THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM YORK COUNTY
Master in Equity

Honorable S. Jackson Kimball III, Master in Equity Judge

Case No. 2014-CP-46-2394

Appellate Case No. 2015-02253

Nationstar Mortgage LLC

Respondent,

v.

Norman D. Lowery

Appellant.

RECORD ON APPEAL

Appellant:

Norman D. Lowery
309 Scoggins St.
Rock Hill SC 29730

Respondents Attorneys:
Mr. Andrew W. Montgomery
PO Box 100200, Columbia SC 29202
Mr. Trent M. Grissom
201 N Tyron St, Suite 3000,
Charlotte NC 28202
Mr. Robert A. Muckenfuss
201 N Tyron St, Suite 3000,
Charlotte NC 28202

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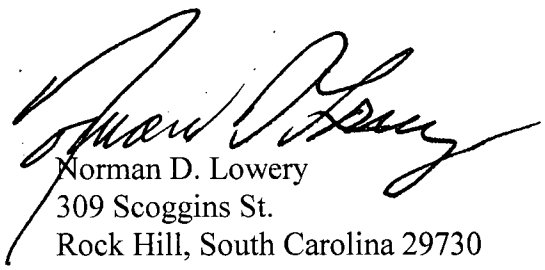
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I certify that this Record on Appeal contains no matter which is irrelevant to this appeal.

January 11, 2017



Norman D. Lowery
309 Scoggins St.
Rock Hill, South Carolina 29730
(828) 782-7020

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 14-CP-46-2394

Nationstar Mortgage LLC

PLAINTIFF(S)

Norman D. Lowery;

DEFENDANT(S)

Submitted by: Robert P. Davis (SC Bar #74030), Andrew W. Montgomery (SC Bar #79893); H. Guyton Murrell (SB Bar# 064134); John J. Hearn (SC Bar # 6635); Kevin T. Brown (SC Bar # 064236); Nikole Haltiwanger (SC Bar # 70491); Jason D. Wyman (SC Bar # 100271)
Attorneys for the Plaintiff
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220 Executive Center Drive, Suite 109
Post Office Box 100200
Columbia, SC 29202
(803) 744-4444
(803) 343-7013 - Fax
info@rtt-law.com

Attorney for : ☑ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

2015 SEP 28 AM 9:58

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2/3 for additional information.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other _____

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☑ See attached order (formal order to follow) ☐ Statement of Judgment by the Court: _____

ORDER INFORMATION

This order ☑ ends ☐ does not end the case.

Additional Information for the Clerk : As required by statute, a foreclosure sale has been or will be scheduled, which will officially end the case.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

All that certain piece, parcel; or lot of land, lying, being and situate in Kings Mountain Township, County of York, State of South Carolina and being shown and designated as Lot #1 containing 3.00 acres upon plat entitled "Property of James E. Ogden and Marian C. Ogden"

Transcript Copy

prepared by John Quinn Hall, RLS dated July 19, 2000, revised April 15, 2002 and recorded in the Office of the Clerk of Court for York County, SC in Plat Book C188 at Page 8, which plat is incorporated herein by reference, and having such metes, bounds, courses, and distances as by reference to said plat will more fully appear.
This being the same property conveyed to Norman D. Lowery by deed of James E. Ogden and Marian C. Ogden, dated July 13, 2010 and recorded July 15, 2010 in Book 11495 at Page 53 in the Office of the Clerk of Court for York County.

355-00-00-092

727 Sweet Meadow Ln
Clover, SC, 29710

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

JMHall — 3063 — 9/28/15

Circuit Court Judge/Master in Equity/Special Referee | **Judge Code** | **Date**

For Clerk of Court Office Use Only

This judgment was entered on the 28th day of Sept, 2015 and a copy mailed first class or placed in the appropriate attorney's box on this 28th day of Sept, 2015 to attorneys of record or to parties (when appearing pro se) as follows:

Rogers Townsend & Thomas, PC
P.O. Box 100200
Columbia, SC 29202-3400
ATTORNEY(S) FOR THE PLAINTIFF(S)
013225-03514

ATTORNEY(S) FOR THE DEFENDANT(S)

Wanda Hamilton
CLERK OF COURT

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

Court Reporter:

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF YORK	DOCKET NO. 14-CP-46-2394
Nationstar Mortgage LLC, Plaintiff, v. Norman D. Lowery; Defendant(s).	JUDGMENT OF FORECLOSURE AND SALE Deficiency Judgment Waived

2015 SEP 28 AM 9:53

(013225-03514)

A. Montgomery D. Norman Lowery

~~John J. Hearn,~~ Esquire
Attorney for the Plaintiff

A hearing was held September 23, 2015 at 09:30 AM. Evidence was presented, which is reported herewith, and from the evidence, I find and conclude as follows:

FINDINGS OF FACT:

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

2. The Summons and Complaint were filed on July 25, 2014.

3. Service was made upon all Defendant(s) as shown by the proof(s) of service filed herein.

4. The Defendant(s) Norman D. Lowery is in default.

5. The Defendant(s) Norman D. Lowery is not in the Military Service of the United States of America, as contemplated under The Servicemembers Civil Relief Act, 50 U.S.C. § 501 et. seq. as shown by affidavit, certificate or order filed herein.

6. No Defendant raised any issues related to Plaintiff's standing to prosecute this action.

7. Pursuant to the South Carolina Supreme Court Administrative Order 2009-05-22-01dated May 22, 2009, the Plaintiff set forth its belief in its Complaint or by Affidavit, which is already of record in this case, that the mortgage loan which is the subject of this foreclosure action is not eligible for modification pursuant to the terms of the Home Affordable Modification Program (HMP). Pursuant to the South Carolina Supreme Court Administrative Order dated May 22, 2009, Plaintiff's

attorney has not received a counter affidavit from any Defendant(s).

8. Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011.

9. All Pro Se Defendant(s) and all attorneys of record were notified of the time, date, and place of the hearing by letter and certificate of mailing of record herein.

10. Norman D. Lowery for value received, made, executed and delivered a(n) Fixed Rate Note dated July 13, 2010 promising thereby to pay to Plaintiff or its predecessor the sum of $95,000.00 with interest at 5.375% per annum. Other terms and conditions are stated in the Fixed Rate Note, of record herein.

11. To better secure the payment of the Fixed Rate Note described above, Norman D. Lowery made, executed, and delivered to Mortgage Electronic Registration Systems, Inc. as nominee for Coldwell Banker Mortgage, its successors and assigns (MIN# 100020071169278699) a certain real estate Mortgage in writing, dated July 13, 2010 covering real property in York County, which is the same as that described in the Complaint. This Mortgage was filed on July 15, 2010, and is of record in the Office of RMC/ROD in Book 11495 at Page 56. This Mortgage was subsequently assigned to PHH Mortgage Corporation by assignment dated April 24, 2013 and recorded May 6, 2013 in Book 13395 at Page 245; subsequently, assigned unto Nationstar Mortgage LLC by assignment dated May 12, 2015 and recorded June 4, 2015 in Book 14909 at Page 307.

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

12. The Plaintiff has alleged it is entitled to a declaratory judgment that the 1999 Palm Harbor Homes mobile home VIN No. PH3312482 on the subject property is subject to its first mortgage lien as an improvement to the secured real property. Despite being served with process in this case, the Defendant(s)/Mortgagor(s) Norman D. Lowery has failed to Answer or otherwise plead; therefore, the Plaintiff's allegations are deemed admitted. Furthermore, the Plaintiff's allegations are supported by the evidence presented on its behalf, including:

an Appraisal of the property conducted prior to the closing of the Plaintiff's first mortgage, showing that the mobile home was an improvement to the real property at the time the loan was originated; Based upon this evidence, I find that the intent of the parties at the closing of the Plaintiff's first mortgage was for the mobile home to be subject to the lien of the Plaintiff's first mortgage, in addition to the raw land, as an improvement to the real property and I conclude therefore that the Plaintiff is entitled to a declaratory judgment that the mobile home is subject to the first lien of the Plaintiff's first mortgage.

FOR A SECOND CAUSE OF ACTION
(Foreclosure of the Mortgage)

13. This Mortgage constitutes a purchase money first Priority lien on the subject property, subject only to ad valorem taxes or other liens/taxes given priority by statute.

14. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.

15. Payment due on the Fixed Rate Note has not been made as provided for therein, and the Plaintiff, as the holder or nominee for the holder, thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Fixed Rate Note and purchase money first Mortgage in the hands of the attorney herein for collection by foreclosure.

16. The sum of $3,225.00 is a reasonable fee to allow Plaintiff's counsel for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Fixed Rate Note and Mortgage. This fee is likewise reasonable based on the time necessarily devoted to representation of Plaintiff during the several month course of these proceedings. The services of counsel performed for Plaintiff, which include the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in this particular case also support the fee awarded. The fee is also reasonable given the professional standing of Plaintiff's counsel and their experience in handling foreclosure matters. The fee awarded herein is also reasonable in light of the fees customarily awarded by this court for similar services in this locality. Moreover, the efforts of Plaintiff's counsel have had the beneficial result of a prompt foreclosure of the Mortgage. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

17. According to Plaintiff's accounting, after all payments received by Plaintiff have been credited to the subject loan, the amount due and owing on the Fixed Rate Note, with interest at the rate provided in the Fixed Rate Note, advances made by Plaintiff, and other costs and expenses of the action, including a reasonable attorney fee, all secured by the Fixed Rate Note and Mortgage, is as follows:

(a)	Principal due January 1, 2013	$91,831.74
(b)	Interest from December 1, 2012 through July 6, 2015 at 5.375% per annum	$12,818.85
	Interest from July 7, 2015 through September 23, 2015 at 5.375% per annum	$1,068.08

(c) Allowable Advances (Escrow advances, corporate charges, paid attorney fees, paid costs and expenses from the foreclosure action, and/or other charges) $9,376.17

(d) Costs of collection prior to hearing (service, filing, etc.) $512.00

(e) Title Abstract Search $425.00

(f) Attorney Fee (awarded herein, but unpaid): $3,225.00

TOTAL debt secured by Fixed Rate Note and Mortgage, including interest to date shown $119,256.84

Interest shall accrue to the above stated "Total Debt" after the date of judgment at the rate of 5.375% per annum (pursuant to the terms of the Fixed Rate Note and purchase money first Mortgage). Accrued interest shall be added to the "Total Debt" and shall comprise the amount of the Plaintiff's debt secured by the purchase money first Mortgage through the date to which such interest is computed.

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

19. The following Defendant(s) may claim a subordinate lien upon or subordinate legal interest in the subject property and in the event there is a surplus from the sale of the subject property, these Defendant(s) may present through any such lien or legal interest a claim to the surplus at a hearing subsequent to the sale, in accordance with Rule 71(c) South Carolina Rules of Civil Procedure. The said Defendant(s) and such liens or legal interests are as follows:

a. None.

IT IS THEREFORE ORDERED:

20. Plaintiff has fully complied with The South Carolina Supreme Court Administrative Orders 2009-05-22-01 dated May 22, 2009 and 2011-05-02-01 dated May 2, 2011, and the foreclosure action may proceed.

21. Pursuant to S. C. Code Ann. § 15-53-20, et seq., the Plaintiff is entitled to a Declaratory Judgment that the mobile/manufactured home of Defendant(s) is an improvement to the

property which is the subject of this action and it therefore subject to the lien of the Plaintiff's first mortgage. As such, any judicial sale of the subject property in this case shall include the mobile home as an improvement to the real property. Pursuant to S. C. Code Ann. § 56-19-390, following the sale, the South Carolina Department of Motor Vehicles, shall issue a Certificate of Title to the mobile/manufactured home to the successful purchaser, or its successor or assigns, at the foreclosure sale.

22. There is due on the Fixed Rate Note and purchase money first Mortgage set forth in the Complaint the sum of $119,256.84, as set out in the Findings of Fact *supra*, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

23. The amount due in the preceding paragraph (the "Final Total Debt" as set out in the Findings of Fact *supra*) shall accrue interest at the rate of the respective note rate(s) per annum and together with such interest shall constitute the total judgment debt due Plaintiff.

24. The amount of the judgment shall be subject to increase to permit Plaintiff to recover additional costs, commissions, and expenses not included in the minimum deposit previously made in compliance with S.C. Code Ann. §14-11-310 (1976). It may also increase to include supplemental compensation for attorneys' services not contemplated by the initial fee award. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs or supplemental compensation. Such additional costs, commissions and expenses may be established by affidavit and shall be adjudicated by the court without further hearing.

25. The Defendant(s) liable for the aforesaid judgment debt of the Fixed Rate Note and Mortgage including interest at the rate of 5.375% per annum shall pay on or before the date of sale of the property hereinafter described, to Plaintiff or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, including with the costs and disbursements of this action.

26. On default of payment at or before the time of the sale of the property, the mortgaged property described hereinafter shall be sold by the below signed Master in Equity or Special Referee or other court-appointed or designated agent or auctioneer at public auction 1 North Congress Street, York, South Carolina, and State of South Carolina on a sales day determined by the below signed Master in Equity or Special Referee, on the following terms:

a. For cash or its equivalent: An immediate deposit of 5% is required on the amount of the bid. The deposit will be applied to the purchase price when total compliance is made. In the event compliance is not made, the deposit shall be forfeited without further hearing and applied first to costs and expense of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse either to make the required deposit at time of bid or to comply with the other terms of the bid within 20 days, then the property may be re-sold on the same terms and conditions on the same or some subsequent sales

day and at the risk of the defaulting bidder.

b. Interest on the balance of the bid after the deposit is applied shall be paid through the day of compliance at the Note rate of 5.375%.

c. The sale shall be subject to taxes and assessments, existing easements and restrictions, and any other senior encumbrances.

d. Purchaser shall pay for any statutory commission on sale from the proceeds of the final bid amount.

e. Purchaser to pay for deed preparation, costs of recording the deed, and transfer taxes on the deed.

f. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed is issued by the Master in Equity or Special Referee.

27. A personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

28. Plaintiff may waive any of its rights, including its right to a deficiency judgment in accordance with Rule 71, of the South Carolina Rules of Civil Procedure, prior to sale.

29. The Master in Equity will give notice of the time and place of the sale by advertisement according to law and the terms thereof by advertisement according to law and will execute to the Purchaser a deed to the property sold. Plaintiff or any other party to this action may become a purchaser at such sale. If, upon such sale being made, the Purchaser should fail to comply with the terms thereof within 20 days after date of sale, then the Master in Equity may advertise the said premises for sale on the next or some other subsequent sales day at the risk of the highest bidder and so from time to time thereafter until a full compliance shall be secured.

30. In the event an agent of 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 same terms and conditions as set forth in this Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

31. If Plaintiff is the successful bidder at the said sale for a sum not exceeding the amount of costs and expenses of the sale, plus the indebtedness of Plaintiff in full, Plaintiff may pay to the Master in Equity only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

32. The Master in Equity will apply the proceeds of the sale as follows:

FIRST: To the payment of the permitted costs, charges, and expenses of this action, including any Guardian ad Litem fee, Servicemember Civil Relief Act attorney fee, or any other attorney's awarded under this or any other Order of this Court;

NEXT: To the payment to Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same; and the Plaintiff's attorney shall receive and disburse such funds only in absolute compliance with Plaintiff's principal, interest allowable advances, and related calculations of this Court, including the Court's award for attorney fees, court permitted charges and taxable costs pursuant to Rules 54 and 71 of the South Carolina Rules of Civil Procedure and the terms of the Note and Mortgage;

NEXT: Any surplus will be held pending further Order of the Court as provided for in the South Carolina Rules of Civil Procedure, particularly Rule 71(c) of the South Carolina Rules of Civil Procedure.

33. In the event the successful bidder is someone other than the Defendant(s) in possession of the subject property, and title by deed from the Court is vested in such purchaser, the Sheriff of York County, upon issuance of a writ of assistance by the Court, is ordered and directed to eject and remove from the property the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet, and peaceable possession of said property without delay, and to keep said successful bidder or his assigns in such peaceable possession.

34. In the event the successful bidder is other than the Defendant(s) in possession of the subject property and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said property, and title by deed from the Court is vested in such purchaser, upon receipt of title from the Court, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

35. The Defendant(s) named herein, and all persons whosoever claiming under Defendant(s), is forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged property so sold, or any part thereof.

36. In accordance with Rule 77(d), of the South Carolina Rules of Civil Procedure, the Clerk of Court shall serve a notice of entry of this Judgment of Foreclosure upon all parties not in default for failure to appear in this action.

37. The deed of conveyance made pursuant to the foreclosure sale shall contain

the names of only the first-named Plaintiff and the first-named Defendant(s), and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of the filing of the notice of pendency of the within action, and the name of the grantee. The Register of Deeds/Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

38. The undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

39. The following is a description of the property herein ordered to be sold:

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

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

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

Property Address: 727 Sweet Meadow Ln
Clover, SC 29710

TMS# 355-00-00-092

S. Jackson Kimball, III
Master in Equity

9/23, 2015
York, South Carolina

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF YORK	DOCKET NO. 14-CP-46-2394
Nationstar Mortgage LLC, Plaintiff, v. Norman D. Lowery; Defendant(s).	RECORD OF HEARING (Pursuant to Rule 71, SCRCP) Deficiency Judgment Waived

(013225-03514)

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

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

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

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

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

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

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

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

1. Affidavit of Attorney Fees
2. Affidavit of Costs

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

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

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

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

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

York, South Carolina
September 23, 2015 at 09:30 AM.

ROGERS TOWNSEND
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

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

August 31, 2015

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

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

Dear Sir or Madam:

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

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

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

Sincerely,

Paralegal for:
Robert P. Davis (SC Bar #74030)
H. Guyton Murrell (SC Bar # 064134)
Kevin T. Brown (SC Bar # 064236)
Jason D. Wyman (SC Bar # 100271)
Andrew W. Montgomery (SC Bar #79893)
John J. Hearn (SC Bar # 6635)
Nikole Haltiwanger (SC Bar # 70491)

220 Executive Center Drive
Columbia, SC 29210

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

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

PLAINTIFF'S EXHIBIT 1

STATE OF SOUTH CAROLINA COUNTY OF YORK PHH Mortgage Corporation, Plaintiff, v. Norman D. Lowery; Defendant(s).	IN THE COURT OF COMMON PLEAS DOCKET NO. 14-CP-46-2394 CERTIFICATE OF MAILING Deficiency Judgment Waived

(013225-03514)

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

Dawn Walton
Michelle King
Christy McCutchen
Matt Kilpatrick

Loan Number [redacted]

NOTE

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

July 13, 2010 [Date] **CLOVER** [City] **South Carolina** [State]

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

1. BORROWER'S PROMISE TO PAY

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

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

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

2. INTEREST

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

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

3. PAYMENTS

(A) Time and Place of Payments

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

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

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

(B) Amount of Monthly Payments

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

4. BORROWER'S RIGHT TO PREPAY

The Borrower shall have the right to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or $100 00, whichever is less Any Prepayment in full of the indebtedness shall be credited on the date received, and no interest may be charged thereafter. Any partial Prepayment made on other than an installment due date need not be credited until the next following installment due date or 30 days after such Prepayment, whichever is earlier

PLAINTIFF'S EXHIBIT 2

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000% of my overdue payment. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. ALLONGE TO THIS NOTE

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

☐ Graduated Payment Allonge ☐ Other [Specify] ☐ Other [Specify]

11. UNIFORM SECURED NOTE

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

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

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

NORMAN D LOWERY _____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower _____ (Seal) -Borrower

_____ (Seal) -Borrower _____ (Seal) -Borrower

_____ (Seal) -Borrower _____ (Seal) -Borrower

[Sign Original Only]

Return To:

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

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

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

[Space Above This Line For Recording Data]

MORTGAGE

MIN [redacted]

DEFINITIONS

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

(A) **"Security Instrument"** means this document, which is dated July 13, 2010 together with all Riders to this document.
(B) **"Borrower"** is NORMAN D LOWERY, AN UNMARRIED MAN

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

PLAINTIFF'S EXHIBIT 3

(D) "Lender" is Coldwell Banker Mortgage

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

(E) "Note" means the promissory note signed by Borrower and dated July 13, 2010
The Note states that Borrower owes Lender Ninety-Five Thousand Dollars and Zero Cents
(U.S. $ 95,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1st, 2040
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY of YORK :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

Tax Map #3550000092

This mortgage encompasses the land and its improvements which consist of a Manufactured Home dwelling that is permanently affixed to the land and is a part of the real property. Said improvements are further described in Schedule A of the Title (see attached). The unit was manufactured by (Palm Harbor) in (1999) with a model name of (464-T). The unit is comprised of approximately (1943) square feet of living space. The HUD Data Plate Serial Number is (PF3312-482) with Certification Label Number (PP3573923)

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

Parcel ID Number: which currently has the address of

727 SWEET MEADOW LANE LANE [Street]

CLOVER [City], South Carolina 29710 [Zip Code]

("Property Address"):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed, sealed and delivered in the presence of:

Chausima Holt

NORMAN D LOWERY (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

BK 11495 PG0069

STATE OF SOUTH CAROLINA, YORK County ss:

I, W. M. Brice, III do hereby certify that

NORMAN D LOWERY

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

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

Notary Public for South Carolina

My Commission Expires: 3.25.15

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

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

(LOWERY.N062010/LOWERY.N062010/7)

BK 11495 PG0071

Loan #: [redacted]
Case #: [redacted]

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

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

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

(Property Address)

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

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

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

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

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

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

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

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

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

NORMAN D LOWERY -Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

011227-01181

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

ASSIGNMENT OF MORTGAGE/ DEED OF TRUST

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

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

MIN #[redacted]
Task ID: LOGAST MERS Phone: 1-888-679-6377

For Value Received, Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for COLDWELL BANKER MORTGAGE, its successors and assigns whose address is PO Box 2026, Flint, Michigan 48501-2026, hereby assigns and transfers to PHH MORTGAGE CORPORATION, its successors and assigns, whose address is 1 MORTGAGE WAY, MT. LAUREL, NJ 08054, all its right, title and interest in and to a certain Mortgage / Deed of Trust executed by NORMAN D LOWERY, and bearing the date of 07/13/2010, and recorded on 07/15/2010 in the office of the recorder of YORK County, State of SC, in Book, Volume, or Liber No. 11495, at page 56 or as No. 201000106144 in the amount of $95000.00
Property Address: 727 SWEET MEADOW LN LN CLOVER SC 29710

Signed on 04/24, 2013

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

Witness: Joshua Dawson

By: _____
Amber Mooney-Assistant Secretary

Witness: Irma Y. Cruz

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

Notary Public

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

PLAINTIFF'S EXHIBIT 4

Recording Requested By:
Nationstar Mortgage

When Recorded Return To:

DOCUMENT ADMINISTRATION
Nationstar Mortgage
8950 CYPRESS WATERS BLVD
COPPELL, TX 75019

201500300161
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON, CLERK OF COURTS
05-04-2015 At 10:58 am
ASSIGNMENT 6.00
OR Vol 14909 Pass 307 - 307

CORPORATE ASSIGNMENT OF MORTGAGE

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

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

Executed By: NORMAN D LOWERY, AN UNMARRIED MAN To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR COLDWELL BANKER MORTGAGE
Date of Mortgage: 07/13/2010 Recorded: 07/15/2010 In Book/Reel/Liber: 11495 Page/Folio: 56 as Instrument No.: 201000108144 In the County of York, State of South Carolina.

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

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

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

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

By: _____
WILLIAM VIANA, Assistant Secretary

WITNESS _____
VALENCIA METCALF

WITNESS _____
JUSTIN MOON

STATE OF Texas
COUNTY OF Dallas

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

WITNESS my hand and official seal.

_____
ERIC TODD RITTMUELLER
Notary Expires: 10/09/2017

ERIC TODD RITTMUELLER
Notary Public, State of Texas
My Commission Expires
October 09, 2017

(This area for notarial seal)

Instrument 201500300161 OR Vol 14909 Page 307

"NR"NRNATT"05/12/2015 09:17:07 AM" NATT01NATTA0000000000000067923" SCYORK" 0623606460 SCSTATE_MORT_ASSIGN_ASSN "JM2"JM2NATT"

Manufactured Home Appraisal Report File [redacted]

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

SUBJECT

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

CONTRACT

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

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

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

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

NEIGHBORHOOD

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

Neighborhood Characteristics			Manufactured Housing Trends			Manufactured Housing			Present Land Use %
Location	☐ Urban	☐ Suburban ☒ Rural	Property Values	☐ Increasing	☒ Stable ☐ Declining	PRICE	AGE		One-Unit 60 %
Built-Up	☐ Over 75%	☒ 25-75% ☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance ☐ Over Supply	$ (000)	(yrs)		2-4 Unit %
Growth	☐ Rapid	☒ Stable ☐ Slow	Marketing Time	☐ Under 3 mths	☒ 3-6 mths ☐ Over 6 mths	50	Low	NEW	Multi-Family %
Neighborhood Boundaries	THE SUBJECT NEIGHBORHOOD BOUNDARIES ARE AS FOLLOWS:					150	High	30	Commercial %
NORTH-HWY.55,WEST-HWY.321,SOUTH-YORK TOWNSHIP,EAST-HWY.49.						100	Pred.	10	Other VAC40 %

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

SITE

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

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

FEMA Special Flood Hazard Area ☐ Yes ☒ No | FEMA Flood Zone X | FEMA Map # 45091C0165E | FEMA Map Date 9/26/2008
Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe
Is the site size, shape and topography generally conforming to and acceptable in the market area? ☒ Yes ☐ No If No, explain
Is there adequate vehicular access to the subject property? ☒ Yes ☐ No If No, describe
Is the street property maintained? ☒ Yes ☐ No If No, describe
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe
THERE WERE NO ADVERSE EASEMENTS OR ENCROACHMENTS OBSERVED. THE UTILITY OF THE SUBJECT'S SITE IS COMPARABLE TO TYPICAL SITES IN THIS AREA. WELL AND SEPTIC SYSTEMS ARE COMMON IN THE AREA. NO ORDORS, STANDING WATER NOR ANY OTHER DEFECT IN THE SEPTIC SYSTEM WAS OBSERVED. THERE IS NO PUBLIC WATER OR SEWER IN A 2 MILE RADIUS

HUD DATA PLATE

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

Manufacturer's Serial #(s)/VIN #(s) PF3312-482
HUD Certification Label #(s) PP3573923
Manufacturer's Name PALM HARBOR | Trade/Model 464-T | Date of Manufacture 1999
Do the Wind, Roof Load, and Thermal Zones meet the minimum HUD requirements for the location of the subject property? ☒ Yes ☐ No If No, explain

PLAINTIFF'S EXHIBIT 5

Manufactured Home Appraisal Report

File [redacted]

IMPROVEMENTS

General Description	Foundation	Exterior Description materials/condition	Interior materials/condition
# of Units ☒ One ☐ Additions	☐ Poured Concrete ☐ Concrete Runners	Skirting BRICK/A	Floors CPT/VINYL/A
# of Stories ☒ 1 ☐ 2. ☐ Other	☒ Block & Pier ☐ Other-att. description	Exterior Walls VINYL/A	Walls DWA
Design (Style) MANUFACT/A	☐ Full Basement ☐ Partial Basement	Roof Surface FG./A	Trim/Finish WOOD/A
# of Sections ☐ 1 ☒ 2 ☐ 3	Basement Area N/A sq.ft.	Gutters & Downspouts NONE	Bath Floor VINYL/A
☐ Other	Basement Finish N/A %	Window Type VIN/DH/A	Bath Wainscot FIBER/A
Type ☒ Det. ☐ Att. ☐ S-Det./End Unit	☐ Outside Entry/Exit ☐ Sump Pump	Storm Sash/Insulated STORM/ALL/A	Car Storage ☒ None
☒ Existing ☐ Proposed ☐ Under Const.	Evidence of ☐ Infestation NONE NTD	Screens YES/A	☒ Driveway # of Cars 2
Year Built 1999 Effective Age (Yrs) 10	☐ Dampness ☐ Settlement	Doors INSULATED/A	Driveway Surface GRAVEL
Attic ☒ None	Heating ☒ FWA ☐ HWBB ☐ Radiant	Amenities ☐ Woodstove(s) #	☐ Garage # of Cars
☐ Drop Stair ☐ Stairs	☐ Other Fuel ELECTRIC	☒ Fireplace(s) # 1 ☐ Fence	☐ Carport # of Cars
☐ Floor ☐ Scuttle	Cooling ☒ Central Air Conditioning	☐ Patio/Deck ☒ Porch	☐ Attached ☐ Detached
☐ Finished ☐ Heated	☐ Individual ☐ Other	☐ Pool ☒ Other WORKSH	☐ Built-In

Appliances ☐ Refrigerator ☒ Range/Oven ☒ Dishwasher ☐ Disposal ☐ Microwave ☐ Washer/Dryer ☒ Other (describe) FAN HOOD

Finished area **above** grade contains: 5 Rooms 3 Bedrooms 2 Bath(s) 1,943 Square Feet of Gross Living Area Above Grade

Describe any additions or modifications (decks, rooms, remodeling, etc.) **FIREPLACE IS VENTED**

Installer's Name N/A Date Installed 1999 Model Year 1999

Is the manufactured home attached to a permanent foundation system? ☒ Yes ☐ No If No, describe the foundation sytem and the manner of attachment.

Have the towing hitch, wheels, and axles been removed? ☒ Yes ☐ No If No, explain

Is the manufactured home permanently connected to a septic tank or sewage system and other utilities? ☒ Yes ☐ No. If No, explain

Does the dwelling have sufficient gross living area and room dimensions to be acceptable to the market? ☒ Yes ☐ No If No, explain

Additional features (special energy efficient items, non-realty items, etc.) N/A.

The appraiser must rate the quality of construction for the subject unit based on objective criteria (such as N.A.D.A. Manufactured Housing Appraisal Guide®, Marshall & Swift Residential Cost Handbook®, or other published cost service). The appraiser must also report the source used for this quality of construction rating determination.

Quality ☐ Poor ☐ Fair ☒ Average ☐ Good ☐ Excellent Identify source of quality rating INSPECTION

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). NO REPAIRS OBSERVED

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe

COST APPROACH

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW

Source of cost data | Effective date of cost data | Quality rating from cost service

OPINION OF SITE VALUE		$	Exterior Dimensions of the Subject Unit		
Section One	1,943 Sq. ft. @ $	$	X	=	Sq. ft.
Section Two	Sq. ft. @ $	$	X	=	Sq. ft.
Section Three	Sq. ft. @ $	$	X	=	Sq. ft.
Section Four	Sq. ft. @ $	$	X	=	Sq. ft.
		$	Total Gross Living Area:		Sq. ft.
		$	Other Data Identification		
		$	N.A.D.A. Data Identification Info: Edition Mo:	Yr:	
	Sub-total:	$	MH State: Region:	Size: ft. x	ft.
	Cost Multiplier (if applicable):	x	Gray pg. White pg.	Black SVS pg.	
	Modified Sub-total:		15 years and older Conversion Chart pg.	Yellow pg.	
	Physical Depreciation or Condition Modifier:		Comments		
	Functional Obsolescence (not used for N.A.D.A.):				
	External Depreciation or State Location Modifier:				
	Delivery, Installation, and Setup (not used for N.A.D.A.):	$			
	Other Depreciated Site Improvements:	$			
	Market Value of Subject Site (as supported above):	$			
	Indicated Value by Cost Approach:	$	Estimated Remaining Economic Life (HUD and VA only)		50 Years

Summary of Cost Approach THE COST APPROACH WAS NOT RELEVANT OR NECESSARY TO MAKE A VALUE DETERMINATION ON THIS PROPERTY.

REMAINING ECONOMIC LIFE: 50 YEARS

Manufactured Home Appraisal Report

File [redacted]

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

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

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	727 Sweet Meadow Ln CLOVER, S.C. 29710-8840	1065 TURKEY CREEK ROAD YORK, S.C. 29745		2345 KINGSBURY ROAD YORK, S.C. 29745		731 O'MALLEY'S CT CLOVER, S.C. 29710	
Proximity to Subject		6 MILES SOUTH		2 MILES EAST		6 MILES NORTH	
Sale Price	$ 95,000		$ 90,000		$ 89,900		$ 106,500
Sale Price/Gross Liv. Area	$ 48.89 sq.ft.	$ 46.30 sq.ft.		$ 59.93 sq.ft.		$ 54.98 sq.ft.	
Manufactured Home		☒ Yes ☐ No		☒ Yes ☐ No		☒ Yes ☐ No	
Data Source(s)		MLS DOM 40		MLS DOM 227		MLS DOM 346	
Verification Source(s)		COUNTY RECS		COUNTY RECS		COUNTY RECS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sales or Financing Concessions		CC-3500 CONV		CC-0 OWNER		CC-0 FHA	
Date of Sale/Time		6/2/10		2/15/10		7/7/09	
Location	RURAL	RURAL		RURAL		RURAL	
Leasehold/Fee Simple	Fee Simple	FEE		FEE		FEE	
Site	3 AC	5 AC	-2,000	.50 AC	+3,000	2.4 AC	
View	RES/A	RES/A		RES/A		RES/A	
Design (Style)	MANUFACT/A	MANUFACT/A		MANUFACT/A		MANUFACT/A	
Quality of Construction	VINYL/A	VINYL		VINYL		VINYL	
Actual Age	A11 E10	A38 E18	+7,200	A11 E10		A12 E5	-5,300
Condition	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Above Grade Room Count (Total / Bdrms. / Baths)	5 / 3 / 2	5 / 2 / 2		5 / 3 / 3	-1,000	7 / 4 / 2	
Gross Living Area	1,943 sq.ft.	1,944 sq.ft.		1,500 sq.ft.	+6,600	1,937 sq.ft.	
Basement & Finished Rooms Below Grade	N/A N/A	N/A N/A		N/A N/A		N/A N/A	
Functional Utility	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Heating/Cooling	FWA/CEN.	FWA/CEN.		FWA/CEN.		FWA/CEN.	
Energy Efficient Items	IG	IG		IG		IG	
Garage/Carport	NONE	1 CAR CP	-2,000	2 CAR GAR	-4,000	NONE	
Porch/Patio/Deck	PORCH	PORCH		STOOP	+1,000	PORCH,DECK	-1,500
FIREPLACE	FP	FP		FP		FP	
FENCE	NONE	NONE		NONE		NONE	
OTHER	WKSP 13X26	NONE	+2,000	WKSP 24X24		SCR PORCH	-3,000
Net Adjustment (Total)		☒ + ☐ -	$ 5,200	☒ + ☐ -	$ 5,600	☐ + ☒ -	$ -9,800
Adjusted Sale Price of Comparables		Net Adj. 5.8 % Gross Adj. 14.7 %	$ 95,200	Net Adj. 6.2 % Gross Adj. 17.4 %	$ 95,500	Net Adj. 9.2 % Gross Adj. 9.2 %	$ 96,700

SALES COMPARISON APPROACH

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

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

Data source(s) MLS/FILES/COUNTY RECORDS

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

Data source(s) MLS/FILES/COUNTY RECORDS

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

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

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

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

RECONCILIATION

Indicated Value by Sales Comparison Approach $ 96,000

Indicated Value by: Sales Comparison Approach $ 96,000 **Cost Approach $** N/A **Income Approach (if developed) $** N/A

THE MARKET APPROACH IS THE BEST INDICATOR OF VALUE.

