX 100115 COLUMBIA SC 29202
541303268 SCB PO Box 2486 Orangeburg SC 29116

541289550 SHELL FLEET PO BOX 183019 COLUMBUS OH 43218-3019

541289474 SMITH DEBNAM ATTORNEYS AT LAW PO BOX 26268 RALEIGH NC 27611-6268
541289554 SMITH DEBNAM ATTORNEYS AT LAW PO BOX 26268 RALEIGH NC 27611-6268
541289482 SMITH DEBNAM ATTORNEYS AT LAW PO BOX 26268 RALEIGH NC 27611-6268
541289513 SMITH DEBNAM ATTORNEYS AT LAW PO BOX 26268 RALEIGH NC 27611-6268
541289535 STATE CREDIT UNION LINE OF CREDIT PO BOX 726 COLUMBIA SC 29202
541289520 STATE CREDIT UNION VISA PO BOX 96099 CHARLOTTE NC 28296-0099
541289530 THREE FOUNTAINS ACE HARDWARE 2930 EMANUEL CHURCH ROAD WEST COLUMBIA SC
29170

541289463 TRADE DEBT BP PO BOX 70887 CHARLOTTE NC 28272-0887
541289465 TRADE DEBT LOWES PO BOX 530970 ATLANTA GA 30353-0970
541289470 TRADE DEBT SHELL FLEET PO BOX 183019 COLUMBUS OH 43218-3019

541289494 WACHOVIA PO BOX 50010 ROANOKE VA 24002
541289496 WACHOVIA PO BOX 530554 ATLANTA GA 30353
541289499 WACHOVIA PO BOX 530554 ATLANTA GA 30353
541289500 WACHOVIA PO BOX 96074 CHARLOTTE NC 28296

541289555 WELLS FARGO PAYMENT REMITTANCE CENTER PO BOX 6426 CARP STREA O
60197-6426

541293691 Wachovia Bank, N. A. P.O. Box 13765-R4057-01P Roanoke, Va. 24037-3765
541294368 Wachovia Bank, N. A. P.O. Box 13765-R4057-01P Roanoke, Va. 24037-3765
541351759 Wells Fargo Bank, N.A. BDD Bankruptcy Dept, MAC S4101-08C 100 W. Washington
Street Phoenix, AZ 85003

TOTAL: 133

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

COPY

IN RE:)
) Case No. 09-09094-dd
) Chapter 7
Albert J. Sanders, Jr.,)
)
Debtor.)
) **AMENDED¹ NOTICE OF MOTION FOR
RELIEF FROM AUTOMATIC
STAY (11 U.S.C. §362)**

TO: DEBTOR, TRUSTEE, AND THOSE NAMED IN THE ATTACHED MOTION

PLEASE TAKE NOTICE THAT a hearing will be held on the attached Motion on:

Date: June 7, 2010

Time: 9:00 AM

Place: US Bankruptcy Court, 1100 Laurel Street, Columbia, SC 29201

Within fourteen (14) days after service of the attached Motion, the Notice of Motion, the Movant's Certification of Facts, 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 and 2 above at the address shown below; and
- (4) File a certificate of such service 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: April 30, 2010

MOVANT: Wells Fargo Bank, N.A. as successor in interest by merger with Wachovia Bank, N.A., its successors and/or assigns, ("WFB")

ATTORNEY: Janet B Haigler

ATTORNEY'S ADDRESS:

Janet B Haigler
P.O. Box 1799
Columbia, SC 29202



¹Amended in order to change hearing date; change to Chapter 7; serve Chapter 7 Trustee; correct Movant

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

IN RE:

Albert J. Sanders, Jr.,

Debtor.

) Case No. 09-09094-dd
) Chapter 11
)
)
)
)

MOTION TO MODIFY STAY

Wachovia Bank, N.A., its successors and/or assigns ("Movant") moves the Court pursuant to 11 U.S.C. Section 362(d)(1) and (2) for modification of the automatic stay issued in this case and represents as follows:

1. The above-referenced Debtor filed a petition for relief under Chapter 11 of the United States Bankruptcy Code on December 4, 2009.
2. US Trustee's Office is the Trustee of the Debtor's estate and may claim an interest in the property which is the subject of this action.
3. Movant is the holder of a secured claim against the Debtor evidenced by a note and mortgage, copies of which are attached hereto. The property covered by the mortgage is located at 212 Adkins Circle, West Columbia, Lexington County, South Carolina and is more fully described in the attached mortgage.
4. The Debtor has willfully failed to make a regular mortgage payment for June, 2009 forward. Movant has therefore not been provided adequate protection for its interest in the property and is suffering irreparable harm and injury. The Debtor has not filed a plan to date.
5. The Debtor has no equity in the subject property, and the property is not necessary for reorganization.

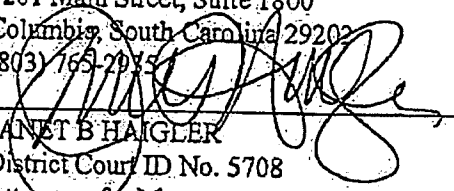
6. Movant agrees to waive any claim that may arise under 11 U.S.C. Section 503(b) or Section 507(b) as a result of this Order. The claimant further agrees that any funds realized from the foreclosure sale, in excess of all liens, costs, and expenses, will be paid to the Trustee.

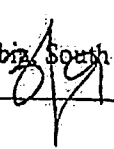
7. Due to the history of default in this case and/or prior foreclosure, Movant requests that F.R.B.P. 4001(a)(3) not be applicable in this matter and that Movant be able to immediately enforce and implement any Order modifying stay or any Settlement or Consent Order associated with this Motion to Modify Stay.

WHEREFORE, pursuant to 11 U.S.C. Section 362(d)(1) and (2), Movant hereby moves for an Order modifying the automatic stay to permit actions in State Court against the subject property and for legal fees and expenses for bringing this action, and that F.R.B.P. 4001(a)(3) be waived and not be applicable to this Motion to Modify Stay so as to allow Movant to immediately enforce and implement an Order upon entry of an Order associated with this Motion.

Finkel Law Firm, L.L.C.
Post Office Box 1799
1201 Main Street, Suite 1800
Columbia, South Carolina 29202
(803) 765-2935

BY:


JANET B. HAIGLER
District Court ID No. 5708
Attorneys for Movant

Columbia, South Carolina

2010

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

IN RE:)
) Case No. 09-09094-dd
) Chapter 11
Albert J. Sanders, Jr.,)
)
) CERTIFICATION OF FACTS
Debtor.)
_____)

In the above-entitled case, in which relief is sought by Wachovia Bank, N.A., its successors and/or assigns ("Movant") from the automatic stay provided by 11 U.S.C. §362, I hereby certify to the best of my knowledge the following:

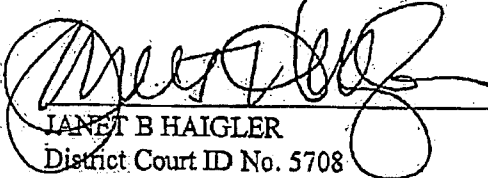
1. Nature of Movant's interest: Movant has a perfected security interest in the below-referenced property.
2. Brief Description of Security Agreement or Authority under which Interest Arises, copy attached (if applicable): See copies of note and mortgage attached.
3. Description of Property Encumbered by Stay (include serial number, lot and block number, etc.): 212 Adkins Circle, West Columbia, Lexington County, South Carolina; as more fully described in the attached mortgage.
4. Basis for Relief (property not necessary for reorganization, debtor have no equity, property not property of estate, etc.; include applicable subsection of 11 U.S.C. §362): 11 U.S.C. §362(d)(1),(2); Cause, lack of adequate protection; Property not necessary for reorganization, Debtor have no equity.
5. Prior Adjudication by Other Courts, copy attached (Decree of Foreclosure, Order for Possession, Levy of Execution, etc., if applicable): None.
6. Valuation of Property: List the value placed upon the collateral by the party filing this certification. Include the source of each value. If an appraisal, (ie: tax appraisal, Blue Book, formal appraisal), include the following information regarding each appraisal: the date and type of appraisal, the appraised value and the name and address of the appraiser.

Fair Market Value	\$42,390.00 (per debtor)
Liens (mortgages)(-)	\$46,249.33 (WB Mtg prin bal);
	\$25,310.00 (WB Mtg prin bal)*
Equity Before Exemption	\$(29,169.33)
Debtor's Exemption (-)	\$0.00
Net Equity	\$(29,169.33)*

7. Amount of Debtor's Estimated Equity (using figures from paragraph 6, supra):
\$(29,169.33)*
8. Month and Year in which first direct post-petition payment came due to Movant (if applicable). The Chapter 11 Plan has not been filed. Debtor contractually due for June, 2009 forward.
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 for which each such payment was applied.

No post-petition payments have been received. Loan is contractually due for June, 2009 forward.

(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 or debtor(s) is due as of the Date of this Motion: contractually due for June, 2009 forward


JANET B HAIGLER
District Court ID No. 5708
Attorney for Movant
Post Office Box 1799
Columbia, South Carolina 29202
(803) 765-2935

Columbia, South Carolina
3/9, 2010

*including continuing interest, legal fees and costs, escrow shortages, and any other fees and costs allowed by the note and mortgage.

NEGOTIABLE PROMISSORY NOTE (Fixed or Variable Interest Rate)																											
BK-41 RC:	LOC:	LN TP: 11	Ref. No.																								
		Date: 01/28/02	Acct. No.																								
\$ 46611.50 CREDITOR: FIRST UNION NATIONAL BANK,		301 SOUTH TRYON STREET, NC5434 CHARLOTTE, NC 28288-5434																									
BORROWER(S): ALBERT J. SANDERS 131 E CHATEAU DRIVE WEST COLUMBIA, SC 29171																											
FOR VALUE RECEIVED, I the Borrower (which means everyone who signs below as a borrower, jointly and severally), promise to pay FIRST UNION NATIONAL BANK, or order, the principal amount of this loan as stated above (the Amount Financed, plus the prepaid finance charge, if any, as disclosed in the Itemization of Amount Financed), together with interest from the date of this Note on the unpaid principal balance at the interest rate for a fixed or variable rate loan disclosed below until fully paid. "I," "me," and "my" refer to Borrower(s) while "you" and "your" refer to FIRST UNION NATIONAL BANK.																											
☒ If indicated, this is a fixed rate loan and my Interest Rate is 7.59 ☐ If indicated, this is a variable rate loan and my initial Interest Rate is which is tied to the Wall Street Journal (WSJ) "Prime Rate." The Initial Interest Rate is computed as follows: Prime Rate of _____ % Plus _____ Percentage Points.																											
ANNUAL PERCENTAGE RATE: The cost of my credit as a yearly rate.	FINANCE CHARGE: The dollar amount the credit will cost me.	AMOUNT FINANCED: The amount of credit provided to me or on my behalf.	Total of Payments: The amount I will have paid after I have made all payments as scheduled.																								
7.73 %	\$ 72818.80	\$ 45000.00	\$ 118818.80																								
I have the right to receive at this time an Itemization of the Amount Financed. ☐ I want an Itemization. ☐ I do not want an Itemization. (Initials) (Initials)																											
My payment schedule will be: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>No. of Payments</th> <th>Payment Amount</th> <th>Frequency</th> <th>Due Date</th> <th>No. of Payments</th> <th>Payment Amount</th> <th>Frequency</th> <th>Due Date</th> </tr> </thead> <tbody> <tr> <td>360</td> <td>\$330.33</td> <td>M</td> <td>03/13/02</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>\$</td> <td></td> <td></td> <td></td> <td>\$</td> <td></td> <td></td> </tr> </tbody> </table>				No. of Payments	Payment Amount	Frequency	Due Date	No. of Payments	Payment Amount	Frequency	Due Date	360	\$330.33	M	03/13/02						\$				\$		
No. of Payments	Payment Amount	Frequency	Due Date	No. of Payments	Payment Amount	Frequency	Due Date																				
360	\$330.33	M	03/13/02																								
	\$				\$																						
Variable Rate. If my loan, as indicated above, has a variable rate, my interest rate may increase during the term of my loan based on movement of the WSJ Prime Rate. My interest rate will not increase more than once each month. If my loan is secured by a principal dwelling for a term greater than one year, disclosures about the variable rate have been provided to me earlier.																											
☐ If indicated, my loan has multiple payments for a term of more than 60 months. ☐ MAXIMUM RATE. Any increase in my interest rate will increase the number of payments and may increase the payment amount. If my loan were for \$10,000 for 144 months at 12% and the interest rate increased to 12.50% in three months, my regular payment would increase by \$7.30 beginning with my Sixty-Fifth payment.																											
☐ If indicated, my loan has multiple payments for a term of 60 months or less. Any increase in my interest rate will increase the number of payments. If my loan were for \$10,000 for 60 months at 12% and the interest rate increased to 12.50% in three months I would have to make one additional payment of \$196.56. ☐ If indicated, my loan has a single payment. Any increase in my interest rate will increase the amount due at maturity. If my loan were for \$10,000 at 12% for 90 days, and my interest rate increased to 12.25% in 20 days, then my final payment would increase by \$4.80.																											
Security. I am giving a security interest in: ☐ the goods or property being purchased. ☒ other (describe): REAL ESTATE Collateral securing other loans with you may also secure this loan, except my principal dwelling or household goods.																											
Filing Fees: \$ _____ Prepayment: If I pay off early, I will not have to pay a penalty, and I may be entitled to a refund of part of any prepaid finance charge.																											
Late charges. If you receive any payment 15 days or more after the due date, I agree to pay you a late charge of 5% of my payment.																											
☐ If indicated, this loan is for the purchase of property used as my principal dwelling and someone buying my principal dwelling cannot assume the remainder of my loan on the original terms.																											
☐ If indicated, the Annual Percentage Rate does not take into account my required deposit.																											