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

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 96,000 **, as of** 6/7/2010 **, which is the date of inspection and the effective date of this appraisal.**

Manufactured Home Appraisal Report

F [redacted]

ASSIGNED 06/04/2010

LIST TO SALE RATIO IS 98.2%

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

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

ADDITIONAL COMMENTS

INCOME

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

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

Summary of Income Approach (including support for market rent and GRM) THE PROPERTY IS NOT AN INCOMING PRODUCING PROPERTY SO AN INCOME APPROACH IS NOT NECESSARY.

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

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

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

Legal name of project

Total number of phases	Total number of units	Total number of units sold
Total number of units rented	Total number of units for sale	Data source(s)

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

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

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

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

Describe common elements and recreational facilities.

Manufactured Home Appraisal Report File [redacted]

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

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

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

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

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

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

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

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

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Manufactured Home Appraisal Report

File [redacted]

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

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I also developed the cost approach to value as support for the sales comparison approach. I have adequate comparable market and cost data to develop reliable sales comparison and cost approaches for this appraisal assignment. I further certify that I considered the income approach to value but did not develop it, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Manufactured Home Appraisal Report File [redacted]

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

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

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

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

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

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

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

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

APPRAISER JAMES F. BOWMAN CG-156

Signature James F Bowman

Name James F. Bowman State Certified General Real Estate Appraiser License #CG156

Company Name BASIC REAL ESTATE SERVICES

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

Telephone Number (803) 328-6251

Email Address jim.bowman@basicrealestate.net

Date of Signature and Report 6/7/2010

Effective Date of Appraisal 6/7/2010

State Certification # CG-156

or State License #

or Other

State SC

Expiration Date of Certification or License 6/30/2010

ADDRESS OF PROPERTY APPRAISED

727 Sweet Meadow Ln

CLOVER, S.C. 29710-8840

APPRAISED VALUE OF SUBJECT PROPERTY $ 96,000

LENDER/CLIENT

Name

Company Name DEPARTMENT OF VETERAN AFFAIRS

Company Address INTENDED USER-ANY VA APPROVED LENDER

Email Address

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature

Name

Company Name

Company Address

Telephone Number

Email Address

Date of Signature

State Certification #

or State License #

State

Expiration Date of Certification or License

SUBJECT PROPERTY:

- [x] Did not inspect subject property
- [ ] Did inspect exterior of subject property from street
  Date of Inspection
- [ ] Did inspect interior and exterior of subject property
  Date of Inspection

COMPARABLE SALES

- [x] Did not inspect exterior of comparable sales from street
- [ ] Did inspect exterior of comparable sales from street
  Date of Inspection

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF YORK	DOCKET NO. 14-CP-46-2394
Nationstar Mortgage LLC, Plaintiff, v. Norman D. Lowery; Defendant(s).	AFFIDAVIT OF VERIFIED STATEMENT OF ACCOUNT Deficiency Judgment Waived

(013225-03514)

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

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

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

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

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

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

PLAINTIFF'S EXHIBIT 6

Principal Balance	$91,831.74
Interest Total	$12,818.85
from December 1, 2012 to July 6, 2015 at 5.375%	
Per Diem at $13.52	
Pre-acceleration Late Charges	$0.00
Property Tax Advances	$2,083.33
Hazard Insurance Advances	$2,803.84
MIP\PMI	$0.00
Total Property Inspection Fees	$60.00
Property Preservation Expenses	$78.00
Prior Foreclosure Fees	$4,351.00
Escrow Balance Credit	$0.00
Credits	$0.00
Other	$0.00
Payment Advance - Principal/Interest/Escrow	$0.00
Total	$114,026.76

FURTHER AFFIANT SAYETH NOT.

8/18/15

Printed Name: Darla Duncan

document execution specialist

Title

8/18/15

Date

State of Texas

County of Denton

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

Charles G. Cook III

(NOTARY SEAL) Signature of Notary Public

CHARLES G. COOK, III
Notary Public, State of Texas
My Commission Expires
December 15, 2015

STATE OF SOUTH CAROLINA

COUNTY OF YORK

Nationstar Mortgage LLC,

Plaintiff,

v.

Norman D. Lowery;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 14-CP-46-2394

AFFIDAVIT OF COSTS
Deficiency Judgment Waived

2015 SEP 28 AM 9:53

(013225-03514)

PERSONALLY appeared before me, the undersigned, who being duly sworn, deposes and says:

I am one of the attorneys for Plaintiff in the above-captioned action for which the following costs, which are secured by the mortgage being foreclosed, have been incurred to date and not reflected as a portion of the corporate advance:

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

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

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

Andrew W. Montgomery (SC Bar #79893)
John J. Hearn (SC Bar # 6035)
Nikole Haltiwanger (SC Bar # 70491)

220 Executive Center Drive
Columbia, SC 29210

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

Columbia, South Carolina

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

(L.S.)

(Signature)

Jonathan Fletcher

(Printed Name)

Notary Public for South Carolina
My Commission Expires: _____

JONATHAN FLETCHER NOTARY PUBLIC SOUTH CAROLINA Exp. August 15, 2022

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF YORK	DOCKET NO. 14-CP-46-2394
Nationstar Mortgage LLC, Plaintiff, v. Norman D. Lowery; Defendant(s).	AFFIDAVIT OF ATTORNEY'S FEES Deficiency Judgment Waived

2015 SEP 28 AM 9:53

(013225-03514)

PERSONALLY appeared before me, the undersigned, who being duly sworn, deposes and says:

I am one of the attorneys for Plaintiff in the above-captioned action.

Background of Representation and Nature; Extent and Difficulty of the Representation

Plaintiff engaged my law firm, Rogers Townsend & Thomas, PC, to foreclose the mortgage that is the subject of this action. Plaintiff instructed our firm to handle this action as expeditiously as possible. Moving foreclosure cases along quickly is important to our clients because almost always our client's equity position deteriorates with time as the borrower fails to pay interest on his or her loan. Furthermore, in foreclosure cases, our clients face the increased risk that borrowers will not preserve the value of their homes as well as those borrowers who are not in default. Finally, there is a risk that they will allow their insurance to lapse or will not be able to pay their real property taxes.

When it referred this case to us, our client also provided us with an extensive list of instructions, including compliance with investor requirements and/or government or private insuring agreements and federal and state consumer protection laws.

Foreclosure cases typically involve multiple defendants, defendants with competing interests, and, frequently, third-party bidders. Unlike many other cases involving litigation, they require a title abstract to be performed. Foreclosure cases are governed by state statutes, specific rules of civil procedure, and an ever-growing body of common law. They also involve consumer rights protected by both federal and state statutes and case law. Frequently, homeowners will file petitions in the United States Bankruptcy Court to forestall the loss of their homes. Foreclosure cases usually involve pro se litigants who often contact our firm by telephone or in person (at the office or in court just before the hearing) to learn about the process, to learn how to reach our client directly, to try to bring their loan current, to pay off their loan, or to have their loan modified. At the time we accept a case, we do not know

the full extent of the challenges we will run into and have to deal with for the fees we have agreed to handle the case for.

When RTT assumed the representation of Plaintiff in this foreclosure action, we assumed a number of risks. Those risks include the possibility that any of the parties involved (the plaintiff, the court, our own staff, a third-party bidder, or some other third party) could make an error at any stage of the process. Errors made in the process of a foreclosure case can be expensive to remediate, largely because of the value of real property, but also because our client's instruction that we complete cases as expeditiously as possible requires us to presume that, for the most part, the legal process will run smoothly and without unnecessary errors or delays. We also incurred the risk that the borrower might try to mislead us about a loss mitigation resolution or that he or she might file a bankruptcy petition just before a critical event in the case.

I am informed and believe that Plaintiff selected RTT to handle this foreclosure because we have a large staff of attorneys and other skilled non-attorney professionals who are highly trained in a legal system that enables RTT to comply with Plaintiff's instructions. RTT also has expensive computer systems, and RTT creates and maintains data about our clients and the court system in the state that enable us to move cases quickly, to comply with the law, and to deal with borrowers. RTT also has sufficient capital to allow it to advance the litigation expenses required for cases to move quickly and efficiently. RTT has a proven track record with Plaintiff for accomplishing its work expeditiously and inexpensively.

We received this file and entered data about this case into our system to enable the rest of the foreclosure process to run smoothly. We then updated that data as we learned more about the case. We examined the title to identify all parties having or claiming any interest in the subject real estate. Ultimately, my fellow counsel, our staff, and I have been responsible for the preparation of the following pleadings and other documents in this case:

1. Lis Pendens and any amendment thereto
2. Summons and Complaint and any amendment thereto
3. Notice of Foreclosure Intervention and any other required documents pursuant to South Carolina Administrative Order 2011-05-02-01
4. Affidavits and proposed Orders for publication
5. Affidavit of Default
6. Consent(s) to Order of Reference
7. Order of Reference
8. Notice(s) of Hearing
9. Record of Hearing
10. Proposed Judgment of Foreclosure and Sale
11. Notice of Sale

Additionally, we have been responsible for preparing and serving the pleadings upon each defendant personally or by statutory/substitute service; obtaining reinstatement and payoff figures and payment histories (if requested or required); and scheduling and attending the hearing in this matter.

Our responsibilities after today include sending copies of the notice of the entry of judgment to appearing defendants, obtaining bidding instructions from Plaintiff or its designee, representing Plaintiff at the sale or arranging for such representation, preparing an Order of Sale or Report on Sale and Disbursements and Order Confirming Sale, and preparing the Foreclosure Deed and any other documents necessary in this particular action.

I am informed and believe that all litigation expenses were reasonably and necessarily incurred.

Time Necessarily Devoted to the Case

We do not keep up with the time we spend on each case. To do so would create unnecessary costs for both our client and for the borrower. After today, however, I estimate that, in addition to the time and effort we have expended to date in prosecuting this action, our firm will spend a minimum of four more hours working on the case. Moreover, depending upon the interest shown by defendants, third parties, or counsel for either and the inherent negotiations required thereby, other time may also be committed to the completion of the case. In that regard, I reserve the right to re-visit the question of attorney's fees should the action proceed in an unexpected way.

Professional Standing of Counsel

The attorneys at RTT who primarily work on foreclosure cases in South Carolina are Robert P. Davis, Andrew W. Montgomery, H. Guyton Murrell, John J. Hearn, Kevin T. Brown, Nikole Haltiwanger and Jason D. Wyman. Some or all of them worked on this case. We occasionally call on other lawyers in the firm to help us out.

I. Mr. Davis has concentrated his practice in the areas of real estate and foreclosure since his admission to the bar in 2005. His experience includes closing mortgage loan transactions and representing lenders and servicers in foreclosure actions throughout South Carolina.

II. Mr. Montgomery was admitted to the South Carolina Bar in 2010. He concentrates his practice in the areas of foreclosures and real estate. Since 2010, Mr. Montgomery has represented lenders and servicers in foreclosure and other related actions throughout South Carolina.

III. Mr. Murrell concentrates his practice in the areas of foreclosure, mortgage litigation, real estate, bankruptcy, and title insurance defense. Mr. Murrell has 20 years of experience in foreclosure and bankruptcy matters and has been a frequent speaker at continuing legal education

seminars. He is author of "Mortgages on Mobile Homes: How Secure is Your Secured Interest?" and co-author of "Master of His Domain: The Equity court – Yesterday and Today".

IV. Mr. Brown has concentrated his practice in the areas of bankruptcy, foreclosure and real estate since his admission to the bar in 1991. Since 1993, he has represented lenders and servicers in thousands of foreclosure actions throughout South Carolina. He is personally familiar with the requirements of individual masters-in-equity and special referees in South Carolina.

V. Mr. Hearn concentrates his practice in the areas of foreclosure and real estate. Since 2002, he has represented lenders or servicers in foreclosure and other related actions throughout the state of South Carolina.

VI. Ms. Haltiwanger was admitted to the South Carolina Bar in 2003 and concentrates her practice in the areas of foreclosure, real estate and bankruptcy. She represents lenders and servicers in foreclosure, bankruptcy and other real estate matters throughout South Carolina.

VII. Mr. Wyman was admitted to the South Carolina Bar in 2011. He concentrates his practice in the areas of foreclosures and real estate. Since 2011, Mr. Wyman has represented lenders and servicers in foreclosure and other related actions throughout South Carolina.

In addition, we have available to us other attorneys in the firm who handle non-routine or contested litigation matters more than we do. Finally, we are able to provide legal services inexpensively because we use a staff of highly trained and efficient non-attorney professionals, all of whom are supervised by some or all of the attorneys listed above.

Contingency of Compensation

We work on a flat-fee basis for uncontested cases. When a case becomes contested, we are sometimes paid an additional flat sum for specific tasks, or we are paid by the hour.

In any event, in almost all of our cases our clients do not pay us until long after it has referred the case to us. Because of the long delay between the work we perform and when we are paid, we run the risk that our client will go into insolvency proceedings or transfer a loan to another entity during the foreclosure proceeding and never pay us. Our experience has confirmed the reality of such risk of non-payment.

Beneficial Results Obtained

I have submitted this affidavit because I believe the Court will enter a judgment of foreclosure and sale consistent with the relief we requested in the pleadings. Therefore, if the court is considering this affidavit, it is only because my law firm has obtained a beneficial result for my client.

Customary Legal Fees for Similar Services

Under the foregoing recitals, I have found that courts generally award attorney's fees of $4,500.00 or more for similar uncontested residential foreclosure cases in South Carolina. The fee I am requesting in this case is in line with those awards. This sum is contemplated in language contained in the mortgage previously offered into evidence in this action.

Conclusion

In view of all of the foregoing facts and the size of the mortgage debt involved in this case, in my professional opinion a reasonable attorney's fee would be $3,225.00 plus expenses.

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF
Robert P. Davis (SC Bar #74030)
H. Guyton Murrell (SC Bar # 064134)
Kevin T. Brown (SC Bar # 064236)
Jason D. Wyman (SC Bar # 100271)
Andrew W. Montgomery (SC Bar #79895)
John J. Hearn (SC Bar # 6635)
Nikole Haltiwanger (SC Bar # 70491)
220 Executive Center Drive
Columbia, SC 29210
Post Office Box 100200 (29202)
(803) 744-4444

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

(Signature)

Jonathan Fletcher

(Printed Name)

Notary Public for South Carolina
My Commission Expires:

JONATHAN FLETCHER NOTARY PUBLIC SOUTH CAROLINA Exp. August 15, 2022

NOTICE OF SALE

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

All that certain piece, parcel, or lot of land, lying, being and situate in Kings Mountain Township, County of York, State of South Carolina and being shown and designated as Lot #1 containing 3.00 acres upon plat entitled "Property of James E. Ogden and Marian C. Ogden" prepared by John Quinn Hall, RLS dated July 19, 2000, revised April 15, 2002 and recorded in the Office of the Clerk of Court for York County, SC in Plat Book C188 at Page 8, which plat is incorporated herein by reference, and having such metes, bounds, courses, and distances as by reference to said plat will more fully appear.
Derivation: Book 11495 at Page 53
727 Sweet Meadow Ln, Clover, SC 29710

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

355-00-00-092

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

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

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

John J. Hearn, Esq.
Attorney for Plaintiff
P.O. Box 100200
Columbia, SC 29202-3200
(803) 744-4444
013225-03514
Website: www.rtt-law.com (see link to Resources/Foreclosure Sales)

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

9/23/15

NOTICE TO PRINTER: Please insert:

_____Once during week commencing _____
_____Once during week commencing _____
_____Once during week commencing _____

2015 SEP 28 AM 9:53

STATE OF SOUTH CAROLINA

COUNTY OF YORK

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

PHH Mortgage Corporation ☑ Plaintiff
v.
Norman D. Lowery; ☐ Defendant
Check box above indicating submitting party

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

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☑ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPROSED ORDER/CONSENT ORDER (Complete SECTIONS II and III)**

SECTION I: Hearing Information

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

SECTION II: Motion Type

☐ Written motion attached
☑ Form Motion —
I hereby move for relief or action by the court as set forth in the attached proposed order.

_____ September 15, 2015
Signature of ~~Attorney~~ for Plaintiff/~~Defendant~~ Date submitted

SECTION III: Motion Fee

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

2015 SEP 28 AM 9:30

JUDGE'S SECTION

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

CODE: _____ Date: _____

_____
JUDGE

CLERK'S VERIFICATION

Date Filed:

Collected by: VS
(print name)
☑ MOTION FEE COLLECTED: $25.00
☐ CONTESTED—AMOUNT DUE: _____

SCCA/233 (12/2009) 013225-03514

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF YORK	DOCKET NO. 14-CP-46-2394
PHH Mortgage Corporation, Plaintiff, v. Norman D. Lowery; Defendant(s).	ORDER SUBSTITUTING PLAINTIFF Deficiency Judgment Waived

2015 SEP 28 AM 9:30

(013225-03514)

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

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

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

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

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

AND IT IS ORDERED.

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

York, South Carolina
9/23, 2015.

STATE OF SOUTH CAROLINA
COUNTY OF YORK
COMMON PLEAS COURT

CASE NO. 2014 -CP-46- 2394

PHH Mortgage Corporation VS Norman D. Lowery

Plaintiff(s) Defendant(s)

FILED-RECEIVED
2015 JUN -2 AM 10: 38
DAVID HAMILTON
C.C.C.P. & GS
YORK COUNTY, SC

I find that this case should be referred to a master-in-equity or special referee because:

___ All of the parties not in default consent to the reference.

___ None of the parties have made a timely demand for a jury trial.

___ This is an equitable matter.

X SEE ATTACHED ORDER

Accordingly, this matter is referred to the master-in-equity or _____ as a special referee to:

___ Hold a hearing(s) and file a report. Any review of this report shall be in the manner prescribed by Rule 53(e)(2), SCRCP.

X Hold a hearing(s) and enter final judgment in this matter. Any appeal from an order of judgment of the master-in-equity or special referee shall be directly to the Supreme Court. See S.C. Code Ann. S 14-11-85 (Supp. 1994).

IT IS SO ORDERED.

David Hamilton
CLERK OF COURT

Laura R. Baer
Norman P. Lowery (Pro Se)
H. Drayton Merrell

The Supreme Court of South Carolina

FILED-RECEIVED
2015 JAN -8 PM 4:06
DAVID HAMILTON
C.C.C.P. & GS
YORK COUNTY, SC

ORDER

Pursuant to the provisions of S.C. CONST. Art. V, §4,

IT IS ORDERED that the Honorable S. Jackson Kimball, III, Master-in-Equity for York County, is hereby assigned as a Circuit Judge for York County to assist with the docket and perform the following:

1. In civil jury matters from the date of filing, unless otherwise directed by the Chief Judge for Administrative Purposes for the Circuit, to hear and dispose of any or all motions and pretrial proceedings, including damages hearings; and to perform all administrative duties necessary to prepare these cases for trial or other disposition, including sounding the trial roster and docket, but excepting those matters and/or proceedings reserved to the Chief Judge for Administrative Purposes for the Circuit; and

2. In civil nonjury matters from the date of filing, unless otherwise directed by the Chief Judge for Administrative Purposes for the Circuit, to hear and dispose of any or all motions and pretrial proceedings, and to perform all administrative duties necessary to prepare these cases for trial or other disposition, including sounding the trial roster and docket, and to try these matters to conclusion, but excepting those matters and/or proceedings reserved to the Chief Judge for Administrative Purposes for the Circuit; and

3. Hear appeals from Magistrate, Municipal and Probate Courts, as well as cases involving judicial review and/or appeal of decisions of administrative agencies or commissions; and

4. Accept Grand Jury returns when needed; and

5. Hear and approve or disapprove settlements of minor's interest and all other people with an incapacity, and wrongful death and survivor actions settlements; and

6. Perform such other duties as to effectuate the intent of this Order.

The purpose of this assignment is to allow Judge Kimball to assist with the docket and perform these additional duties in accordance with his schedule and taking into consideration his judicial duties as Master-in-Equity. Regular Circuit Judges shall also continue to hear these matters.

IT IS FURTHER ORDERED that, except for mortgage foreclosure cases, the clerk of the circuit court, at the expiration of 120 days from the date of filing, shall refer all non-jury cases to Judge Kimball, as Master-in-Equity. At the time of the reference, the equity court clerk shall bill the plaintiff's attorney the cost of the reference according to the schedule of costs in effect, and this bill must be paid prior to the matter being set for hearing. Judge Kimball may, in his discretion, remand any case referred to him back to the circuit court for disposition by a Circuit Judge.

This order is effective January 1, 2015 and shall remain in effect until January 1, 2016.

Jean Hoefer Toal
Chief Justice

December 16, 2014
Columbia, South Carolina

STATE OF SOUTH CAROLINA
EQUITY COURT

1 North Congress Street
Post Office Box 627
York, South Carolina
29745

S. Jackson Kimball, Judge

Telephone 803-628-3930
Telecopier 803-628-3934

E-mail: jack.kimball@
yorkcountygov.com

FROM: S. Jackson Kimball, Master in Equity / Special Circuit Court Judge

I have been assigned the non-jury case listed on the enclosed referral order from the Clerk of Court. The order shows you as an attorney of record in the case.

If the case is to go forward, the **attorney for the Plaintiff** must send the required fee to this office made payable to the Master-in-Equity. In addition to payment of the statutory reference fee, **the attorney for the Plaintiff must call this office to schedule a hearing date**. If the fee is not received **and** the hearing is not scheduled, or scheduling issues resolved with the Court, within **30 days** from the filing date of the referral order, the case will be dismissed for failure to prosecute. The case will not be restored to the roster of cases except upon motion to restore and a showing of good cause.

Rule 5(d), SCRCP, requires filing of proof of service of the Summons and Complaint within 10 days after service. If service has not been accomplished to date, the case should not be kept on the Court's roster, as there is no active case. Thus, if proof of service has not already been filed, the Court must receive proof(s) of service of the Summons and Complaint within **30 days** of the date of this letter, or the case will be dismissed for failure to prosecute. The case will then have to be recommenced by refiling and service of the Summons and Complaint.

The schedule of fees is as follows: $125.00 for a foreclosure action, partition action or quiet title action; $50.00 for all other cases, except supplementary proceedings, which are $25.00. All motions require a fee of $25.

Thank you for your cooperation. If you have any questions, please do not hesitate to call our office.

Yours very truly,

S. Jackson Kimball
Master In Equity / Special Circuit Court Judge
York County

SJK/mam

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF YORK	DOCKET NO. 14-CP-46-2394
PHH Mortgage Corporation, Plaintiff, v. Norman D. Lowery; Defendant(s).	CERTIFICATE OF DEFAULT AND NON-MILITARY SERVICE Deficiency Judgment Waived

(013225-03514)

The undersigned attorney for Plaintiff asserts that more than thirty (30) days have elapsed since the service of the Summons and Complaint upon the Defendant(s). The following Defendant(s) has/have not answered, plead, or otherwise defended this action, pursuant to Rule 55(a), SCRCP: Norman D. Lowery. Therefore, the Defendant(s) Norman D. Lowery, is in default.

According to Plaintiff's business records, affidavit(s) of service, search(es) of the Department of Defense or any other obtained information, the Defendant(s) Norman D. Lowery, is not in the Military Service of the United States as contemplated by the provisions of the Servicemembers Civil Relief Act, 50 U.S.C. app. § 501 et. seq.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.
Executed on 6/9/15.

Nikole D Haltiwanger

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF
Robert P. Davis (SC Bar #74030)
H. Guyton Murrell (SC Bar # 064134)
Kevin T. Brown (SC Bar # 064236)
Jason D. Wyman (SC Bar # 100271)
Ashley M. Wheeling-Goodson (SC Bar # 101423)
Andrew W. Montgomery (SC Bar #79893)
John J. Hearn (SC Bar # 6635)
Nikole Haltiwanger (SC Bar # 70491)

220 Executive Center Drive
Columbia, SC 29210
(013225-03514)

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

Columbia, South Carolina

FILED-RECEIVED
2015 JUN 23 AM 11:40
DAVID HAMILTON
C.C.C.P. & GS
YORK COUNTY, SC

Department of Defense Manpower Data Center

Results as of : Jun-09-2015 07:12:46 AM

SCRA 3.0

Status Report Pursuant to Servicemembers Civil Relief Act

Last Name: LOWERY
First Name: NORMAN
Middle Name: D.
Active Duty Status As Of: Jun-09-2015

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Arlington, VA 22350

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq; as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL: http://www.defenselink.mil/faq/pis/PC09SLDR.html. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: J8P677D1Z118D00

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS

COUNTY OF YORK CASE NO. 14-CP-46-2394

MOTION AND ORDER INFORMATION FORM AND COVER SHEET

PHH Mortgage Corporation ☑ Plaintiff

v.

Norman D. Lowery; ☐ Defendant

Check box above indicating submitting party

name, S.C.Bar no, and address of plaintiff's attorney	name, S.C.Bar no, and address of Defendant's attorney
Robert P. Davis (SC Bar #74030), Andrew W. Montgomery (SC Bar #79893), H. Guyton Murrell (SC Bar# 064134); John J. Hearn (SC Bar # 6635); Kevin T. Brown (SC Bar # 064236); Ashley M. Wheeling-Goodson (SC Bar # 101423); Nikole Haltiwanger (SC Bar # 70491); Jason D. Wyman (SC Bar# 100271) 220 Executive Center Drive, Columbia, SC 29210 telephone: 803-744-4444 fax: 803-343-7013	telephone: email: other:

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**

☑ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**

☑ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: _____

Estimated Time Needed: _____ Court Reporter Needed: YES/NO

SECTION II: Motion Fee

FILED-RECEIVED
2015 JUN 23 AM 11:40
DAVID HAMILTON
C.C.C.P. & GS
YORK COUNTY, SC

☑ PAID —AMOUNT: $25.00

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

SECTION III: Motion Type

☐ Written motion attached

☑ Form Motion —

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

Nikole D Haltiwanger
Signature of Attorney for Plaintiff/Defendant

June 9, 2015
Date submitted

JUDGE'S SECTION

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

☐ Other

JUDGE

CODE: _____ Date: _____

CLERK'S VERIFICATION

Collected by: B Henke
(print name)

DATE FILED
6/23/15

☑ MOTION FEE COLLECTED: $25

☐ CONTESTED—AMOUNT DUE: _____

SCCA/233 (1/2003)

STATE OF SOUTH CAROLINA

COUNTY OF YORK

PHH Mortgage Corporation,

Plaintiff,

v.

Norman D. Lowery;

Defendant(s).

(013225-03514)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 14-CP-46-2394

ORDER OF REFERENCE

Deficiency Judgment Waived

Pursuant to Rules 53(b) of the South Carolina Rules of Civil Procedure, the above-entitled case is an action for foreclosure and may be referred to a Master in Equity or Special Referee in the above-entitled county by order of a circuit court judge or the clerk of court.

IT IS HEREBY ORDERED, that this action is referred to the Honorable S. Jackson Kimball, III, as Master in Equity to take testimony and to direct entry of final judgment in this action under Rule 53(b), SCRCP, and all matters arising from or reasonably related to such action. The Master in Equity shall retain jurisdiction to perform all necessary acts incident to this foreclosure action including issuance of a writ of assistance or issuance of any rule to show cause including but not limited to any rule to show cause why a party should not be bound by the judgment of foreclosure. Further, the Master in Equity shall retain jurisdiction to hear any action contesting the validity of the foreclosure action or sale or any motions pursuant to the South Carolina Rules of Civil Procedure including but not limited to Rule 60(b). Judicial sales will be conducted pursuant to S.C. Code Section 15-39-680 or on any other convenient sale's date as may be determined by the Master in Equity/Special Referee.

The hearing shall be held in the Office of the Honorable S. Jackson Kimball, III, as Master in Equity for York County, located at:

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

David Hamilton

___ Circuit Court Judge for York County
_✓_ Clerk of Court for York County

York, South Carolina

June 22, 2015

FILED-RECEIVED
2015 JUN 23 AM 11:40
DAVID HAMILTON
C.C.C.P.& GS
YORK COUNTY, SC

STATE OF SOUTH CAROLINA

COUNTY OF YORK

PHH Mortgage Corporation,

Plaintiff,

v.

Norman D. Lowery;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 14-CP-46-2394

ATTORNEY CERTIFICATION
Deficiency Judgment Waived
(Mortgagor Denied)

(013225-03514)

Pursuant to Supreme Court Administrative Order 2011-05-02-01 ("the Order"), and upon information and belief, the undersigned attorney hereby certifies the following:

1) That the Mortgagor, as defined by the Order, has been served with notice of right to foreclosure intervention;

2) That Plaintiff or its designated agents have received and examined all records and documents (if any) submitted by the Mortgagor to evaluate the loan for foreclosure intervention;

3) That the Mortgagor has been given a full and fair opportunity to submit any additional information pertaining to the subject loan to Plaintiff or its agents for consideration;

4) That after a complete review of all available information, Plaintiff has determined, as of March 9, 2015 that the Mortgagor does not qualify for any foreclosure intervention options as contemplated by the Order;

FILED-RECEIVED
2015 MAR 11 AM 11:40
DAVID HAMILTON
C.C.C.P. & G.S.
YORK COUNTY, SC

5) That on March 10, 2015, a Notice of Foreclosure Intervention Denial was served on the Mortgagor(s) as required by the Order and Plaintiff has not entered into any other settlement agreements with the Mortgagor(s) as of the date stated in Plaintiff's Notice of Foreclosure Intervention Denial.

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF
Robert P. Davis (SC Bar #74030)
H. Guyton Murrell (SC Bar # 064134)
Kevin T. Brown (SC Bar # 064236)
Jason D. Wyman (SC Bar # 100271)
Ashley M. Wheeling-Goodson (SC Bar # 101423)
Andrew W. Montgomery (SC Bar #79893)
John J. Hearn (SC Bar # 6635)
Nikole Haltiwanger (SC Bar # 70491)

220 Executive Center Drive
Columbia, SC 29210
Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF YORK	DOCKET NO. 14-CP-46-2394
PHH Mortgage Corporation, Plaintiff, v. Norman D. Lowery; Defendant(s).	CERTIFICATE OF MAILING Deficiency Judgment Waived

(013225-03514)

Pursuant to the South Carolina Supreme Court Administrative Order 2011-05-02-01 the undersigned, says that he/she mailed a copy of the Attorney Certification in the above-referenced foreclosure action upon the parties listed below by placing a copy of the Attorney Certification in the United States Mail, postage paid, to be mailed to the parties set forth below at the following addresses this 10 day of March, 2015:

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

FILED-RECEIVED
2015 MAR 11 AM 11:40
DAVID HAMILTON
C.C.C.P. & G.S.
YORK COUNTY, SC

Dannyel Allen

Lauran Hutchins
Oneshia Green
Jessica Bowen
Kim Falls
Dannyel Allen
Amanda Barfield

P.O. Box 11773 (29211) • 220 Executive Center Drive • Columbia, South Carolina 29210
Tel: 803-744-4444 • Fax: 803-343-7017 • Web: www.rtt-law.com

STATE OF SOUTH CAROLINA

COUNTY OF YORK

PHH Mortgage Corporation,

Plaintiff,

v.

Norman D. Lowery;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2014CP4600394
2014LP4600567

LIS PENDENS
Deficiency Judgment Waived

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2014 JUL 25 PM 12:13
DAVID HAMILTON
C.C.C.P.&G.S.
YORK COUNTY, SC

(011227-01447)

NOTICE IS HEREBY GIVEN THAT an action has been or will be commenced in this Court upon complaint of the above-named Plaintiff against the above-named Defendant(s) for the foreclosure of a certain mortgage of real estate given by Norman D. Lowery to Mortgage Electronic Registration Systems, Inc. as nominee for Coldwell Banker Mortgage, its successors and assigns (MIN# 100020071169278699) dated July 13, 2010, and recorded in the Office of the RMC/ROD for York County on July 15, 2010, in Mortgage Book 11495 at Page 56. This Mortgage was subsequently assigned to the Plaintiff herein by assignment dated April 24, 2013 and recorded May 6, 2013 in Book 13395 at Page 245.

The premises covered and affected by the said mortgage and by the foreclosure thereof were, at the time of the making thereof and at the time of the filing of this notice, described as follows:

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

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

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

Property Address: 727 Sweet Meadow Ln
Clover, SC 29710

TMS# 355-00-00-092

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

220 Executive Center Drive
Columbia, SC 29210

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

Columbia, South Carolina
July 24, 2014

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

2014CP4602394

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

PHH Mortgage Corporation, Plaintiff(s)

vs.