(Page 5 of 5)

I may see my contract documents for any additional information about repayment, default, any required repayment in full before the scheduled due date, and prepayment refunds and penalties.

INSURANCE DISCLOSURES

I understand that credit life and credit disability insurance are not required to get this loan. You will not provide it unless I sign this credit insurance section and agree to pay the cost. If I want any of these insurance coverages, I must be sure that the insurance coverage I want is indicated, that the amount of the premium is filled in, and that I have signed below. If I request credit life insurance or credit disability insurance, I have the right to rescind the insurance policy or certificate of insurance by giving written notice to the insurance company within 30 days from the date I received the policy or certificate. The term and amount of any insurance I request is for the stated term/amount of this loan unless otherwise indicated below.

INSURED #1	INSURED #2	TYPE	PREMIUM	TERM IN MOS.	AMT. OF COVERAGE	DISABILITY MONTHLY BENEFIT
		Credit Life	\$		\$	
		Credit Disability	\$		\$	\$

If this loan is secured, I may obtain property insurance from any insurer I choose.

I request coverage(s) checked for the premiums shown above

Signature of Insured #1

I request coverage(s) checked for the premiums shown above

Signature of Insured #2

PROPERTY AS SECURITY

To secure payment of this Note I grant you a security interest in the collateral described below, or in the Mortgage as indicated by the date below or on Schedule A, plus all additions, replacements or accessions to, and proceeds of the collateral. This collateral will secure any other loans with you, now or in the future unless the collateral is used as a principal dwelling or household goods. Any additional collateral is listed on the attached Schedule A.

Real property located at
212 AOKINS CIRCLE

WEST COLUMBIA SC 29170

As more fully described on mortgage dated 01/23/02

If indicated, I (we) authorize you to draft all amounts due from my (our) deposit account as provided in my (our) application.

INTEREST RATE CHANGES: VARIABLE RATE: If my loan is a variable rate loan, I understand and agree that you will adjust the number and amount of my payments, the interest rate, the term to maturity and other relevant terms of my loan in accordance with your variable rate consumer lending procedures and programs, as they may change from time to time, the terms of which are described herein. My interest rate will change in an amount equal to the change in the WSJ Prime Rate. WSJ Prime Rate is announced and changed, from time to time. I understand that this rate is not represented or intended to be the lowest or most favorable rate of interest offered by you to any of your borrowers. My interest rate will be the sum of the number of percentage points, as indicated on the front of this Note, plus WSJ Prime Rate, as it may change from time to time. My interest rate may not change more than once each month during the term of my loan which will occur on the first day of each calendar month and will be based on WSJ "Prime Rate" published in the Charlotte, N.C. edition on the 25th day of the prior calendar month. If more than one rate is published, you will use the higher rate as the WSJ Prime Rate. If the 25th falls on a day when the WSJ Prime Rate is not published, the WSJ Prime Rate will be the rate published the last day prior to the 25th. Changes in the interest rate will be subject to any maximum rate stated in this Note. If no maximum interest rate is indicated, my interest rate will not exceed the highest interest rate permitted by applicable law. If the amount of any payment does not pay all interest due, you will collect the unpaid interest from future payments.

PAYMENT ADD PROVISIONS: If my loan has an original term of 60 months or less, you will extend the number of my payments if on the date of my final scheduled payment the amount of the scheduled payment will not pay the outstanding principal balance and unpaid interest. You will continue to bill me for my payment as long as any balance remains unpaid on my loan.

VARIABLE RATE PAYMENT CHANGES: If my loan is a variable rate loan with an original term of more than 60 months, the amount of my payment may change in the 61st calendar month and every 60th calendar month thereafter. Prior to each payment change date, you will calculate a payment estimated to pay the outstanding principal balance and any unpaid interest at the then current interest rate during the remaining term of the loan. My payment will never increase more than 25% of the previously calculated payment. If on any payment change date, 60 months or less remain on my loan, said payment change will be considered as the final payment change. At the final payment change, if necessary, you will increase my payment up to 25% of my previous payment and you will continue to bill me for my payment as long as any balance remains unpaid on my loan.

BALLOON NOTE PROVISIONS: If my payment schedule on this Promissory Note indicates a balloon payment (a single payment scheduled at the end of the loan term which is larger than any of the earlier scheduled payments) as a final payment, the following provisions apply: If my loan has a fixed interest rate, my payment habits and any loan extensions may change the amount of my finance charge which will be reflected in my final balloon payment. If my loan has a variable interest rate with a term of 60 months or less, my payment habits and any loan extensions or interest rate changes may change the amount of my finance charge which will be reflected in my final balloon payment. If my loan has a variable interest rate with a term of more than 60 months, the amount of my regular payment may change in the 61st calendar month and every 60th calendar month thereafter. My regular payment will never increase more than 25% of the previously calculated payment. If on any payment change date, 60 months or less remain on my loan, said payment change will be considered as the final payment change. However, after the final payment change, my payment habits and any loan extensions or interest rate changes may change the amount of my finance charge which will be reflected in my final balloon payment.

SPIN (REV 10)

Page 5 of 4

00

1-032

263

(Page 6 of 8)

INSURANCE: If I have given you a security interest in my property, I agree to keep physical damage insurance covering loss or damage to any collateral for the term of this loan. My insurance must cover any physical damage, including damage caused by flood(s), if you require such coverage. My insurance shall be maintained in the amount and for the periods that you require. If I fail to maintain adequate coverage as described above, you may, at either your option or as required by law, obtain coverage to protect your rights in accordance with other provisions of this Note. If collateral is lost, damaged or destroyed, I agree that you may use any insurance settlement either to repair the collateral or to apply it to my debt. I agree to assign the proceeds of any insurance to you to the extent of the debt I owe and agree that the insurance company may pay you directly. I agree that you have an irrevocable power of attorney to file proofs of loss and anything else necessary to obtain the insurance proceeds in my name. Loss, damage or destruction of collateral will not release me from any liability under this Note.

SECURITY AGREEMENT: If I have given you a security interest in any collateral, I pledge as security for repayment of this loan the collateral which includes any accessories, equipment, replacement parts installed in the collateral, any accessories to the collateral, and the proceeds of collateral. This security interest also covers (1) insurance premiums and other similar charges, (2) proceeds of any insurance policies or similar coverage on the collateral, and (3) proceeds of any insurance policies on my life or health which are financed in this Note. In addition, I give you a security interest in any collateral (other than household goods or principal dwelling) which secures any other loans I have with you, now or in the future. You expressly waive as collateral for this loan any security interest in collateral I use as my principal dwelling and household goods for any other existing or future transactions between us.

If I grant you a security interest in securities as collateral, I agree to deliver immediately to you, fully endorsed, any certificates for shares representing any stock dividend, and stock split-up, or a right to subscribe. I further pledge and agree to deliver to you, upon demand, additional collateral satisfactory to you and in accordance with all margin requirements.

EVENTS OF DEFAULT: I will be in default under this Note if any of the following events occur: (1) I fail to make a payment as required under this Note; (2) The prospect of payment, performance, or realization by you on my collateral is significantly impaired; or (3) I fail to perform any term(s) of any Mortgage which secures payment of the Note.

REMEDIES ON DEFAULT: If this is a consumer credit transaction which is payable in two or more installments and I fail to make any payment within 10 days of its due date, you will give me one opportunity to cure the payment default by making the payment, if (1) I do not cure the default within 20 days, (2) I am ever late with payment again, or (3) the prospect of payment or realization of collateral is significantly impaired, you may demand that this loan be paid immediately.

ATTORNEY'S FEES: If you hire an attorney to collect what I owe, I agree to pay your reasonable attorney's fees, up to 15% of the unpaid debt.

OTHER PROVISIONS: Each borrower, including co-borrower, co-signer, surety, endorser or guarantor, individually and jointly, waive presentment, demand, protest or notice of protest and any notice that you are demanding payment in full of the entire outstanding balance because of default or for any other reason. You may accept late or partial payments, even if they are marked "payment in full," without losing any of your rights. If you receive any payment 15 days or more after the due date, I agree to pay you a late charge of 5% of my payment. You may exercise your right to set off against any funds I have on deposit with you. The information in my credit application is true and complete. This note contains the entire agreement between us except, to the extent it becomes necessary, reference, for further details, is made to your variable rate consumer lending procedures and programs, as may change from time to time. Any waiver or change in the terms of this Note must be in writing and signed by you. No oral changes are binding. This Note is governed by the laws of the United States and South Carolina. Your failure to insist upon prompt payment or to enforce any other right shall not be deemed a waiver of any such right or privilege. I understand that my payment habits and any loan extensions may also change the amount of finance charge and total payments disclosed on the front of this Note. This loan cannot be assumed by any other party. If I make a payment by check and a check is returned unpaid for any reason, I agree to pay a charge of \$20 for each returned payment check. Said returned check fee may be added to my outstanding principal balance hereunder, and accrue interest at the rate provided in this note, without notice.

ARBITRATION: At my, Guarantor or your request, any controversy arising out of or relating to this loan shall be decided by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Any controversy that is related to a class action or is part of a class action shall, at my, Guarantor or your request, be referred for decision by arbitration as provided herein. A judgment upon award may be entered by any court having jurisdiction.

Notwithstanding the preceding binding arbitration provisions, I, Guarantor or you may employ or exercise freely, either alone, in conjunction with or during an arbitration proceeding, any provisional or ancillary remedies including foreclosure and sale of any collateral by judicial or non-judicial foreclosure, self-help, set-off, attachment, garnishment and sequestration. Preservation of these remedies does not limit the power of the arbitrator to grant similar remedies.

ASSUMPTION NOTICE: The debt secured hereby is subject to call in full or the terms thereof being modified in the event the real estate securing the debt is sold, conveyed or otherwise transferred.

DRUGS AND LIQUOR: I promise you that I do not have a reputation for the unlawful use of drugs or liquor. I also promise you that I have never been arrested, nor convicted, for any violation of the drug or of the liquor laws of any State or of the United States.

INFORMATION REPORTED TO CONSUMER REPORTING AGENCIES: Under the Fair Credit Reporting Act, I have the right to notify you if I believe you have reported inaccurate information about my account to any Consumer Reporting Agency. Such notices should be sent in writing and include my complete name, current address, Social Security number, telephone number, account number, type of account, specific item of dispute and the reason why I believe the information reported is in error. I must send my notice to: First Union, P.O. Box 560726, Charlotte, NC 28256-0726.

SHARING INFORMATION REGARDING MY FIRST UNION RELATIONSHIPS: I understand that from time to time you may share and use with any First Union Corporate Affiliates (e.g. First Union National Bank, First Union Brokerage Services, Inc., First Union Mortgage Corporation, etc.) my account and "other information" as you in your sole discretion consider necessary or appropriate. I have the right to direct you not to share my "other information" by notifying you in writing. I must send my name, address, Social Security number, telephone number and account type and number to: First Union, P.O. Box 11726, Roanoke, VA 24022-1726.

COPIES (REV 10)

Page 1 of 6

AC 10-0000000000000000

264

(Page 5 of 5)

GUARANTY OF THIRD PERSONS: The undersigned jointly and severally guarantee the payment, when due, to any holder hereof of all amounts from time to time owing on this Note. The undersigned jointly and severally waive notice of acceptance of this guaranty, of any extensions in time of payment, of sale of any collateral, and of all other notices to which the undersigned would otherwise be entitled by law and agree to pay all amounts owing hereunder upon demand, without requiring any prior action or proceedings against the borrowers. The undersigned further agree that the failure by the holder of this instrument to perfect any security interest granted by the foregoing Note shall not affect in any manner the liability of any guarantor hereon. The undersigned acknowledges receipt and execution of the Co-Signers Notice before signing this guaranty.

Guarantor - Co-Signer

(SEAL)

Guarantor - Co-Signer

(SEAL)

THIRD PARTY OWNER(S) AGREEMENT: The undersigned, as owner(s) or co-owner(s) of the collateral, grant you a security interest in the collateral and agree that the terms and conditions of this Note shall apply to the collateral.

Owner or Co-Owner

(SEAL)

Owner or Co-Owner

(SEAL)

EACH BORROWER ACKNOWLEDGES RECEIPT OF A COPY OF THIS NOTE, FULLY COMPLETED PRIOR TO SIGNING, AND FURTHER ACKNOWLEDGES THAT THIS IS A SEALED INSTRUMENT.

Albert J. Sanders
Borrower

(SEAL)

ALBERT J. SANDERS

Borrower

(SEAL)

245

(Page 8 of 8)

Page 9 of 17

05/17/2002 16:18

JIM POAG ATTY

PAGE 02

RECEIVED
MAY 12 2002
FEDERAL RESERVE BANK
OF CHARLOTTE
100 SOUTH COLLEGE STREET
CHARLOTTE, NC 28203

Return To:
First Union National Bank
Consumer Loan Operations
P.O. Box 50019
Roanoke, VA 24002
Parcel No:

Prepared By:

MORTGAGE

THIS MORTGAGE made this day 29 January, 2002 between the Mortgagor,

ALBERT JERRY SANDERS, JR.