Norman D. Lowery, Defendant(s)

FILED-RECEIVED
2014 JUL 25 PM 12:
DAVID HAMILTON
CCC-CP-GP

Submitted By: Robert P. Davis (SC Bar #74030), Vance L. Brabham, III (SC Bar #71250), Andrew W. Montgomery (SC Bar #79893), Andrew A. Powell (SC Bar #100210); J. Pamela Price (SC Bar # 014336); Laura R. Baer (SC Bar # 101076); H. Guyton Murrell (SB Bar# 064134); John J. Hearn (SC Bar # 6635); Kevin T. Brown (SC Bar # 064236); Ashley M. Wheeling-Goodson (SC Bar # 101423) Attorneys for the Plaintiff
011227-01447

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

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

DOCKETING INFORMATION (*Check all that apply*)
**If Action is Judgment/Settlement do not complete*

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

NATURE OF ACTION (Check One Box Below)

Contracts
- ☐ 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)

Administrative Law/Relief
- ☐ Reinstate Drv. License (800)
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction (830)
- ☐ Forfeiture-Petition (840)
- ☐ Forfeiture-Consent Order (850)
- ☐ Other (899)

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)
- ☐ Confession of Judgment (770)
- ☐ Petition for Workers Compensation Settlement Approval (780)
- ☐ Other (799)

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 Deposition (650)
- ☒ Motion to Quash Subpoena in an Out-of-County Action (660)
- ☐ Sexual Predator (510)

Submitting Party Signature: Laura Baer **Date:** 7/24/14

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

FOR MANDATED ADR COUNTIES ONLY

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

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

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

1. The parties shall select a neutral and file a "Proof of ADR" form or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.

2. The initial ADR conference must be held within 300 days after the filing of the action.

3. Pre-suit medical malpractice mediations required by S.C. Code § 15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)

4. Cases are exempt from ADR only upon the following grounds:

   a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;

   b. Requests for temporary relief;

   c. Appeals;

   d. Post Conviction relief matters;

   e. Contempt of Court proceedings;

   f. Forfeiture proceedings brought by governmental entities;

   g. Mortgage foreclosures; and

   h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.

5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.

6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference had been concluded.

011227-01447

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

STATE OF SOUTH CAROLINA YORK COUNTY PHH Mortgage Corporation, Plaintiff vs. Norman D. Lowery; Defendant.	)	IN THE CIRCUIT COURT FOR THE SIXTEENTH JUDICIAL CIRCUIT 2014CP4602394 CERTIFICATE OF EXEMPTION FROM ADR DOCKET NO.

I certify that this action is exempt from ADR because:

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

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

Laura R Baer

Plaintiff/Attorney(s) for Plaintiff(s)

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

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

Defendant/Attorney(s) for Defendant(s)

Date: July 24, 2014

011227-01447

STATE OF SOUTH CAROLINA

COUNTY OF YORK

PHH Mortgage Corporation,

Plaintiff,

v.

Norman D. Lowery;

Defendant(s).

(011227-01447)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2014CP4602394

SUMMONS
(NON-JURY)
FORECLOSURE OF REAL ESTATE
MORTGAGE
Deficiency Judgment Waived

FILED-RECEIVED
2014 JUL 25 PM 12:13
DAVID HAMILTON
C.C.C.P.

TO THE DEFENDANT(S) ABOVE NAMED:

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

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

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

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

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

220 Executive Center Drive
Columbia, SC 29210

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

Columbia, South Carolina
July 24, 2014

STATE OF SOUTH CAROLINA COUNTY OF YORK PHH Mortgage Corporation, Plaintiff, v. Norman D. Lowery; Defendant(s).	IN THE COURT OF COMMON PLEAS DOCKET NO. 2014CP4602394 COMPLAINT (NON-JURY) FORECLOSURE OF REAL ESTATE MORTGAGE Deficiency Judgment Waived

(011227-01447)

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

Plaintiff alleges:

GENERAL ALLEGATIONS

1. This is an action for the foreclosure of a mortgage upon certain real estate in York County, South Carolina.

2. Pursuant to S.C. Code Section 33-15-101(b)(8) Plaintiff is a corporation or other legal entity collecting debts and / or enforcing mortgages, security interests or other rights in property securing debts.

3. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.

4. The Plaintiff's servicing agent for the mortgage loan described in this foreclosure action is participating in the Home Affordable Modification Program ("HMP"), but the subject loan is not eligible for modification because the loan is a Veterans Administration loan which is not eligible for HMP as contemplated under the Administrative Order issued by the Supreme Court of South Carolina on May 22, 2009.

5. The premises covered and affected by the said mortgage and by the foreclosure thereof is described as follows:

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

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

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

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

Property Address: 727 Sweet Meadow Ln
Clover, SC 29710

TMS# 355-00-00-092

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

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

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

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

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

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

A. None.

FOR A FIRST CAUSE OF ACTION

(Declaratory Judgment that Mobile/Manufactured Home is Subject to the Lien of Plaintiff's Mortgage)

12. The Plaintiff incorporates the allegations of Paragraphs 1-11 herein.

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

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

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

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

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

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

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

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

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

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

FOR A SECOND CAUSE OF ACTION
(Foreclosure of Mortgage)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

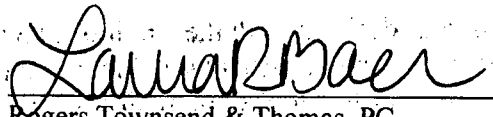
First, to the costs and expenses of the within action and sale;

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

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

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

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



Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF
Robert P. Davis (SC Bar #74030)
Andrew W. Montgomery (SC Bar #79893)
J. Pamela Price (SC Bar # 014336)
H. Guyton Murrell (SC Bar # 064134)
Kevin T. Brown (SC Bar # 064236)
Ashley M. Wheeling-Goodson (SC Bar # 101423)
Vance L. Brabham, III (SC Bar #71250)
Andrew A. Powell (SC Bar #100210)
Laura R. Baer (SC Bar # 101076)
John J. Hearn (SC Bar # 6635)
220 Executive Center Drive
Columbia, SC 29210
Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
July 24, 2014

NOTICE

1. As of July 10, 2014, you owe $104,336.51. Because of interest, late charges, attorney fees and other charges that vary from day to day, the amount due on the day you pay may be greater.

2. PHH Mortgage Corporation is the Creditor to whom the debt is owed. PHH Mortgage Corporation is the servicing agent for the Creditor to whom the debt is owed.

3. The debt described in this notice will be assumed to be valid by the Creditor's law firm unless you, the Consumer, within thirty (30) days after the receipt of this notice, dispute the validity of the debt or any portion thereof.

4. If you, the Consumer, notify the Creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt, and a copy of the verification will be mailed to you, the Consumer, by the Creditor's law firm.

5. If the Creditor named in this notice is different from the original Creditor, and if you, the Consumer, make a written request to the Creditor's law firm within the (30) days from the receipt of this notice, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.

6. This notice should not be construed as a thirty (30) day grace period. If, in writing, you dispute the debt or any portion thereof or if, in writing, you request the name and address of the original creditor within the thirty (30) day period that begins with your receipt of this notice, the law requires the Creditor's law firm to suspend its efforts (through litigation or otherwise) to collect the debt until the Creditor's law firm mails the requested information to you.

7. This notice pertains to your dealings with the Creditor's law firm as a debt collector. It does not affect your dealings with the court, and in particular it does not change the time at which you must answer the complaint. The summons attached to the complaint is a command from the court, not from the Creditor's law firm, and you must follow its instructions even if you dispute the validity or amount of the debt. The advice in this notice also does not affect the Creditor's law firm's relations with the court. The Creditor's law firm may file papers in any such suit according to the court's rules and the judge's instructions.

8. This is an attempt to collect a debt, and any information obtained will be used for that purpose. The information provided in paragraphs 1 and 2 above has been provided to us by the Creditor or Servicer. If you have previously received a discharge in bankruptcy, this notice is not and should not be construed as an attempt to collect a debt but only as an attempt to enforce a lien.

Laura R. Baer

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF
Robert P. Davis (SC Bar #74030)
Andrew W. Montgomery (SC Bar #79893)
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220 Executive Center Drive
Columbia, SC 29210

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

STATE OF SOUTH CAROLINA COUNTY OF YORK PHH Mortgage Corporation, Plaintiff, v. Norman D. Lowery; Defendant(s).	IN THE COURT OF COMMON PLEAS DOCKET NO. 2014CP4602394 NOTICE OF FORECLOSURE INTERVENTION Deficiency Judgment Waived

(011227-01447)

FILED-RECEIVED
2014 JUL 25 PM 12:13
DAVID HAMILTON
C.C.C.P.&G.S.
YORK COUNTY, SC

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

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

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

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

Laura R Baer

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF
Robert P. Davis (SC Bar #74030)
Andrew W. Montgomery (SC Bar #79893)
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John J. Hearn (SC Bar # 6635)
220 Executive Center Drive
Columbia, SC 29210
Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
July 24, 2014

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

August 17, 2015

317/263
VA LIN 191960392986

NORMAN LOWERY
727 SWEET MEADOW LANE
CLOVER, SC 29710

Dear Borrower:

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

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

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

Thank you.

Sincerely,

Annette Fournier-Rivas

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

8-25-15

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

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

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 1 Pg 1 Of 1

DATE: 24-08-2015

FROM: NORMAN D. LOWERY

727 SWEET MEADOW LANE

CLOVER, SC 29710

TO: THE COURT

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

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

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

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

NORMAN D. LOWERY

828-782-7020

lowerynd@yahoo.com

Annette.fournier-rivas@va.gov
RE: [EXTERNAL] Foreclosure sale VA LIN 191960392986 (URGENT)
August 25, 2015 6:31 AM
loweryrd@yahoo.com

Good morning:

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

R.

Annette E. Fournier Rivas

Annette E. Fournier-Rivas
Assistant Loan Technician
Department of Veterans Affairs, Loan Guaranty
VARO, ST. Petersburg, FL
Tel: 727-319-7829

From: Norman Lowery [mailto:loweryrd@yahoo.com]
Sent: Monday, August 24, 2015 2:29 PM
To: Fournier-Rivas, Annette, VBASPT
Subject: [EXTERNAL] Foreclosure sale VA LIN 191960392986 (URGENT)

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

Thank you

Norman Lowery

ROGERS TOWNSEND & THOMAS, PC.
DEFAULT SERVICES DEPARTMENT

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

ROGERS TOWNSEND
ATTORNEYS AT LAW

August 25, 2015

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

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

Dear Sir or Madam:

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

Sincerely,

Rogers Townsend & Thomas, PC

Default Services Department

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

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

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

ROGERS TOWNSEND
ATTORNEYS AT LAW

August 31, 2015

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

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

Dear Sir or Madam:

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

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

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

Sincerely,

Paralegal for:
Robert P. Davis (SC Bar #74030)
H. Guyton Murrell (SC Bar # 064134)
Kevin T. Brown (SC Bar # 064236)
Jason D. Wyman (SC Bar # 100271)
Andrew W. Montgomery (SC Bar #79893)
John J. Hearn (SC Bar # 6635)
Nikole Haltiwanger (SC Bar # 70491)

220 Executive Center Drive
Columbia, SC 29210

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

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

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 3 Pg 1 Of 2

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF YORK	DOCKET NO. 14-CP-46-2394
PHH Mortgage Corporation, Plaintiff, v. Norman D. Lowery; Defendant(s).	CERTIFICATE OF MAILING Deficiency Judgment Waived

(013225-03514)

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

Dawn Walton
Michelle King
Christy McCutchen
Matt Kilpatrick

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

PHH Mortgage Corporation Plaintiff/Petitioner vs **Norman D. Lowery** Defendant/Respondent	DOCKET NO: **14-CP-46-2394** AFFIDAVIT OF SERVICE OF: **Lis Pendens; Civil Action Coversheet; Summons; Complaint; Notice of Foreclosure Intervention**

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

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

Is defendant active duty military? ( ) NO ( ) YES

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

Is the Subject Property a Mobile Home? ( ) NO ( ) YES
Is a Mobile Home VIN # visible? ( ) NO ( ) YES VIN #: _____

FILED
2014 JUL 29 PM 12:39

DATED this 29 day of JULY, 2014.

Chris Windsor, YORK, SC

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

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

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

ORIGINAL AFFIDAVIT OF SERVICE

Tracking #: **10175592** CAE FIL

Exhibit 4 pg 1 of 14

http://classic.abclegal.com/per/procfs/perfbus_notaryasp?ord=10175592&pr=1&t=Affidavit+of+Service+%28personal+or+corporate%29&sign=63998&sv=chr... 1/1

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF YORK	DOCKET NO. 2014CP4602394
PHH Mortgage Corporation, Plaintiff, v. Norman D. Lowery; Defendant(s).	NOTICE OF FORECLOSURE INTERVENTION Deficiency Judgment Waived

(011227-01447)

FILED
2014 JUL 25 PM 12:13
DAVID M. HILTON
YORK COUNTY, SC

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

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

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

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

Laura R Baer

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF
Robert P. Davis (SC Bar #74030)
Andrew W. Montgomery (SC Bar #79893)
J. Pamela Price (SC Bar # 014336)
H. Guyton Murrell (SC Bar # 064134)
Kevin T. Brown (SC Bar # 064236)
Ashley M. Wheeling-Goodson (SC Bar # 101423)
Vance L. Brabham, III (SC Bar #71250)
Andrew A. Powell (SC Bar #100210)
Laura R. Baer (SC Bar # 101076)
John J. Hearn (SC Bar # 6635)
220 Executive Center Drive
Columbia, SC 29210
Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
July 24, 2014

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 4 Pg 2 of 14

2014CP4602394

STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

PHH Mortgage Corporation,
Plaintiff(s)

vs.

Norman D. Lowery;
Defendant(s)

FILED
2014 JUL 25 PM 12:

Submitted By: Robert P. Davis (SC Bar #74030), Vance L. Bradham, III (SC Bar #71256), Andrew W. Montgomery (SC Bar #79893), Andrew A. Powell (SC Bar #100210), J. Pamela Price (SC Bar # 014336), Laura R. Baer (SC Bar # 101076), H. Guyton Murrell (SB Bar# 064134), John J. Hearn (SC Bar # 6635), Kevin T. Brown (SC Bar # 064236), Ashley M. Wheeling-Goodson (SC Bar # 101423) Attorneys for the Plaintiff
011227-01447

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

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

DOCKETING INFORMATION (*Check all that apply*)
**If Action is Judgment/Settlement do not complete*

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

NATURE OF ACTION (Check One Box Below)

Contracts
- ☐ 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)

Administrative Law/Relief
- ☐ Reinstate Drv. License (800)
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction (830)
- ☐ Forfeiture-Petition (840)
- ☐ Forfeiture-Consent Order (850)
- ☐ Other (899)

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)
- ☐ Confession of Judgment (770)
- ☐ Petition for Workers Compensation Settlement Approval (780)
- ☐ Other (799)

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 Deposition (650)
- ☐ Motion to Quash Subpoena in an Out-of-County Action (660)
- ☐ Sexual Predator (510)

Submitting Party Signature: Laura Baer **Date:** 7/24/14

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

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 4 Pg 3 of 14

FOR MANDATED ADR COUNTIES ONLY

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

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

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

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

011227-01447

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

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 4 Pg 4 of 14

STATE OF SOUTH CAROLINA)
) IN THE CIRCUIT COURT FOR THE
YORK COUNTY) SIXTEENTH
) JUDICIAL CIRCUIT
PHH Mortgage Corporation,)
Plaintiff,)
) 2014CP4602394
vs.) CERTIFICATE OF EXEMPTION
) FROM ADR
Norman D. Lowery;)
) DOCKET NO.
Defendant.)

I certify that this action is exempt from ADR because:

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

FILED-YORK
2014 JUL 25 PM 12:13
DAVID M. ROBINSON
CLERK OF COURT

Plaintiff/Attorney(s) for Plaintiff(s)

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

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

Defendant/Attorney(s) for Defendant(s)

Date: July 24, 2014

011227-01447

Nationstar v. Lowery
Appellate Case No.
2015-002253

STATE OF SOUTH CAROLINA COUNTY OF YORK PHH Mortgage Corporation, Plaintiff, v. Norman D. Lowery; Defendant(s).	IN THE COURT OF COMMON PLEAS DOCKET NO. 2014CP4602394 SUMMONS (NON-JURY) FORECLOSURE OF REAL ESTATE MORTGAGE Deficiency Judgment Waived

FILED-RECEIVED
2014 JUL 25 PM 12:13
DAVID M. RAY III
YORK COUNTY, SC

(011227-01447)

TO THE DEFENDANT(S) ABOVE NAMED:

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

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

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

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

Laura R. Baer

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF
Robert P. Davis (SC Bar #74030)
Andrew W. Montgomery (SC Bar #79893)
J. Pamela Price (SC Bar # 014336)
H. Guyton Murrell (SC Bar # 064134)
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John J. Hearn (SC Bar # 6635)

220 Executive Center Drive
Columbia, SC 29210

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

Columbia, South Carolina
July 24, 2014

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF YORK	DOCKET NO. 2014CP4602394
PHH Mortgage Corporation, Plaintiff, v. Norman D. Lowery; Defendant(s).	COMPLAINT (NON-JURY) FORECLOSURE OF REAL ESTATE MORTGAGE Deficiency Judgment Waived

FILED-RECEIVED
2014 JUL 25 PM 12:13
DARLINGTON COUNTY

(011227-01447)

Plaintiff alleges:

GENERAL ALLEGATIONS

1. This is an action for the foreclosure of a mortgage upon certain real estate in York County, South Carolina.

2. Pursuant to S.C. Code Section 33-15-101(b)(8) Plaintiff is a corporation or other legal entity collecting debts and / or enforcing mortgages, security interests or other rights in property securing debts.

3. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.

4. The Plaintiff's servicing agent for the mortgage loan described in this foreclosure action is participating in the Home Affordable Modification Program ("HMP"), but the subject loan is not eligible for modification because the loan is a Veterans Administration loan which is not eligible for HMP as contemplated under the Administrative Order issued by the Supreme Court of South Carolina on May 22, 2009.

5. The premises covered and affected by the said mortgage and by the foreclosure thereof is described as follows:

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

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

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

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

Property Address: 727 Sweet Meadow Ln
Clover, SC 29710

TMS# 355-00-00-092

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

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

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

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

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

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

A. None.

FOR A FIRST CAUSE OF ACTION

(Declaratory Judgment that Mobile/Manufactured Home is Subject to the Lien of Plaintiff's Mortgage)

12. The Plaintiff incorporates the allegations of Paragraphs 1-11 herein.

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

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

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

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

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

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

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

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

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

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

FOR A SECOND CAUSE OF ACTION
(Foreclosure of Mortgage)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Laura R Baer

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF
Robert P. Davis (SC Bar #74030)
Andrew W. Montgomery (SC Bar #79893)
J. Pamela Price (SC Bar # 014336)
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Laura R. Baer (SC Bar # 101076)
John J. Hearn (SC Bar # 6635)
220 Executive Center Drive
Columbia, SC 29210
Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
July 24, 2014

NOTICE

1. As of July 10, 2014, you owe $104,336.51. Because of interest, late charges, attorney fees and other charges that vary from day to day, the amount due on the day you pay may be greater.

2. PHH Mortgage Corporation is the Creditor to whom the debt is owed. PHH Mortgage Corporation is the servicing agent for the Creditor to whom the debt is owed.

3. The debt described in this notice will be assumed to be valid by the Creditor's law firm unless you, the Consumer, within thirty (30) days after the receipt of this notice, dispute the validity of the debt or any portion thereof.

4. If you, the Consumer, notify the Creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt, and a copy of the verification will be mailed to you, the Consumer, by the Creditor's law firm.

5. If the Creditor named in this notice is different from the original Creditor, and if you, the Consumer, make a written request to the Creditor's law firm within the (30) days from the receipt of this notice, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.

6. This notice should not be construed as a thirty (30) day grace period. If, in writing, you dispute the debt or any portion thereof or if, in writing, you request the name and address of the original creditor within the thirty (30) day period that begins with your receipt of this notice, the law requires the Creditor's law firm to suspend its efforts (through litigation or otherwise) to collect the debt until the Creditor's law firm mails the requested information to you.

7. This notice pertains to your dealings with the Creditor's law firm as a debt collector. It does not affect your dealings with the court, and in particular it does not change the time at which you must answer the complaint. The summons attached to the complaint is a command from the court, not from the Creditor's law firm, and you must follow its instructions even if you dispute the validity or amount of the debt. The advice in this notice also does not affect the Creditor's law firm's relations with the court. The Creditor's law firm may file papers in any such suit according to the court's rules and the judge's instructions.

8. This is an attempt to collect a debt, and any information obtained will be used for that purpose. The information provided in paragraphs 1 and 2 above has been provided to us by the Creditor or Servicer. If you have previously received a discharge in bankruptcy, this notice is not and should not be construed as an attempt to collect a debt but only as an attempt to enforce a lien.

Laura R Baer

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF
Robert P. Davis (SC Bar #74030)
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John J. Hearn (SC Bar # 6635)

220 Executive Center Drive
Columbia, SC 29210

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

2015-002253 Exhibit 4 pg 14 of 14

011a97-01181

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

ASSIGNMENT OF MORTGAGE/ DEED OF TRUST

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

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

Task ID: LOGAST

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

For Value Received, Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for COLDWELL BANKER MORTGAGE, its successors and assigns whose address is PO Box 2026, Flint, Michigan 48501-2026, hereby assigns and transfers to PHH MORTGAGE CORPORATION, its successors and assigns, whose address is 1 MORTGAGE WAY, MT. LAUREL, NJ 08054, all its right, title and interest in and to a certain Mortgage / Deed of Trust executed by NORMAN D LOWERY, and bearing the date of 07/13/2010, and recorded on 07/15/2010 in the office of the recorder of YORK County, State of SC, in Book, Volume, or Liber No. 11895, at page 56 or as No. 2010000105144 in the amount of $95000.00
Property Address: 727 SWEET MEADOW LN LN CLOVER SC 29710

Signed on 04/24, 2013

Witness: Joshua Duncan
Witness: Irma Y. Cruz

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

By: _____
Amber Mooney-Assistant Secretary

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

Notary Public

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

Nationstar v. Lowery
Appellate Case No.
2015-002253

BK13395PG0245

PLAINTIFF'S EXHIBIT 4

Exhibit 5

Recording Requested By:
Nationstar Mortgage

When Recorded Return To:

DOCUMENT ADMINISTRATION
Nationstar Mortgage
8950 CYPRESS WATERS BLVD
COPPELL, TX 75019

2015002700161
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON, CLERK OF COURTS
02-04-2015 at 10:58 am.
ASSIGNMENT 15.00
OR Vol 14909 Page 307 - 307

[redacted]

CORPORATE ASSIGNMENT OF MORTGAGE

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

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

Executed By: NORMAN D LOWERY, AN UNMARRIED MAN To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR COLDWELL BANKER MORTGAGE
Date of Mortgage: 07/13/2010 Recorded: 07/15/2010 in Book/Reel/Liber: 11495 Page/Folio: 56 as Instrument No.: 201000106144 in the County of York, State of South Carolina.

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

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

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

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

By: _____
WILLIAM VIANA, Assistant Secretary

WITNESS
VALENCIA METCALF

WITNESS
JUSTIN MOON

STATE OF Texas
COUNTY OF Dallas

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

WITNESS my hand and official seal.

ERIC TODD RITTMUELLER
Notary Expires: 10/09/2017

ERIC TODD RITTMUELLER
Notary Public, State of Texas
My Commission Expires
October 09, 2017

(This area for notarial seal)

"MR"NRNATT"05/12/2015 09:17:07 AM" NATT01NATTA0000000000000097023" SCY;ORC" 05E3635-650 SCSTATE_MORT_ASSIGN_ASSGN "[illegible]"

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Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 5 Pg 2 of 11

Manufactured Home Appraisal Report File [redacted]

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

Property Address 727 Sweet Meadow Ln City CLOVER State S.C. Zip Code 29710-8840
Borrower ANY QUALIFIED VETERAN Owner of Public Record JAMES & MARIAN OGDEN County YORK
Legal Description OFF CASE ROAD LOT 1 (3AC) DB/PG 3221/31 PB/PG C188/8
Assessor's Parcel # 356-00-00-092 Tax Year 2009 R.E. Taxes $ 227.33
Neighborhood Name SWEET MEADOW LANE Map Reference 16740 Census Tract 0615.01
Occupant ☒ Owner ☐ Tenant ☐ Vacant Project Type (if applicable) ☐ PUD ☐ Condominium ☐ Cooperative ☐ Other (describe)
Special Assessments $ 0.00 HOA $ N/A ☐ per year ☐ per month
Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
Assignment Type ☒ Purchase Transaction ☐ Refinance Transaction ☐ Other (describe)
Lender/Client DEPARTMENT OF VETERAN AFFAIRS Address INTENDED USER-ANY VA APPROVED LENDER
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☒ Yes ☐ No
Report data source(s) used, offering price(s), and date(s). MLS, RINEHART REALTY LAKE WYLIE, 9/18/09, DOM 250, $95,000

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

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

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

I ☐ did ☒ did not analyze the manufacturer's invoice. Explain the results of the analysis of the manufacturer's invoice or why the analysis was not performed.
NOT AVAILABLE
Retailer's Name (New Construction) N/A
Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics			Manufactured Housing Trends				Manufactured Housing			Present Land Use %
Location	☐ Urban	☐ Suburban	☒ Rural	Property Values	☐ Increasing	☒ Stable	☐ Declining	PRICE	AGE	One-Unit 80 %
Built-Up	☐ Over 75%	☒ 25-75%	☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance	☐ Over Supply	$ (000)	(yrs)	2-4 Unit %
Growth	☐ Rapid	☒ Stable	☐ Slow	Marketing Time	☐ Under 3 mths	☒ 3-6 mths	☐ Over 6 mths	50 Low	NEW	Multi-Family %
Neighborhood Boundaries	THE SUBJECT NEIGHBORHOOD BOUNDARIES ARE AS FOLLOWS:							150 High	30	Commercial %
NORTH-HWY.55,WEST-HWY.321,SOUTH-YORK TOWNSHIP,EAST-HWY.49								100 Pred.	10	Other VAC40 %

Neighborhood Description SUBJECT PROPERTY IS CLOSE TO SCHOOLS, SHOPPING AND RECREATION. HAS GOOD MARKET APPEAL.
THE MAIN TRAFFIC ARTERY IN THE AREA IS HWY. 321. THERE WERE NO ADVERSE CONDITIONS OBSERVED THAT WOULD EFFECT
THE MARKET VALUE OF THE PROPERTY. THIS IS A COMPLETE SUMMARY APPRAISAL REPORT
Market Conditions (including support for the above conclusions) I HAVE CONSIDERED RELEVANT COMPETITIVE LISTING/CONTRACT OFFERINGS IN
PERFORMING THIS APPRAISAL AND ANY TREND INDICATED BY THE DATA IS SUPPORTED BY THE LISTING/OFFERING INFORMATION
INCLUDED IN THIS REPORT.
Dimensions 222 X 479 X 280 Area 3 AC Shape IRREGULAR View RESIDENTIAL
Specific Zoning Classification RUD Zoning Description RURAL DEVELOPMENT
Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)
Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe N/A

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

FEMA Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone X FEMA Map # 45091C0185E FEMA Map Date 9/29/2008
Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe

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

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

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

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

Manufacturer's Serial #(s)/VIN #(s) PF3312-482
HUD Certification Label #(s) PP3573923
Manufacturer's Name PALM HARBOR Trade/Model 464-T Date of Manufacture 1999
Do the Wind, Roof Load, and Thermal Zones meet the minimum HUD requirements for the location of the subject property? ☒ Yes ☐ No If No, explain

Manufactured Home Appraisal Report File [redacted]

General Description	Foundation	Exterior Description materials/condition	Interior materials/condition
# of Units ☒ One ☐ Additions	☐ Poured Concrete ☐ Concrete Runners	Siding BRICK/A	Floors CPT/VINYL/A
# of Stories ☒ 1 ☐ 2 ☐ Other	☒ Block & Pier ☐ Other-att. description	Exterior Walls VINYL/A	Walls DW/A
Design (Style) MANUFACT/A	☐ Full Basement ☐ Partial Basement	Roof Surface FG/A	Trim/Finish WOOD/A
# of Sections ☐ 1 ☒ 2 ☐ 3	Basement Area N/A sq.ft.	Gutters & Downspouts NONE	Bath Floor VINYL/A
☐ Other	Basement Finish N/A %	Window Type VIN/DH/A	Bath Wainscot FIBER/A
Type ☒ Det. ☐ Att. ☐ S-Det./End Unit	☐ Outside Entry/Exit ☐ Sump Pump	Storm Sash/Insulated STORM/ALL/A	Car Storage ☒ None
☒ Existing ☐ Proposed ☐ Under Const.	Evidence of ☐ Infestation NONE NTD	Screens YES/A	☒ Driveway # of Cars 2
Year Built 1999 Effective Age (Yrs) 10	☐ Dampness ☐ Settlement	Doors INSULATED/A	Driveway Surface GRAVEL
Attic ☒ None	Heating ☒ FWA ☐ HWBB ☐ Radiant	Amenities ☐ Woodstove(s) #	☐ Garage # of Cars
☐ Drop Stair ☐ Stairs	☐ Other Fuel ELECTRIC	☒ Fireplace(s) # 1 ☐ Fence	☐ Carport # of Cars
☐ Floor ☐ Scuttle	Cooling ☒ Central Air Conditioning	☐ Patio/Deck ☒ Porch	☐ Attached ☐ Detached
☐ Finished ☐ Heated	☐ Individual ☐ Other	☐ Pool ☒ Other WORKSH	☐ Built-In

Appliances ☐ Refrigerator ☒ Range/Oven ☒ Dishwasher ☐ Disposal ☐ Microwave ☐ Washer/Dryer ☒ Other (describe) FAN HOOD

Finished area above grade contains: 5 Rooms 3 Bedrooms 2 Bath(s) 1,943 Square Feet of Gross Living Area Above Grade

Describe any additions or modifications (decks, rooms, remodeling, etc.) FIREPLACE IS VENTED

Installer's Name N/A Date Installed 1999 Model Year 1999

Is the manufactured home attached to a permanent foundation system? ☒ Yes ☐ No If No, describe the foundation system and the manner of attachment.

Have the towing hitch, wheels, and axles been removed? ☒ Yes ☐ No If No, explain

Is the manufactured home permanently connected to a septic tank or sewage system and other utilities? ☒ Yes ☐ No If No, explain

Does the dwelling have sufficient gross living area and room dimensions to be acceptable to the market? ☒ Yes ☐ No If No, explain

Additional features (special energy efficient items, non-realty items, etc.) N/A

The appraiser must rate the quality of construction for the subject unit based on objective criteria (such as *N.A.D.A. Manufactured Housing Appraisal Guide®*, Marshall & Swift Residential Cost Handbook®, or other published cost service). The appraiser must also report the source used for this quality of construction rating determination.

Quality ☐ Poor ☐ Fair ☒ Average ☐ Good ☐ Excellent Identify source of quality rating INSPECTION

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). NO REPAIRS OBSERVED

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

COST APPROACH

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW

Source of cost data | Effective date of cost data | Quality rating from cost service

OPINION OF SITE VALUE		$	Exterior Dimensions of the Subject Unit		
Section One	1,943 Sq. ft. @ $	$	X	=	Sq. ft.
Section Two	Sq. ft. @ $	$	X	=	Sq. ft.
Section Three	Sq. ft. @ $	$	X	=	Sq. ft.
Section Four	Sq. ft. @ $	$	X	=	Sq. ft.
		$	Total Gross Living Area:		Sq. ft.
		$	Other Data Identification		
		$	N.A.D.A. Data Identification Info: Edition Mo.		Yr.
	Sub-total:	$	MH State: Region:	Size:	ft. x ft.
	Cost Multiplier (if applicable):	x	Gray pg. White pg.		Black SVS pg.
	Modified Sub-total:		15 years and older Conversion Chart pg.		Yellow pg.
	Physical Depreciation or Condition Modifier:		Comments		
	Functional Obsolescence (not used for N.A.D.A.):				
	External Depreciation or State Location Modifier:				
	Delivery, Installation, and Setup (not used for N.A.D.A.):	$			
	Other Depreciated Site Improvements:	$			
	Market Value of Subject Site (as supported above):	$			
	Indicated Value by Cost Approach:	$	Estimated Remaining Economic Life (HUD and VA only)		50 Years

Summary of Cost Approach THE COST APPROACH WAS NOT RELEVANT OR NECESSARY TO MAKE A VALUE DETERMINATION ON THIS PROPERTY.

ESTIMATED ECONOMIC LIFE: 50 YEARS

Manufactured Home Appraisal Report

File [redacted]

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

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

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	727 Sweet Meadow Ln CLOVER, S.C. 29710-6840	1085 TURKEY CREEK ROAD YORK, S.C 29745		2345 KINGSBURY ROAD YORK, S.C. 29745		731 O'MALLEY'S CT CLOVER, S.C. 29710	
Proximity to Subject		6 MILES SOUTH		2 MILES EAST		6 MILES NORTH	
Sale Price	$ 95,000		$ 90,000		$ 89,900		$ 106,500
Sale Price/Gross Liv. Area	$ 48.89 sq.ft.	$ 46.30 sq.ft.		$ 59.93 sq.ft.		$ 54.98 sq.ft.	
Manufactured Home		☒ Yes ☐ No		☒ Yes ☐ No		☒ Yes ☐ No	
Data Source(s)		MLS DOM 40		MLS DOM 227		MLS DOM 348	
Verification Source(s)		COUNTY RECS		COUNTY RECS		COUNTY RECS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sales or Financing Concessions		CC-3500 CONV		CC-0 OWNER		CC-0 FHA	
Date of Sale/Time		6/2/10		2/15/10		7/7/09	
Location	RURAL	RURAL		RURAL		RURAL	
Leasehold/Fee Simple	Fee Simple	FEE		FEE		FEE	
Site	3 AC	3 AC	-2,000	50 AC	+3,000	2.4 AC	
View	RES/A	RES/A		RES/A		RES/A	
Design (Style)	MANUFACT/A	MANUFACT/A		MANUFACT/A		MANUFACT/A	
Quality of Construction	VINYL/A	VINYL		VINYL		VINYL	
Actual Age	A11 E10	A36 E16	+7,200	A11 E10		A12 E5	-5,300
Condition	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Above Grade Room Count	Total 5 / Bdrms 3 / Baths 2	Total 5 / Bdrms 2 / Baths 2		Total 5 / Bdrms 3 / Baths 3	-1,000	Total 7 / Bdrms 4 / Baths 2	
Gross Living Area	1,943 sq.ft.	1,944 sq.ft.		1,500 sq.ft.	+6,600	1,837 sq.ft.	
Basement & Finished Rooms Below Grade	N/A / N/A	N/A / N/A		N/A / N/A		N/A / N/A	
Functional Utility	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Heating/Cooling	FWA/CEN.	FWA/CEN.		FWA/CEN.		FWA/CEN.	
Energy Efficient Items	IG	IG		IG		IG	
Garage/Carport	NONE	1 CAR CP	-2,000	2 CAR GAR	-4,000	NONE	
Porch/Patio/Deck	PORCH	PORCH		STOOP	+1,000	PORCH,DECK	-1,500
FIREPLACE	FP	FP		FP		FP	
FENCE	NONE	NONE		NONE		NONE	
OTHER	WKSP 13X28	NONE	+2,000	WKSP 24X24		SCR PORCH	-3,000
Net Adjustment (Total)		☒ + ☐ -	$ 5,200	☒ + ☐ -	$ 5,600	☐ + ☒ -	$ -9,800
Adjusted Sale Price of Comparables		Net Adj. 5.8 % Gross Adj. 14.7 %	$ 95,200	Net Adj. 6.2 % Gross Adj. 17.4 %	$ 95,500	Net Adj. 9.2 % Gross Adj. 9.2 %	$ 96,700

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

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

Data source(s) MLS/FILES/COUNTY RECORDS

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

Data source(s) MLS/FILES/COUNTY RECORDS

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

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

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

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

Indicated Value by Sales Comparison Approach $ 96,000

Indicated Value by: Sales Comparison Approach $ 96,000 Cost Approach $ N/A Income Approach (if developed) $ N/A

THE MARKET APPROACH IS THE BEST INDICATOR OF VALUE

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

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 96,000 as of 6/7/2010, which is the date of inspection and the effective date of this appraisal.

Manufactured Home Appraisal Report

[redacted]

ASSIGNED 06/04/2010

LIST TO SALE RATIO IS . 98.2%

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

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

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

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

Summary of Income Approach (including support for market rent and GRM) THE PROPERTY IS NOT AN INCOMING PRODUCING PROPERTY SO AN INCOME APPROACH IS NOT NECESSARY.

PROJECT INFORMATION FOR PUDs (if applicable)

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

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

Legal name of project		
Total number of phases	Total number of units	Total number of units sold
Total number of units rented	Total number of units for sale	Data source(s)
Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.		
Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data source(s)		
Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.		

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

Describe common elements and recreational facilities.

Manufactured Home Appraisal Report File [redacted]

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

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

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

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

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

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

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

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

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Manufactured Home Appraisal Report

File [redacted]

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

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I also developed the cost approach to value as support for the sales comparison approach. I have adequate comparable market and cost data to develop reliable sales comparison and cost approaches for this appraisal assignment. I further certify that I considered the income approach to value but did not develop it, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Manufactured Home Appraisal Report

File [redacted]

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

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

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

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

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

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

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

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

APPRAISER	SUPERVISORY APPRAISER (ONLY IF REQUIRED)
Signature JAMES F. BOWMAN CG-156	Signature
Name James F. Bowman State Certified General Real Estate Appraiser License # CG-156	Name
Company Name BASIC REAL ESTATE SERVICES	Company Name
Company Address 224 Oakland Ave., Rock Hill, SC 29730	Company Address
Telephone Number (803) 328-9251	Telephone Number
Email Address jim.bowman@basicrealestate.net	Email Address
Date of Signature and Report 6/7/2010	Date of Signature
Effective Date of Appraisal 6/7/2010	State Certification #
State Certification # CG-156	or State License #
or State License #	State
or Other	Expiration Date of Certification or License
State SC	
Expiration Date of Certification or License 6/30/2010	

ADDRESS OF PROPERTY APPRAISED
727 Sweet Meadow Ln
CLOVER, S.C. 29710-8640
APPRAISED VALUE OF SUBJECT PROPERTY $ 96,000

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

SUBJECT PROPERTY
- ☐ Did not inspect subject property
- ☐ Did inspect exterior of subject property from street
  Date of Inspection
- ☐ Did inspect interior and exterior of subject property
  Date of Inspection

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

Nationstar v. Lowery
Appellate Case No. 2015-002253

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF YORK	DOCKET NO. 14-CP-46-2394
Nationstar Mortgage LLC, Plaintiff, v. Norman D. Lowery; Defendant(s).	AFFIDAVIT OF VERIFIED STATEMENT OF ACCOUNT Deficiency Judgment Waived

(013225-03514)

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

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

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

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

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

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

Principal Balance	$91,831.74
Interest Total	$12,818.85
from December 1, 2012 to July 6, 2015 at 5.375%	
Per Diem at $13.52	
Pre-acceleration Late Charges	$0.00
Property Tax Advances	$2,083.33
Hazard Insurance Advances	$2,803.84
MIP\PMI	$0.00
Total Property Inspection Fees	$60.00
Property Preservation Expenses	$78.00
Prior Foreclosure Fees	$4,351.00
Escrow Balance Credit	$0.00
Credits	$0.00
Other	$0.00
Payment Advance - Principal/Interest/Escrow	$0.00
Total	$114,026.76

FURTHER AFFIANT SAYETH NOT.

8/18/15

Printed Name: Darla Duncan

document execution specialist

Title

8/18/15

Date

State of Texas

County of Denton

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

Charles G. Cook III

(NOTARY SEAL) Signature of Notary Public

CHARLES G. COOK, III
Notary Public, State of Texas
My Commission Expires
December 15, 2016

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

Exhibit 5 Pg 11 Of 11

STATE OF SOUTH CAROLINA

COUNTY OF YORK

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

PHH Mortgage Corporation ☑ Plaintiff
v.
Norman D. Lowery; ☐ Defendant
Check box above indicating submitting party

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

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☑ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPROSED ORDER/CONSENT ORDER (Complete SECTIONS II and III)**

SECTION I: Hearing Information

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

SECTION II: Motion Type

☐ Written motion attached
☑ Form Motion —
I hereby move for relief or action by the court as set forth in the attached proposed order.

_____ September 15, 2015
Signature of Attorney for Plaintiff/~~Defendant~~ Date submitted

SECTION III: Motion Fee

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

2015 SEP 28 AM 9:30

JUDGE'S SECTION

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

CODE: _____ Date: _____

_____
JUDGE

CLERK'S VERIFICATION

Date Filed:

Collected by: MS
(print name)
☑ MOTION FEE COLLECTED: $25.00
☐ CONTESTED—AMOUNT DUE: _____

SCCA/233 (12/2009) 013225-03514

Nationstar v. Lowery
Appellate Case No.
2015-002253

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF YORK	DOCKET NO. 14-CP-46-2394
PHH Mortgage Corporation, Plaintiff, v. Norman D. Lowery; Defendant(s).	ORDER SUBSTITUTING PLAINTIFF Deficiency Judgment Waived

2015 SEP 28 AM 9:30

(013225-03514)

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

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

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

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

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

AND IT IS ORDERED:

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

York, South Carolina 9/23, 2015.

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF YORK	DOCKET NO. 14-CP-46-2394
Nationstar Mortgage LLC, Plaintiff, v. Norman D. Lowery; Defendant(s).	RECORD OF HEARING (Pursuant to Rule 71, SCRCP) Deficiency Judgment Waived

(013225-03514)

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

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

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

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

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

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

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

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

1. Affidavit of Attorney Fees
2. Affidavit of Costs

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

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

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

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

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

York, South Carolina
September 23, 2015 at 09:30 AM.

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

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

ROGERS TOWNSEND
ATTORNEYS AT LAW

August 31, 2015

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

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

Dear Sir or Madam:

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

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

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

Sincerely,

Paralegal for:
Robert P. Davis (SC Bar #74030)
H. Guyton Murrell (SC Bar # 064134)
Kevin T. Brown (SC Bar # 064236)
Jason D. Wyman (SC Bar # 100271)
Andrew W. Montgomery (SC Bar #79893)
John J. Heare (SC Bar # 6635)
Nikole Haltiwanger (SC Bar # 70491)

220 Executive Center Drive
Columbia, SC 29210

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

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

PLAINTIFF'S EXHIBIT
Exhibit 6 Pg 5 of 140

STATE OF SOUTH CAROLINA COUNTY OF YORK PHH Mortgage Corporation, *Plaintiff,* v. Norman D. Lowery; **Defendant(s).**	IN THE COURT OF COMMON PLEAS DOCKET NO. 14-CP-46-2394 **CERTIFICATE OF MAILING** **Deficiency Judgment Waived**

(013225-03514)

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

Dawn Walton
Michelle King
Christy McCutchen
Matt Kilpatrick

Loan Number [redacted]

NOTE

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

July 13, 2010 [Date] | CLOVER [City] | South Carolina [State]

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

1. BORROWER'S PROMISE TO PAY

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

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

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

2. INTEREST

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

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

3. PAYMENTS

(A) Time and Place of Payments

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

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

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

(B) Amount of Monthly Payments

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

4. BORROWER'S RIGHT TO PREPAY

The Borrower shall have the right to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or $100 00, whichever is less Any Prepayment in full of the indebtedness shall be credited on the date received, and no interest may be charged thereafter. Any partial Prepayment made on other than an installment due date need not be credited until the next following installment due date or 30 days after such Prepayment, whichever is earlier

Nationstar v. Lowery
Appellate Case No.
2015-002253

PLAINTIFF'S EXHIBIT 6 Page 7 of 240

Exhibit 6 Page 7 of 240

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000% of my overdue payment. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

16. ALLONGE TO THIS NOTE

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

☐ Graduated Payment Allonge ☐ Other [Specify] ☐ Other [Specify]

11. UNIFORM SECURED NOTE

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

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

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

NORMAN D LOWERY _____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

[Sign Original Only]

Return To:

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

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

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

(Space Above This Line For Recording Data)

MORTGAGE

MIN [redacted]

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated July 13, 2010 together with all Riders to this document.
(B) "Borrower" is MORGAN D LOWERY, AN UNMARRIED MAN

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

Nationstar v. Lowery
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PLAINTIFF'S EXHIBIT 6 10-340

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(D) "Lender" is Coldwell Banker Mortgage

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

(E) "Note" means the promissory note signed by Borrower and dated July 13, 2010
The Note states that Borrower owes Lender Ninety-Five Thousand Dollars and Zero Cents
Dollars
(U.S. $ 95,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1st, 2040

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

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

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

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

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

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

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

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

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

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

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

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

Nationstar v. Lowery
Appellate Case No.
2015-002253

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

Tax Map #3550000092

This mortgage encompasses the land and its improvements which consist of a Manufactured Home dwelling that is permanently affixed to the land and is a part of the real property. Said improvements are further described in Schedule A of the Title (see attached). The unit was manufactured by (Palm Harbor) in (1999) with a model name of (464-T). The unit is comprised of approximately (1963) square feet of living space. The HUD Data Plate Serial Number is (PFS312-482) with Certification Label Number (PP3573923)

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

Parcel ID Number: which currently has the address of

727 SWEET MEADOW LANE LANE [Street]

CLOVER [City], South Carolina 29710 [Zip Code]

("Property Address"):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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2015-002253

SC Appellate Case No: 2015-002253 1495 00067 Exhibit 6 Pg 21 of 40

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

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

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

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

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

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

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

Signed, sealed and delivered in the presence of:

Chaunisha Holt

NORMAN D LOWERY (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

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STATE OF SOUTH CAROLINA, YORK County ss:

I, W. M. Brice, III do hereby certify that

NORMAN D LOWERY

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

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

Notary Public for South Carolina

My Commission Expires: 3.25.15

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2015-002253
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All that certain piece, parcel, or lot of land, lying, being and situate in Kings Mountain Township, County of York, State of South Caroline and being shown and designated as Lot #1 containing 3.00 acres upon plat entitled "Property of James E. Ogden and Marian C. Ogden" prepared by John Quinn Hall, RLS dated July 19, 2000, revised April 15, 2002 and recorded in the Office of the Clerk of Court for York County, SC in Plat Book C188 at page 8, which plat is incorporated herein by reference, and having such metes, bounds, courses, and distances as by reference to said plat will more fully appear.

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

(LOWERY.N062010/LOWERY.N0620107)

Loan #
Case #

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

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

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

(Property Address)

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

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

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

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

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

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2015-002253

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

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

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

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

NORMAN D LOWERY -Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

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2015-002253

011227-01181

2013002214889
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON, CLERK OF COURTS
05-06-2013 At 10:22 am.
ASSIGNMENT 6.00
OR Vol 13395 Page 245 - 245

ASSIGNMENT OF MORTGAGE/ DEED OF TRUST

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

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

Task ID: LOGAST

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

For Value Received, Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for COLDWELL BANKER MORTGAGE, its successors and assigns whose address is PO Box 2026, Flint, Michigan 48501-2026, hereby assigns and transfers to PHH MORTGAGE CORPORATION, its successors and assigns, whose address is 1 MORTGAGE WAY, MT. LAUREL, NJ 08054, all its right, title and interest in and to a certain Mortgage / Deed of Trust executed by NORMAN D LOWERY and bearing the date of 07/13/2010, and recorded on 07/15/2010 in the office of the recorder of YORK County, State of SC, in Book, Volume, or Liber No. 11495, at page 56 or as No. 2010002106144 **in the amount of $95000.00**
Property Address: 727 SWEET MEADOW LN LN CLOVER SC 29710

Signed on 04/24, 2013

Witness: Joshua Lawson

Witness: Irma Y. Cruz

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

By: _____
Amber Mooney-Assistant Secretary

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

Notary Public

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

Nationstar v. Lowery
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2015-002253

BK13395PG0245

PLAINTIFF'S EXHIBIT 4 Page 28 of 40

Recording Requested By:
Nationstar Mortgage

When Recorded Return To:

DOCUMENT ADMINISTRATION
Nationstar Mortgage
8950 CYPRESS WATERS BLVD
COPPELL, TX 75019

201500300161
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON, CLERK OF COURTS
05-04-2015 At 10:58 am.
ASSIGNMENT
OR Vol 14909 Page 307 - 307

[redacted]

CORPORATE ASSIGNMENT OF MORTGAGE

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

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

Executed By: NORMAN D LOWERY, AN UNMARRIED MAN To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR COLDWELL BANKER MORTGAGE
Date of Mortgage: 07/13/2010 Recorded: 07/16/2010 in Book/Reel/Liber: 11495 Page/Folio: 58 as Instrument No.: 201000106144 In the County of York, State of South Carolina.

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

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

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

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

By: _____
WILLIAM VIANA, Assistant Secretary

WITNESS
VALENCIA METCALF

WITNESS
JUSTIN MOON

STATE OF Texas
COUNTY OF Dallas

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

WITNESS my hand and official seal,

ERIC TODD RITTMUELLER
Notary Expires: 10/09/2017

ERIC TODD RITTMUELLER
Notary Public, State of Texas
My Commission Expires
October 09, 2017

(This area for notarial seal)

"NR^NRNATT^05/12/2015 03:17:07 AM^NATT01NATTA00000000000000007823^SCYORK^[redacted]^SCSTATE_MORT_ASSIGN_ASSN^JM2^JM2NATT"

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Manufactured Home Appraisal Report File [redacted]

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

SUBJECT

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

CONTRACT

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

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

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

NEIGHBORHOOD

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

Neighborhood Characteristics			Manufactured Housing Trends				Manufactured Housing		Present Land Use %	
Location	☐ Urban	☐ Suburban	☒ Rural	Property Values	☐ Increasing	☒ Stable	☐ Declining	PRICE	AGE	One-Unit 80 %
Built-Up	☐ Over 75%	☒ 25-75%	☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance	☐ Over Supply	$ (000)	(yrs)	2-4 Unit %
Growth	☐ Rapid	☒ Stable	☐ Slow	Marketing Time	☐ Under 3 mths	☒ 3-6 mths	☐ Over 6 mths	50 Low	NEW	Multi-Family %
								150 High	30	Commercial %
								100 Pred.	10	Other VAC40 %

Neighborhood Boundaries THE SUBJECT NEIGHBORHOOD BOUNDARIES ARE AS FOLLOWS: NORTH-HWY.55,WEST-HWY.321,SOUTH-YORK TOWNSHIP,EAST-HWY.49.
Neighborhood Description SUBJECT PROPERTY IS CLOSE TO SCHOOLS, SHOPPING AND RECREATION. HAS GOOD MARKET APPEAL. THE MAIN TRAFFIC ARTERY IN THE AREA IS HWY. 321. THERE WERE NO ADVERSE CONDITIONS OBSERVED THAT WOULD EFFECT THE MARKET VALUE OF THE PROPERTY. THIS IS A COMPLETE SUMMARY APPRAISAL REPORT
Market Conditions (including support for the above conclusions) I HAVE CONSIDERED RELEVANT COMPETITIVE LISTING/CONTRACT OFFERINGS IN PERFORMING THIS APPRAISAL AND ANY TREND INDICATED BY THE DATA IS SUPPORTED BY THE LISTING/OFFERING INFORMATION INCLUDED IN THIS REPORT.

SITE

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

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

FEMA Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone X FEMA Map # 45091C0165E FEMA Map Date 9/28/2008
Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe
Is the site size, shape and topography generally conforming to and acceptable in the market area? ☒ Yes ☐ No If No, explain
Is there adequate vehicular access to the subject property? ☒ Yes ☐ No If No, describe
Is the street property maintained? ☒ Yes ☐ No If No, describe
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe
THERE WERE NO ADVERSE EASEMENTS OR ENCROACHMENTS OBSERVED. THE UTILITY OF THE SUBJECT'S SITE IS COMPARABLE TO TYPICAL SITES IN THIS AREA. WELL AND SEPTIC SYSTEMS ARE COMMON IN THE AREA. NO ORDORS, STANDING WATER NOR ANY OTHER DEFECT IN THE SEPTIC SYSTEM WAS OBSERVED. THERE IS NO PUBLIC WATER OR SEWER IN A 2 MILE RADIUS

HUD DATA PLATE

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

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

PLAINTIFF'S EXHIBIT 5

Manufactured Home Appraisal Report

File [redacted]

General Description	Foundation	Exterior Description materials/condition	Interior materials/condition
# of Units ☒ One ☐ Additional	☐ Poured Concrete ☐ Concrete Runners	Siding BRICK/A	Floors CPT/VINYL/A
# of Stories ☒ 1 ☐ 2 ☐ Other	☒ Block & Pier ☐ Other-att. description	Exterior Walls VINYL/A	Walls DWA
Design (Style) MANUFACT/A	☐ Full Basement ☐ Partial Basement	Roof Surface FG/A	Trim/Finish WOOD/A
# of Sections ☐ 1 ☒ 2 ☐ 3	Basement Area N/A sq.ft.	Gutters & Downspouts NONE	Bath Floor VINYL/A
☐ Other	Basement Finish N/A %	Window Type VIN/DH/A	Bath Wainscot FIBER/A
Type ☒ Det. ☐ Att. ☐ S-Det./End Unit	☐ Outside Entry/Exit ☐ Sump Pump	Storm Sash/Insulated STORM/ALL/A	Car Storage ☒ None
☒ Existing ☐ Proposed ☐ Under Const.	Evidence of ☐ Infestation NONE NTD	Screens YES/A	☒ Driveway # of Cars 2
Year Built 1999 Effective Age (Yrs) 10	☐ Dampness ☐ Settlement	Doors INSULATED/A	Driveway Surface GRAVEL
Attic ☒ None	Heating ☒ FWA ☐ HWBB ☐ Radiant	Amenities ☐ Woodstove(s) #	☐ Garage # of Cars
☐ Drop Stair ☐ Stairs	☐ Other Fuel ELECTRIC	☒ Fireplace(s) # 1 ☐ Fence	☐ Carport # of Cars
☐ Floor ☐ Scuttle	Cooling ☒ Central Air Conditioning	☐ Patio/Deck ☒ Porch	☐ Attached ☐ Detached
☐ Finished ☐ Heated	☐ Individual ☐ Other	☐ Pool ☒ Other WORKSH	☐ Built-in

Appliances ☐ Refrigerator ☒ Range/Oven ☒ Dishwasher ☐ Disposal ☐ Microwave ☐ Washer/Dryer ☒ Other (describe) FAN HOOD

Finished area above grade contains: 5 Rooms 3 Bedrooms 2 Bath(s) 1,943 Square Feet of Gross Living Area Above Grade

Describe any additions or modifications (decks, rooms, remodeling, etc.) FIREPLACE IS VENTED

Installer's Name N/A Date Installed 1999 Model Year 1999

Is the manufactured home attached to a permanent foundation system? ☒ Yes ☐ No If No, describe the foundation system and the manner of attachment

Have the towing hitch, wheels, and axles been removed? ☒ Yes ☐ No If No, explain

Is the manufactured home permanently connected to a septic tank or sewage system and other utilities? ☒ Yes ☐ No If No, explain

Does the dwelling have sufficient gross living area and room dimensions to be acceptable to the market? ☒ Yes ☐ No If No, explain

Additional features (special energy efficient items, non-realty items, etc.) N/A

The appraiser must rate the quality of construction for the subject unit based on objective criteria (such as N.A.D.A. Manufactured Housing Appraisal Guide®, Marshall & Swift Residential Cost Handbook®, or other published cost service). The appraiser must also report the source used for this quality of construction rating determination.

Quality ☐ Poor ☐ Fair ☒ Average ☐ Good ☐ Excellent Identify source of quality rating INSPECTION

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.) NO REPAIRS OBSERVED

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW

Source of cost data		Effective date of cost data		Quality rating from cost service	
OPINION OF SITE VALUE		$		Exterior Dimensions of the Subject Unit	
Section One	1,943 Sq. ft. @ $	$		X =	Sq. ft.
Section Two	Sq. ft. @ $	$		X =	Sq. ft.
Section Three	Sq. ft. @ $	$		X =	Sq. ft.
Section Four	Sq. ft. @ $	$		X =	Sq. ft.
		$		Total Gross Living Area:	Sq. ft.
		$		Other Data Identification	
		$		N.A.D.A. Data Identification Info: Edition Mo:	Yr:
	Sub-total:	$		MH State: Region: Size: ft. x	ft.
	Cost Multiplier (if applicable):	x		Gray pg. White pg.	Black SVS pg.
	Modified Sub-total:			15 years and older Conversion Chart pg.	Yellow pg.
	Physical Depreciation or Condition Modifier:			Comments	
	Functional Obsolescence (not used for N.A.D.A.):				
	External Depreciation or State Location Modifier:				
	Delivery, Installation, and Setup (not used for N.A.D.A.):	$			
	Other Depreciated Site Improvements:	$			
	Market Value of Subject Site (as supported above):	$			
	Indicated Value by Cost Approach:	$		Estimated Remaining Economic Life (HUD and VA only)	50 Years

Summary of Cost Approach THE COST APPROACH WAS NOT RELEVANT OR NECESSARY TO MAKE A VALUE DETERMINATION ON THIS PROPERTY.

REMAINING ECONOMIC LIFE: 50 YEARS

Manufactured Home Appraisal Report File [redacted]

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

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

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	727 Sweet Meadow Ln CLOVER, S.C. 29710-8840	1065 TURKEY CREEK ROAD YORK, S.C.29745		2345 KINGSBURY ROAD YORK, S.C. 29745		731 O'MALLEY'S CT CLOVER, S.C. 29710	
Proximity to Subject		6 MILES SOUTH		2 MILES EAST		6 MILES NORTH	
Sale Price	$ 95,000		$ 90,000		$ 88,900		$ 106,500
Sale Price/Gross Liv. Area	$ 48.89 sq.ft.	$ 46.30 sq.ft.		$ 59.93 sq.ft.		$ 54.93 sq.ft.	
Manufactured Home		☒ Yes ☐ No		☒ Yes ☐ No		☒ Yes ☐ No	
Data Source(s)		MLS DOM 40		MLS DOM 227		MLS DOM 348	
Verification Source(s)		COUNTY RECS		COUNTY RECS		COUNTY RECS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sales or Financing Concessions		CC-3500 CONV		CC-0 OWNER		CC-0 FHA	
Date of Sale/Time		9/2/10		2/15/10		7/7/09	
Location	RURAL	RURAL		RURAL		RURAL	
Leasehold/Fee Simple	Fee Simple	FEE		FEE		FEE	
Site	3 AC	5 AC	-2,000	.50 AC	+3,000	2.4 AC	
View	RES/A	RES/A		RES/A		RES/A	
Design (Style)	MANUFACT/A	MANUFACT/A		MANUFACT/A		MANUFACT/A	
Quality of Construction	VINYL/A	VINYL		VINYL		VINYL	
Actual Age	A11 E10	A38 E18	+7,200	A11 E10		A12 E6	-5,300
Condition	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Above Grade Room Count	Total 5 / Bdrms. 3 / Baths 2	Total 5 / Bdrms. 2 / Baths 2		Total 5 / Bdrms. 3 / Baths 3	-1,000	Total 7 / Bdrms. 4 / Baths 2	
Gross Living Area	1,943 sq.ft.	1,944 sq.ft.		1,500 sq.ft.	+6,600	1,937 sq.ft.	
Basement & Finished Rooms Below Grade	N/A / N/A	N/A / N/A		N/A / N/A		N/A / N/A	
Functional Utility	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Heating/Cooling	FWA/CEN.	FWA/CEN.		FWA/CEN.		FWA/CEN.	
Energy Efficient Items	IG	IG		IG		IG	
Garage/Carport	NONE	1 CAR CP	-2,000	2 CAR GAR	-4,000	NONE	
Porch/Patio/Deck	PORCH	PORCH		STOOP	+1,000	PORCH,DECK	-1,600
FIREPLACE	FP	FP		FP		FP	
FENCE	NONE	NONE		NONE		NONE	
OTHER	WKSP 13X26	NONE	+2,000	WKSP 24X24		SCR PORCH	-3,000
Net Adjustment (Total)		☒ + ☐ -	$ 5,200	☒ + ☐ -	$ 5,800	☐ + ☒ -	$ -9,800
Adjusted Sale Price of Comparables		Net Adj. 5.8 % Gross Adj. 14.7 %	$ 95,200	Net Adj. 6.2 % Gross Adj. 17.4 %	$ 95,500	Net Adj. 9.2 % Gross Adj. 9.2 %	$ 96,700

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

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

Data source(s) MLS/FILES/COUNTY RECORDS

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

Data source(s) MLS/FILES/COUNTY RECORDS

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

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

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

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

Indicated Value by Sales Comparison Approach $ 96,000

Indicated Value by: Sales Comparison Approach $ 96,000 Cost Approach $ N/A Income Approach (if developed) $ N/A

THE MARKET APPROACH IS THE BEST INDICATOR OF VALUE.

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

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 96,000 as of 6/7/2010, which is the date of inspection and the effective date of this appraisal.

Manufactured Home Appraisal Report [redacted]

ASSIGNED 06/04/2010

LIST TO SALE RATIO IS . 98.2%

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

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

ADDITIONAL COMMENTS

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

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

Summary of Income Approach (including support for market rent and GRM) THE PROPERTY IS NOT AN INCOMING PRODUCING PROPERTY SO AN INCOME APPROACH IS NOT NECESSARY.

PROJECT INFORMATION FOR PUDs (if applicable)

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

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

Legal name of project		
Total number of phases	Total number of units	Total number of units sold
Total number of units rented	Total number of units for sale	Data source(s)

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

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

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

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

Describe common elements and recreational facilities.

Manufactured Home Appraisal Report

File [redacted]

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

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

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

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

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

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

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

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

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Manufactured Home Appraisal Report

File [redacted]

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

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I also developed the cost approach to value as support for the sales comparison approach. I have adequate comparable market and cost data to develop reliable sales comparison and cost approaches for this appraisal assignment. I further certify that I considered the income approach to value but did not develop it, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Manufactured Home Appraisal Report

File # [redacted]

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

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

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

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

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

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

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

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

APPRAISER		SUPERVISORY APPRAISER (ONLY IF REQUIRED)	
Signature	JAMES F. BOWMAN CG-156	Signature	
Name	James F. Bowman State Certified General Real Estate Appraiser	Name	
Company Name	BASIC REAL ESTATE SERVICES License # CG156	Company Name	
Company Address	224 Oakland Ave. Rock Hill, SC 29730	Company Address	
Telephone Number	(803) 329-5251	Telephone Number	
Email Address	jim.bowman@basicrealestate.net	Email Address	
Date of Signature and Report	6/7/2010	Date of Signature	
Effective Date of Appraisal	6/7/2010	State Certification #	
State Certification #	CG-156	or State License #	
or State License #		State	
or Other		Expiration Date of Certification or License	
State	SC		
Expiration Date of Certification or License	6/30/2010		

ADDRESS OF PROPERTY APPRAISED
727 Sweet Meadow Ln
CLOVER, S.C. 29710-8840

APPRAISED VALUE OF SUBJECT PROPERTY $ 96,000

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

SUBJECT PROPERTY
☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection
☐ Did inspect interior and exterior of subject property
Date of Inspection

COMPARABLE SALES
☑ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection

Nationstar v. Lowery
Appellate Case No. 2015-002253

Exhibit 6 Pg 36 of 40

STATE OF SOUTH CAROLINA COUNTY OF YORK Nationstar Mortgage LLC, Plaintiff, v. Norman D. Lowery; Defendant(s). (013225-03514)	IN THE COURT OF COMMON PLEAS DOCKET NO. 14-CP-46-2394 AFFIDAVIT OF VERIFIED STATEMENT OF ACCOUNT Deficiency Judgment Waived

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

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

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

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

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

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

Principal Balance	$91,831.74
Interest Total	$12,818.85
from December 1, 2012 to July 6, 2015 at 5.375%	
Per Diem at $13.52	
Pre-acceleration Late Charges	$0.00
Property Tax Advances	$2,083.33
Hazard Insurance Advances	$2,800.84
MIP\PMI	$0.00
Total Property Inspection Fees	$60.00
Property Preservation Expenses	$78.00
Prior Foreclosure Fees	$4,351.00
Escrow Balance Credit	$0.00
Credits	$0.00
Other	$0.00
Payment Advance - Principal/Interest/Escrow	$0.00
Total	$114,026.76

FURTHER AFFIANT SAYETH NOT.

8/18/15

Printed Name: Darla Duncan

document execution specialist

Title

8/18/15

Date

State of Texas

County of Denton

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

(NOTARY SEAL)

Charles G. Cook III

Signature of Notary Public

CHARLES G. COOK, III
Notary Public, State of Texas
My Commission Expires
December 18, 2015

STATE OF SOUTH CAROLINA

COUNTY OF YORK

Nationstar Mortgage LLC,

Plaintiff,

v.

Norman D. Lowery;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 14-CP-46-2394

AFFIDAVIT OF COSTS
Deficiency Judgment Waived

2015 SEP 28 AM 9:53

(013225-03514)

PERSONALLY appeared before me, the undersigned, who being duly sworn, deposes and says:

I am one of the attorneys for Plaintiff in the above-captioned action for which the following costs, which are secured by the mortgage being foreclosed, have been incurred to date and not reflected as a portion of the corporate advance:

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

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

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

220 Executive Center Drive
Columbia, SC 29210

Andrew W. Montgomery (SC Bar #79893)
John J. Heath (SC Bar # 0035)
Nikole Haltiwanger (SC Bar # 70491)

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

Columbia, South Carolina

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

(L.S.)

(Signature)

Jonathan Fletcher

(Printed Name)

Notary Public for South Carolina

My Commission Expires: August 15, 2022

JONATHAN FLETCHER NOTARY PUBLIC SOUTH CAROLINA

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 6 Pg 39 of 40

NOTICE OF SALE

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

All that certain piece, parcel, or lot of land, lying, being and situate in Kings Mountain Township, County of York, State of South Carolina and being shown and designated as Lot #1 containing 3.00 acres upon plat entitled "Property of James E. Ogden and Marian C. Ogden" prepared by John Quinn Hall, RLS dated July 19, 2000, revised April 15, 2002 and recorded in the Office of the Clerk of Court for York County, SC in Plat Book C188 at Page 8, which plat is incorporated herein by reference, and having such metes, bounds, courses, and distances as by reference to said plat will more fully appear.
Derivation: Book 11495 at Page 53
727 Sweet Meadow Ln, Clover, SC 29710

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

355-00-00-092

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

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

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

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

John J. Hearn, Esq.
Attorney for Plaintiff
P.O. Box 100200
Columbia, SC 29202-3200
(803) 744-4444
013225-03514
Website: www.rtt-law.com (see link to Resources/Foreclosure Sales)

9/23/15

NOTICE TO PRINTER: Please insert:

_____Once during week commencing _____
_____Once during week commencing _____
_____Once during week commencing _____

2015 SEP 28 AM 9:53

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 6 Pg 34 of 40

DATE: 20-08-14

FILED-RECEIVED
2014 AUG 21 AM 11:01
DAVID HAMILTON
C.C.C.P.&G.S.
YORK COUNTY, SC

FROM: NORMAN D. LOWERY

727 SWEET MEADOW LANE

CLOVER, SC 29710

TO: THE COURT

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

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

The actual facts in this case are as follows;

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

receiving any signal inside the house was greatly affected but can be reached at the alternative number or by email noted in the PHH system. Shortly after the New Year I suffered a Heart Attack; my wife took over paying all monthly bills, including mortgage payments Nancy, my wife, made mortgage payments to Coldwell Banker Mgt. (PO Box 371458, Pittsburg, PA 15250) February 2013 with check # 1310 for $817.41 **(REF ATCH: 2 PAGE 1)** processed and cashed by Mortgage Services (ref NC State Employee's Credit Union Statement **(REF ATCH 3, PAG2)**, March 2013 check #1312 **(REF ATCH 4, PAGE 2)**, April 2013 check#1316 **(REF ATCH 4, PAGE 2)**, and May 2013 check #1317 **(REF ATCH 5, PAGE 2)** each for the scheduled amount of $777.15. We received no shape or form of communication from PHH of any payment issues up until Foreclosure documents were hand delivered in May of 2013.