(herein "Borrower"), and the Mortgagee, First Union National Bank, a national banking association organized and existing under the laws of the United States of America, whose address is: First Union National Bank, 301 South College Street, NC 28203, Charlotte, North Carolina 28203-0630 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 48671.50 which indebtedness is evidenced by Borrower's Note dated 01/23/02 extensions, modifications and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 02/15/02

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described Property located in the County of Lexington, State of South Carolina:

SEE ATTACHED FOR LEGAL DESCRIPTION

which has the address of 212 AOKINS CIRCLE

WEST COLUMBIA

SC 29179

and Parcel No. _____

(herein "Property Address")

TOGETHER with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the Property covered by this Mortgage; and all of the foregoing, together with said Property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Any Rider ("Rider") attached hereto and executed of even date is incorporated herein and the covenant and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were a part hereof.

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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

00000 (Rev 00)

Page 1

00000 (Rev 00)

80

266

05/17/2002 15:18

JIM POAG-ATTY

PAGE 22

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.

2. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations, under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and household payments or ground rents, if any.

3. **Hazard Insurance.** a) Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including floods or flood, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 6.

b) All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

c) Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

d) Except as provided in subparagraph 3(c) below, should partial or complete destruction or damage occur to the Property, Borrower hereby agrees that any and all instruments evidencing insurance proceeds received by Lender as a result of said damage or destruction shall be placed in a non-interest bearing escrow account with Lender. At Lender's discretion, Lender may release some or all of the proceeds from escrow after Borrower presents Lender with a receipt(s), invoice(s), written estimate(s) or other document(s) acceptable to Lender which relates to the repair and/or improvements of the Property necessary as a result of said damage and/or destruction. Absent an agreement to the contrary, Lender shall not be required to pay Borrower any interest on the proceeds held in the escrow account. Any amounts remaining in the account after all repairs and/or improvements have been made to the Lender's satisfaction, shall be applied to the sums secured by this Mortgage. Borrower further agrees to cooperate with Lender by endorsing all checks, drafts and/or other instruments evidencing insurance proceeds and any necessary documents. Should Borrower fail to provide any required endorsement and/or execution within thirty (30) days after Lender sends Borrower notice that Lender has received an instrument evidencing insurance proceeds, or document(s) requiring Borrower's signature, Borrower hereby authorizes Lender to endorse said instrument and/or document(s) on Borrower's behalf, and collect and apply said proceeds at Lender's option, either to restoration or repair of the Property or to sums secured by this Mortgage. It is not the intention of either party that this escrow provision, and/or Lender's endorsement or execution of an instrument(s) and/or document(s) on behalf of Borrower create a fiduciary or agency relationship between Lender and Borrower.

e) Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 15 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument.

4. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

5. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such actions as is necessary to protect Lender's interest in the Property.

Any amounts disbursed by Lender pursuant to this paragraph 5, with interest thereon from the date of disbursement, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon

05/17/2002 15:18

JIM FOAG ATTY

PAGE 84

notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 5 shall require Lender to incur any expense or take any action hereunder.

6. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

8. Borrower Not Released; Forbearance by Lender Not a Waiver. The Borrower shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) secured hereby, notwithstanding any of the following: (a) the sale of all or a part of the premises; (b) the assumption by another party of the Borrower's obligations hereunder; (c) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to Borrower or a subsequent owner of the Property; and (d) the release of all or any part of the premises securing said obligations or the release of any party who assumes payment of the same. None of the foregoing shall in any way effect the full force and effect of the lien of this Mortgage or impair Lender's right to a deficiency judgment (in the event of foreclosure) against Borrower or any party assuming the obligations hereunder, to the extent permitted by applicable law.

Any forbearance by Lender in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

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

Subject to the provisions of paragraph 14, any Successor in interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender.

10. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by first class mail addressed to Borrower or the current owner at the Property Address or at such other address as Borrower may designate in writing by notice to Lender as provided herein, and any other person personally liable on this Note as these persons' names and addresses appear in the Lender's records at the time of giving notice and (b) any notice to Lender shall be given by first class mail to Lender's address in First Union National Bank, Consumer Loan Operations, P.O. Box 50010, Roanoke, VA 24022 or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

11. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

12. Borrower's Copy. Borrower shall be furnished a confirmed copy of the Note, this Mortgage and Rider(s) at the time of execution or after recordation hereof.

13. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

14. Transfer of the Property or a Beneficial Interest in Borrower; Assumption. As used in this paragraph 14, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written

(Page 4 of 8)

05/17/2002 15:18

JIM POAG ATTV

PAGE 05

consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given in accordance with paragraph 10 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies by this Security Instrument without further notice or demand on Borrower.

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

15. Default; Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this entire Mortgage, including the covenants to pay when due any sums under the Note secured by this Mortgage, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without demand or notice, notice of the exercise of such option being hereby expressly waived. Lender may invoke the power of sale hereby granted. Lender shall have the right to enter upon and take possession of the Property hereby conveyed or shall without taking such possession have the right to sell the same at public auction for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to the sale, in some newspaper published in said county, and upon payment of the purchase money, the Lender, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagee a good and sufficient deed to the Property sold; the Lender shall apply the proceeds of said sale first, to the expense of advertising, selling and conveying said Property, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of said sale; and fourth, the balance, if any, shall be paid over to the said Borrower or to whoever then appears of record to be the owner of said Property. The Lender may bid and become the purchaser of the Mortgaged Property at any foreclosure sale hereunder.

16. Borrower's Right to Reinstatement. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued, if: (a) Borrower pays Lender all sums which would be then due under this Mortgage; this Note and Notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 15 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to ensure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

17. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that as long as Borrower is not in default hereunder, Borrower shall, prior to acceleration under paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration and foreclosure under paragraph 15 hereof, or abandonment of the Property, Lender, in person or by agent, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. The Lender shall be liable to account only for those rents actually received prior to the foreclosure sale as provided in paragraph 16. Lender shall not be liable to account to Borrower or to any other person claiming any interest in the Property for any rents received after foreclosure.

18. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is hereby interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit and (b) any sums already collected (from Borrower or otherwise) which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

19. Legislation. If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Mortgage or any Rider, unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Mortgage or the Note, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Mortgage to be immediately due and payable.

20. Satisfaction. Upon payment of all sums secured by this Mortgage, the conveyance of the Property pursuant to this Mortgage shall become null and void and Lender shall release this Mortgage. Borrower shall pay all costs of recording. Lender, at Lender's option, may allow a partial release of the Property on terms acceptable to Lender and Lender may charge a release fee.

21. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property and relinquishes all rights of power and curtesy in the Property.

(Page 3 of 8)

85/17/2882 15:18

JIM POAG ATTY

PAGE 85

22. 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 Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial action in accordance with Environmental Law.

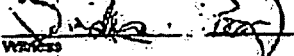
As used in this paragraph 22, "Hazardous Substances" are those substances defined as toxic or Hazardous Substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 22, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at First Union National Bank, Consumer Loan Operations, P.O. Box 50010, Roanoke, VA 24022 of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage and adopted as his seal the word "SEAL" appearing beside his name.

Signed, sealed and delivered in the presence of:


Witness

Sandra B. Poag
Witness Name Typed or Printed


Witness

James W. Poag, Jr.
Witness Name Typed or Printed

 (SEAL)
Borrower Albert Jerry Sanders, Jr.

Borrower (SEAL)

Borrower (SEAL)

Borrower (SEAL)

State of SOUTH CAROLINA

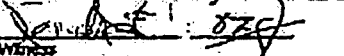
County of LEXINGTON

Before me, the undersigned Notary Public, personally appeared
Sandra B. Poag
who being duly sworn, deposed and said that (s)he saw
Albert Jerry Sanders, Jr.

sign, seal and deliver the foregoing Mortgage and that (s)he, together with
James W. Poag, Jr.

witnessed the execution thereof.

SWORN to and subscribed before me this 27th day of January, 2002.


Witness

 (SEAL)
Notary Public for South Carolina

James W. Poag, Jr.
Notary Public Name (Typed or Printed)

My Commission Expires: 8/29/05

(Page 2 of 8)

05/17/2002 15:10

JIM POAG ATTY

PAGE 07

EXHIBIT "A"

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the Town of Pine Ridge, County of Lexington, State of South Carolina, the same being shown as Lot 5 on a plat of Martin & Associates, by Robert Collingwood, dated January 15, 1979, and also being shown on a plat prepared for Thomas E. Williams and Brenda K. Williams by Belter & Associates, Inc., dated April 3, 1987 to be recorded in the RMC Office for Lexington County. For a more accurate description of said lot reference is made to latter mentioned plat.

This being the same property conveyed to the mortgagor herein by deed of the Master in Equity for Lexington County dated 5/19/00 and recorded in Record Book 5791 page 168.

TMS# 006721-02-07

ag. S. J.

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

IN RE:) Case No. 09-09094-dd
) Chapter 7
Albert J. Sanders, Jr.,)
)
Debtor.)
_____)

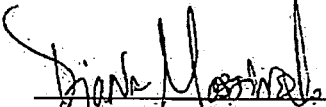
AFFIDAVIT OF SERVICE

Personally appears before me the undersigned, who, being duly sworn, deposes and says that she is a paralegal to Janet B Haigler, attorney for Wells Fargo Bank, N.A. as successor in interest by merger with Wachovia Bank, N.A., its successors and/or assigns, ("WFB") in the above-captioned matter and that on this 20 day of April 2010 she served a copy of the Amended Notice of Motion, Motion to Modify Stay, Certification of Facts, and an Affidavit of Service on the below-listed parties, by depositing same in the United States Mail with sufficient first-class postage affixed and addressed as indicated below:

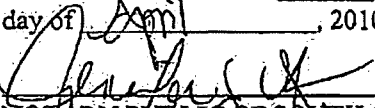
Albert J. Sanders, Jr.
131 E. Chateau Drive
West Columbia, SC 29170

Reid B. Smith
1712 St. Julian Place, Ste 102
Columbia, SC 29204

W. Ryan Hovis (via ECF)
PO Box 10269
Rock Hill, SC 29731


Diana R. Massimello, Paralegal to
JANET B HAIGLER
District Court ID No. 5708
Post Office Box 1799
Columbia, South Carolina 29202
(803) 765-2935

Sworn to before me this 20
day of April, 2010


NOTARY PUBLIC OF SOUTH CAROLINA
My Commission Expires: 4-26-2016

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

Case Number: 09-09094-dd

ORDER LIFTING 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
06/03/2010**



Entered: 06/04/2010

A handwritten signature in black 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:	)	Case No. 09-09094-dd
	)	Chapter 7
Albert J. Sanders, Jr.,	)	
	)	
Debtor.	)	
_____	)	

ORDER

This matter came before the Court on the motion filed by Wells Fargo Bank, N.A. as successor in interest by merger with Wachovia Bank, N.A., its successors and/or assigns, ("WFB"), for relief from the 11 U.S.C. §362 automatic stay.

The Court finds that:

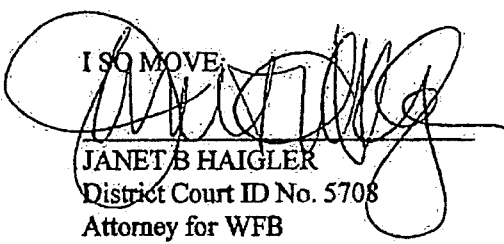
1. No responsive pleadings were filed, and all parties named in the Affidavit of Service filed herein are in default.

NOW, THEREFORE, it is

ORDERED that the motion to modify the 11 U.S.C. §362 automatic stay filed by WFB is granted, and that the stay is modified to permit WFB to pursue all State Court actions against the Debtor's property located at 212 Adkins Circle, West Columbia, Lexington County, South Carolina, as more fully described in the mortgage.

The claimant agrees to waive any claim that may arise under 11 U.S.C. §503(b) or §507(b) as a result of this Order. The claimant further agrees that any funds realized from the foreclosure sale, in excess of all liens, costs, and expenses, will be paid to the Trustee.

I SO MOVE:


JANET B HAIGLER

District Court ID No. 5708

Attorney for WFB

Post Office Box 1799

Columbia, South Carolina 29202

(803) 765-2935

Form 195BNC (Revised 06/24/2009)

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

Case Number: 09-09094-dd

Chapter: 7

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

Albert J. Sanders Jr.
131 E Chateau Drive
West Columbia, SC 29170

SSN: xxx-xx-6820

Entered By The Court
11/13/12

ORDER DISCHARGING TRUSTEE AND CLOSING CASE

Filed By The Court

11/13/12

L. Jefferson Davis IV
(Acting)
Clerk of Court
US Bankruptcy Court

The trustee having certified that the estate of the above-named debtor(s) has been fully administered,

IT IS ORDERED THAT:

The case trustee is discharged as trustee of the estate of the above named debtor(s) and the bond is cancelled.

The Chapter 7 case of the above named debtor(s) is closed.

Columbia, South Carolina
November 13, 2012
Document 299



United States Bankruptcy Judge



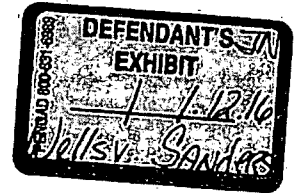
**WELLS
FARGO**

Wells Fargo Servicing Center
Home Equity Payment Processing
MAC B6955-01B
PO Box 31557
Billings, MT 59107
Wellsfargo.com

212 Adkins Circle
2nd floor 25K

December 30, 2014

004906 L2Q4T383 RQC4073S
ALBERT JERRY SANDERS JR
131 E CHATEAU DR
WEST COLUMBIA, SC 29170



Subject: Important information about your Wells Fargo Home Equity account
Home Equity account ending in XXXXXXXXXX41016683

Dear ALBERT JERRY SANDERS JR,

This letter is to inform you that we are releasing you of your remaining obligation to Wells Fargo and forgiving the outstanding debt on the above referenced account. Within this process, we will release any judgments, liens or obligation regarding the debt.

What you need to do

There is no action required by you. Going forward, we will not attempt to collect on the account, and you are not required to send us payments regarding the unpaid debt.

Please understand

Your credit score may be affected. The impact on a credit score depends on the entire credit profile. For more information about your credit score, go to the Federal Trade Commission website at www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm.

According to Internal Revenue Service (IRS) regulations applicable to debt forgiveness, we may be required to file Form 1099-C for Cancellation of Debt with the IRS. Please consult your tax advisor to determine whether this deficiency waiver will be considered income to you and create a subsequent tax obligation.

Call us today if you have any questions about the information in this letter, at 1-877-891-0002 Monday through Friday 7:30 a.m. to 6:00 p.m. Central Time.

Please note: As a result of your bankruptcy case, this letter is not an attempt to collect a debt from you or in any way violate any provision of the United States Bankruptcy Code. This letter has been sent to you for informational purposes only. This is not a bill or a request for payment, or a statement that you are personally obligated in any way to make a payment.

Sincerely,

Home Equity Collections Servicing

Wells Fargo Home Equity is a division of Wells Fargo Bank, N.A.
©2012 Wells Fargo Bank, N.A. All rights reserved. Equal Housing Lender.



Paying Agent – Rust Consulting, Inc.
P.O. Box 8055
Faribault, MN 55021-9455



Independent Foreclosure Review

April 12, 2013

IMPORTANT PAYMENT AGREEMENT INFORMATION ENCLOSED



US OFFICE of COMptroller

ALBERT JERRY SANDERS
131 E CHATEAU DR
WEST COLUMBIA, SC 29170-4203



Currency

2009
2010

Your payment is enclosed.

Reference Number: 1400149559

Property Address:

212 ADKINS CIRCLE

WEST COLUMBIA SC 29170

Si usted habla español, tenemos representantes que
pueden asistirle en su idioma.

OCC.GOV
Federal Reserve
COM



Dear Albert Jerry Sanders,

You were recently sent a notice that you are eligible to receive a payment as a result of an agreement between federal banking regulators and Wells Fargo in connection with an enforcement action related to deficient mortgage servicing and foreclosure processes.

This letter includes your check. It also explains the amount of the payment, why you are receiving a payment, how to cash the check, and other important information and disclosures.

Your payment is: \$3,750.00.

Why you are receiving a payment

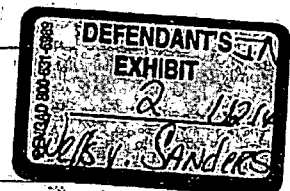
Earlier this year, Wells Fargo entered into an agreement with federal banking regulators—the Office of Comptroller of the Currency and the Board of Governors of the Federal Reserve System. This agreement resolved the Independent Foreclosure Review required by the regulators. Additional information about this agreement can be found at www.occ.gov and www.federalreserve.gov.

Regulators determined your payment amount based on the stage of your foreclosure process and other considerations related to your foreclosure.

How to cash the check

You must cash or deposit the check within 90 days, or the check will be void. All borrowers listed on the check must sign it to cash it.

The payment amount is final.
There is no process to appeal the payment.



Continued on reverse side

cash the check, and other important information and disclosures.

Your payment is: \$3,750.00.

Why you are receiving a payment

Earlier this year, Wells Fargo entered into an agreement with federal banking regulators—the Office of Comptroller of the Currency and the Board of Governors of the Federal Reserve System. This agreement resolved the Independent Foreclosure Review required by the regulators. Additional information about this agreement can be found at www.occ.gov and www.federalreserve.gov.

Regulators determined your payment amount based on the stage of your foreclosure process and other considerations related to your foreclosure.

How to cash the check

You must cash or deposit the check within 90 days, or the check will be void. All borrowers listed on the check must sign it to cash it.

**The payment amount is final.
There is no process to appeal the payment.**

Continued on reverse side

OCC2013

A 11W1 000069218

und 1 Independent Foreclosure Review Payment QSF
Loan Servicer: Wells Fargo
P.O. Box 8055
Faribault, MN 55021-9455

The Huntington National Bank
Westerville, OH 43081

58-1512
441

Check No. 5139542

DATE	CLAIM NUMBER	AMOUNT
April 12, 2013	1400149559	\$3,750.00

VOID AFTER NINETY (90) DAYS

NOT VALID FOR AMOUNT OTHER THAN \$3,750.00

Payee's signature required on back in order for this instrument to be valid

Pay: THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS
Pay to the order of: ALBERT JERRY SANDERS

Paul V. [Signature]

Authorized Signature

⑈ 5139542 ⑈ ⑆044115126⑆ 01893001257⑈

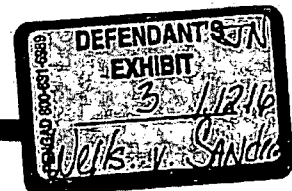
*Supplemental Directive 12-02**March 9, 2012****Making Home Affordable Program – MHA Extension and Expansion***

In February 2009, the Obama Administration introduced the Making Home Affordable (MHA) Program to stabilize the housing market and help struggling homeowners obtain relief and avoid foreclosure. In March 2009, the U.S. Department of the Treasury (Treasury) issued uniform guidance for loan modifications by participants in MHA across the mortgage industry and subsequently updated and expanded that guidance. On December 15, 2011 Treasury issued version 3.4 of the *Making Home Affordable Program Handbook for Servicers of Non-GSE Mortgages (Handbook)*, a consolidated resource for guidance related to the MHA Program for mortgage loans that are not owned or guaranteed by Fannie Mae or Freddie Mac (Non-GSE Mortgages).

In an effort to continue to provide meaningful solutions to the housing crisis, the Obama Administration is extending the deadline for the MHA Program to the end of 2013, and is expanding the population of homeowners that may be eligible for the Home Affordable Modification Program (HAMP) under a new "HAMP Tier 2" alternative, enabling more struggling homeowners to take advantage of affordable mortgage payment relief. This Supplemental Directive also expands the population of homeowners that may be eligible for the Home Affordable Unemployment Program (UP), the Home Affordable Foreclosure Alternatives (HAFA) Program, and the Second Lien Modification Program (2MP), and clarifies servicer requirements with respect to establishing right party contact and issuance of borrower notices.

On and after the Effective Date (defined below), HAMP will include an additional evaluation or "Tier" intended to extend modification opportunities to borrowers that do not meet the eligibility or underwriting requirements of the existing HAMP guidelines including, subject to certain limitations described herein, loans secured by properties that are not owner-occupied. For clarity, the existing HAMP modification is referred to as "HAMP Tier 1" and will continue to provide an affordable modification option for a loan secured by a property which is the borrower's principal residence. All references herein to HAMP Tier 1 will refer both to HAMP modifications completed under guidance in effect prior to the Effective Date and HAMP Tier 1 modifications completed after the Effective Date. The additional modification evaluation will be referred to as "HAMP Tier 2". Except as indicated herein, HAMP guidelines existing as of the date of this Supplemental Directive will be applicable to both HAMP Tier 1 and HAMP Tier 2 modifications.

This Supplemental Directive provides guidance to servicers for implementation of the extension and expansion of HAMP for Non-GSE Mortgages. This Supplemental Directive amends and supersedes the notated portions of the *Handbook*. The mapping of the *Handbook* is expected to be issued by mid-March and will delineate the changes thereto attributable to the guidance provided in this Supplemental Directive.



Servicers that are subject to the terms of a servicer participation agreement and related documents (SPA) must follow the guidance set forth in this Supplemental Directive. Except where noted, the guidance set forth in this Supplemental Directive is effective June 1, 2012 ("Effective Date"). This guidance does not apply to mortgage loans that are owned or guaranteed by Fannie Mae or Freddie Mac, insured or guaranteed by the Veterans Administration or, except as specifically noted herein, insured or guaranteed by the Department of Agriculture's Rural Housing Service (RHS) or the Federal Housing Administration (FHA).

This Supplemental Directive covers the following topics:

- Extension of MHA
- Owner Occupancy Definition
- UP Expansion
- HAMP Tier 2 Eligibility
- Borrower Solicitation
- Request for Mortgage Assistance
- Income Verification
- Net Present Value (NPV) Model
- Single Evaluation Process for Owner Occupants
- Underwriting HAMP Tier 2
- Investor Solicitation
- Non-Approval Notices
- Incentive Compensation
- HAFA
- 2MP
- Safe Harbor
- Servicing Transfers
- Annual Certifications
- Reporting

Extension of MHA

This Supplemental Directive extends the deadline for eligibility in MHA and all of its component programs through December 31, 2013.

- In order for a loan to be eligible for modification under HAMP an Initial Package, as defined in Section 4, Chapter II of the *Handbook*, must be submitted by the borrower on or before December 31, 2013.
- In order for a loan to be eligible for UP, a written (mail, fax or e-mail) request for UP must be submitted by the borrower on or before December 31, 2013.
- In order for a loan to be eligible for HAFA, either (i) a fully executed Short Sale Agreement (SSA) or Deed-in-lieu (DIL) agreement (DIL Agreement) from the borrower, or (ii) a written request (mail, fax or e-mail) requesting consideration for a SSA, DIL

Agreement or Alternative Request for Approval of Short Sale (Alternative RASS) must be submitted by the borrower on or before December 31, 2013.

- In order for a loan to be eligible for 2MP, the 2MP servicer must receive notification of a match with a permanent first lien modification that satisfied the deadline eligibility criteria described herein.
- In order for a loan to be eligible for incentive compensation under Treasury FHA-HAMP or Rural Development-HAMP (RD-HAMP), a request for modification assistance as defined by the FHA or the RHS must be postmarked by the borrower on or before December 31, 2013.

Evidence of borrower submission referenced above must be provided by postmark or other independent indicator such as a date and time stamp (electronic or otherwise) evidencing submission by the borrower on or before December 31, 2013.

In addition to the deadline definitions described above, in order for any MHA loss mitigation option to be eligible for incentive compensation, the transaction must be completed on or before September 30, 2014 (e.g., the HAMP or 2MP permanent modification must have a modification effective date on or before September 30, 2014 or the HAFA short sale or deed-in-lieu of foreclosure must have a transaction closing date on or before September 30, 2014). Although not eligible for incentive compensation, an UP forbearance plan must have a forbearance effective date on or before September 30, 2014. Additional guidance regarding requirements for timely processing of MHA assistance requests will be provided in a subsequent Supplemental Directive nearer the end of the MHA Program.

When a servicer has had contact with a borrower in connection with any of the above MHA programs, but is not in receipt of the minimum program participation documentation described above by December 31, 2013, or has determined it will be unable to complete (as described above) the HAMP, UP, 2MP or HAFA transaction on or before September 30, 2014, the servicer must notify the borrower in writing that he/she cannot be considered for the applicable MHA program and provide information about other available loss mitigation options.

All references to borrower in this Supplemental Directive refer to the primary borrower and any co-borrowers who are parties to the loan transaction.

Owner Occupancy Definition

This Supplemental Directive amends the eligibility criteria category of "Owner Occupied Single Family Property" in Section 1.1, Chapter II of the *Handbook*. Specifically, in addition to the current criteria, a property may be considered to be an owner-occupied property if the borrower has been displaced (e.g., military deployment, permanent change of station orders, out of area job transfer, foreign service assignment), but was occupying the property as a principal residence immediately prior to the displacement, intends to re-occupy the property as a principal residence in the future and the current occupant is not a tenant. Notwithstanding this amended definition

of what constitutes an owner-occupied property, a borrower is entitled to only one modification under HAMP Tier 1.

UP Expansion

UP Extension

As described in Chapter III of the *Handbook* and subject to the guidelines described therein, UP generally requires servicers to offer 12 months of forbearance assistance to borrowers who are unemployed, with the expectation that when the borrower has regained employment or the period of unemployment forbearance has expired, the borrower will be evaluated for HAMP. While servicers must consider borrowers for UP eligibility through the December 31, 2013 deadline, borrowers in UP who do not meet the HAMP, 2MP or HAFA deadlines described herein will not be eligible for those programs and, upon re-employment or the expiration of the UP forbearance period, must be considered for other available loss mitigation options.