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

Initially the PHH Representative stated that our February payment (via check) was not processed and sent back to us with a "Notice of Short Payment" and further stated their computer showed not payments being processed or being received for March thru May of 2013 **(REF ATCHS 2,4,5 & 6, PAGE 2)**. Upon my further questioning and advising PPH Mortgage they processed the Feb 2013 payment, they then stated that the check was processed and they cut a check **#2013199158**, sent it to us with a letter of short payment requesting an additional $91.72. I advised PHH no such letter or check was received by us and subsequently asked them to check the address to which they sent the documents and to check to see if PHH check **#2013199158** was processed. If it was processed it was cashed by someone other than Nancy or myself. I also requested a copy of all letters, documents, courier's receipts, and the current location of the checks that Nancy wrote and sent to PHH Mortgage and all documents associated with the loan from January 2013 till May 2013.

I told PHH that I can send double payments ($1800.00) each month to resolve the issue, however PHH refused and only stated I would have to pay their attorney to resolve the issue. **5 June 2013** I sent a request for a status update from Rogers Townsend as to status of information and documentation I requested on **23 May 2013 (REF ATCH 16)** I also contacted the Rogers Townsend firm (PHH Mortgage legal representative) both by phone and via email indicating the same information and requesting documents alleged by PHH as well as location of the checks that were written to PHH **(REF ATTCH 7, PAGES 1&2)**.

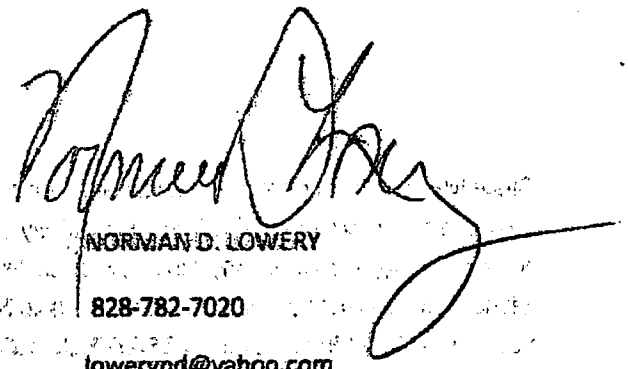
12 June 2013, Received notification from Rogers Townsend they were placing a hold on further foreclosure actions until PHH validated the debt **(REF ATCH 18, PAGES 1-3)** and I requested date which I can reasonably expect a response.

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

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

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

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



NORMAN D. LOWERY

828-782-7020

lowerynd@yahoo.com

1

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

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

To: lowerynd@yahoo.com;

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

Mr. Lowery,

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

Best,

Maryann Capoccia

ROGERS TOWNSEND
ATTORNEYS AT LAW

Maryann Capoccia
Contested Foreclosure Paralegal

Direct 803.744.5229
Fax 803.343.7013

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

Main 803.771.7900
Visit rtt-law.com

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

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

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

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200 (29202)
220 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803.744.4444 F 803.343.7913
WWW.RST-LAW.COM

ROGERS TOWNSEND
ATTORNEYS AT LAW

SENT VIA EMAIL: lowerynd@yahoo.com

August 15, 2013

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

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

Dear Mr./Mrs Lowery:

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

Rogers Townsend & Thomas

Default Services Department
Enclosures

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

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

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

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

FURTHER AFFIANT SAYETH NOT.

Name

Assistant Vice President

(Title)

STATE OF New Jersey

COUNTY OF Burlington

Sworn to before me this 8 day of Aug. 2013

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

Notary Public for New Jersey

My Commission Expires: 4/17/2018

Borrower: Norman Lowery

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

011227-01181

Nationstar v. Lowery
Appellate Case No.
2015-002253

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

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

ROGERS TOWNSEND
ATTORNEYS AT LAW

August 15, 2013

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

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

FOR SETTLEMENT PURPOSES ONLY.

Dear Sir/Madam:

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

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

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

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

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

ATTORNEY TRUST OR ATTORNEY ESCROW CHECKS WILL NOT BE ACCEPTED.

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

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

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

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

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

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

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

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

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

Sincerely,

Reinstatement/Payoff Department

***

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

WIRING INSTRUCTIONS
ROGERS TOWNSEND & THOMAS, PC

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

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

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

PHH Mortgage

PHH

2001 Bishops Gate Boulevard
Mt. Laurel NJ 08054

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

February 18, 2013

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

Norman D Lowery
727 Sweet Meadow Ln Ln
Clover SC 29710

NOTICE OF INTENTION TO FORECLOSE

Dear Customer(s):

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

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

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

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

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

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

Sincerely,

Loan Counseling Center

(XC007)

PHH Mortgage

PHH

2001 Bishops Gate Boulevard
Mt. Laurel NJ 08054

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

February 18, 2013

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

Norman D Lowery
727 Sweet Meadow Ln Ln
Clover SC 29710

NOTICE OF INTENTION TO FORECLOSE

Dear Customer(s):

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

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

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

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

Again, all remittances must be in the form of "CERTIFIED FUNDS"; no PERSONAL CHECKS will be accepted! Anything less than the TOTAL DUE and/or not in "CERTIFIED FUNDS", will be refused.

If you disagree with the assertion that a default has occurred, or the calculation of the amount required to cure the default, you may contact us at 1-800-330-0423. This is an attempt to collect a debt, any information obtained will be used for that purpose.

Sincerely,

Loan Counseling Center

(XC117)

THE MORTGAGE SERVICE CENTER
4001 LEADENHALL ROAD
MT LAUREL, NJ 08054

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 08/14/2013

BORR NAME NORMAN LOWERY
STREET 727 SWEET MEADOW LN LN
CITY STATE ZIP CLOVER, SC, 29710

LOAN NUMBER: [redacted]

ACTIVITY FOR PERIOD 01/01/2010 - 12/31/2010

Loan Number	Transaction Date	Transaction Code	Due Date	Fees Amount	Fees Paid	Suspense Amount	Principal Amount	Interest Amount	Escrow Amount	Advance Amount	Total Amount	Principal Balance	Escrow Balance	Advance Balance	Suspense Balance
7116927669	01/01/2010											0.00	0.00	0.00	0.00
7116927669	01/14/2010	142		0.00	0.00	0.00	-95000.00	0.00	0.00	0.00	-95000.00	95000.00	0.00	0.00	0.00
7116927669	07/14/2010	142		0.00	0.00	0.00	285.61	0.00	0.00	0.00	0.00	95000.00	0.00	0.00	0.00
7116927669	07/22/2010	148		0.00	0.00	0.00	0.00	353.12	0.00	0.00	353.12	95000.00	353.12	0.00	0.00
7116927669	07/23/2010	170	08/01/2010	0.00	0.00	0.00	188.46	425.62	117.69	0.00	646.07	94853.54	470.81	0.00	0.00
7116927669	08/03/2010	173	08/01/2010	0.00	7.50	0.00	0.00	0.00	0.00	0.00	7.50	94853.54	470.81	0.00	0.00
7116927669	08/03/2010	173	09/01/2010	0.00	7.50	0.00	0.00	0.00	0.00	0.00	-7.50	94853.54	470.81	0.00	0.00
7116927669	08/03/2010	173	10/01/2010	0.00	-7.50	0.00	188.61	425.04	117.69	0.00	646.07	94788.93	588.50	0.00	0.00
7116927669	08/03/2010	73		0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.50	94788.93	588.50	0.00	0.00
7116927669	10/13/2010	173	11/01/2010	0.00	12.50	0.00	0.00	0.00	0.00	0.00	-12.50	94788.93	588.50	0.00	0.00
7116927669	10/15/2010	173		-12.50	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94788.93	588.50	0.00	0.00
7116927669	10/15/2010	73		21.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	94788.93	381.17	0.00	0.00
7116927669	11/16/2010	152		0.00	0.00	0.00	0.00	0.00	-227.33	0.00	0.00	94788.93	381.17	0.00	0.00
7116927669	11/16/2010	312	12/01/2010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94788.93	381.17	0.00	0.00
7116927669	12/16/2010	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	94788.93	381.17	0.00	0.00
7116927669	12/31/2010														

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DATE 09/14/2013

THE MORTGAGE SERVICE CENTER
4001 LEADENHALL ROAD
MT LAUREL, NJ 08054

Nationstar v. Lowery
Appellate Case No. 2015-002253

CUSTOMER ACCOUNT ACTIVITY STATEMENT

MORT NAME NORMAN LOWERY
STREET 727 SWEET MEADOW LN LN
CITY STATE ZIP CLOVER, SC, 29710

LOAN NUMBER: [redacted]

ACTIVITY FOR PERIOD 01/01/2011 - 12/31/2011

Loan Number	Transaction Date	Transaction Code	Due Date	Fees Assessed	Fees Paid	Suspense Amount	Principal Amount	Interest Amount	Escrow Amount	Advance Amount	Total Amount	Principal Balance	Escrow Balance	Advance Balance	Suspense Balance
												94760.80	391.17	0.00	0.00
7116927869	01/01/2011	173	11/01/2010	0.00	0.00	0.00	107.41	424.67	117.69	0.00	649.67	94879.19	479.86	0.00	0.00
7116927869	01/01/2011	173	12/01/2010	0.00	0.00	0.00	107.50	424.58	117.69	0.00	649.67	94571.29	596.55	0.00	0.00
7116927869	01/01/2011	173	01/01/2011	0.00	42.54	0.00	0.00	0.00	0.00	0.00	42.54	94571.29	596.55	0.00	0.00
7116927869	01/01/2011	173	01/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	94571.29	596.55	0.00	0.00
7116927869	01/01/2011	73		-42.54	0.00	0.00	0.00	0.00	0.00	0.00	-42.54	94571.29	596.55	0.00	0.00
7116927869	01/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	94571.29	596.55	0.00	0.00
7116927869	01/01/2011	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94571.29	596.55	0.00	0.00
7116927869	02/02/2011	173	01/01/2011	0.00	0.00	0.00	108.30	423.60	117.69	0.00	649.67	94462.91	714.24	0.00	0.00
7116927869	02/02/2011	173	02/01/2011	0.00	0.00	0.00	108.30	423.12	117.69	0.00	649.67	94354.05	831.93	0.00	0.00
7116927869	02/02/2011	173	02/01/2011	0.00	21.27	0.00	0.00	0.00	0.00	0.00	21.27	94354.05	831.93	0.00	0.00
7116927869	02/02/2011	173	02/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	94354.05	831.93	0.00	0.00
7116927869	02/02/2011	73		-21.27	0.00	0.00	0.00	0.00	0.00	0.00	-21.27	94354.05	831.93	0.00	0.00
7116927869	02/02/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	94354.05	831.93	0.00	0.00
7116927869	03/01/2011	173	03/01/2011	0.00	0.00	0.00	109.35	422.63	117.69	0.00	649.67	94244.70	949.62	0.00	0.00
7116927869	03/01/2011	173	03/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	-17.50	94244.70	949.62	0.00	0.00
7116927869	03/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	94244.70	949.62	0.00	0.00
7116927869	04/01/2011	173	04/01/2011	0.00	0.00	0.00	109.84	422.14	117.69	0.00	649.67	94134.86	1067.31	0.00	0.00
7116927869	04/10/2011	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94134.86	1067.31	0.00	0.00
7116927869	05/01/2011	173	05/01/2011	0.00	0.00	0.00	110.33	421.65	117.69	0.00	649.67	94024.53	1185.00	0.00	0.00
7116927869	05/01/2011	173	05/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	94024.53	1185.00	0.00	0.00
7116927869	05/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	94024.53	1185.00	0.00	0.00
7116927869	05/10/2011	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94024.53	1185.00	0.00	0.00
7116927869	06/01/2011	173	06/01/2011	0.00	0.00	0.00	110.83	421.15	117.69	0.00	649.67	93913.70	1302.69	0.00	0.00
7116927869	07/01/2011	173	07/01/2011	0.00	42.54	0.00	0.00	0.00	0.00	0.00	42.54	93913.70	1302.69	0.00	0.00
7116927869	07/01/2011	173	07/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93913.70	1302.69	0.00	0.00
7116927869	07/01/2011	73		-42.54	0.00	0.00	0.00	0.00	0.00	0.00	-42.54	93913.70	1302.69	0.00	0.00
7116927869	07/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93913.70	1302.69	0.00	0.00
7116927869	07/07/2011	351	07/01/2011	0.00	0.00	0.00	0.00	0.00	-1122.00	0.00	0.00	93913.70	180.69	0.00	0.00
7116927869	07/18/2011	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	93913.70	180.69	0.00	0.00
7116927869	07/20/2011	367		0.00	0.00	0.00	0.00	0.00	778.78	0.00	0.00	93913.70	101.69	0.00	0.00
7116927869	08/01/2011	173	07/01/2011	0.00	0.00	0.00	111.32	420.66	117.69	0.00	649.67	93802.38	219.68	0.00	0.00
7116927869	08/02/2011	173	08/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93802.38	219.68	0.00	0.00
7116927869	08/02/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93802.38	219.68	0.00	0.00
7116927869	08/10/2011	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	93802.38	219.68	0.00	0.00
7116927869	09/01/2011	173	08/01/2011	0.00	0.00	0.00	111.82	420.16	117.69	0.00	649.67	93690.56	337.37	0.00	0.00
7116927869	09/01/2011	173	09/01/2011	0.00	0.00	0.00	112.32	419.66	117.44	0.00	644.42	93578.24	449.81	0.00	0.00
7116927869	09/01/2011	173	10/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93578.24	449.81	0.00	0.00
7116927869	09/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93578.24	449.81	0.00	0.00
7116927869	10/03/2011	173	10/01/2011	0.00	0.00	0.00	112.63	419.15	112.44	0.00	644.42	93465.41	562.25	0.00	0.00
7116927869	10/03/2011	173	11/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93465.41	562.25	0.00	0.00
7116927869	10/03/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93465.41	562.25	0.00	0.00
7116927869	11/02/2011	173	11/01/2011	0.00	0.00	0.00	113.33	418.65	112.44	0.00	644.42	93352.08	674.69	0.00	0.00
7116927869	11/02/2011	173	12/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93352.08	674.69	0.00	0.00
7116927869	11/02/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93352.08	674.69	0.00	0.00
7116927869	12/01/2011	173	12/01/2011	0.00	0.00	0.00	113.84	418.14	112.44	0.00	644.42	93238.24	787.13	0.00	0.00
7116927869	12/01/2011	912	12/01/2011	0.00	0.00	0.00	0.00	0.00	0.00	-1707.68	0.00	93238.24	-1050.68	0.00	0.00
7116927869	12/01/2011	173	01/01/2012	0.00	21.47	0.00	0.00	0.00	0.00	0.00	21.47	93238.24	-1050.68	0.00	0.00
7116927869	12/01/2011	173	01/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93238.24	-1050.68	0.00	0.00
7116927869	12/01/2011	73		-21.47	0.00	0.00	0.00	0.00	0.00	0.00	-21.47	93238.24	-1050.68	0.00	0.00
7116927869	12/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93238.24	-1050.68	0.00	0.00
7116927869	12/01/2011											93238.24	-1050.68	0.00	0.00

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08/14/2013

THE MORTGAGE SERVICE CENTER
4001 LEADENHALL ROAD
MT LAUREL, NJ 08054

CUSTOMER ACCOUNT ACTIVITY STATEMENT

MORT NAME NORMAN LOWERY
STREET 727 SWEET MEADOW LN LN
CITY STATE ZIP CLOVER, SC, 29710

LOAN NUMBER:

ACTIVITY FOR PERIOD 01/01/2012 - 12/31/2012

Loan Number	Transaction Date	Transaction Code		Due Date	Fees Assessed	Fees Paid	Suspense Amount	Principal Amount	Interest Amount	Escrow Amount	Advance Amount	Total Amount	Principal Balance	Escrow Balance	Advance Balance	Suspense Balance
													99238.24	-1000.85	0.00	0.00
7116927869	01/01/2012												99123.89	-888.39	0.00	0.00
7116927869	01/04/2012	173		01/01/2012	0.00	0.00	0.00	114.35	417.63	118.44	0.00	644.42	99123.89	-888.39	0.00	0.00
7116927869	01/04/2012	173		02/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	99123.89	-888.39	0.00	0.00
7116927869	01/04/2012	73			-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	99009.03	-511.24	0.00	0.00
7116927869	02/01/2012	173		02/01/2012	0.00	0.00	0.00	114.86	417.12	377.15	0.00	909.13	98893.65	-134.09	0.00	0.00
7116927869	02/01/2012	173		03/01/2012	0.00	0.00	0.00	116.36	416.60	377.15	0.00	909.13	98893.65	-134.09	0.00	0.00
7116927869	03/02/2012	173		04/01/2012	0.00	1.50	0.00	0.00	0.00	0.00	0.00	1.50	98893.65	-134.09	0.00	0.00
7116927869	03/02/2012	173			-1.50	0.00	0.00	0.00	0.00	0.00	0.00	-1.50	98777.79	243.06	0.00	0.00
7116927869	04/02/2012	73		04/01/2012	0.00	0.00	0.00	116.86	416.09	377.15	0.00	909.13	98777.79	243.06	0.00	0.00
7116927869	04/02/2012	173		05/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	98777.79	243.06	0.00	0.00
7116927869	04/02/2012	173			-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	98661.35	620.21	0.00	0.00
7116927869	04/02/2012	73		05/01/2012	0.00	0.00	0.00	116.41	416.57	377.15	0.00	909.13	98661.35	620.21	0.00	0.00
7116927869	05/03/2012	173		06/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	98661.35	620.21	0.00	0.00
7116927869	05/03/2012	173			-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	98544.42	997.36	0.00	0.00
7116927869	05/03/2012	73		06/01/2012	0.00	0.00	0.00	116.99	415.06	377.15	0.00	909.13	98544.42	997.36	0.00	0.00
7116927869	06/04/2012	173		07/01/2012	0.00	21.07	0.00	0.00	0.00	0.00	0.00	21.07	98544.42	997.36	0.00	0.00
7116927869	06/04/2012	173		07/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	98544.42	997.36	0.00	0.00
7116927869	06/04/2012	173			-21.07	0.00	0.00	0.00	0.00	0.00	0.00	-21.07	98544.42	997.36	0.00	0.00
7116927869	06/04/2012	73			-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	98426.66	1374.51	0.00	0.00
7116927869	06/04/2012	73		07/01/2012	0.00	0.00	0.00	117.46	414.52	377.15	0.00	909.13	98426.66	1374.51	0.00	0.00
7116927869	07/02/2012	173		08/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	98426.66	1374.51	0.00	0.00
7116927869	07/02/2012	173			-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	98426.66	1374.51	0.00	0.00
7116927869	07/02/2012	73			0.00	0.00	0.00	0.00	0.00	-1123.00	0.00	-1123.00	92308.66	281.51	0.00	0.00
7116927869	07/03/2012	351		07/01/2012	0.00	0.00	0.00	117.66	414.00	377.15	0.00	908.81	92308.66	628.66	0.00	0.00
7116927869	08/06/2012	173		09/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	92308.66	628.66	0.00	0.00
7116927869	08/06/2012	173			-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	92308.66	628.66	0.00	0.00
7116927869	08/06/2012	73			21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	92308.66	628.66	0.00	0.00
7116927869	09/17/2012	152		09/01/2012	0.00	0.00	0.00	118.61	413.47	377.15	0.00	909.13	92190.47	1005.81	0.00	0.00
7116927869	10/01/2012	173		10/01/2012	0.00	0.00	0.00	119.04	412.94	377.15	0.00	909.13	92071.43	1382.96	0.00	0.00
7116927869	10/01/2012	173		11/01/2012	0.00	21.27	0.00	0.00	0.00	0.00	0.00	21.27	92071.43	1382.96	0.00	0.00
7116927869	10/01/2012	173			-21.27	0.00	0.00	0.00	0.00	0.00	0.00	-21.27	92071.43	1382.96	0.00	0.00
7116927869	10/01/2012	73			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	91951.85	1760.11	0.00	0.00
7116927869	11/05/2012	173		11/01/2012	0.00	17.50	0.00	119.58	412.40	377.15	0.00	909.13	91951.85	1760.11	0.00	0.00
7116927869	11/05/2012	173		12/01/2012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.50	91951.85	1760.11	0.00	0.00
7116927869	11/05/2012	73			-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	91951.85	-58.98	0.00	0.00
7116927869	12/07/2012	312		12/01/2012	0.00	0.00	0.00	0.00	0.00	-1819.19	0.00	0.00	91931.74	318.16	0.00	0.00
7116927869	12/10/2012	173		12/01/2012	0.00	0.00	0.00	0.00	120.11	411.87	377.15	0.00	91931.74	318.16	0.00	0.00
7116927869	12/10/2012	173		01/01/2013	0.00	17.50	0.00	0.00	0.00	0.00	0.00	909.13	91931.74	318.16	0.00	0.00
7116927869	12/10/2012	73			-17.50	0.00	0.00	0.00	0.00	0.00	0.00	17.50	91931.74	318.16	0.00	0.00
7116927869	12/31/2012											-17.50	91931.74	318.16	0.00	0.00

THE MORTGAGE SERVICE CENTER
4001 LEADENHALL ROAD
MT LAUREL, NJ 08054

DATE 08/14/2013

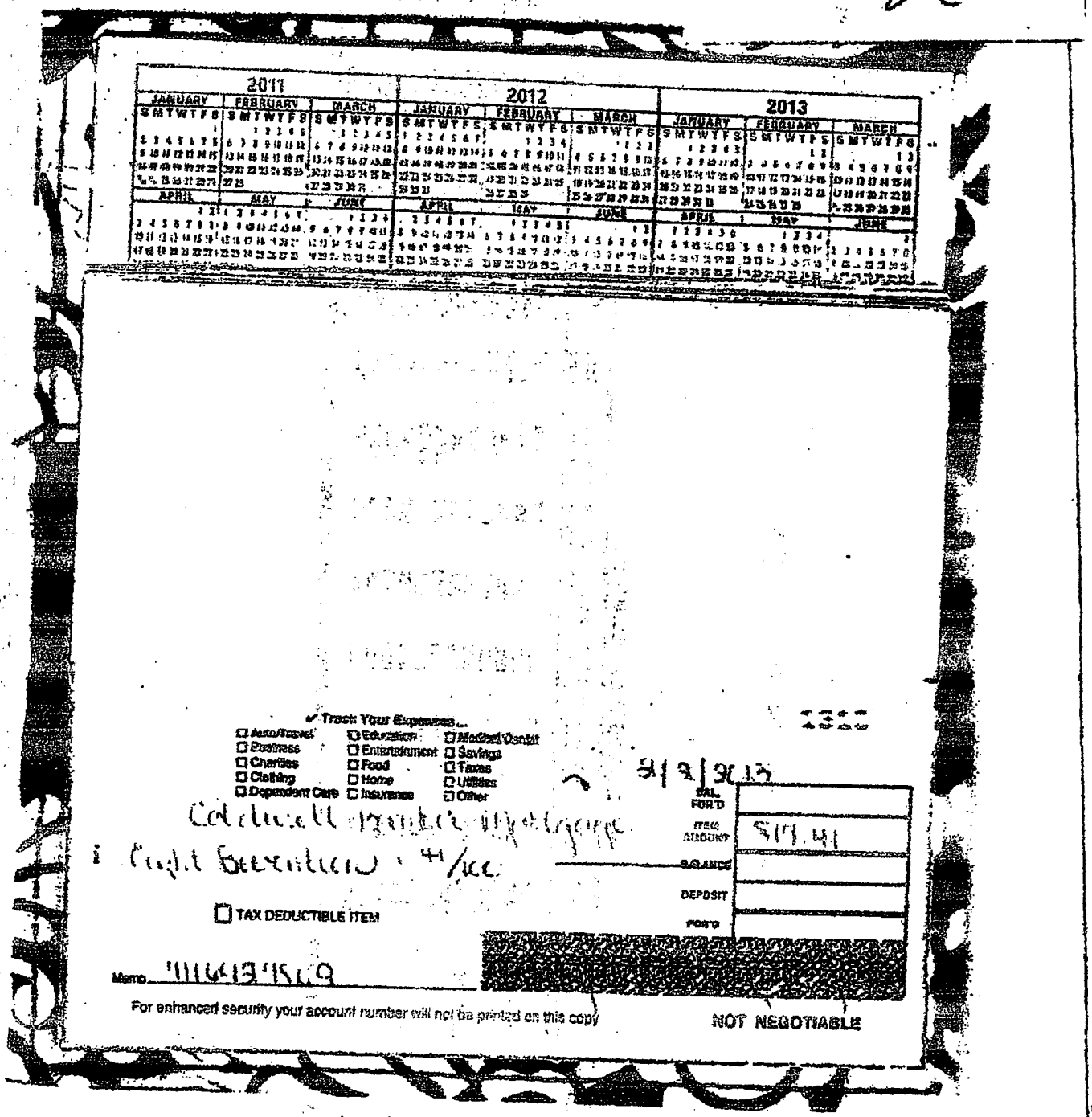
CUSTOMER ACCOUNT ACTIVITY STATEMENT

BORT NAME HORMAN LOWERY
STREET 727 SWEET MEADOW LN LN
CITY STATE ZIP CLOVER, SC, 29710

LOAN NUMBER: [redacted]

ACTIVITY FOR PERIOD 01/01/2013 - 08/14/2013

Loan Number	Transaction Date	Transaction Code	Due Date	Fees Assessed	Fees Paid	Suspense Amount	Principal Amount	Interest Amount	Escrow Amount	Advance Amount	Total Amount	Principal Balance	Escrow Balance	Advance Balance	Suspense Balance
												91831.74	318.16	0.00	0.00
7116927669	01/01/2013			21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	91831.74	318.16	0.00	0.00
7116927669	01/16/2013	152		0.00	0.00	817.41	0.00	0.00	0.00	0.00	817.41	91831.74	318.16	0.00	817.41
7116927669	02/06/2013	172	01/01/2013	11.25	0.00	0.00	0.00	0.00	0.00	0.00	11.25	91831.74	318.16	0.00	817.41
7116927669	02/27/2013	152		11.25	0.00	0.00	0.00	0.00	0.00	0.00	11.25	91831.74	318.16	0.00	0.00
7116927669	03/26/2013	152		0.00	0.00	-817.41	0.00	0.00	0.00	0.00	0.00	91831.74	318.16	0.00	0.00
7116927669	03/27/2013	147	01/01/2013	11.25	0.00	0.00	0.00	0.00	0.00	0.00	11.25	91831.74	318.16	0.00	0.00
7116927669	04/26/2013	152		0.00	0.00	0.00	0.00	0.00	0.00	595.00	0.00	91831.74	318.16	595.00	0.00
7116927669	05/29/2013	630		0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	91831.74	318.16	745.00	0.00
7116927669	05/29/2013	632		0.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	91831.74	318.16	751.00	0.00
7116927669	05/29/2013	632		0.00	0.00	0.00	0.00	0.00	0.00	26.00	0.00	91831.74	318.16	777.00	0.00
7116927669	05/29/2013	632		0.00	0.00	0.00	0.00	0.00	0.00	425.00	0.00	91831.74	318.16	1202.00	0.00
7116927669	05/29/2013	632		0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.25	91831.74	318.16	1202.00	0.00
7116927669	06/03/2013	152		11.25	0.00	0.00	0.00	0.00	0.00	0.00		91831.74	318.16	1202.00	0.00
7116927669	08/14/2013														



Nationstar v. Lowery
Appellate Case No.
2015-002253

Statement Date: 02-21-13
Page 1

NORMAN D LOWERY
NANCY SANDERS-LOWERY
727 SWEET MEADOW LN
CLOVER SC 29710-8840

SUMMARY OF ACCOUNTS

Account Type	Account Number	Beginning Balance	Debits	Credits	Ending Balance
Interest Checking	[redacted]19	[redacted]	[redacted]	[redacted]	15.67
Shares	[redacted]65	25.31	.00	.02	25.33

For your safety, no social security or other tax identification numbers are printed on this statement.

INTEREST CHECKING

Daily Rates: 08-19-10 Thru 02-21-13 0.250%, Annual Percentage Yield: 0.250%
Statement Period: 01-25-13 Thru 02-21-13

NORMAN D LOWERY
NANCY SANDERS-LOWERY
Overdraft Account Number: [redacted]5

Account Number: [redacted]019

Regular Shares

ACCOUNT ACTIVITY

Beginning Balance: 1,299.83
Interest Period: 01-25-13 Thru 02-21-13
SECU Foundation Year To Date: 1.00

Interest Earned Year To Date: .42
Number Of Days In Interest Period: 28

Posted Date	Effective Date	+/-	Amount	Transaction Description	Ending Balance
01-25-13	01-25-13	-	[redacted]75	ATM USAGE FEE	
01-25-13	01-25-13	-	[redacted]	POINT OF SALE DEBIT [redacted] TIME 05:17 AM DATE 01-25 [redacted]711 BLACKSBURG SC	
01-25-13	01-25-13	-	[redacted]	POINT OF SALE DEBIT [redacted] TIME 03.30 PM DATE 01-24 [redacted] YORK SC	
01-25-13	01-25-13	-	[redacted]	POINT OF SALE DEBIT [redacted] 05.10 AM DATE 01-25 [redacted]711 BLACKSBURG SC	
01-25-13	01-25-13	-	[redacted]	[redacted]ALE DEBIT [redacted] L340 DATE 01-24 Amazon Video On De866-216-1072	
01-25-13	01-25-13	-	[redacted]	[redacted] DEBIT [redacted] L340 DATE 01-24 OPEN DREAMERS LLC 570-856-0903	
01-25-13	01-25-13	-	[redacted]4	[redacted] TELEPH TC ACH [redacted]0489	991.26

Nationstar v. Lowery
Appellate Case No.
2015-002253

Statement is continued on next page

Exhibit 7 Pg 19 of 75 Attch 3 pg 1

Posted Date	Effective Date	+/-	Amount	Transaction Description	Ending Balance
02-08-13	02-08-13	-	[redacted]	POINT OF SALE DEBIT [redacted]2-06 SUBWAY 0029YORK	1,792.41
02-11-13	02-11-13	-	[redacted]16	[redacted] DEBIT [redacted] 08.26 AM DATE 02-09 BORDERLINE MINI CLOVER SC	
02-11-13	02-11-13	-	[redacted]27	POINT OF SALE DEBIT [redacted]1.48 AM DATE 02-08 WAL-MART SUPER YORK SC	
02-11-13	02-11-13	-	[redacted]1	POINT OF SALE DEBIT [redacted].22 AM DATE 02-08 MURPHY EXPRESS ROCK HILL SC	
02-11-13	02-11-13	-	[redacted]67	POINT OF SALE DEBIT [redacted]1.29 AM DATE 02-08 WAL-MART SUPER YORK SC	
02-11-13	02-11-13	-	[redacted]33	POINT OF SALE DEBIT L341 TIME 01.12 PM DATE 02-10 [redacted]ORK SC	
02-11-13	02-11-13	-	[redacted].01	POINT OF SALE DEBIT L340 TIME 09.12 AM DATE 02-11 [redacted] CLOVER SC	
02-11-13	02-11-13	-	[redacted].87	POINT OF SALE DEBIT L341 TIME 04.24 PM DATE 02-09 [redacted] ROCK HILL SC	
02-11-13	02-11-13	-	[redacted]4	POINT OF SALE DEBIT L340 DATE 02-08 [redacted].com AMZN.COM/BIL	
02-11-13	02-11-13	-	[redacted]5	POINT OF SALE DEBIT L340 DATE 02-08 OTL*SCORESENSE.COM800-679-6327	
02-11-13	02-11-13	-	[redacted]	STATE FARM RO 27 PYMT 013042004973388 CK#1311	
02-11-13	02-11-13	-	817.41	MORTGAGE SVC CTR CHECKPYMT 013042005006055 CK#1310	[redacted]
02-12-13	02-12-13	-	[redacted]67	POINT OF SALE DEBIT [redacted]2 Amazon Video On De866-216-1072	
02-12-13	02-12-13	-	[redacted]99	POINT OF SALE DEBIT [redacted]11 AT&T DATA 800-391-0500	
02-12-13	02-12-13	-	[redacted]5	[redacted] SALE DEBIT L340 DATE 02-11 [redacted]G CRYSTAL 401-4636400	
02-13-13	02-13-13	-	[redacted]18	POINT OF SALE DEBIT L[redacted]TIME 02.43 PM DATE 02-12 WAL-MART #1666 CHARLOTTE NC	
02-13-13	02-13-13	-	[redacted]	POINT OF SALE DEBIT [redacted]E 02-12 Amazon Video On De866-216-1072	
02-14-13	02-14-13	-	[redacted]7	POINT OF SALE DEBIT [redacted]ME 09.33 AM DATE 02-14 WAL-MART SUPER GASTONIA NC	
02-14-13	02-14-13	-	[redacted]	[redacted] SALE DEBIT [redacted]E 09.11 AM DATE 02-14 BORDERLINE MINI CLOVER SC	
02-15-13	02-15-13	-	[redacted]9	POINT OF SALE DEBIT [redacted]ME 03.31 PM DATE 02-14 DM OF YORK INC YORK SC	

(Ref by PIF (Nicole)
2013199158
817.41

STOP/CAUTION ORDER/REVOCATION OF PRE-AUTHORIZATION TRANSACTION/ACH REVOCATION/CREDIT C

Exh #4

☑ SECU ☐ LGFCU ☐ NCP

☑ SP (Stop Payment) ☐ SC (Stop Caution) Type of Stop: ☑ Che

Member Name: NORMAN D LOWERY Account Number: 31034019

Description/Payee: COLDWELL BANKER MORTGAG

Branch #: 00201 Amount: 777.15 Check # Low: 001312 Check # High: 001312

Check Initiated By Phone or Internet: ☐ Yes ☑ No

Source of Request: ☑ In Person ☐ By Phone/Fax ☐ By Mail ☐ Online ☐ Branch Use

Waive Fee: ☐ Yes ☑ No Waive Fee Reason: ☐ Lost/Stolen ☐ Other

Posting Date (ACH transactions only):

POS RETURN CODES:

R0 ☐ I, the undersigned, hereby give notice that I direct the Credit Union to decline (stop) one (1) future payment for the above referenced company. This payment will be returned "Authorization Revoked by Customer". I fully understand that any future POS transactions from this company will be processed on my account and will not be declined.