UP Eligibility

This Supplemental Directive expands eligibility for UP unemployment forbearance as follows:

- Section 2.2, Chapter III of the *Handbook* is amended to provide that servicer may grant UP assistance to a borrower whose loan is secured by a vacant or tenant-occupied property. Servicers continue to be required to consider for UP forbearance mortgages secured by owner-occupied properties as defined in this Supplemental Directive.
- Section 2.2, Chapter III of the *Handbook* is amended to require a servicer to consider a borrower for UP assistance regardless of the borrower's monthly mortgage payment ratio.
- Sections 2.1 and 2.3, Chapter III of the *Handbook*, are amended to require a servicer to consider a borrower for UP assistance regardless of whether the borrower had a payment default on a HAMP trial period plan or lost good standing on a permanent HAMP modification.

Servicers may implement these changes prior to the effective date of this Supplemental Directive.

HAMP Tier 2 Eligibility

Expanded Eligibility Criteria

This Supplemental Directive expands eligibility for a HAMP modification to various borrowers previously ineligible for HAMP by establishing a second level HAMP evaluation protocol referred to herein as HAMP Tier 2.

A loan may be eligible for HAMP Tier 2 if the loan has not previously been modified under HAMP Tier 2 and the loan satisfies the HAMP basic eligibility criteria (origination date on or

before January 1, 2009¹, documented hardship, one to four-unit property, unpaid principal balance (UPB) limitations and not condemned). In addition, one or more of the following may apply:

- The borrower is evaluated for HAMP Tier 1 following the Effective Date but fails to satisfy the eligibility requirements for a HAMP Tier 1 modification (e.g., the loan is not secured by an owner-occupied property or the borrower's pre-modification monthly mortgage payment is below the minimum 31 percent front end debt-to-income (DTI) ratio) or underwriting requirements for a HAMP Tier 1 modification (e.g., the servicer cannot achieve the target monthly mortgage payment ratio without excessive forbearance or the result of the NPV test is negative).
- The borrower was evaluated for, but not offered, a HAMP modification prior to the Effective Date; provided, however, the non-approval was not due to borrower fraud or non-compliance with Section 1481 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, in which case the borrower would not be eligible for HAMP Tier 2.
- The borrower had a payment default on a HAMP Tier 1 trial period plan entered into before or after the Effective Date.
- The borrower lost good standing under a HAMP Tier 1 permanent modification entered into before or after the Effective Date and, at the time of evaluation for HAMP Tier 2, at least 12 months have passed since the HAMP Tier 1 modification effective date or the borrower has experienced a change of circumstance.
- The mortgage is secured by a rental property (described below).

Additionally, this Supplemental Directive amends Section 1.2, Chapter II of the *Handbook*, to clarify that only natural persons are eligible for assistance under MHA. Loans made to, or secured by properties owned by, corporations, partnerships, limited liability companies or other business entities are not eligible for assistance under MHA.

Rental Property

A "rental property" is a property that is used by the borrower for rental purposes only and not occupied by the borrower, whether as a principal residence, second home, vacation home or otherwise ("rental property"). A rental property may be eligible for HAMP Tier 2 if:

- Two or more mortgage payments are due and unpaid (rental properties are not eligible for imminent default consideration);
- The borrower certifies that he or she does not own more than five single family properties;

¹ The term "origination date" refers to the date on which the loan was first originated (i.e., not the date a loan may have been modified).

- The rental property is currently occupied by a tenant as a principal residence or is vacant; and
- The borrower certifies in writing that he or she intends to rent the property to a tenant or tenants for at least five years following the effective date of any permanent modification and that he or she will make reasonable efforts to rent the property on a year-round basis if the property is or becomes vacant during such period. Notwithstanding the foregoing, during such five year period the borrower may sell the property, occupy it as the borrower's principal residence, or permit any dependent, parent or grandparent to occupy the property as such party's principal residence with no rent charged or collected.

If a property is occupied as a principal residence by a legal dependent, parent or grandparent of the borrower but the borrower does not charge or collect rent, the property is considered a "rental property" that is occupied by a tenant for purposes of any HAMP Tier 2 requirement.

A property that is or will be offered for rent on a seasonal basis and is available for use by the borrower when it is not rented is not eligible for a HAMP modification. Furthermore, a borrower must certify that he or she does not intend to use the property as a secondary residence for at least five years following the effective date of any permanent modification.

The certifications described above are referred to in this Supplemental Directive as the borrower's "rental property certifications."

Updated Forms

Updated forms of the Request for Mortgage Assistance (RMA) and Hardship Affidavit, to be posted on HMPAdmin.com, will include a distinct rental property certification section. The rental property certification of the RMA must be completed in conjunction with all requests for modification of rental property loans and will provide the servicer with information about the current occupancy and income status of the rental property or the borrower's intent to rent the property on a year-round basis and to make reasonable efforts to market such property.

Servicers are not required to obtain third party verification of the borrower's rental property certifications when evaluating a borrower for HAMP, unless it is necessary to resolve inconsistencies with other information provided by the borrower or is required by the investor or the servicer's internal underwriting policies. The servicer must use good business judgment in reconciling any such inconsistencies and in accordance with Section 5.5, Chapter II of the *Handbook*, should not modify a mortgage loan if there is reasonable evidence that the borrower has made false or misleading statements in connection with the modification request. If, following the effective date of a permanent HAMP Tier 2 modification of a loan secured by a rental property, it is determined that the borrower misrepresented or is non-compliant with representations made in the Rental Property Certification, Treasury or its agents may enforce all available rights and remedies against such borrower. The servicer will be held responsible for compliance with its obligations under MHA guidelines, but will not be held responsible for the borrower's misrepresentation or non-compliance.

Limitation on Multiple Modifications

A borrower may receive only one modification under HAMP Tier 1 and may not be reconsidered for HAMP Tier 1 with respect to the subject property or any other property after failing a HAMP Tier 1 trial period plan or losing good standing on a HAMP Tier 1 permanent modification. A borrower who fails a HAMP Tier 1 trial period plan or loses good standing under a HAMP Tier 1 permanent modification may be considered for a HAMP Tier 2 modification of the same mortgage loan.

No mortgage loan may be modified more than once in either Tier 1 or Tier 2. A borrower who fails a HAMP Tier 2 trial period plan, or loses good standing under a HAMP Tier 2 permanent modification (whether on a principal residence or a rental property), is not eligible to receive another HAMP Tier 2 modification or a HAMP Tier 1 modification on the same mortgage loan.

A borrower is eligible to receive up to a total of three permanent modifications of three different mortgages under HAMP Tier 2. A borrower that rejects a modification offer for a mortgage loan under either HAMP Tier 1 or HAMP Tier 2 is not eligible for future consideration under HAMP Tier 1 or HAMP Tier 2 for such mortgage loan unless the borrower experiences a change in circumstance. Borrowers who reject a HAMP modification offer must be considered for other available loss mitigation options, including HAFA.

Additional Factors Impacting HAMP Eligibility

Section 1.2, Chapter II of the *Handbook* is amended to state that servicers are not required to consider for HAMP a mortgage loan that has been charged off if the servicer has released the borrower from liability for the debt and provided a copy of such release to the borrower or the servicer has determined that a mortgage loan is secured by a property that is in such poor physical condition that it is not habitable even if it has not been condemned.

Borrower Solicitation

Pre-screening

The pre-screening requirements in Section 2.2, Chapter II of the *Handbook*, are amended to include borrowers who are potentially eligible for HAMP based on the expanded eligibility criteria for HAMP Tier 2. Servicers must pre-screen all first lien mortgage loans where two or more payments are due and unpaid after the Effective Date to determine if they meet the following basic criteria for consideration under HAMP:

- One-to-four unit residential property;
- Not condemned;
- Loan originated on or before January 1, 2009;
- UPB does not exceed HAMP limits; and
- Not previously modified under HAMP.

Servicers must proactively solicit for HAMP any borrower whose loan passes the pre-screen unless the servicer has documented that the investor is not willing to participate in HAMP pursuant to the requirements of Section 1.3, Chapter I of the *Handbook*, except that servicers are not required to solicit borrowers who, prior to the Effective Date:

- Were two or more payments delinquent and did not occupy the mortgaged property as a principal residence;
- Were two or more payments delinquent and were already solicited in accordance with the reasonable effort requirement;
- Were evaluated and determined to be ineligible for HAMP; or
- Had a payment default on a trial period plan or lost good standing on a permanent HAMP modification.

Though proactive solicitation is not required, all of these classes of borrowers may request consideration for HAMP after the Effective Date, and, upon submission of an Initial Package, must be evaluated for the appropriate Tier based on their eligibility. In addition, in the event any of these borrowers cure the original delinquency but subsequently re-default, servicers must re-screen them as appropriate and in accordance with Section 2.2.1, Chapter II of the *Handbook*. Solicitation is for general assistance under the MHA Program and need not be specific as to HAMP Tier 1 or Tier 2. The form of solicitation letter posted on HMPadmin.com will be updated to take into account the guidance in this Supplemental Directive.

Solicitation of Borrowers Following a HAMP Tier 1 Trial Period Plan Payment Default

Servicers may, but are not required to, proactively solicit for HAMP Tier 2 a borrower who defaulted on a HAMP Tier 1 trial period plan prior to the Effective Date. However, upon receipt of an Initial Package, a servicer must evaluate for HAMP Tier 2 any borrower who previously defaulted on a HAMP Tier 1 trial period plan.

With respect to borrowers who default on a HAMP Tier 1 trial period plan after the Effective Date, servicers may, but are not required to, automatically evaluate such borrowers for HAMP Tier 2 prior to sending a non-approval notice. In conducting an evaluation within 30 calendar days of a HAMP Tier 1 payment default, the servicer may rely on the income documentation used in the HAMP Tier 1 evaluation, unless the servicer has reason to believe that the income documentation is no longer accurate (e.g., the borrower is now unemployed).

If the HAMP Tier 1 trial period plan was based on an analysis done using NPV 5.0 (as described below) or subsequent NPV version, the servicer will use the results of the original NPV analysis in making the decision to offer HAMP Tier 2. If the HAMP Tier 1 trial period plan was based on an analysis prior to the release of NPV 5.0, the servicer must complete a new NPV analysis using the borrower income documentation used in the HAMP Tier 1 evaluation. In either case, in addition to satisfying the guidelines for a HAMP Tier 2 set forth herein, the NPV analysis must indicate that the borrower is eligible for HAMP Tier 2 and the servicer must ensure that the

borrower's HAMP Tier 2 post-modification monthly principal and interest (P&I) payment must be at least 10 percent less than the monthly payment that was payable under the HAMP Tier 1 trial period plan.

If, as a result of an evaluation conducted within 30 calendar days of a HAMP Tier 1 trial payment default, a borrower is determined to be eligible for a HAMP Tier 2 trial period plan, rather than sending a non-approval notice for default under the HAMP Tier 1 trial period plan, the servicer should send written notice to the borrower that, due to the payment default on the HAMP Tier 1 trial period plan, the servicer is offering the borrower a new HAMP Tier 2 trial period plan. If a servicer elects not to automatically evaluate borrowers for HAMP Tier 2 following a HAMP Tier 1 trial period plan default, the required non-approval notice must describe all available loss mitigation options, including HAMP Tier 2.

If a servicer is evaluating a borrower for HAMP Tier 2 (either automatically or upon a borrower's request) after the failure of the HAMP Tier 1 trial period plan, the servicer cannot refer the loan to foreclosure or conduct a scheduled foreclosure sale until such evaluation is completed and only if the borrower is determined to be ineligible for HAMP Tier 2.

Even if a servicer elects to automatically evaluate borrower as described herein, whenever there is a payment default on a trial period plan, the servicer must first complete a re-calculation of the trial period payment in accordance with Section 5, Chapter II of the *Handbook*.

Solicitation and Eligibility of Borrowers Following Loss of Good Standing in a Permanent Modification

Servicers may, but are not required to, proactively solicit a borrower for HAMP Tier 2 if the borrower has lost good standing under a HAMP Tier 1 permanent modification. Borrowers who have lost good standing are eligible for reconsideration for HAMP Tier 2 on the earlier of (i) 12 months after the HAMP Tier 1 modification effective date or (ii) when the borrower has experienced a change of circumstance.

Request for Mortgage Assistance

Borrowers requesting HAMP assistance must submit an Initial Package consisting of the RMA, IRS Form 4506-T or 4506T-EZ and evidence of income. If the subject property is a rental property, the new rental property certification section of the RMA must be completed and evidence of rental income or loss provided. Servicers may substitute a proprietary modification application form that is substantially similar to the updated RMA, but in that event must use the Treasury Hardship Affidavit that includes the Dodd-Frank Certification required by Treasury under Section 1481 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203) and a rental property certification. For purposes of clarity all references to the RMA herein also include servicer proprietary modification application forms.

Incomplete Initial Packages

Section 2.2.2, Chapter II of the *Handbook* states that if a servicer has established right party contact with a borrower, the servicer must send written communications describing the Initial Package, and if the borrower submits an incomplete Initial Package, the servicer must send an Incomplete Information Notice as described in Section 2.3.3, Chapter II of the *Handbook*, requesting the documents required to complete the Initial Package.

Section 2.3.3, Chapter II of the *Handbook*, also states that if a servicer receives an incomplete Initial Package, the servicer must send an Incomplete Information Notice as defined in that section requesting the documents required to complete the Initial Package.