R1 ☐ I, the undersigned, hereby give notice that I have revoked in writing all authorization previously given to the above referenced company for any future payments on my accounts and direct the Credit Union to return all future transactions from this company as "Authorized Revoked by Customer."

ACH REVOCATION RETURN CODES- Written Statement of Unauthorized Debit:

R07 ☐ I, the undersigned, hereby give notice that I have revoked in writing authorization previously given to the above referenced company and direct the Credit Union to return the current and/or future transactions from this company *regardless of the dollar amount submitted*.

R08 ☐ I, the undersigned, hereby direct the Credit Union to return future transactions from the above referenced company *in the amount listed above only.*

R10 ☐ I, the undersigned, did not authorize the above referenced company to draft my account with the Credit Union. I hereby direct the Credit Union to return all current and future ACH transactions from this company as "Customer Advises Not Authorized."

DISCLOSURES

1. I understand the Stop/Caution Order/ACH/POS/Credit Card Revocation is VALID FOR ONLY TWELVE (12) MONTHS. If the above item(s) is/are presented against my checking account and/or credit card after the expiration of this Stop/Caution Order/ACH/POS Revocation and a new Stop/Caution Order/ACH/POS/Credit Card Revocation has not been completed and signed by me, the item(s) will be processed on my account and the Credit Union will not be held responsible.
2. The Credit Union can not honor this request if the item(s) described above is/are accepted on the same processing day as this request. If so, the processing fee for ACH revocation will still be applied to my account; however, if the fee is for a Stop/Caution Order the fee will be refunded.
3. I understand that except when a return code R08 is used above, all future Visa Pre-authorized Recurring Point of Sale Transactions and/or ACH debits from the originating company, regardless of amount, will be returned.
4. I understand if the name and/or company ID of the originating company changes, thus enabling a debit to post to my Credit Union will not be held responsible.
5. I understand if an authorization for a POS transaction has already been obtained by the merchant, the charge will post to my account.
6. I assert that this Written Statement of Unauthorized Debit is true and correct and that I am an authorized signer or have the authority to act on the account.

Signature of Member: Norman D Lowery Date: 5/23/13

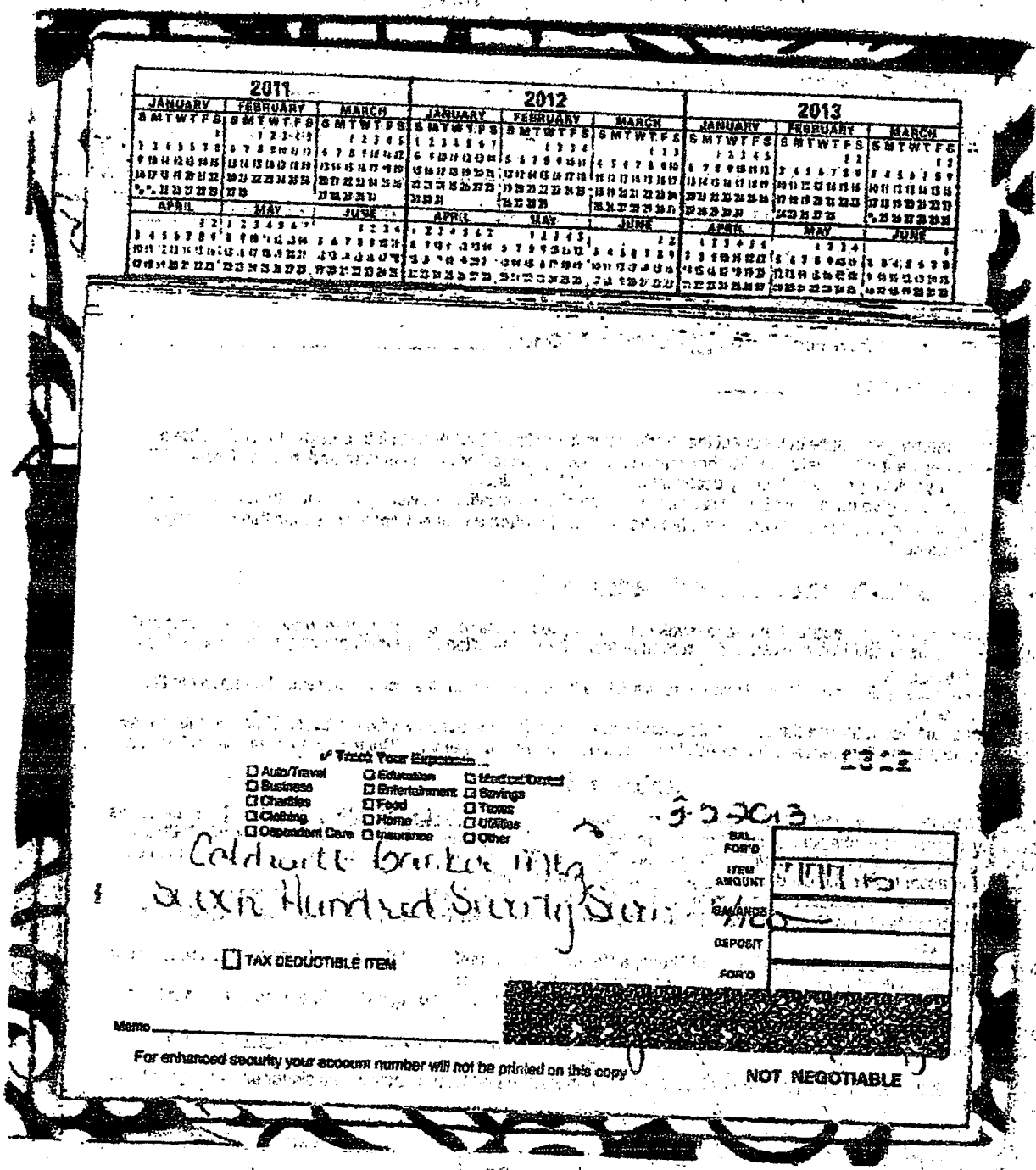
Member's Daytime Phone #: (828)782-7020 SECU ONLY: Stop Keyed By: 507011N Date: 05/23/2013 Time: 9:52

[redacted] Lowery

Appellate Case No. 2015-002253

Revised 04/13/2012

Exhibit 7 Pg 21 Of 75


2011
2012
2013
JANUARY
FEBRUARY
MARCH
APRIL
MAY
JUNE
Track Your Expenses
Auto/Travel
Business
Charities
Clothing
Dependent Care
Education
Entertainment
Food
Home
Insurance
Medical/Dental
Savings
Taxes
Utilities
Other
2312
Caldwell Banker Mtg
Seven Hundred Seventy Seven
TAX DEDUCTIBLE ITEM
Memo
For enhanced security your account number will not be printed on this copy
NOT NEGOTIABLE

STOP/CAUTION ORDER/REVOCATION OF PRE-AUTHORIZATION OF RECU TRANSACTION/ACH REVOCATION/CREDIT CARD REV

☑ SECU ☐ LGFCU ☐ NCPAFCU

☑ SP (Stop Payment) ☐ SC (Stop Caution) Type of Stop: ☑ Check ☐ ACH/Electronic ☐ Recurring POS

Member Name: NORMAN D LOWERY Account Number: 31034019

Description/Payee: COLDWELL BANKER MORTGAG

Branch #: 00201 Amount: 777.15 Check # Low: 001316 Check # High: 001316

Check Initiated By Phone or Internet: ☐ Yes ☑ No

Source of Request: ☑ In Person ☐ By Phone/Fax ☐ By Mail ☐ Online ☐ Branch Use

Waive Fee: ☐ Yes ☑ No Waive Fee Reason: ☐ Lost/Stolen ☐ Other _____

Posting Date (ACH transactions only): _____

POS RETURN CODES:

R0 ☐ I, the undersigned, hereby give notice that I direct the Credit Union to decline (stop) one (1) future payment for the above referenced company. This payment will be returned "Authorization Revoked by Customer". I fully understand that any future POS transactions from this company will be processed on my account and will not be declined.

R1 ☐ I, the undersigned, hereby give notice that I have revoked in writing all authorization previously given to the above referenced company for any future payments on my accounts and direct the Credit Union to return all future transactions from this company as "Authorized Revoked by Customer."

ACH REVOCATION RETURN CODES- Written Statement of Unauthorized Debit:

R07 ☐ I, the undersigned, hereby give notice that I have revoked in writing authorization previously given to the above referenced company and direct the Credit Union to return the current and/or future transactions from this company ***regardless of the dollar amount submitted***.

R08 ☐ I, the undersigned, hereby direct the Credit Union to return future transactions from the above referenced company *in the amount listed above only.*

R10 ☐ I, the undersigned, did not authorize the above referenced company to draft my account with the Credit Union. I hereby direct the Credit Union to return all current and future ACH transactions from this company as "Customer Advises Not Authorized."

DISCLOSURES

1. I understand the Stop/Caution Order/ACH/POS/Credit Card Revocation is **VALID FOR ONLY TWELVE (12) MONTHS**. If the above item(s) is/are presented against my checking account and/or credit card after the expiration of this Stop/Caution Order/ACH/POS Revocation and a new Stop/Caution Order/ACH/POS/Credit Card Revocation has not been completed and signed by me, the item(s) will be processed on my account and the Credit Union will not be held responsible.
2. The Credit Union can not honor this request if the item(s) described above is/are accepted on the same processing day as this request. If so, the processing fee for ACH revocation will still be applied to my account; however, if the fee is for a Stop/Caution Order the fee will be refunded.
3. I understand that except when a return code **R08** is used above, all future Visa Pre-authorized Recurring Point of Sale Transactions and/or ACH debits from the originating company, regardless of amount, will be returned.
4. I understand if the name and/or company ID of the originating company changes, thus enabling a debit to post to my account, the Credit Union will not be held responsible.
5. I understand if an authorization for a POS transaction has already been obtained by the merchant, the charge will post to my account.
6. I assert that this Written Statement of Unauthorized Debit is true and correct and that I am an authorized signer or have the authority to act on the account.

Signature of Member: (V) Norman Lowery Date: 5/23/13

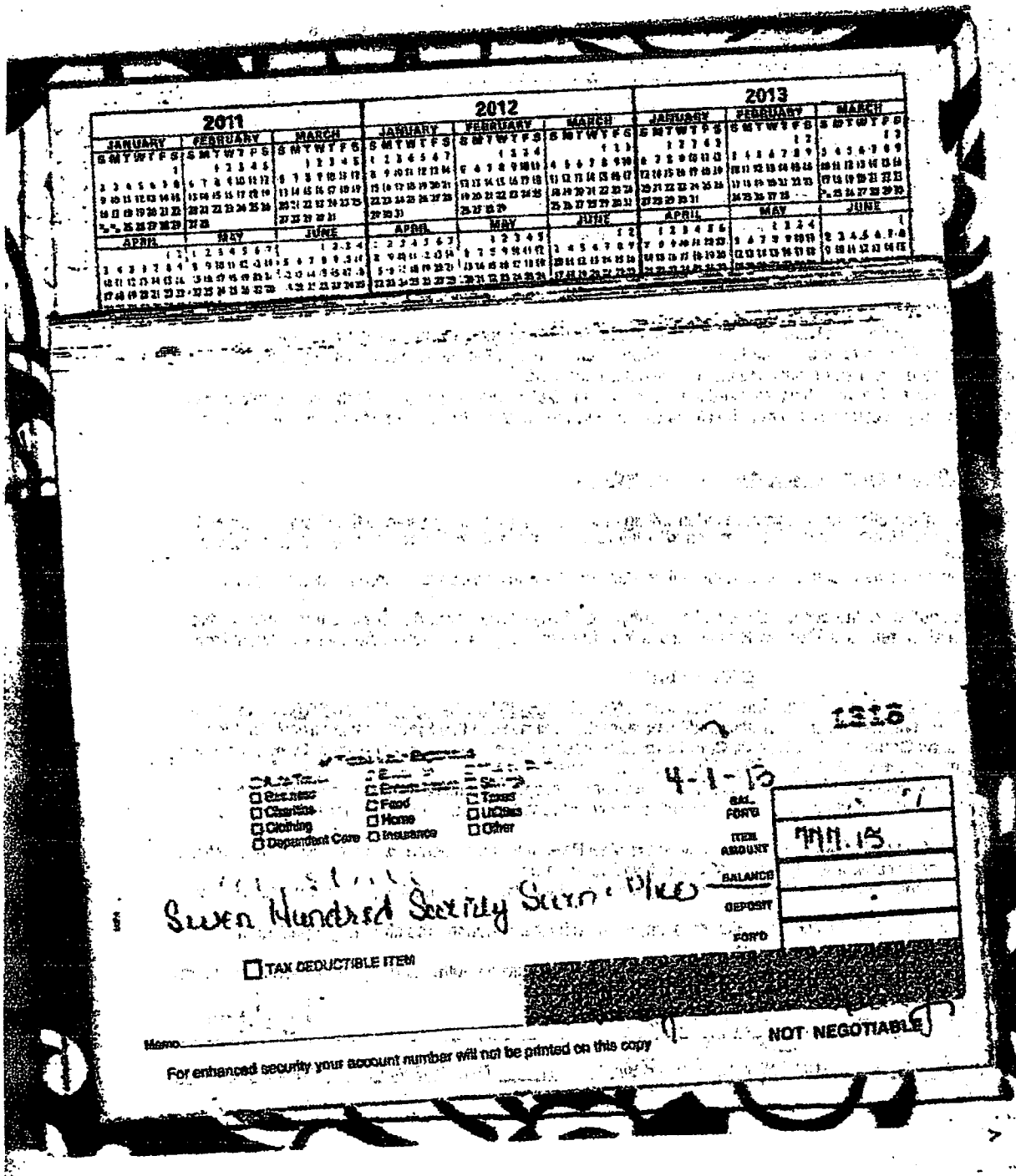
Member's Daytime Phone #: (828)782-7020 SECU ONLY: Stop Keyed By: S07011N Date: 05/23/2013 Time: 9:53

SPF02538795

Nationstar v. Lowery
Appellate Case No.
2015-002253

Revised 04/13/2012

Exhibit 7 Pg 23 of 75


2011
2012
2013
1216
4-1-13
Seven Hundred Seventy Seven Dollars
TAX DEDUCTIBLE ITEM
Memo
For enhanced security your account number will not be printed on this copy
NOT NEGOTIABLE

STOP/CAUTION ORDER/REVOCATION OF PRE-AUTHORIZA
TRANSACTION/ACH REVOCATION/CRE

☑ SECU ☐ LGFCU ☐

☑ SP (Stop Payment) ☐ SC (Stop Caution) Type of Stop: ☑ Check ☐ ACH/Electronic ☐ Recurring POS

Member Name: NORMAN D LOWERY Account Number: 31034019

Description/Payee: COLDWELL BANKER MORTGAG

Branch #: 00201 Amount: 777.15 Check # Low: 001317 Check # High: 001317

Check Initiated By Phone or Internet: ☐ Yes ☑ No

Source of Request: ☑ In Person ☐ By Phone/Fax ☐ By Mail ☐ Online ☐ Branch Use

Waive Fee: ☐ Yes ☑ No Waive Fee Reason: ☐ Lost/Stolen ☐ Other

Posting Date (ACH transactions only):

POS RETURN CODES:

R0 ☐ I, the undersigned, hereby give notice that I direct the Credit Union to decline (stop) one (1) future payment for the above referenced company. This payment will be returned "Authorization Revoked by Customer". I fully understand that any future POS transactions from this company will be processed on my account and will not be declined.

R1 ☐ I, the undersigned, hereby give notice that I have revoked in writing all authorization previously given to the above referenced company for any future payments on my accounts and direct the Credit Union to return all future transactions from this company as "Authorized Revoked by Customer."

ACH REVOCATION RETURN CODES- Written Statement of Unauthorized Debit:

R07 ☐ I, the undersigned, hereby give notice that I have revoked in writing authorization previously given to the above referenced company and direct the Credit Union to return the current and/or future transactions from this company ***regardless of the dollar amount submitted***.

R08 ☐ I, the undersigned, hereby direct the Credit Union to return future transactions from the above referenced company *in the amount listed above only.*

R10 ☐ I, the undersigned, did not authorize the above referenced company to draft my account with the Credit Union. I hereby direct the Credit Union to return all current and future ACH transactions from this company as "Customer Advises Not Authorized."

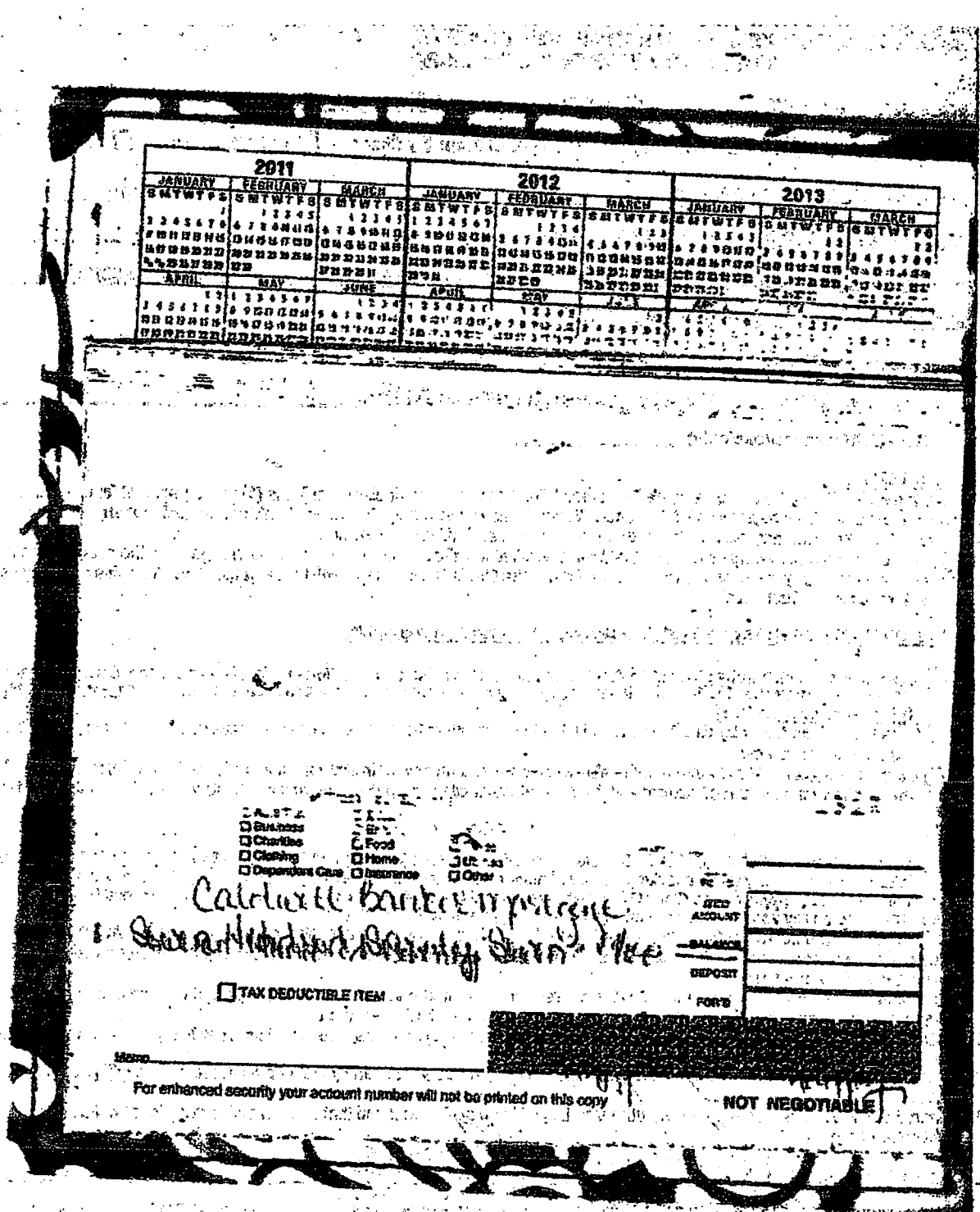
DISCLOSURES

1. I understand the Stop/Caution Order/ACH/POS/Credit Card Revocation is **VALID FOR ONLY TWELVE (12) MONTHS.** If the above item(s) is/are presented against my checking account and/or credit card after the expiration of this Stop/Caution Order/ACH/POS Revocation and a new Stop/Caution Order/ACH/POS/Credit Card Revocation has not been completed and signed by me, the item(s) will be processed on my account and the Credit Union will not be held responsible.
2. The Credit Union can not honor this request if the item(s) described above is/are accepted on the same processing day as this request. If so, the processing fee for ACH revocation will still be applied to my account; however, if the fee is for a Stop/Caution Order the fee will be refunded.
3. I understand that except when a return code R08 is used above, all future Visa Pre-authorized Recurring Point of Sale Transactions and/or ACH debits from the originating company, regardless of amount, will be returned.
4. I understand if the name and/or company ID of the originating company changes, thus enabling a debit to post to my account, the Credit Union will not be held responsible.
5. I understand if an authorization for a POS transaction has already been obtained by the merchant, the charge will post to my account.
6. I assert that this Written Statement of Unauthorized Debit is true and correct and that I am an authorized signer or have the authority to act on the account.

Signature of Member: Norman D Lowery Date: 5/23/13

Member's Daytime Phone #: (828)782-7020 SECU ONLY: Stop Keyed By: S0701AN Date: 05/23/2013 Time: 9:34

Revised 04/13/2012


2011
2012
2013
JANUARY
FEBRUARY
MARCH
APRIL
MAY
JUNE
Charities
Food
Clothing
Home
Dependent Care
Insurance
TAX DEDUCTIBLE ITEM
Memo
For enhanced security your account number will not be printed on this copy
NOT NEGOTIABLE

Subject: Ref Docket Nr. 13-1503, PHH Mortgage Corporation vs. Norman D. Lowery, filed May 14 2013

From: Norman Lowery (lowerynd@yahoo.com)

To: payoffreins@rtt-law.com;

Date: Thursday, May 23, 2013 10:48 AM

I was shocked to be served court documents in the middle of May 2013 stating I was delinquent 5 months of mortgage payments. I immediately contacted the mortgage company, according to company representatives in the legal section they indicated that check number 1310 was sent back to us along with a letter (the term "short payment letter" was verbalized) stating that it was not enough to cover the January mortgage payment. I get the mail and we received no letters/documents of any shape or form, nor did I sign receipt of any notifications of any type/shape or form of communication notifying me as being delinquent of any payment, opportunity to intervention, CURE or bring payments up to date. I request a copy of all documents, receipts of delivery, letters, notes, documents or any other shape or form of communication related to any and all information pertaining to this matter, as well as the current location and status of all un-cashed checks sent to Coldwell Banker Mgt, PO Box 371458, Pittsburg, PA 15250.

In reading Court documents delivered to me, Ref Docket Nr. 13-1503, PHH Mortgage Corporation vs. Norman D. Lowery, filed May 14 2013, Notice: para 3. States: *"The debt described in this notice will be assumed to be valid by the Creditor's law firm unless you, the Consumer, within thirty (30) days after the receipt this notice, dispute the validity of the debt or any portion thereof"*, and para 4. States: *"If you the Consumer, notify the Creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt, and a copy of the verification and a verification will be mailed to you, the Consumer, by the Creditor's law firm"*. I dispute any and all foreclosure actions for inadvertently missing one (1) mortgage payment and demand all foreclosure action cease due to either false, misreported or incorrect information follows :

Prior to January 2013 I managed all bills to include paying the Mortgage, due to suffering a heart attack and subsequently having several stent implanted, my spouse, Nancy, was forced to take over making payments. Not having done so ever since we have been married she inadvertently overlooked several bills, additionally I didn't have any system for my wife to follow. I do not work due to military service connected disability and receive military retirement from which I pay the monthly bills. Normally I don't receive the retirement check till the first of the month, January 1st being a U S Government holiday the government normally sends the payment the next business day. In December I informed the Mortgage Company, when I paid the December bill (via debit card), the January bill would be several days late due to the Government holiday and I wasn't sure what date the holiday closure time period would be (company recorded telephone line). Shortly after the 1st of January 2013I became ill and suffered a heart attack.

In January 2013 Nancy had assumed I paid the January mortgage and other payments before my heart attack. In February, she developed a binder for our monthly bills in the event I am unable to pay the monthly payments she will be able to do so. Nancy has made all payments to the Mortgage Company by check. Starting with check number 1310 for $817.41, subsequently *cashed* by the mortgage company and documented on NC State Employee Credit Union (NC SECU) monthly statement dated 02-21-13, page 5.

Nancy also sent the following checks for mortgage payments annotated by date: 03-05-13 $777.15 Check #1312, 04-01-13 $777.15 Check #1316 and 05-0313 $777.15 Check #1317. All checks were

Attach 2 pg 1

sent to Coldwell Banker Mgt, PO Box 371458, Pittsburg, PA 15250 none of which were processed by NC SECU. I have since stopped payment on those checks to Coldwell Banker due to not knowing who is possession of those outstanding checks.
Your assistance in terminating frclosure action is greatly appreciated.

Norman D. Lowery

Subject: Request for status update; Ref Docket Nr. 13-1503, PHH Mortgage Corporation vs. Norman O. Lowery, filed May 14 2013

From: Norman Lowery (lowerynd@yahoo.com)

To: payoffreins@rtt-law.com;

Date: Wednesday, June 5, 2013 8:43 AM

I request a written update as to the status of the above listed foreclosure as well as the status of requested documents. Norm Lowery

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 7 Pg 29 of 75

SC Appellate Case No. 2015-002253

Subject: PHH v. Norman Lowery; 011227-01181

From: Maryann Capoccia (Maryann.Capoccia@rtt-law.com)

To: lowerynd@yahoo.com;

Date: Wednesday, June 12, 2013 10:23 AM

Mr. Lowery,

Attached please find a letter from our attorney in response to your letter dated June 5, 2013. Thank you.

Best,

Maryann Capoccia

ROGERS TOWNSEND
ATTORNEYS AT LAW

Maryann Capoccia
Contested Foreclosure Paralegal

Direct 803.744.5229
Fax 803.343.7013

Rogers Townsend & Thomas, PC
220 Executive Center Drive
Columbia, SC 29210

Main 803.771.7900
Visit rtt-law.com

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DEBT COLLECTOR: This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only as an attempt to enforce a lien.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with certain U.S. Treasury regulations, we inform you that, unless expressly stated otherwise, any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of avoiding tax-related penalties that may be imposed by the IRS or to promote, market or recommend to any party any tax-related matter addressed herein. In addition, if any such tax advice is used or referred to by other parties in promoting, marketing or recommending any partnership or other entity, investment plan or arrangement, then (I) the advice should be construed as written in connection with the promotion or marketing by others of the transaction(s) or matter(s) addresses in this communication and (ii) the taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT
POST OFFICE BOX 100200 (29202)
200 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803.744.4444 P 803.343.7019
WWW.RTT-LAW.COM

ROGERS TOWNSEND
ATTORNEYS AT LAW

SENT VIA EMAIL: lowerynd@yahoo.com

June 12, 2013

Norman D. Lowery
727 Sweet Meadow Ln
Clover, SC 29710

Re: Norman Lowery
Loan No. 7116927869
Our File No. 011227-01181

Dear Mr. Lowery:

I received your status update request dated June 5, 2013 regarding the above referenced file. Please be aware that we are unable to offer you any legal advice.

In response to your dispute of the debt, my firm has placed its file on hold until the debt is validated by my client. Please note that this hold may not alleviate the requirements imposed upon you by the Rules of Civil Procedure or any other applicable court rules or orders, including the time specified to file and serve a responsive pleading to the allegations of the complaint.

Once we receive the validation of debt and other documents from our client, my firm will serve these upon you.

Sincerely,

Jennifer W. Rubin
Robert P. Davis
Vance L. Brabham
Attorneys for Plaintiff

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

Nationstar v. Lowery
Appellate Case No.
2015-002253

Appeal #9
Pg 4

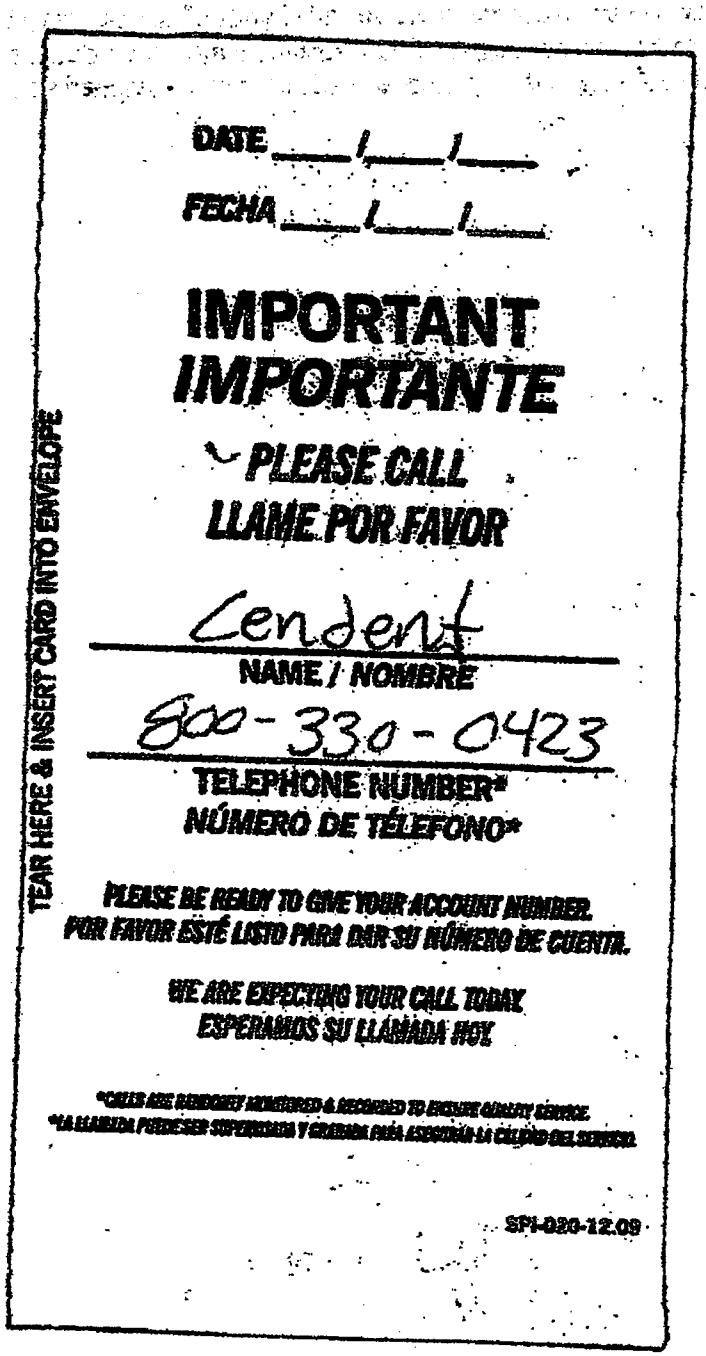
Subject: response from courrior delivered request to contact you

From: Norman Lowery (lowerynd@yahoo.com)

To: armindo.viana@mortgagefamily.com;

Date: Tuesday, July 2, 2013 4:45 PM

Mr. Viana, I'm responding to your request to contact me, I've called your office number, (800) 7502518, ext. #88364, a number of times including the date your company courier delivered form number SPI-020-12.09. Due to signal issues with my phone you'll have to correspond with me via email.



DATE ___/___/___

FECHA ___/___/___

IMPORTANT
IMPORTANTE

PLEASE CALL
LLAME POR FAVOR

Lendent

NAME / NOMBRE

800-330-0423

TELEPHONE NUMBER*
NÚMERO DE TÉLEFONO*

PLEASE BE READY TO GIVE YOUR ACCOUNT NUMBER.
POR FAVOR ESTÉ LISTO PARA DAR SU NÚMERO DE CUENTA.

WE ARE EXPECTING YOUR CALL TODAY.
ESPERAMOS SU LLAMADA HOY.

*CALLS ARE RANDOMLY MONITORED & RECORDED TO ENSURE QUALITY SERVICE.
*LA LLAMADA PUEDE SER SUPERVISADA Y GRABADA PARA ASEGURAR LA CALIDAD DEL SERVICIO.

SPI-020-12.09

TEAR HERE & INSERT CARD INTO ENVELOPE

Am

Cendant
mortgage

7/23/13

Satisfaction

TEAR HERE & INSERT CARD INTO ENVELOPE

DATE ____/____/____

FECHA ____/____/____

IMPORTANT
IMPORTANTE

PLEASE CALL
LLAME POR FAVOR

Cendant

NAME / NOMBRE

800 330 0423

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SPI-020-12.09

Nationstar v. Lowery
Appellate Case No.
2015-002253

IMPORTANT
IMPORTANTE

INFORMATION
INFORMACION

ENCLOSED
INCLUIDO

Nationstar v. Lowery
Appellate Case No.
2015-002253

IMPORTANT
IMPORTANTE

INFORMATION
INFORMACION

ENCLOSED
INCLUIDO

DATE ___/___/___

FECHA ___/___/___

IMPORTANT
IMPORTANTE

PLEASE CALL
LLAME POR FAVOR

Cendent
NAME / NOMBRE

800-330-0423
TELEPHONE NUMBER*
NÚMERO DE TÉLEFONO*

PLEASE BE READY TO GIVE YOUR ACCOUNT NUMBER.
POR FAVOR ESTÉ LISTO PARA DAR SU NÚMERO DE CUENTA.