This Supplemental Directive amends both of these sections to provide that a servicer may, but is not required to, send an Incomplete Information Notice if the borrower has not, at a minimum, submitted an RMA. Section 2.2.2, Chapter II of the *Handbook* is amended to require that if the servicer makes right party contact and the borrower does not, at a minimum, submit the RMA, the servicer must resend the Initial Package communication. If the borrower submits an RMA but not the other components of the Initial Package, the servicer must send an Incomplete Information Notice in accordance with Section 2.3.3, Chapter II of the *Handbook*.

In addition, Sections 2.3 and 2.3.3, Chapter II of the *Handbook* are amended to clarify that a servicer's requirement to send borrower notices and Incomplete Information Notices as described in those Sections applies when the borrower has submitted either an Initial Package or an RMA.

Review of Initial Package

Currently, Section 4.6, Chapter II of the *Handbook* provides that within 30 calendar days of receipt of an Initial Package (RMA, IRS Form 4506-T or 4056T-EZ, evidence of income) the servicer must send an Incomplete Information Notice, a trial period plan notice or a Non-Approval Notice. It is Treasury's expectation that in most cases, a servicer will be able to reach a decision and send one of these notices within the 30 calendar day requirement.

However, in the event the servicer is unable to reach a timely decision because it does not have documentation required from a party other than the borrower, such as a taxing authority or homeowner's association, the borrower's relationship manager, where applicable, or other servicer representative must contact the borrower by mail, e-mail or phone, within 30 calendar days of receipt of the Initial Package to describe the cause of the delay and provide a date, which shall be no more than 30 calendar days thereafter, by which the servicer expects to complete the evaluation and issue a HAMP decision. If by that later date, the servicer still has not received necessary third-party documentation, the servicer must contact the borrower every 30 days with an updated status and the expected date of resolution until a decision is reached. All such communication must be documented in the servicer's file.

Income Verification

Except as amended in this Supplemental Directive, the rental income or loss verification guidance in Section 5, Chapter II of the *Handbook* applies to consideration of all borrowers being evaluated for HAMP including borrowers being evaluated only for HAMP Tier 2. Section 5.1.6, Chapter II of the *Handbook*, is amended to provide different standards for documentation of rental income that is used in calculating a borrower's gross income depending on whether the property that secures the mortgage being modified is the borrower's principal residence or is a rental property.

All net income or loss from a rental property that is the security for the loan being modified, as well as income from any other rental property owned by the borrower, must be documented and included in the calculation of the borrower's gross income. As in the case of a proposed modification of an owner-occupied property, such rental income would be documented on IRS Form 1040 Schedule E (Supplemental Income and Loss) of the borrower's tax return for the most recent tax year or, when IRS Form 1040 Schedule E is not available because the rental property was not rented in the most recent tax year, a current lease or other rental agreement and bank statements or evidence of damage deposits.

Monthly Income or Loss on Rental Property

The monthly net income or loss on a rental property is calculated as 75 percent of the monthly gross rental income, reduced by the monthly principal and interest payment, plus 1/12th of annual real property taxes, annual property insurance premiums and annual homeowners' associations dues, if applicable (i.e., PITIA). Section 5.1.8, Chapter II of the *Handbook* is hereby amended to exclude from the passive income guidance rental income from a rental property that secures the loan being evaluated for a HAMP Tier 2.

If the monthly net income of a rental property securing the mortgage loan being evaluated for modification under HAMP Tier 2 is equal to or greater than the pre-modification PITIA of that property, the servicer must verify and document the cause of the borrower's hardship as delinquency alone is not considered a hardship.

Net Present Value Model

An updated NPV model (NPV 5.0) that incorporates the applicable guidance in this Supplemental Directive is under development. The software application for NPV 5.0 will be available on the HAMP servicer web portal accessible at www.HMPadmin.com on or before the Effective Date. In addition to the current NPV Data Input Fields and Values required for HAMP Tier 1, a small number of additional input values will be required. When available, these input values and descriptions will also be posted at www.HMPadmin.com. Following the Effective Date, all loans that meet HAMP-eligibility criteria for HAMP Tier 1 or Tier 2 must be evaluated using NPV 5.0.

With respect to borrowers of owner occupied homes who meet the eligibility criteria for HAMP Tier 1, NPV 5.0 will automatically evaluate for both HAMP Tier 1 and Tier 2 and will reflect the NPV results of modification under each Tier.

With respect to loans being evaluated only for HAMP Tier 2, servicers will be required to input only fields relevant to HAMP Tier 2 including the new NPV Data Inputs for rental properties, as applicable.

Whether or not a modification is pursued, the servicer must maintain detailed documentation of the NPV model used, all NPV inputs and assumptions and the NPV results.

For loans that were evaluated under an NPV model before the Effective Date that are being re-evaluated for HAMP Tier 2, the servicer should use the first evaluation date that the loan is evaluated under NPV 5.0 (or, if applicable, later NPV version) as the "NPV Date". Any subsequent re-running of the loan through the NPV model must include such date, as the "NPV Date".

The Borrower NPV Calculator, which can be accessed at CheckMyNPV.com, will be updated to incorporate the changes attributable to the guidance in this Supplemental Directive. Treasury will issue a notification when it is available for use.

Single Evaluation Process for Owner Occupants

Servicers must evaluate owner-occupant borrowers that meet the basic eligibility requirements for HAMP Tier 1 based on HAMP Tier 1 monthly mortgage payment ratio and waterfall criteria as described in Section 6, Chapter II of the *Handbook*. If the borrower's monthly mortgage payment ratio is greater than 31 percent, and the servicer can achieve the target mortgage payment without excessive forbearance, the servicer will input the HAMP Tier 1 waterfall criteria into NPV 5.0 and, as described above, the model will return NPV results for both HAMP Tier 1 and HAMP Tier 2. Subject to investor guidance:

- If the loan is NPV positive for HAMP Tier 1 under the standard modification waterfall, a HAMP Tier 1 trial period plan must be offered to the borrower regardless of the HAMP Tier 2 NPV result.
- If the loan is NPV negative for HAMP Tier 1 under the standard modification waterfall and the investor has authorized a different threshold, the servicer may offer the borrower a HAMP Tier 1 trial period plan.
- If the borrower is not offered a HAMP Tier 1 trial period plan and is NPV positive under the HAMP Tier 2 standard modification waterfall, the borrower must be offered a HAMP Tier 2 trial period plan.
- If the borrower is NPV negative for the HAMP Tier 2 standard modification waterfall, the servicer may, based on investor guidance, offer a HAMP Tier 2 trial period plan or must consider the borrower for other available loss mitigation options including HAFA.

Underwriting HAMP Tier 2

HAMP Tier 2 Standard Modification Waterfall

Borrowers that do not qualify for Tier 1 will be evaluated for Tier 2 as follows:

- Step 1 – Capitalization. The servicer capitalizes accrued interest, out-of-pocket escrow advances to third parties, and any required escrow advances that will be paid to third parties by the servicer during the trial period plan as well those servicing advances that are made for costs and expenses incurred in performing servicing obligations. The terms of capitalization set forth in Section 6.3.1 Chapter II of the *Handbook* apply to capitalization under Tier 2.
- Step 2 - Interest Rate Adjustment. NPV 5.0 adjusts the interest rate to the current "Tier 2 Rate", which is a fixed-rate based on the weekly Freddie Mac Primary Mortgage Market Survey (PMMS) Rate for 30-year fixed rate conforming loans, rounded up to the nearest 0.125 percent plus a risk adjustment expressed in basis points. On the Effective Date the risk adjustment will be fifty basis points. Servicers will be notified of any changes to the risk adjustment.
- Step 3- Term Extension. NPV 5.0 extends the term and re-amortizes the mortgage to 480 months from the "as of" date of the loan information (e.g., UPB, term) provided by the servicer.
- Step 4 - Principal Forbearance. If the loan's pre-modification mark-to-market loan to value (LTV) ratio is greater than 115 percent, NPV 5.0 calculates principal forbearance in an amount equal to the lesser of (i) an amount that would create a post-modification mark-to-market LTV ratio of 115 percent using the interest bearing principal balance or (ii) an amount equal to 30 percent of the post-modified UPB of the mortgage loan (inclusive of capitalized arrearages). Unlike HAMP Tier 1 there is no excessive forbearance limit in HAMP Tier 2.

Using data inputs provided by the servicer, NPV 5.0 will use the HAMP Tier 2 standard modification waterfall to calculate the post-modification monthly mortgage payment and the borrower's post-modification DTI. Additionally, NPV 5.0 will determine if the proposed modification meets the two affordability requirements for HAMP Tier 2 approval:

- The borrower's post-modification DTI must not be less than 25 percent or greater than 42 percent (Acceptable DTI Range); and
- The modified monthly P&I payment must represent a reduction of at least 10 percent compared to the pre-modification monthly P&I payment in effect at the time of consideration for HAMP Tier 2. For adjustable rate mortgage (ARM) loans (including pay option loans and interest only ARM loans), the pre-modification monthly P&I payment used for the comparison should be determined in accordance with the current guidance set forth in Section 6.1.2.1 Chapter II of the *Handbook*.

Additionally, if the loan previously received a HAMP Tier 1 trial period plan but there was a default thereunder, the servicer must verify that the borrower's HAMP Tier 2 post-modification P&I payment is at least 10 percent less than the monthly P&I payment that was payable under the HAMP Tier 1 trial period plan.

If the modified P&I payment fails to meet the minimum 10 percent payment reduction from the pre-modification P&I payment in effect at the time of consideration for HAMP Tier 2 (or, if applicable, the 10 percent payment reduction from the post-modification P&I payment under the failed HAMP Tier 1 trial period plan) or the modified monthly mortgage payment-to-income ratio falls outside of Acceptable DTI Range, the borrower is not eligible for a HAMP Tier 2 modification. The servicer must send the borrower a Non-Approval Notice citing updated non-approval reasons described herein and must consider the borrower for alternative loss mitigation options including HAFA.

The post-modification monthly mortgage payment ratio is based on the trial period payment. The servicer is not required to re-calculate the ratio at the end of the trial period plan.

If an investor is not participating in HAMP or has restrictions that make it unfeasible to complete the HAMP Tier 1 or Tier 2 standard modification waterfall steps, such as a total prohibition on modification of rental properties or a prohibition on converting the loan to a fixed interest rate, the servicer should identify this prior to conducting the NPV analysis.

Calculating Monthly Gross Income and Total Housing Expense for Rental Property Borrowers

Prior to evaluating a borrower for HAMP Tier 2, the servicer must determine the borrower's gross monthly income and total housing expense. The NPV model will use such amounts to determine whether the proposed HAMP Tier 2 modification falls within the Acceptable DTI Range. With respect to a loan secured by a rental property, the servicer will add net income from the subject rental property to the borrower's gross income from all other sources (including rental income from other rental properties) as described in Section 5.1.6, Chapter II of the *Handbook*, to calculate gross monthly income.

If the subject rental property has a net rental loss, the servicer will add the loss to the monthly PITIA of the borrower's principal residence to determine the borrower's total housing expense.

If there is no rental income from the subject property, the servicer will add the monthly post-modification PITIA of the subject rental property to the monthly PITIA of the borrower's principal residence to determine the total housing expense.

In the event there is more than one borrower obligated on a mortgage secured by a rental property, the income from all borrowers must be included in the gross monthly income calculation and the monthly PITIA of the principal residences of all borrowers must be included in the total housing expense calculation.

Prohibitions on Waterfall Steps

If investor guidelines or applicable law restricts or prohibits a step in either the HAMP Tier 1 or Tier 2 standard modification waterfall and the servicer partially performs it or skips it, the modification may still qualify for HAMP. Section 6.5, Chapter II of the *Handbook* is amended to state that if an investor or applicable law has such lesser restrictions (i.e., limits on capitalization, interest rate or term extension) the servicer should attempt to complete the waterfall steps subject to such restrictions as described below:

- If capitalization is not permitted by the investor or applicable law, the servicer should, if allowable, forgive the amount that would otherwise be capitalized or establish a non-interest bearing balloon payment (i.e., forbearance) due at maturity equal to the amount that would have been capitalized. Negative amortization after the modification effective date is prohibited.
- If the investor or applicable law does not permit the note rate of the mortgage to be modified below a certain value, the servicer should:
 - With respect to HAMP Tier 1, adjust the rate to the greater of the restriction rate or the rate required to achieve the target monthly mortgage payment.
 - With respect to HAMP Tier 2, adjust the rate to the greater of the restriction rate or the HAMP Tier 2 rate.
- If the investor or applicable law does not permit the note rate of the mortgage to be permanently modified, the servicer should:
 - With respect to HAMP Tier 1, adjust the rate to the rate required to achieve the target monthly mortgage payment for the maximum period allowed by the investor or under applicable law and then, as allowed by the investor or applicable law, step up to the note rate.
 - With respect to HAMP Tier 2, convert the note interest rate to a fixed rate if permitted and move to the next waterfall step.
- If the investor or applicable law does not permit an adjustable rate to be converted to a fixed rate, the loan is not eligible for HAMP modification in either HAMP Tier.
- If a term extension is limited or not permitted by the investor or applicable law, the servicer should extend the term as far as allowable and/or re-amortize the mortgage loan based upon the remaining term.
- If the current remaining term of the loan is greater than 480 months, the servicer should skip the term extension step.