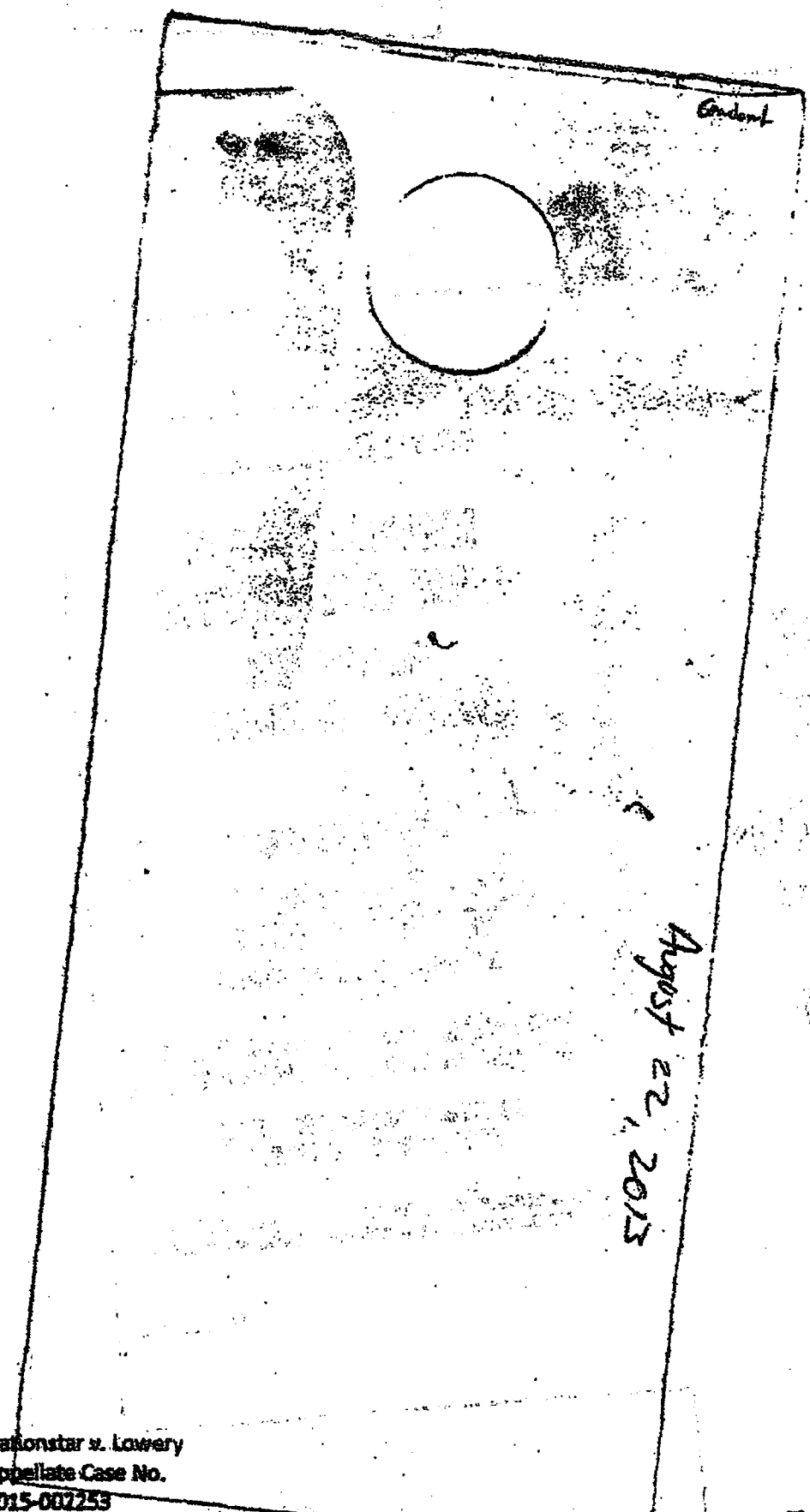
WE ARE EXPECTING YOUR CALL TODAY.
ESPERAMOS SU LLAMADA HOY.

*CALLS ARE RECORDED AND MONITORED TO ENSURE QUALITY SERVICE.
*LA LLAMADA PUEDE SER SUPERVISADA Y GRABADA PARA ASEGURAR LA CALIDAD DEL SERVICIO.

SPI-020-12.09

TEAR HERE & INSERT CARD INTO ENVELOPE

Nationstar v. Lowery
Appellate Case No.
2015-002253


August 22, 2013

Subject: [No Subject]

From: Joseph, Nadera (MBS) (Nadera.Joseph@mortgagefamily.com)

To: lowerymd@yahoo.com;

Date: Wednesday, August 28, 2013 1:25 PM

Please consider the environment before printing this email

NOTICE: This communication and any attachments may contain non-public, confidential and/or proprietary information for disclosure to and use by the intended recipient only. If you have received this communication in error, please delete or destroy it and all copies and attachments immediately, and notify the sender. If you are not the intended recipient, be advised that any review, distribution or printing of this communication is prohibited. An error in transmission is not intended to waive confidentiality or privilege. We reserve the right, to the extent permitted under applicable law, to monitor electronic communications.

Dear Customer,

In order to review your request for assistance, please print and complete the following financial worksheets. Mail, fax, or email your completed worksheet along with the supporting documents listed below to:

Mortgage Service Center
Attn: Loss Mitigation
PO Box 1645
Bowie, MD 20717

or

(Overnight address only)
Mortgage Service Center
300 Prince Georges Boulevard
Upper Marlboro, MD 20774

Fax #: (888) 917 2848
Email:HomeownerAssistanceTeam@mortgagefamily.com

- Completed financial disclosure statement with monthly expenditures form for all mortgagors of record that reside in property.(Signed and dated)
- Completed Uniform Borrower's Assistance Form (Signed and dated).
- Hardship affidavit certifying your hardship is true and accurate, outlining your situation in detail. (Signed and dated)
- Complete income tax return for most recent 2 years for all mortgagors listed on loan.
- The last 2 months bank statement (all pages), including all checking, savings, money market, etc.
- Copies of the most recent pay stubs (2 months) for all mortgagors on the loan.
- If applicable - Proof of rental income - Signed lease agreement(s), bank statement(s) showing rental income deposit(s) and/or copies of rental receipts.
- If applicable - We will order a recent appraisal or independent broker price opinion on the subject property.
- Payoff Quote for 1st mortgage (Applicable to HELOC/2nd Mortgage only)

If the requested documentation is not provided, or is incomplete, the review of your package will be delayed and/or the processing of your request for relief may be suspended. Our offer to review any information that you submit **DOES NOT REPRESENT A GUARANTEE** that relief will be granted by the Mortgage Service Center, the mortgage Loan Investor, the Insurer or the Guarantor of your loan.

IF YOU HAVE BEEN NOTIFIED THAT FORECLOSURE ACTIVITY HAS BEGUN, SUCH ACTIVITY WILL CONTINUE UNTIL YOUR LOAN IS CURRENT OR UNTIL YOU RECEIVE WRITTEN NOTIFICATION THAT RELIEF HAS BEEN GRANTED

Please be advised that some mortgage relief programs may have Federal tax implications. Please consult your tax preparer or contact the IRS for additional information.

If you have any questions regarding the completion of the forms or obtaining information, please contact the Loss Mitigation department at 1-800-750-2518 or via email to HomeownerAssistanceTeam@mortgagefamily.com

Thank you.

Mortgage Service Center
Loss Mitigation Department

UNIFORM BORROWER ASSISTANCE FORM

If you are experiencing a temporary or long-term hardship and need help, you must complete and submit this form along with other required documentation to be considered for available solutions. On this page, you must disclose information about (1) you and your intentions to either keep or transition out of your home; (2) the property's status; (3) bankruptcy; and (4) your credit counseling agency.

On Page 2, you must disclose information about all of your income, expenses and assets. Page 2 also lists the required income documentation that you must submit in support of your request for assistance. Then on Page 3, you must complete the Hardship Affidavit in which you disclose the nature of your hardship. The Hardship Affidavit informs you of the required documentation that you must submit in support of your hardship claim.

NOTICE: In addition, when you sign and date this form, you will make important certifications, representations and agreements, including certifying that all of the information in this Borrower Assistance Form is accurate and truthful and any identified hardship has contributed to your submission of this request for mortgage relief.

REMINDER: The Borrower Response Package you need to return consists of: (1) this completed, signed and dated Borrower Assistance Form; (2) completed and signed IRS Form 4506T-EZ (4506T for self-employed borrowers or borrowers with rental income); (3) required income documentation; and (4) required hardship documentation.

Loan Number _____

Servicer's Name _____ (usually found on your monthly mortgage statement)

I want to: ☐ Keep the Property ☐ Vacate the Property ☐ Sell the Property ☐ Undecided

The property is currently: ☐ My Primary Residence ☐ Second Home ☐ An Investment Property

The property is currently: ☐ Owner Occupied ☐ Renter Occupied ☐ Vacant

BORROWER		CO-BORROWER	
BORROWER'S NAME		CO-BORROWER'S NAME	
SOCIAL SECURITY NUMBER	DATE OF BIRTH	SOCIAL SECURITY NUMBER	DATE OF BIRTH
HOME PHONE NUMBER WITH AREA CODE		HOME PHONE NUMBER WITH AREA CODE	
CELL OR WORK NUMBER WITH AREA CODE		CELL OR WORK NUMBER WITH AREA CODE	
MAILING ADDRESS			
PROPERTY ADDRESS (IF SAME AS MAILING ADDRESS, JUST WRITE SAME)		EMAIL ADDRESS	

Is the property listed for sale? ☐ Yes ☐ No

If yes, what was the listing date? _____

If property has been listed for sale, have you received an offer on the property? ☐ Yes ☐ No

Date of offer: _____ Amount of Offer: _____

Agent's Name: _____

Agent's Phone Number _____

For Sale by Owner? ☐ Yes ☐ No

Have you contacted a credit counseling agency for help? ☐ Yes ☐ No

If yes, complete the counselor contact information below:

Counselor's Name: _____

Agency's Name: _____

Counselor's Phone Number: _____

Counselor's Email Address: _____

Do you have condominium or homeowner association (HOA) fees? ☐ Yes ☐ No

Total Monthly payment amount: _____ Name and Address fees are paid to? _____

Have you filed for bankruptcy? ☐ Yes ☐ No If yes? ☐ Chapter 7 ☐ Chapter 11 ☐ Chapter 12 ☐ Chapter 13

If yes, what is the filing date? _____ Has your bankruptcy been discharged? ☐ Yes ☐ No Bankruptcy case Number: _____

Is any borrower an active duty service member? ☐ Yes ☐ No

Has any borrower been deployed away from his/her primary residence or received a Permanent Change of Station order? ☐ Yes ☐ No

Is any borrower the surviving spouse of a deceased service member who was on active duty at the time of death? ☐ Yes ☐ No

UNIFORM BORROWER ASSISTANCE FORM

Monthly Household Income		Monthly Household Expenses and Debt Payments		Household Assets (associated with the property and/or borrower(s) excluding retirement funds)	
Gross wages		First Mortgage Payment		Checking Account(s)	
Overtime		Second Mortgage Payment		Checking Account(s)	
Child Support / Alimony*		Homeowner's Insurance		Savings / Money Market	
Non-taxable social security/SSDI		Property Taxes		CDs	
Taxable SS benefits or other monthly income from annuities or retirement plans		Credit Cards/ installment loan(s) (total minimum payment per month)		Stock / Bonds	
Tips, commission, bonus and self-employed income		Alimony , child support payments*		Other Cash on Hand	
Rents Received ±		Car Lease Payments		Other Real Estate (estimated value)	
Unemployment Income		HOA/Condo Fees/Property Maintenance		Other	
Food Stamps/ Welfare		Mortgage Payments on other properties			
Other		Other			
Total (Gross Income)		Total Household Expenses and Debt Payments		Total Assets	

Any other liens (mortgage liens, mechanics liens, tax liens, etc.)

LienHolder's Name	Balance and Interest Rate	Loan Number	LienHolder's Phone Number

☐ **Do you earn a salary or hourly wage?**

For each borrower who is a salaried employee or paid by the hour, include paystub(s) reflecting the most recent 30 days' earnings and documentation reflecting year-to-date earnings, if not reported on the paystubs (e.g. signed letter or printout from employer).

☐ **Are you self-employed?**

For each borrower who receives self-employed income, include a complete, signed individual federal income tax return and, as applicable, the business tax returns AND either the most recent signed and dated quarterly or year-to-date profit/loss statement that reflects activity for the most recent three months; OR copies of bank statements for the business account for the last two months evidencing continuation of business activity.

☐ **Do you have any additional sources of income? Provide for each borrower; as applicable:**

"Other Earned Income" such as bonuses, commissions, housing allowance, tips, or overtime:

☐ Reliable third-party documentation describing the amount and nature of the income (e.g., paystub, employment contract or printouts documenting tip income).

Social Security, disability or death benefits, pension, public assistance, or adoption assistance:

☐ Documentation showing the amount and frequency of the benefits, such as letters, exhibits, disability policy or benefits statement from the provider, and

☐ Documentation showing the receipt of payment, such as copies of the two most recent bank statements showing deposit amounts.

Rental Income:

☐ Copy of the most recent filed federal tax return with all schedules, including Schedule E –Supplement Income and Loss. Rental income for qualifying purposes will be 75% of the gross rent you reported, reduced by the monthly debt service on the property, if applicable; or

☐ If rental income is not reported on Schedule E – Supplemental Income and Loss, provide a copy of the current lease agreement with either bank statements or cancelled rent checks demonstrating receipt of rent.

Investment Income:

☐ Copies of the two most recent investment statements or bank statements supporting receipt of this income.

Alimony, child support, or separation maintenance payments as qualifying income?*

☐ Copy of divorce decree, separation agreement, or other written legal agreement filed with a court, or court decree that states the amount of the alimony, child support, or separation maintenance payments and the period of time over which the payments will be received, and

☐ Copies of your two most recent bank statements or other third-party documents showing receipt of payment.

*Notice: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered for repaying this loan.

Nationstar v. Lowery

Borrower/Co-Borrower Acknowledgement and Agreement

I certify, acknowledge, and agree to the following:

1. All of the information in this Borrower Assistance Form is truthful and the hardship that I have identified contributed to my need for mortgage relief.
2. The accuracy of my statements may be reviewed by the servicer, owner or guarantor of my mortgage, their agent(s), or an authorized third party*, and I may be required to provide additional supporting documentation. I will provide all requested documents and will respond timely to all servicer, or authorized third party*, communications.
3. Knowingly submitting false information may violate Federal and other applicable law.
4. If I have intentionally defaulted on my existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this request for mortgage relief or if I do not provide all required documentation, the servicer may cancel any mortgage relief granted and may pursue foreclosure on my home and/or pursue any available legal remedies.
5. The servicer is not obligated to offer me assistance based solely on the representations in this document or other documentation submitted in connection with my request.
6. I may be eligible for a trial period plan, repayment plan, or forbearance plan. If I am eligible for one of these plans, I agree that:
   a. All the terms of this Acknowledgment and Agreement are incorporated into such plan by reference as if set forth in such plan in full.
   b. My first timely payment under the plan will serve as acceptance of the terms set forth in the notice of the plan sent by the servicer.
   c. The servicer's acceptance of any payments under the plan will not be a waiver of any acceleration of my loan or foreclosure action that has occurred and will not cure my default unless such payments are sufficient to completely cure my entire default under my loan.
   d. Payments due under a trial period plan for a modification will contain escrow amounts. If I was not previously required to pay escrow amounts, and my trial period plan contains escrow amounts, I agree to the establishment of an escrow account and agree that any prior waiver is revoked. Payments due under a repayment plan or forbearance plan may or may not contain escrow amounts. If I was not previously required to pay escrow amounts and my repayment plan or forbearance plan contains escrow amounts, I agree to the establishment of an escrow account and agree that any prior escrow waiver is revoked.
7. A condemnation notice has not been issued for the property.
8. The servicer or authorized third party* will obtain a current credit report on all borrowers obligated on the Note.
9. The servicer or authorized third party* will collect and record personal information that I submit in this Borrower Response Package and during the evaluation process. This personal information may include, but is not limited to: (a) my name, address, telephone number, (b) my Social Security number, (c) my credit score, (d) my income, and (e) my payment history and information about my account balances and activity. I understand and consent to the servicer or authorized third party*, as well as any investor or guarantor (such as Fannie Mae or Freddie Mac), disclosing my personal information and the terms of any relief or foreclosure alternative that I receive to the following:
   a. Any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s) or any companies that perform support services to them; and
   b. The U.S. Department of Treasury, Fannie Mae and Freddie Mac, in conjunction with their responsibilities under the Making Home Affordable program, or any companies that perform support services to them.
10. I consent to being contacted concerning this request for mortgage assistance at any telephone number, including mobile telephone number, or email address I have provided to the lender/servicer/ or authorized third party*. By checking this box, I also consent to being contacted by ☐ text messaging.

Borrower Signature	Date	Co-Borrower Signature	Date

*An authorized third party may include, but is not limited to, a counseling agency, Housing Finance Agency (HFA) or other similar entity that is assisting me in obtaining a foreclosure prevention alternative.

Borrower's Financial Statement

Loan #:	
Borrower Name:	Social Security #:
Mailing Address:	
Employer:	Position:
Employer Address:	Employer Phone:
Daytime Phone:	Evening Phone:
E-mail Address:	
Number of dependents at this address:	
Co-borrower Name:	Social Security #:
Mailing Address:	
Employer:	Position:
Employer Address:	Employer Phone:
Daytime Phone:	Evening Phone:
E-mail Address:	

ASSETS/LIABILITIES

DESCRIPTION:	ESTIMATED VALUE	AMOUNT OWED	NET VALUE
Primary Residence:			
Other Real Estate:			
Automobile:			
Automobile:			
Checking Account:			
Savings Account:			
IRA/Keough Accts:			
401 (K) Acct:			
Stocks/Bonds/CDs:			
Boats:			
Collections/Art/Etc:			
Personal Items:			

MONTHLY INCOME DATA

DESCRIPTION:	BORROWER	CO-BORROWER	TOTAL
Gross Pay:			
Overtime:			
Commissions:			
Bonus:			
Child Support:			
Rental Income:			
Other (Specify):			
		NET INCOME TOTAL:	

ACKNOWLEDGEMENT and AUTHORIZATION

ACKNOWLEDGEMENT: I obtained a mortgage loan secured by the above referenced mortgaged property. I have described my current financial condition in this Financial Statement form and I certify that all information presented herein, as well as all attachments is true, accurate, and correct to the best of my knowledge. I understand that submission of this information in no way obligates my Lender, Mortgage Servicer, Investor or Insuror to provide assistance to me.

AUTHORIZATION: By signing this Financial Statement, I hereby authorize my Lender, Mortgage Servicer, Insurer and their respective agents to order a credit report and verify any and all employment and account information.

PLEASE SIGN HERE

Borrower's Signature _____ Date _____ Co-borrower's Signature _____ Date _____

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 7 Pg 44 of 75

MONTHLY EXPENDITURES

DESCRIPTION	MONTHLY DUE	BALANCE DUE	PAY-IN-FULL	Notes
Household Expenses:				
Mortgage Payment	$ -			
Other Mortgages	$ -			
Non-Escrow Taxes/Insurance	$ -			
Alimony / Child Support	$ -			
Child Care	$ -			
Electric/ Gas / Heat	$ -			
Water / Sewage	$ -			
Telephone / Internet	$ -			
Food for Household	$ -			
School / Work Lunches	$ -			
Clothing / Dry Cleaning	$ -			
Cable TV / Satellite	$ -			
Total Household Expenses	$			
Credit Card Expenses:				
VISA	$ -			
MASTER CARD	$ -			
DEPT STORE CREDIT	$ -			
Other Credit Cards	$ -			
Total Credit Card Expenses	$			
Auto Expenses:				
Auto Loan #1	$ -			
Auto Loan #2	$ -			
Auto Insurance	$ -			
Gasoline	$ -			
Auto Repairs	$ -			
Parking	$ -			
Total Auto Expenses	$			
Personal Loans:				
Personal Loan #1	$ -			
Personal Loan #2	$ -			
Total Personal Loans				
Ins./Medical Expenses:				
Health Insurance	$ -			
Life Insurance	$ -			
Doctors / Dentists	$ -			
Prescriptions	$ -			
Medical bills	$ -			
Total Ins./Medical Expenses	$			
Miscellaneous Expenses:				
Charity / Donations	$ -			
Union Dues / Club Dues	$ -			
Entertainment	$ -			
Sports / Hobbies	$ -			
Vacations	$ -			
MISC. Expense #1	$ -			
MISC. Expense #2	$ -			
MISC. Expense #3	$ -			
Total Misc Expenses	$			
TOTAL EXPENSES	$			

Please note: DO NOT list bills in the MONTHLY DUE column if they are a "one-time" debt.
Please NOTATE if any of the above bills are deducted from your paycheck.
Please NOTATE any loans which will be paid in full within the next 6 months.

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 7 Pg 45 of 75

Attch 12 Pg 8

Request for Workout Option



Mortgage Loan #: _____ Property Address: _____

I, _____ (name) am requesting that the Mortgage Service Center review my financial situation to see if I qualify for a Workout Option to avoid foreclosure.

I am having difficulty making my monthly mortgage payment due to financial hardship. The primary reason for this financial hardship is:

(Please check the entry that best describes your situation. Check only one entry.)

- ☐ Unemployment
- ☐ Separation or divorce
- ☐ Death of spouse
- ☐ Job relocation
- ☐ Military service
- ☐ Reduced income
- ☐ Excessive debts
- ☐ Mortgage payment increase
- ☐ Business failure
- ☐ Damage to property
- ☐ Medical bills
- ☐ Illness
- ☐ Incarceration
- ☐ Other (please specify) _____

Please use the following space to briefly explain your financial hardship.

_____

_____

_____

_____

_____

I believe that my financial hardship is: ☐ temporary ☐ permanent

I would like to participate in a Workout Option: ☐ yes ☐ no

I would like to keep my property: ☐ yes ☐ no

If there are additional liens on this property, please fill out the name or company/firm that is holding the second lien.

Lien Holder's Name _____ Amount of Lien _____

PLEASE SIGN HERE

Borrower's Signature _____ Date _____ Co-borrower's Signature _____ Date _____

Attch 12 Pg 9

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Appellate Case No.
2015-002253

Form **4506-T**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Transcript of Tax Return

▶ Request may be rejected if the form is incomplete or illegible.

OMB No. 1545-1872

Tip. Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946. If you need a copy of your return, use Form 4506, Request for Copy of Tax Return. There is a fee to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number or individual taxpayer identification number if joint tax return

3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (See instructions)

4 Previous address shown on the last return filed if different from line 3 (See instructions)

5 If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.

Caution. *If the transcript is being mailed to a third party, ensure that you have filled in lines 6 and line 5 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy.*

6 **Transcript requested.** Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶

a **Return Transcript,** which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days . . . . . ☐

b **Account Transcript,** which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days. . . ☐

c **Record of Account,** which is a combination of line item information and later adjustments to the account. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days . . . . . ☐

7 **Verification of Nonfiling,** which is proof from the IRS that you did not file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days . . ☐

8 **Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript.** The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2007, filed in 2008, will not be available from the IRS until 2009. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days . . . ☐

Caution. *If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.*

9 **Year or period requested.** Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, either husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note.** *For transcripts being sent to a third party, this form must be received within 120 days of signature date.*

Sign Here	▶ Signature (see instructions)	Date / Telephone number of taxpayer on line 1a or 2a
	▶ Title (if line 1a above is a corporation, partnership, estate, or trust)	
	▶ Spouse's signature	Date

For Privacy Act and Paperwork Reduction Act Notice, see page 2. Cat. No. 37667N Form **4506-T** (Rev. 1-2011)

Nationstar v. Lowery
Appellate Case No.
2015-002253

Pltf's Ex P pg 10

General Instructions

Purpose of form. Use Form 4506-T to request tax return information. You can also designate a third party to receive the information. See line 5.

Tip. Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

Where to file. Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different RAIVS teams, send your request to the team based on the address of your most recent return.

Automated transcript request. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946.

Chart for individual transcripts (Form 1040 series and Form W-2)

If you filed an individual return and lived in:	Mail or fax to the "Internal Revenue Service" at:
Florida, Georgia (After June 30, 2011, send your transcript requests to Kansas City, MO)	RAIVS Team P.O. Box 47-421 Stop 91 Doraville, GA 30362 770-455-2335
Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	RAIVS Team Stop 6716 AUSC Austin, TX 73301 512-460-2272
Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	RAIVS Team Stop 37106 Fresno, CA 93888 559-456-5876
Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia	RAIVS Team Stop 6705 P-6 Kansas City, MO 64999 816-292-6102

Chart for all other transcripts

If you filed in or your business was in:	Mail or fax to the "Internal Revenue Service" at:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, a foreign country, or A.P.O. or F.P.O. address	RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409 801-620-6922
Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin	RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250 859-669-3592

Line 1b. Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

Line 3. Enter your current address. If you use a P. O. box, include it on this line.

Line 4. Enter the address shown on the last return filed if different from the address entered on line 3.

Note. If the address on Lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address.

Line 6. Enter only one tax form number per request.

Signature and date. Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 6 requesting the information be sent to a third party, the IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected.

Individuals. Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Corporations. Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

Partnerships. Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

All others. See Internal Revenue Code section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Documentation. For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the Letters Testamentary authorizing an individual to act for an estate.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: Learning about the law or the form, 10 min.; Preparing the form, 12 min.; and Copying, assembling, and sending the form to the IRS, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where to file* on this page.

Nationstar v. Lowery
Appellate Case No.
2015-002253

Atch. 12
19 M

Mortgage Service Center Fax Cover Sheet

Fax this form to: (856) 917-2848
Request for Homeowner Assistance

Loan Number: _____

Borrower Name: _____

Borrower Phone Number: _____

Number of Pages Attached: _____

Attch 12
Pg 12

Nationstar v. Lowery
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2015-002253

COLDWELL BANKER MORTGAGE
2001 Bishops Gate Boulevard
Mt. Laurel NJ 08054

Tel 888-418-0364
Fax 856-917-8300

February 11, 2013

Loan Number: 7116927869
Property Address:
727 Sweet Meadow Ln
Clover SC 29710

Norman D Lowery
727 Sweet Meadow Ln Ln
Clover SC 29710

Dear Customer(s):

We have recently received your payment of $ 817.41. The total amount due is $ 909.13, therefore an additional $ 91.72 is required to complete your payment.

To complete your payment, please contact us at the above referenced number. We can accept your payment over the phone which will be credited to your account the same day or you can mail it to:

Mortgage Service Center
Mail Stop SV-19
PO Box 5457
Mt. Laurel, NJ 08054

Please ensure the additional payment of $ 91.72 is received on or before the last business day of the month to avoid this situation being reported to the credit bureaus.

If you have any additional questions please contact us at the phone number referenced above.

Sincerely,

Cash Management Department
Mortgage Service Center

CS702 2I4

Log in to MortgageQuestions.com — your servicing website connection.

Mortgage Services
2001 Bishops Gate Blvd.
Mt. Laurel, NJ 08054

FORWARDING SERVICE REQUESTED

US 45 MAILED AT 08

PRESORTED FIRST CLASS

UNITED STATES POSTAGE

02 1R $ 00.40[5]
0002008163 AUG17 2013
MAILED FROM ZIPCODE 08109

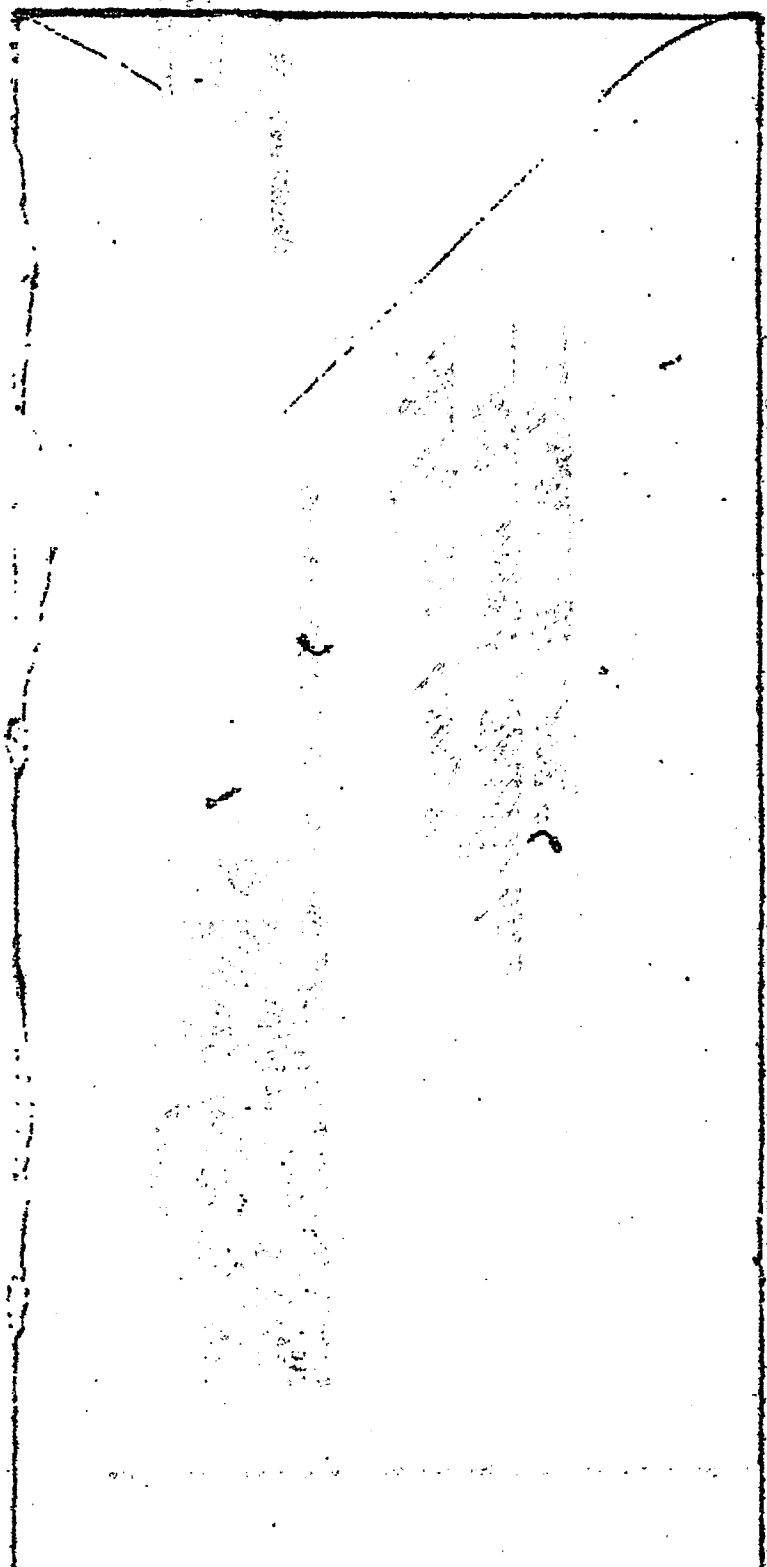
Mr. Norman Lowery
727 Sweet Meadow Lane
Clover, SC 29710

08108PM 29710

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Appellate Case No.
2015-002253

SC Appellate Case No. 2015-002253 203

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E8080

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Exhibit 7 Pg 54 of 73

Mortgage Services
2001 Bishops Gate Blvd.
Mt. Laurel, NJ 08054

FORWARDING SERVICE REQUESTED

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1R $ 00.40⁵
0002008183 AUG 22 2013
MAILED FROM ZIP CODE 08109

MR. Norman D. Lowery
727 Sweet Meadow Lane
Clover, SC 29710

29710$3640

RTGAGE SERVICE CENTER
Box 5452 • Mt. Laurel, NJ 08054-5452

2013911073 • 08/20/2013

AMOUNT
$817.41

VOID IF NOT CASHED WITHIN 180 DAYS

Hundred Seventeen and 41/100 Dollars

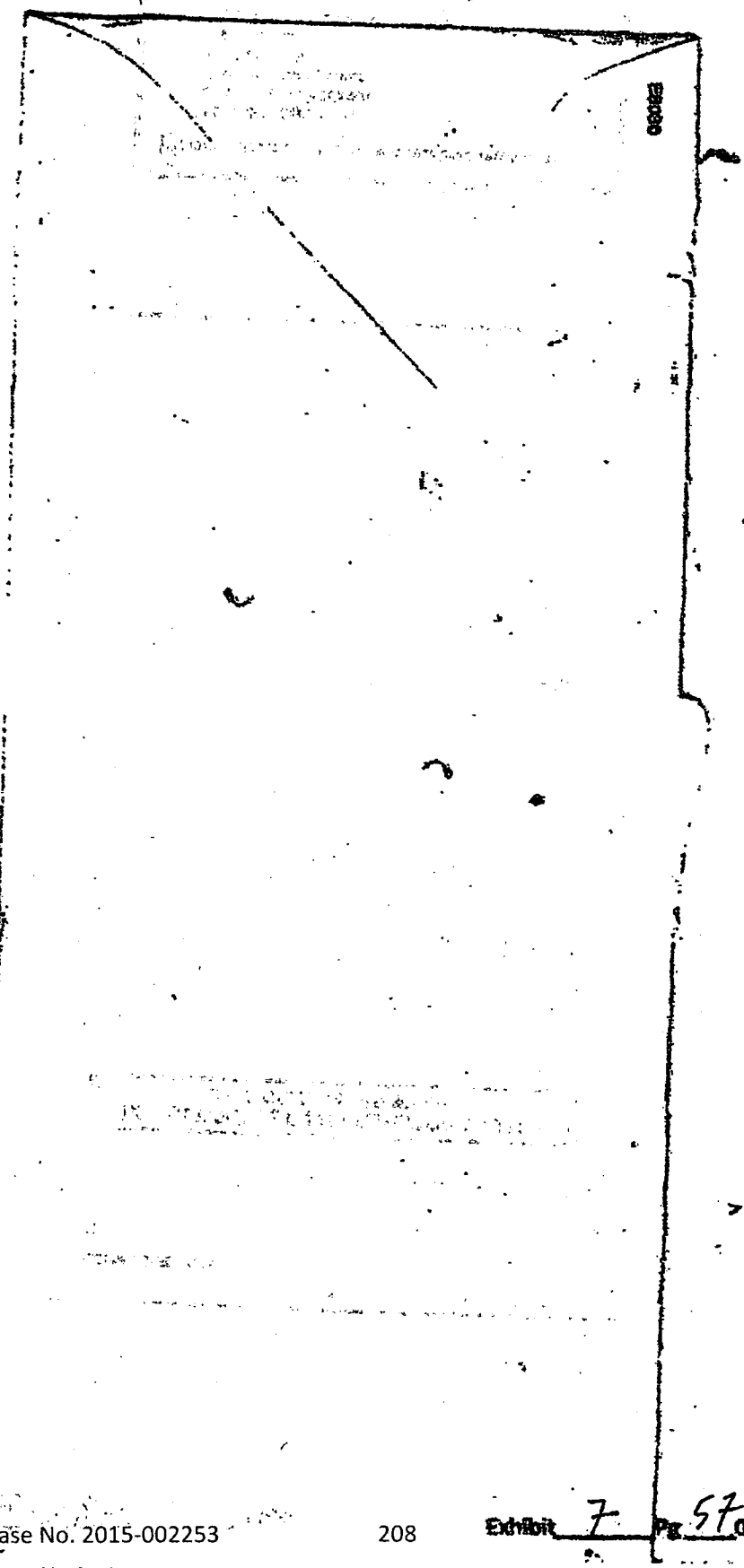
TO NORMAN LOWERY
ORDER 727 SWEET MEADOW LANE
CLOVER SC 29710

AUTHORIZED SIGNATURE

⑈2013911073⑈ ⑆121000248⑆ 4124902951⑈

Nationstar v. Lowery
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ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT
POST OFFICE BOX 100200 (29202)
220 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803.744.4444 F 803.343.7913
WWW.RTT-LAW.COM

ROGERS TOWNSEND
ATTORNEYS AT LAW

SENT VIA EMAIL: lowervnd@yahoo.com

August 15, 2013

Norman D. Lowery
727 Sweet Meadows Ln
Clover, SC 29710

Re: Norman Lowery
Loan No. 7116927869
Our File No. 011227-01181

Dear Mr./Mrs Lowery:

Enclosed you will find a copy of our client's Validation of Debt as well as a current reinstatement letter, payment history and demand letter.