Servicers must maintain evidence in the loan file documenting the nature of any deviation from the HAMP Tier 1 or Tier 2 standard modification waterfall steps and the fact that investor guidelines or applicable law restricted or prohibited the servicer from fully performing the modification step. The documentation must show that the servicer made a reasonable effort to seek a waiver from the investor and whether that waiver was approved or denied.

HAMP Tier 2 Alternative Modification Waterfall

Under HAMP Tier 2, the NPV model will evaluate any mortgage loan with a pre-modification mark-to-market LTV ratio greater than 115 percent using both the HAMP Tier 2 standard modification waterfall and the HAMP Tier 2 alternative modification waterfall that includes principal reduction down to the lesser of (i) an amount that would create a post modification mark-to-market LTV ratio of 115 percent using the interest bearing principal balance or (ii) 30 percent of the post-modified UPB (inclusive of arrearages), essentially replacing the required forbearance with principal forgiveness in the model. As in HAMP Tier 1, principal forgiveness in HAMP Tier 2 is optional; however investors who offer deferred principal forgiveness in accordance with the Principal Reduction Alternative (PRA) in HAMP Tier 2 are eligible for the same increased investor PRA incentives recently announced in Supplemental Directive 12-01.

Servicers may elect to forgive principal below 115 percent but in accordance with Section 13.3.4, Chapter 2 of the *Handbook*, will only be entitled to investor PRA incentives for amounts of forgiveness that result in a mark-to-market LTV ratio equal to or greater than 105 percent.

Investor Solicitation

Servicers are not required to re-solicit all investors for participation in MHA. However, in accordance with the provisions of Section 1.3, Chapter 1 of the *Handbook*, within 30 days of identifying an investor as unwilling to extend its participation in MHA or identifying a servicing agreement that limits or prohibits a servicer from offering HAMP Tier 2 (i.e., prohibition against modification of non-owner occupied mortgages or limits on multiple modification of the same mortgage), the servicer must contact the investor at least once, encouraging the investor to permit modifications under the extended and expanded MHA program. Within 30 days of identification of any change in investor participation, servicers must update their Investor Participation List.

Non-Approval Notices

Section 2.3, Chapter II of the *Handbook* describes conditions under which a non-approval notice must be sent to a borrower and discusses the contents of such notices. A borrower evaluated, but determined to be ineligible for HAMP Tier 2, must be sent a non-approval notice. The model clauses for borrower notices attached as Exhibit A to the *Handbook* will be amended to be consistent with the terms of HAMP Tier 2. Additionally, the current guidance in the *Handbook* is amended as follows:

- The offer of either a HAMP Tier 1 or HAMP Tier 2 trial period plan is considered a HAMP offer. Therefore, if an owner occupant borrower is evaluated, but determined to be ineligible for HAMP Tier 1, and is offered a HAMP Tier 2 trial period plan, the

servicer will not send a Non-Approval Notice and is not required to send NPV inputs to a borrower. However, if the borrower files an Escalated Case (as defined in Section 3.2, Chapter I of the *Handbook*) and requests NPV inputs, the servicer must provide them.

- As discussed above, if a servicer elects not to automatically evaluate borrowers for HAMP Tier 2 following a HAMP Tier 1 trial period plan default, the required non-approval notice must describe all available loss mitigation options, including HAMP Tier 2.
- If a loan is evaluated for both HAMP Tier 1 and HAMP Tier 2 but not approved for either Tier, the servicer will send a Non-Approval Notice that refers to the HAMP Tier 2 denial reason.
 - If a loan evaluated for HAMP Tier 2 does not meet the applicable minimum 10 percent payment reduction requirement, the servicer must send a non-approval notice and reference "Insufficient Monthly Payment Reduction" as the reason for denial.
 - If a loan evaluated for HAMP Tier 2 has a modified monthly mortgage payment-to-income ratio outside the Acceptable DTI Range, the servicer must send a non-approval notice and reference "Post-Modification DTI Outside Acceptable Range" as the reason for denial.
- If a borrower evaluated for HAMP is NPV negative for both Tiers, the servicer must send a Non-Approval Notice citing "NPV Negative Result" as the reason for the denial and include NPV inputs with the non-approval notice.

If a servicer has performed an NPV evaluation on any loan, including loans being evaluated for HAMP Tier 2, and the borrower is not offered a trial period plan or a permanent modification, the non-approval notice must include all NPV Data Input Fields, even if a negative NPV result was not the reason for denial. All borrower dispute procedures and timeframes in Section 2.3, Chapter I of the *Handbook* also apply to non-approvals for HAMP Tier 2. However, if a borrower has already received a HAMP Tier 2 permanent modification and executed the modification agreement, the servicer does not need to re-evaluate whether the borrower should have received a HAMP Tier 1 modification.

Incentive Compensation

Borrower, servicer and investor incentives for HAMP Tier 1 remain unchanged. The following incentives will be offered for loans modified under HAMP Tier 2:

- Upfront Servicer Compensation Incentive currently available under HAMP Tier 1 will be paid for permanent modifications under HAMP Tier 2.
- The investor Home Price Decline Protection and Current Borrower incentives currently available under HAMP Tier 1 will be paid for permanent modifications under HAMP

Tier 2, except that only modification of loans secured by owner occupied properties will be eligible for the Current Borrower incentive.

- Investors will be eligible for Payment Reduction Cost Share Incentives for HAMP Tier 2 permanent modifications equal to one-half of (i) the dollar difference between the borrower's post modification P&I payment under the HAMP Tier 2 modification and the borrower's pre-modification P&I payment or (ii) 15 percent of the borrower's pre-modification P&I payment, whichever is lower, paid out monthly over five years. To be clear, if the HAMP Tier 2 modification is on a loan that lost good standing on a HAMP Tier 1 permanent modification, the "pre-modification P&I payment" is the HAMP Tier 1 P&I payment.
- PRA investor incentives payable for HAMP Tier 2 permanent modifications that include PRA principal reduction will be paid in accordance with the schedule set forth in Supplemental Directive 12-01.

Loans modified under HAMP Tier 2 are not eligible for borrower pay-for-performance or servicer pay-for-success incentives.

HAFA

This Supplemental Directive amends HAFA policy as follows and allows servicers to implement such changes immediately:

- There are no longer any occupancy requirements for HAFA eligibility;
- Section 7.4, Chapter IV of the *Handbook* which states that the amount of the monthly mortgage payment during the term of the SSA, Alternative RASS or DIL Agreement must not exceed the equivalent of 31 percent of the borrower's monthly gross income is amended to allow a servicer to accept a full payment, if the borrower requests to make a full contractual payment in order to stay current on the loan; and
- Section 6.2.4.2, Chapter IV of the *Handbook* is amended to increase from \$6,000 to \$8,500 the amount a servicer may authorize the settlement agent to pay from gross proceeds to subordinate mortgage holder(s) in exchange for a lien release and full release of borrower liability. Investors will continue to be reimbursed one dollar for every three dollars of short sale proceeds paid to a subordinate mortgage holder up to \$2,000.
- Borrower relocation incentives will be limited to HAFA short sale or DIL transactions where the property is occupied by a borrower or a tenant at the time the SSA, Alternative RASS or DIL Agreement is executed and who will be required to vacate the property as a result of the short sale or DIL. Servicers must determine if a property subject to a HAFA transaction is occupied by a borrower or tenant who will be required to vacate and may only authorize relocation incentives for such occupants. Servicers must ensure that the HUD-1 reflects a payment to the borrower or tenant, when appropriate.

- The requirements in Section 11.2, Chapter IV of the *Handbook* related to credit bureau reporting of HAFA transactions are amended as follows:
 - If the real estate is sold for less than the full balance owed and the deficiency balance is forgiven, report the following Base Segment fields as specified:

Account Status Code = 13 (Paid or closed account/zero balance) or 65 (Account paid in full/a foreclosure was started), as applicable.

2MP

First lien loans in trial period plans and permanent modifications under HAMP Tier 2 will be included in the LPS matching process and, if there is a corresponding second lien serviced by a 2MP participant, such 2MP participating servicer must offer to modify the borrower's second lien in accordance with the guidance set forth in Chapter V of the *Handbook*.

Currently, if a HAMP Tier 1 first lien loan loses good standing, the related 2MP modification no longer receives incentives. This Supplemental Directive provides that a 2MP modification that is no longer receiving incentives because a HAMP Tier 1 loan lost good standing will be reinstated and may resume receiving incentives if the associated first mortgage is subsequently modified under HAMP Tier 2. The 2MP servicer will be notified through the LPS matching facility that the associated first lien has been re-modified and the 2MP servicer must resume monthly reporting for the 2MP modification in the HAMP Reporting Tool. Servicers will not be required to re-modify the loan, all prior modification terms apply. Upon receipt of the 2MP monthly report by the Program Administrator, 2MP incentive compensation will resume in accordance with the schedule set forth in current guidance. A true-up of incentives unpaid during the interim period between the Tier 1 and Tier 2 modifications will be calculated and paid, as appropriate.

Section 4.4, Chapter V of the *Handbook* states that if a 2MP servicer is aware that a property is not owner-occupied this would constitute fraud and the 2MP servicer should not proceed with the 2MP and must notify the Program Administrator. This section is amended to remove the parenthetical example of fraud.

Safe Harbor

Section 1.2, Chapter I of the *Handbook* is amended as follows:

As part of the Helping Families Save Their Homes Act of 2009 (HFSTHA), Congress amended the Truth in Lending Act to, among other things, provide a safe harbor to servicers that modify mortgages and engage in other loss mitigation activities consistent with guidelines issued by Treasury. Treasury has determined that each residential loan modification under HAMP (Tier 1 and Tier 2) (including PRA modifications) and 2MP, as well as each short sale and deed-in-lieu of foreclosure under HAFA is a "qualified loss mitigation plan" as defined in Section 201 of HFSTHA. However, this guidance does not mean that each such qualified loss mitigation plan automatically qualifies for safe harbor protection under HFSTHA. Servicers are reminded to

refer to Section 201 of the Act, which sets forth the specific requirements that must be satisfied. For example, these requirements include, among other items, that:

- The servicer must implement the qualified loss mitigation plan prior to December 31, 2012;
- Default on the payment of the related mortgage must have occurred, be imminent, or be reasonably foreseeable;
- The mortgagor must occupy the property securing the mortgage as his or her principal residence; and
- The servicer must reasonably determine that the qualified loss mitigation plan will likely provide an anticipated recovery on the outstanding principal mortgage debt in excess of the anticipated recovery through foreclosure.

Servicing Transfers

As set forth in Section 1.4.1, Chapter I of the Handbook, when a participating servicer transfers or assigns mortgage loans, or servicing rights relating to mortgage loans, that constitute Eligible Loans pursuant to the SPA, the transferee servicer must assume the transferor servicer's obligations under the SPA with respect to the Eligible Loans involved in the transfer. An "Eligible Loan" is defined in the SPA to include, among other things, any mortgage loan which is 60 days or more delinquent and otherwise eligible for consideration or process under one or more of the MHA programs at the time of transfer or assignment.

When determining whether a loan is an "Eligible Loan", servicers are reminded to take into consideration the expanded eligibility criteria described herein.

Annual Certification

As set forth in Section 2.6.2, Chapter I of the *Handbook*, servicers are required to certify on an annual basis as to their compliance pursuant to activities performed and obligations satisfied during the period from the effective date of the most recent prior certification through and including the subsequent certification effective date. This Supplemental Directive provides that a subsequent certification for HAMP is inclusive of HAMP Tier 2 for all subsequent certifications with an effective date on or after September 30, 2012. The due date for a servicer to deliver a subsequent certification to MHA-C is not later than 90 calendar days after the subsequent certification effective date.

Reporting

Reason Code Reporting

Section 11.4.1, Chapter II of the Handbook requires servicers to report a reason code for each loan that is evaluated for but not offered a trial period plan or where the borrower does not accept

the offered trial period plan. Currently only one reason code may be reported for each loan. With the introduction of HAMP Tier 2, servicers must now report a reason code for each loan that is evaluated for but not offered HAMP Tier 1 (i.e., income less than 31 percent DTI; excessive forbearance; or NPV negative for Tier 1) and, if applicable, a separate reason code for HAMP Tier 2. An updated list of reason codes will be available in the HAMP Additional Data Requirements Data Dictionary at www.HMPadmin.com.

Reporting HAMP Tier 2 Transactions

The reporting and payment processes are currently being updated by the Program Administrator to implement the terms of this Supplemental Directive. Servicers will be notified when such update is complete and the HAMP Reporting Tool is capable of processing HAMP Tier 2 transactions under this Supplemental Directive. Servicers should not report HAMP Tier 2 trial period plans or permanent modifications until the functionality to process HAMP Tier 2 incentives has been implemented in the HAMP Reporting Tool.

During the interim period, servicers must enter into HAMP Tier 2 trial period plans and permanent modifications in accordance with the guidance set forth herein and in the *Handbook* and collect and store information regarding such HAMP Tier 2 trial period plans and permanent modifications so that they can be reported when the updated processes become available. Incentives for HAMP Tier 2 permanent modification on such loans will be paid on permanent HAMP Tier 2 modifications when the updated reporting and payment processes are in place. Servicers should continue to report all HAMP Tier 1 trial period plans and permanent modifications in accordance with the procedures currently in place; the reporting and payment processes for such loans are not impacted by this Supplemental Directive.

Servicers are reminded that they must report NPV inputs and outputs used for evaluation through SD0906 Schedule III and the applicable NPV fields for loan setup. When the reporting processes are available, for owner occupant borrowers who are evaluated under both HAMP Tier 1 and HAMP Tier 2, servicers will be required to report NPV data for both Tiers. Furthermore, for borrowers who are only evaluated under HAMP Tier 2, servicers will be required to report NPV data for HAMP Tier 2.

Reporting 2MP Modifications Associated with HAMP Tier 2 First Lien Modifications

The reporting and payment processes for 2MP modifications associated with a first lien modified under HAMP Tier 2 are currently being updated by the Program Administrator. Servicers will be notified when the update is complete and the HAMP Reporting Tool is capable of processing 2MP modifications associated with HAMP Tier 2 first lien modifications. 2MP servicers should not report 2MP permanent modifications associated with HAMP Tier 2 modifications until notified by the Program Administrator that this functionality has been implemented in the HAMP Reporting Tool.

During the interim period, 2MP servicers must enter into 2MP modifications associated with a permanent HAMP Tier 2 modification in accordance with the guidance set forth herein and in the *Handbook* and must collect and store information regarding such 2MP modification so that

they can be reported when the updated processes become available. Incentives for 2MP modifications on such loans will be paid on 2MP modifications when the updated reporting and payment processes are in place. 2MP servicers should continue to report all 2MP modifications, associated with HAMP Tier 1 permanent modifications in accordance with the procedures currently in place; the reporting and payment processes for such loans are not impacted by this Supplemental Directive.

Reporting HAFA Transactions

The reporting and payment processes are currently being updated by the Program Administrator to implement the HAFA changes described in this Supplemental Directive. Servicers will be notified when such update is complete and the HAMP Reporting Tool is capable of processing HAFA transaction incorporating the HAFA changes described herein. During the interim period, submissions that are tied to a HAMP Tier 2 cancelled trial period plan or permanent modification should be held for reporting until such time that the reporting and payment processes are updated and the related incentives will be paid when the updated reporting and payment processes are in place. All other HAFA transactions can continue to be reported and incentives will be paid thereon based on the current HAFA incentive schedule. During the interim period, for submissions where the payoff to the subordinate mortgage holder is in excess of \$6,000, the servicer should report a payoff of \$6,000.

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

Wells Fargo Bank, NA Ultimate
Successor to First Union National
Bank,

Plaintiff,

v.

Albert J. Sanders a/k/a Albert Jerry
Sanders, Jr. a/k/a Albert J. Sanders,
Palmetto/Carolina Funding, LLC and
S.C. State Credit Union,

Defendants,

ELEVENTH JUDICIAL CIRCUIT
IN THE COURT OF COMMON PLEAS
C/A No.: 2011-CP-32-00293

SUPPLEMENTAL MEMORANDUM

COPY

I. INTRODUCTION AND FACTS

The instant action is one for foreclosure of real property located in Lexington County, South Carolina. A final foreclosure hearing was scheduled before The Honorable Clyde N. Davis, Jr. on February 12, 2016. At trial, the Defendant asserted the doctrine of unclean hands as a defense to the Plaintiff's foreclosure action based upon his claim that the Plaintiff did not solicit him for a loan modification pursuant to the Supplemental Directive dated March 9, 2012 regarding an extension to Home Affordable Modification Program (hereinafter "HAMP") which expanded eligibility for consideration under HAMP to certain borrowers who were previously ineligible for HAMP modifications under certain circumstances. This expansion is referred to as HAMP Tier 2 eligibility. A copy of the Supplemental Directive was admitted into evidence as Defendant's **Exhibit "3"**.

At the hearing, Judge Davis took the matter under advisement and the parties were given an opportunity to submit supplemental memoranda regarding the issue of HAMP Tier 2 eligibility. For the purposes of this memorandum, there are certain facts that are undisputed by the parties and was clearly established by the evidence introduced at trial. The subject property, located at 212 Adkins Circle, West Columbia, South Carolina 29170, is not the Defendant's principal residence. The Defendant testified that the property is occupied by his sister and further testified that she is not paying any rent and there exists no lease regarding her residing at the property.

The Defendant contends that the Plaintiff should have solicited him for a HAMP Tier 2 loan modification pursuant to the Supplemental Directive and, as such, the Plaintiff has unclean hands and should be barred from recovery in its foreclosure action. This memorandum will reflect that Supplemental Directive makes clear that the Plaintiff was under no obligation to solicit the instant loan for a HAMP Tier 2 modification and, as such, the Defendant's contention that the Plaintiff comes to Court with unclean hands is unsupported by any evidence.

II. DISCUSSION

The Defendant's claims regarding HAMP Tier 2 modification were raised as an affirmative defense, specifically the defense of unclean hands. It is well-established in South Carolina that a party asserting an affirmative defense is charged with the burden of proving that defense. *Pike v. South Carolina Department of Transportation*. 343 S.C. 224, 540 S.E.2d 87 (2000). Based upon an analysis of the Supplemental Directive and its application to the undisputed facts established at the trial, it is clear that the subject property is not a rental property under the definitions provided by the Supplemental Directive and the Plaintiff was not required to solicit the Defendant for a HAMP Tier 2 modification review. As such, the Defendant has not met his burden of proving his affirmative defense of unclean hands and judgment should be rendered in favor of the Plaintiff.

1. The subject property is not a rental property eligible for consideration under HAMP Tier 2.

The Supplemental Directive expanded HAMP eligibility to borrowers that were previously ineligible for HAMP modifications. Included in this expanded criteria was rental property under certain circumstances. Pursuant to the Supplemental Directive, "[a] 'rental property' is a property that is used by the borrower for rental purposes only and not occupied by the borrower, whether as a principal residence, second home, vacation home or otherwise 'rental property'". A rental property may be eligible for HAMP Tier 2 if:

- Two or more payments are due and unpaid (rental properties are not eligible for imminent default consideration);
- The borrower certifies that he or she does not own more than five single family properties;

- The rental property is currently occupied by a tenant as a principal residence or is vacant; and
- The borrower certifies in writing that he or she intends to rent the property to a tenant or tenants for at least five years following the effective date of any permanent modification and that he or she will make reasonable efforts to rent the property on a year-round basis if the property is or becomes vacant during such period. Notwithstanding the foregoing, during such five year period the borrower may sell the property, occupy it as the borrower's principal residence, or permit any dependent, parent or grandparent to occupy the property as such party's principal residence with no rent charges or collected."

Supplemental Directive 12-02, March 9, 2012, Pages 5-6.

The Supplemental Directive further clarifies the meaning of "rental property" with respect to instances where no rent is being charged by stating that, "[i]f a property is occupied as a principal residence by a legal dependent, parent, or grandparent of the borrower, but the borrower does not charge or collect rent, the property is considered a "rental property" that is occupied by a tenant for the purposes of HAMP Tier 2 requirements. Supplemental Directive 12-02, March 9, 2012, Page 6.

Applying this framework to the facts of the instant action, it is clear to see that the subject property is not a rental property for the purposes of the HAMP Tier 2 analysis. The Defendant testified during his direct testimony that the subject property is occupied by his sister and she has not paid him any money to occupy the property. The Defendant neither testified to the existence of a lease between him and his sister, nor was any evidence presented regarding the existence of a lease. The above-outlined definition of "rental property" does not extend to sibling tenants that pay no rent, thereby removing the subject property from HAMP Tier 2 legibility.

The subject property also fails to qualify as a "rental property" under the definition outlined in the Supplemental Directive based upon the Defendant owning more than five single family properties. The documents admitted at trial related to the Defendant's bankruptcy which was pending from December 4, 2009 until his discharge on November 13, 2012 clearly demonstrate that the Defendant owned more than five single family properties during the pendency of his Bankruptcy. See Plaintiff's Exhibits "7" through "13". The Supplemental Directive requires that the Defendant certify that he does not own more than five single family properties. Though the Defendant argued that the documents from his bankruptcy only shows properties he owned in 2009 when he initially filed his bankruptcy, the Defendant wasn't granted a discharge from bankruptcy until November 13, 2012 and, as such, the information listed in his

various bankruptcy filings is sufficient to determine that the Defendant indeed owned more than five single family properties as of March 9, 2012 (the date the Supplemental Directive was issued).

Based upon the foregoing, it is clear that the subject property is not a “rental property” eligible for HAMP Tier 2 consideration within the definitions provided by the Supplemental Directive relied upon by the Defendant. As such, the Defendant’s contention that he was entitled to HAMP Tier 2 review regarding the subject loan is simply without merit.

2. Even if the subject property were a rental property as defined by the Supplemental Directive, the Plaintiff was not required to solicit the Defendant for a HAMP

“Servicers must proactively solicit for HAMP any borrower whose loan passes the pre-screen unless the servicer has documented that the investor is not willing to participate in HAMP pursuant to the requirements of Section 1.3, Chapter I of the *Handbook*, except that servicers are not required to solicit borrowers who, prior to the Effective Date:

- Were two or more payments delinquent and did not occupy the mortgage property as a principal residence;
- Were two or more payments delinquent and were already solicited in accordance with the reasonable effort requirement;
- Were evaluated and determined to be ineligible for HAMP; or
- Had a payment default on a trial period plan or lost good faith standing on a permanent HAMP modification.”

Supplemental Directive 21-02, March 9, 2012, Page 8. (Emphasis Added).

The evidence presented at trial clearly demonstrates that the Defendant was delinquent more than two payments as of the effective date of the Supplemental Directive. To wit, it was firmly established at trial and uncontroverted that the payments falling due and after June 2009 were delinquent as of the effective date of the Supplemental Directive, June 1, 2012. In fact the Defendant was approximately three years in arrears before the Supplemental Directive took effect. It is undisputed that the Defendant has never occupied the property as a principal residence. As such, the Plaintiff was under no duty to solicit the Defendant for review for a HAMP Tier 2 modification and the Defendant’s assertion that the Plaintiff not soliciting him for such a review constitutes unclean hands cannot prevail.

It is worth noting that the Defendant’s pursuit of his unclean hands defense is designed to result in a windfall for the Defendant through barring the Plaintiff from enforcing its security

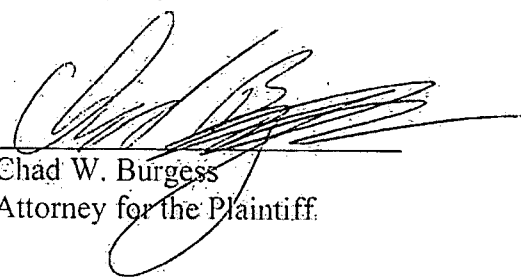
Page 4 of 5

interest in the subject property where the underlying debt has already been discharged in Bankruptcy. In seeking this windfall, the Defendant would have this Court declare that the Plaintiff has unclean hands based upon the Defendant's misinterpretation of the Supplemental Directive that clearly gives the Defendant no relief. To rule in this manner would give the Defendant a windfall in the form of title to the subject property free and clear of the Plaintiff's valid Mortgage. South Carolina law and public policy are quite clearly against awarding windfalls. *Williamson v. U.S. Fire Ins. Co.* 314 S.C. 215, 442 S.E.2d 587 (1994); see also *Edwards v. Columbia, S.C., Teachers Fed. Credit Union*, 276 S.C. 89, 275 S.E.2d 879 (1981).

III. CONCLUSION

The Plaintiff has firmly established that the subject property is not a "rental property" entitled to HAMP Tier 2 review under the definitions of the Supplemental Directive and that the Plaintiff was not required to solicit this loan for HAMP Tier 2 review pursuant to the Directive. Further, the Defendant clearly has not met his burden of proving his affirmative defense of unclean hands. As such, the Plaintiff is entitled to recover on its cause of action for foreclosure and the Plaintiff prays that this Court grant the relief sought in its Complaint.

Brock and Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, South Carolina 29210
Telephone: (803) 454-3540

By: 

Chad W. Burgess
Attorney for the Plaintiff

Dated: January 29, 2016
Columbia, South Carolina

RECEIVED

NOV 18 2016

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
EQUITY COURT

Clyde R. Davis, Special Referee

Appellate Case No. 2016-001217

Wells Fargo Bank, NA Ultimate Successor to First Union
National Bank, Respondent

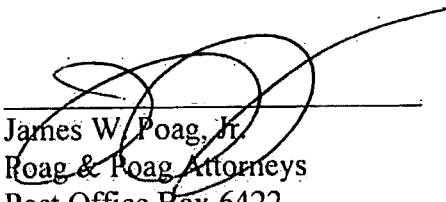
Vs.

Albert J. Sanders, a/k/a Albert Jerry Sanders, Jr., a/k/a Albert
J. Sanders, Palmetto/Carolina Funding, LLC and S.C. State Credit
Union, Defendants

Of Whom Albert J. Sanders, Jr. is the Appellant

CERTIFICATE OF COUNSEL

The undersigned certifies that the Record on Appeal contains all material proposed to be included by any of the parties to this action, and no other material.


James W. Poag, Jr.
Poag & Poag Attorneys
Post Office Box 6422
West Columbia, SC 29171
Attorney for Appellant