Rogers Townsend & Thomas

Default Services Department
Enclosures

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

Pg 15 of 15

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF YORK	DOCKET NO. 13-CP-46-1503
PHH Mortgage Corporation, Plaintiff, v. Norman D. Lowery; Defendant(s).	VALIDATION OF DEBT

(011227-01181)

PERSONALLY APPEARED, who being duly sworn, deposes and says:

1. My name is Felicia D Bell and I am authorized to execute this affidavit on behalf of Plaintiff as an employee of PHH Mortgage Corporation. PHH Mortgage Corporation is the Plaintiff's servicing agent for the subject mortgage loan ("Loan").

2. PHH Mortgage Corporation maintains records for the Loan in its capacity as plaintiff's servicer in the ordinary course of its business. As part of my job responsibilities for PHH Mortgage Corporation, I am familiar with the records maintained by my company in connection with this Loan. I have personal knowledge of the facts set forth in this affidavit, based on my review of such records.

3. In addition to being Plaintiff's servicing agent and the Loan's records custodian, it is also PHH Mortgage Corporation's regular practice to maintain the electronic payment history for the Loan. As such, PHH Mortgage Corporation is able to generate payment histories from the electronic data compilation it stores of the credits posted on or debits charged to a customer's account. I have personal knowledge of PHH Mortgage Corporation's procedures for creating and maintaining these records. They include: (a) being posted at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record or from information transmitted by persons with personal knowledge; (b) being maintained in the course of PHH Mortgage Corporation's regularly conducted business activities; and (c) being records created and maintained on each customer as the regular practice of PHH Mortgage Corporation in its servicing operations.

4. The following principal, interest, late charges (if applicable) and escrow/advances which I have confirmed following my review of PHH Mortgage Corporation's business records, are a true and accurate record of the Loan's currently owed balance (excepting any unpaid attorney's fees and attorney's costs that will be addressed by our attorneys through their own affidavit) to the date herein.

Nationstar v. Lowery
Appellate Case No.
2015-002253

Attch 15 Pg 8

5. The total amount due the Plaintiff on said Note through June 17, 2013 is $95,784.36 which breaks down as follows:

A. Principal	$91,831.74
B. Interest from December 1, 2012 to June 17, 2013 @ 5.375%	$2,684.35
C. Lien Release Fee	$0.00
D. Recording Fee	$6.00
E. Property Inspection	$45.00
F. Pre-acceleration Late Charges	$21.27
G. Title Fee	$425.00
H. Service Fee	$26.00
I. Filing Fee	$150.00
J. Attorney Fee	$595.00
TOTAL PRINCIPAL INTEREST AND EXPENSES	$95,784.36

6. It is the regular practice of PHH Mortgage Corporation, on behalf of the Plaintiff, to generate such account summary information from the electronic payment history it maintains for the Plaintiff. This payment history summary accurately reflects, to the best of my knowledge, the debits and credits made on the loan's account.

FURTHER AFFIANT SAYETH NOT.

Name

Assistant Vice President

(Title)

STATE OF New Jersey

COUNTY OF Burlington

Sworn to before me this 2 day of Aug 2013

ALICE P. HARDEN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/17/2018

(L.S.)

Notary Public for New Jersey

My Commission Expires: 4/17/2018

Borrower: Norman Lowery

Property Address: 727 Sweet Meadow Ln., Clover, SC 29710

011227-01181

011227-01181 - Lowery
13-CP-46-1503
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Nationstar v. Lowery
Appellate Case No.
2015-002253

Attch 15 pg 3

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200 (29202)
220 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803.744.4444 F 803.343.7017
WWW.RTT-LAW.COM

ROGERS TOWNSEND
ATTORNEYS AT LAW

August 15, 2013

Norman D. Lowery
727 Sweet Meadows Ln
Clover, SC 29710

Re: PHH Mortgage Corporation vs Norman Lowery
Our File No. 011227-01181

FOR SETTLEMENT PURPOSES ONLY.

Dear Sir/Madam:

ROGERS, TOWNSEND & THOMAS, PC IS A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

HOWEVER, IF YOU ARE IN BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY, THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

It is our understanding that you intend to reinstate your loan. To reinstate your loan on or before **September 12, 2013**, we estimate that the reinstatement amount will be **$11,560.33**. This amount is itemized as follows:

9 payments totaling	$7,166.59
Late Charges	$21.27
Pending Late Charges	$21.27
Property Inspection	$11.25
Escrow	$654.45
Corporate Advances	$1,202.00
Other Advances	$67.50
Unpaid Foreclosure Attorney Costs and expenses good through August 15, 2013	$135.00
Unpaid Foreclosure Attorney Fees good through August 15, 2013	$525.00
Anticipated Foreclosure Attorney Costs and expenses	$1,011.00
Anticipated Foreclosure Attorney Fees	$745.00
Total Amount Necessary to Reinstate your loan on or before September 12, 2013	**$11,560.33**

- **Please note that this estimated reinstatement quote expires on September 12, 2013.**

ATTORNEY TRUST OR ATTORNEY ESCROW CHECKS WILL NOT BE ACCEPTED.

The reinstatement figures listed above include items that have been paid by the Plaintiff or incurred by our law firm and items that are currently due or are anticipated to become due through September 12, 2013. In constructing this reinstatement, we may have included anticipated additional fees and costs in order to provide you with an estimated reinstatement good through September 12, 2013. These anticipated fees and costs merely represent an estimate as to what our actual fees and costs will be if you reinstate the loan by no later than September 12, 2013. Please understand that any estimated or anticipated charges contained in this letter will not be binding on this firm or on the Plaintiff, and that the account remains liable for all fees and costs incurred after today even if those items are not included as part of the estimated amounts set forth in this letter. Please be advised that the

reinstatement amount is subject to final verification by the Plaintiff. You will be responsible for reimbursing the Plaintiff or its servicer if it pays other taxes, insurance or miscellaneous expenses permitted by law.

*IMPORTANT: We only require that you pay the fees and costs actually incurred as of the date of your payment. If for whatever reason your payment includes any anticipated fee or cost or other item but the actual amount due on the date of payment is less, any excess amount will be returned to you by your lender or servicer or may be applied as a credit to your account.

If you desire to reinstate your loan after September 12, 2013, and the property has not yet been sold at a foreclosure sale, you must contact us at (803)744-4444 or e-mail a request to Statusreq@rtt-law.com to obtain an updated reinstatement amount. Please be sure to provide us with your fax number, e-mail address, or address where you would like this updated reinstatement amount to be sent.

Please make your certified check payable to PHH Mortgage Corporation and mail it to:

Rogers Townsend & Thomas PC
Attention Reinstatement
220 Executive Center Drive
Columbia, SC 29210

Your certified check must be received no later than 4:00 P.M. on or before September 12, 2013. Please include your loan number, your name and our file number on your certified funds. Cash, personal checks, credit/debit cards and attorney Trust or Attorney Escrow checks will not be accepted. The reinstatement funds will be returned if any portion of the funds are in the form of a personal check. Please be advised that the foreclosure action will continue until the total reinstatement funds are received in compliance with the terms in this letter. We also recommend that you forward your payment by overnight delivery to insure timely receipt.

If you would prefer to wire the funds directly to our account, wiring instructions are attached for your convenience.

PLEASE NOTE: If there is a foreclosure sale date scheduled for your property, this letter DOES NOT extend or change that foreclosure sale date.

Sincerely,

Reinstatement/Payoff Department

***

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

Please return this attachment along with your reinstatement/payoff amount.

Homeowner(s) Name: Norman Lowery

Property Address: _____

_____

Is the homeowner(s) currently living in the property? ☐ Yes ☐ No

If no, current mailing address:

727 Sweet Meadow Ln Ln
Clover, SC
29710

Homeowner's Contact #'s:*

Home:_____ Work:_____

Work:_____ Other:_____

Email:_____

Should any overage be returned to the homeowner? ☐ Yes ☐ No

If no, where should it be mailed?

Name: _____

Address: _____

Please be advised that the reinstatement amount is subject to final verification by the mortgage company. The homeowner (mortgagor) will be responsible to reimburse the mortgage company (mortgagee) or its servicer if it pays other taxes, insurance or miscellaneous expenses permitted by law including additional legal fees and costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

*Please provide a minimum of 2 contacts.

011227-01187

PHH Mortgage

[redacted] PHH

2001 Bishops Gate Boulevard
Mt. Laurel NJ 08054

Tel 800-449-8767
Fax 856-917-8300

February 18, 2013

Loan Number: [redacted]
Property Address:
727 SWEET MEADOW LANE LANE
CLOVER SC 29710

Norman D Lowery
727 Sweet Meadow Ln Ln
Clover SC 29710

N O T I C E O F I N T E N T I O N T O F O R E C L O S E

Dear Customer(s):

The mortgage on your property is past due for the January 01, 2013 payment. The TOTAL AMOUNT to bring your account up to date is $ 1747.81. To AVOID FORECLOSURE, we require a payment in "CERTIFIED FUNDS" for the total amount due.

In addition, please be advised as of the date of this letter, $ 21.27 in late charges have also accrued.

In the event you do not cure the default in full within THIRTY (30) days from the date of this letter (as provided by the terms of the mortgage), payment of the current principal balance will be accelerated and foreclosure proceedings will be initiated.

You are further informed you have the right to reinstate this loan after acceleration pursuant to, and subject to, the provisions and limitations of said Mortgage, and that you have a right to bring a court action to assert the nonexistence of a default or any other defense you may have to the nonexistence of a default or any other defense you may have to foreclosure and sale.

Again, all remittances must be in the form of "CERTIFIED FUNDS ONLY". Anything less than the TOTAL DUE and/or not in "CERTIFIED FUNDS", will be refused.

Please contact us immediately at 1-800-330-0423. This is an attempt to collect a debt, any information obtained will be used for that purpose.

Sincerely,

Loan Counseling Center (XC007)

A PHH Mortgage

PHH

2001 Bishops Gate Boulevard
Mt. Laurel NJ 08054

Tel 800-449-8767
Fax 856-917-8300

February 18, 2013

Loan Number: [redacted]
Property Address:
727 SWEET MEADOW LANE LANE
CLOVER SC 29710

Norman D Lowery
727 Sweet Meadow Ln Ln
Clover SC 29710

NOTICE OF INTENTION TO FORECLOSE

Dear Customer(s):

The mortgage on your property is in default for the January 01, 2013 payment and is now 2 months past due. Also, on the FIRST of next month another payment will be due. At this writing, the TOTAL AMOUNT required to cure your default is $ 1747.81. To AVOID FORECLOSURE, we are demanding that you make a payment in "CERTIFIED FUNDS" for the total amount due.

In addition, please be advised as of the date of this letter, $ 21.27 in late charges have also accrued.

In the event you do not cure the default in full within THIRTY (30) days from the date of this letter (as provided by the terms of the mortgage), payment of the current principal balance will be accelerated and foreclosure proceedings will be initiated.

You are further informed you have the right to reinstate this loan after acceleration pursuant to, and subject to, the provisions and limitations of said Mortgage, and that you have a right to bring a court action to assert the nonexistence of a default or any other defense you may have to the nonexistence of a default or any other defense you may have to foreclosure and sale.

Again, all remittances must be in the form of "CERTIFIED FUNDS"; no PERSONAL CHECKS will be accepted] Anything less than the TOTAL DUE and/or not in "CERTIFIED FUNDS", will be refused.

If you disagree with the assertion that a default has occurred, or the calculation of the amount required to cure the default, you may contact us at 1-800-330-0423. This is an attempt to collect a debt, any information obtained will be used for that purpose.

Sincerely,

Loan Counseling Center (XC117)

Nationstar v. Lowery
Appellate Case No. 2015-002253

DATE 08/14/2013

THE MORTGAGE SERVICE CENTER
4001 LEADENHALL ROAD
MT LAUREL, NJ 08054

CUSTOMER ACCOUNT ACTIVITY STATEMENT

MORT NAME NORMAN LOWERY
STREET 727 SWEET MEADOW LN LN
CITY STATE ZIP CLOVER, SC, 29710

LOAN NUMBER: [redacted]

ACTIVITY FOR PERIOD 01/01/2010 - 12/31/2010

Loan Number	Transaction Date	Transaction Code	Due Date	Fees Assessed	Fees Paid	Suspense Amount	Principal Amount	Interest Amount	Escrow Amount	Advance Amount	Total Amount	Principal Balance	Escrow Balance	Advance Balance	Suspense Balance
7116927869	01/01/2010											0.00	0.00	0.00	0.00
7116927869	07/14/2010	142		0.00	0.00	0.00	-95000.00	0.00	0.00	0.00	-95000.00	95000.00	0.00	0.00	0.00
7116927869	07/22/2010	143		0.00	0.00	0.00	0.00	265.61	0.00	0.00	0.00	95000.00	0.00	0.00	0.00
7116927869	07/23/2010	170	09/01/2010	0.00	0.00	0.00	0.00	0.00	353.12	0.00	353.12	95000.00	353.12	0.00	0.00
7116927869	08/06/2010	173	09/01/2010	0.00	0.00	0.00	106.46	425.52	117.69	0.00	649.67	94893.54	470.81	0.00	0.00
7116927869	09/06/2010	173	10/01/2010	0.00	7.59	0.00	0.00	0.00	0.00	0.00	7.59	94893.54	470.81	0.00	0.00
7116927869	09/06/2010	73		-7.59	0.00	0.00	0.00	0.00	0.00	0.00	-7.59	94893.54	470.81	0.00	0.00
7116927869	09/06/2010	73		0.00	0.00	0.00	106.94	425.04	117.69	0.00	649.67	94786.60	588.50	0.00	0.00
7116927869	10/15/2010	173	10/01/2010	0.00	12.59	0.00	0.00	0.00	0.00	0.00	12.59	94786.60	588.50	0.00	0.00
7116927869	10/15/2010	173	11/01/2010	0.00	-12.59	0.00	0.00	0.00	0.00	0.00	-12.59	94786.60	588.50	0.00	0.00
7116927869	10/15/2010	73		-12.59	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94786.60	588.50	0.00	0.00
7116927869	11/16/2010	152		21.27	0.00	0.00	0.00	0.00	-227.33	0.00	0.00	94786.60	361.17	0.00	0.00
7116927869	11/16/2010	312	12/01/2010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94786.60	361.17	0.00	0.00
7116927869	12/16/2010	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00		94786.60	361.17	0.00	0.00
7116927869	12/31/2010														

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DATE 06/14/2013

4001 LEADENHALL ROAD
MT LAUREL, NJ 08054

CUSTOMER ACCOUNT ACTIVITY STATEMENT

SHORT NAME NORMAN LOWERY
STREET 727 SWEET MEADOW LN LN
CITY, STATE ZIP CLOVER, SC, 29710

LOAN NUMBER: [redacted]

ACTIVITY FOR PERIOD 01/01/2011 - 12/31/2011

Loan Number	Transaction Date	Transaction Code	Due Date	Fees Assessed	Fees Paid	Suspense Amount	Principal Amount	Interest Amount	Escrow Amount	Advance Amount	Total Amount	Principal Balance	Escrow Balance	Advance Balance	Suspense Balance
												94786.60	381.17	0.00	0.00
7116927869	01/01/2011											94678.19	478.58	0.00	0.00
7116927869	01/04/2011	173	11/01/2010	0.00	0.00	0.00	107.41	424.87	117.69	0.00	649.97	94571.29	596.55	0.00	0.00
7116927869	01/04/2011	173	12/01/2010	0.00	0.00	0.00	107.30	424.98	117.69	0.00	649.97	94571.29	596.55	0.00	0.00
7116927869	01/04/2011	173	01/01/2011	0.00	42.54	0.00	0.00	0.00	0.00	0.00	42.54	94571.29	596.55	0.00	0.00
7116927869	01/04/2011	173	01/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	94571.29	596.55	0.00	0.00
7116927869	01/04/2011	73		-42.54	0.00	0.00	0.00	0.00	0.00	0.00	-42.54	94571.29	596.55	0.00	0.00
7116927869	01/04/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	94571.29	596.55	0.00	0.00
7116927869	01/04/2011	73		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94571.29	596.55	0.00	0.00
7116927869	01/18/2011	152		0.00	0.00	0.00	109.36	423.60	117.69	0.00	649.97	94462.91	714.24	0.00	0.00
7116927869	02/02/2011	173	01/01/2011	0.00	0.00	0.00	108.88	423.12	117.69	0.00	649.69	94354.05	831.93	0.00	0.00
7116927869	02/02/2011	173	02/01/2011	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94354.05	831.93	0.00	0.00
7116927869	02/02/2011	173	02/01/2011	0.00	21.27	0.00	0.00	0.00	0.00	0.00	17.50	94354.05	831.93	0.00	0.00
7116927869	02/02/2011	173	02/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	-21.27	94354.05	831.93	0.00	0.00
7116927869	02/02/2011	73		-21.27	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	94354.05	831.93	0.00	0.00
7116927869	02/02/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	649.97	94244.70	949.62	0.00	0.00
7116927869	03/01/2011	173	03/01/2011	0.00	0.00	0.00	109.35	422.63	117.69	0.00	17.50	94244.70	949.62	0.00	0.00
7116927869	03/01/2011	173	04/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	-17.50	94244.70	949.62	0.00	0.00
7116927869	03/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	649.97	94134.09	1067.31	0.00	0.00
7116927869	04/01/2011	173	04/01/2011	0.00	0.00	0.00	109.84	422.14	117.69	0.00	21.27	94134.09	1067.31	0.00	0.00
7116927869	05/16/2011	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	649.97	94024.53	1185.00	0.00	0.00
7116927869	06/01/2011	173	05/01/2011	0.00	0.00	0.00	110.33	421.65	117.69	0.00	17.50	94024.53	1185.00	0.00	0.00
7116927869	06/01/2011	173	06/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	-17.50	94024.53	1185.00	0.00	0.00
7116927869	06/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94024.53	1185.00	0.00	0.00
7116927869	06/16/2011	152		-21.27	0.00	0.00	0.00	0.00	0.00	0.00	649.97	93913.70	1302.69	0.00	0.00
7116927869	07/01/2011	173	06/01/2011	0.00	0.00	0.00	110.83	421.15	117.69	0.00	42.54	93913.70	1302.69	0.00	0.00
7116927869	07/01/2011	173	07/01/2011	0.00	42.54	0.00	0.00	0.00	0.00	0.00	17.50	93913.70	1302.69	0.00	0.00
7116927869	07/01/2011	173	07/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	-42.54	93913.70	1302.69	0.00	0.00
7116927869	07/01/2011	73		-42.54	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93913.70	1302.69	0.00	0.00
7116927869	07/01/2011	73		-17.50	0.00	0.00	0.00	0.00	-1122.69	0.00	0.00	93913.70	180.00	0.00	0.00
7116927869	07/06/2011	331	07/01/2011	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.27	93913.70	180.69	0.00	0.00
7116927869	07/18/2011	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	93913.70	101.99	0.00	0.00
7116927869	07/20/2011	307		0.00	0.00	0.00	0.00	0.00	-78.70	0.00	649.97	93902.38	219.88	0.00	0.00
7116927869	08/02/2011	173	07/01/2011	0.00	0.00	0.00	111.32	420.66	117.69	0.00	17.50	93902.38	219.88	0.00	0.00
7116927869	08/02/2011	173	08/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	-17.50	93902.38	219.88	0.00	0.00
7116927869	08/02/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	21.27	93902.38	219.88	0.00	0.00
7116927869	08/18/2011	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	649.97	93890.58	337.37	0.00	0.00
7116927869	09/01/2011	173	08/01/2011	0.00	0.00	0.00	111.82	420.16	117.69	0.00	644.42	93578.24	449.81	0.00	0.00
7116927869	09/01/2011	173	09/01/2011	0.00	0.00	0.00	112.32	419.66	112.44	0.00	17.50	93578.24	449.81	0.00	0.00
7116927869	09/01/2011	173	10/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	-17.50	93578.24	449.81	0.00	0.00
7116927869	09/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	644.42	93465.41	562.25	0.00	0.00
7116927869	10/03/2011	173	10/01/2011	0.00	0.00	0.00	112.83	419.15	112.44	0.00	17.50	93465.41	562.25	0.00	0.00
7116927869	10/03/2011	173	11/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	-17.50	93465.41	562.25	0.00	0.00
7116927869	10/03/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	644.42	93352.08	674.69	0.00	0.00
7116927869	11/02/2011	173	11/01/2011	0.00	0.00	0.00	113.33	418.65	112.44	0.00	17.50	93352.08	674.69	0.00	0.00
7116927869	11/02/2011	173	12/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	-17.50	93352.08	674.69	0.00	0.00
7116927869	11/02/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	644.42	93238.24	787.13	0.00	0.00
7116927869	12/01/2011	173	12/01/2011	0.00	0.00	0.00	113.84	418.14	112.44	0.00	0.00	93238.24	-1000.83	0.00	0.00
7116927869	12/01/2011	312	12/01/2011	0.00	0.00	0.00	0.00	0.00	-1787.83	0.00	21.47	93238.24	-1000.83	0.00	0.00
7116927869	12/01/2011	173	01/01/2012	0.00	21.47	0.00	0.00	0.00	0.00	0.00	17.50	93238.24	-1000.83	0.00	0.00
7116927869	12/01/2011	173	01/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	-21.47	93238.24	-1000.83	0.00	0.00
7116927869	12/01/2011	73		-21.47	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93238.24	-1000.83	0.00	0.00
7116927869	12/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00		93238.24	-1000.83	0.00	0.00
7116927869	12/31/2011														

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09/14/2013

THE MORTGAGE SERVICE CENTER
4001 LEADENHALL ROAD
MT LAUREL, NJ 08054

CUSTOMER ACCOUNT ACTIVITY STATEMENT

MORT NAME NORMAN LOWERY
STREET 727 SWEET MEADOW LN LN
CITY STATE ZIP CLOVER, SC, 29710

LOAN NUMBER: [redacted]

ACTIVITY FOR PERIOD 01/01/2012 - 12/31/2012

Loan Number	Transaction Date	Transaction Code	Due Date	Fees Assessed	Fees Paid	Suspense Amount	Principal Amount	Interest Amount	Escrow Amount	Advance Amount	Total Amount	Principal Balance	Escrow Balance	Advance Balance	Suspense Balance
												93218.24	-1000.83	0.00	0.00
7116927869	01/01/2012											93123.85	-888.39	0.00	0.00
7116927869	01/04/2012	173	01/01/2012	0.00	0.00	0.00	114.35	417.63	112.44	0.00	644.42	93123.85	-888.39	0.00	0.00
7116927869	01/04/2012	173	02/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93123.85	-888.39	0.00	0.00
7116927869	01/04/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93008.03	-611.24	0.00	0.00
7116927869	02/01/2012	173	02/01/2012	0.00	0.00	0.00	114.86	417.12	377.15	0.00	909.13	92893.65	-134.09	0.00	0.00
7116927869	02/02/2012	173	03/01/2012	0.00	0.00	0.00	115.39	416.60	377.15	0.00	909.13	92893.65	-134.09	0.00	0.00
7116927869	03/02/2012	173	04/01/2012	0.00	1.50	0.00	0.00	0.00	0.00	0.00	1.50	92893.65	-134.09	0.00	0.00
7116927869	03/02/2012	73		-1.50	0.00	0.00	0.00	0.00	0.00	0.00	-1.50	92777.76	243.06	0.00	0.00
7116927869	04/02/2012	173	04/01/2012	0.00	0.00	0.00	115.88	416.09	377.15	0.00	909.13	92777.76	243.06	0.00	0.00
7116927869	04/02/2012	173	05/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	92777.76	243.06	0.00	0.00
7116927869	04/02/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	92661.35	620.21	0.00	0.00
7116927869	05/03/2012	173	05/01/2012	0.00	0.00	0.00	116.41	415.57	377.15	0.00	909.13	92661.35	620.21	0.00	0.00
7116927869	05/03/2012	173	06/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	92661.35	620.21	0.00	0.00
7116927869	05/03/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	92544.42	997.36	0.00	0.00
7116927869	06/04/2012	173	06/01/2012	0.00	0.00	0.00	116.93	415.05	377.15	0.00	909.13	92544.42	997.36	0.00	0.00
7116927869	06/04/2012	173	07/01/2012	0.00	21.07	0.00	0.00	0.00	0.00	0.00	21.07	92544.42	997.36	0.00	0.00
7116927869	06/04/2012	173	07/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	92544.42	997.36	0.00	0.00
7116927869	06/04/2012	73		-21.07	0.00	0.00	0.00	0.00	0.00	0.00	-21.07	92544.42	997.36	0.00	0.00
7116927869	06/04/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	92544.42	997.36	0.00	0.00
7116927869	07/02/2012	173	07/01/2012	0.00	0.00	0.00	117.46	414.62	377.15	0.00	909.13	92426.96	1374.51	0.00	0.00
7116927869	07/02/2012	173	08/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	92426.96	1374.51	0.00	0.00
7116927869	07/02/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	92426.96	1374.51	0.00	0.00
7116927869	07/03/2012	351	07/01/2012	0.00	0.00	0.00	0.00	0.00	-1123.00	0.00	0.00	92426.96	251.51	0.00	0.00
7116927869	08/06/2012	173	08/01/2012	0.00	0.00	0.00	117.98	414.00	377.15	0.00	909.13	92308.98	628.66	0.00	0.00
7116927869	08/06/2012	173	09/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	92308.98	628.66	0.00	0.00
7116927869	08/06/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	92308.98	628.66	0.00	0.00
7116927869	09/17/2012	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	92308.98	628.66	0.00	0.00
7116927869	10/01/2012	173	09/01/2012	0.00	0.00	0.00	118.51	413.47	377.15	0.00	909.13	92190.47	1005.81	0.00	0.00
7116927869	10/01/2012	173	10/01/2012	0.00	0.00	0.00	119.04	412.94	377.15	0.00	909.13	92071.43	1382.96	0.00	0.00
7116927869	10/01/2012	173	11/01/2012	0.00	21.27	0.00	0.00	0.00	0.00	0.00	21.27	92071.43	1382.96	0.00	0.00
7116927869	10/01/2012	73		-21.27	0.00	0.00	0.00	0.00	0.00	0.00	-21.27	92071.43	1382.96	0.00	0.00
7116927869	11/05/2012	173	11/01/2012	0.00	0.00	0.00	119.58	412.40	377.15	0.00	909.13	91951.85	1760.11	0.00	0.00
7116927869	11/05/2012	173	12/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	91951.85	1760.11	0.00	0.00
7116927869	11/05/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	91951.85	1760.11	0.00	0.00
7116927869	12/03/2012	312	12/01/2012	0.00	0.00	0.00	0.00	0.00	-1918.10	0.00	0.00	91951.85	-58.99	0.00	0.00
7116927869	12/10/2012	173	12/01/2012	0.00	0.00	0.00	120.11	411.87	377.15	0.00	909.13	91831.74	318.16	0.00	0.00
7116927869	12/10/2012	173	01/01/2013	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	91831.74	318.16	0.00	0.00
7116927869	12/10/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	91831.74	318.16	0.00	0.00
7116927869	12/31/2012											91831.74	318.16	0.00	0.00

THE MORTGAGE SERVICE CENTER
4001 LEADENHALL ROAD
MT LAUREL, NJ 08054

DATE 08/14/2013

CUSTOMER ACCOUNT ACTIVITY STATEMENT

MORT NAME NORMAN LOWERY
STREET 727 SWEET MEADOW LN LN
CITY STATE ZIP CLOVER, SC, 29710

LOAN NUMBER: [redacted]

ACTIVITY FOR PERIOD 01/01/2013 - 08/14/2013

Loan Number	Transaction Date	Transaction Code	Due Date	Fees Assessed	Fees Paid	Suspense Amount	Principal Amount	Interest Amount	Escrow Amount	Advance Amount	Total Amount	Principal Balance	Escrow Balance	Advance Balance	Suspense Balance
7116927669	01/01/2013											91831.74	316.16	0.00	0.00
7116927669	01/18/2013	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	91831.74	316.16	0.00	0.00
7116927669	02/08/2013	172	01/01/2013	0.00	0.00	817.41	0.00	0.00	0.00	0.00	817.41	91831.74	316.16	0.00	817.41
7116927669	02/27/2013	132		11.25	0.00	0.00	0.00	0.00	0.00	0.00	11.25	91831.74	316.16	0.00	817.41
7116927669	03/25/2013	132		11.25	0.00	0.00	0.00	0.00	0.00	0.00	11.25	91831.74	316.16	0.00	0.00
7116927669	03/27/2013	147	01/01/2013	0.00	0.00	-817.41	0.00	0.00	0.00	0.00	0.00	91831.74	316.16	0.00	0.00
7116927669	04/26/2013	132		11.25	0.00	0.00	0.00	0.00	0.00	0.00	11.25	91831.74	316.16	0.00	0.00
7116927669	05/29/2013	630		0.00	0.00	0.00	0.00	0.00	0.00	595.00	0.00	91831.74	316.16	595.00	0.00
7116927669	05/29/2013	632		0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	91831.74	316.16	745.00	0.00
7116927669	05/29/2013	632		0.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	91831.74	316.16	751.00	0.00
7116927669	05/29/2013	632		0.00	0.00	0.00	0.00	0.00	0.00	26.00	0.00	91831.74	316.16	777.00	0.00
7116927669	05/29/2013	632		0.00	0.00	0.00	0.00	0.00	0.00	425.00	0.00	91831.74	316.16	1202.00	0.00
7116927669	05/29/2013	632		0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.25	91831.74	316.16	1202.00	0.00
7116927669	06/03/2013	132		11.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	91831.74	316.16	1202.00	0.00
7116927669	08/14/2013														

Exhibit 1 Page 6 of 75

WIRING INSTRUCTIONS
ROGERS TOWNSEND & THOMAS, PC

WIRE TO: **SCB&T**
201 Columbiana Drive
Columbia, SC 29212
Phone #: (803) 540-3300
Routing # 053200983

FOR CREDIT TO: Rogers, Townsend & Thomas, PC Trust Account
220 Executive Center Drive
Columbia, SC 29212
Phone #: (803) 744-4444
Account # 1390002366

Please include the RT&T file #, your loan # and your name on the wire so we can accurately process your transaction.

16

Subject: Request for status update; Ref Docket Nr. 13-1503, PHH Mortgage Corporation
May 14 2013

From: Norman Lowery (lowerynd@yahoo.com)

To: payoffreins@rtt-law.com;

Date: Wednesday, June 5, 2013 8:43 AM

I request a written update as to the status of the above listed foreclosure as well as the status of requested documents. Norm Lowery

Subject: RE: PHH v. Norman Lowery; 011227-01181

From: Maryann Capoccia (Maryann.Capoccia@rtt-law.com)

To: lowerynd@yahoo.com;

Date: Tuesday, June 18, 2013 8:59 AM

Mr. Lowery,

We will send it out as soon as we receive it from our client. Thank you.

Best,

Maryann Capoccia

ROGERS TOWNSEND
ATTORNEYS AT LAW

Maryann Capoccia
Contested Foreclosure Paralegal

Direct 803.744.5229
Fax 803 343 7013

Rogers Townsend & Thomas, PC
220 Executive Center Drive
Columbia, SC 29210

Main 803.771.7900
Visit rtt-law.com

From: Norman Lowery [mailto:lowerynd@yahoo.com]
Sent: Friday, June 14, 2013 1:32 PM
To: Maryann Capoccia
Subject: Re: PHH v. Norman Lowery; 011227-01181

I appreciate the response, I can expect a response by what date?

Sent from my iPhone

On Jun 12, 2013, at 10:23 AM, Maryann Capoccia <Maryann.Capoccia@rtt-law.com> wrote:

Mr. Lowery,

Attached please find a letter from our attorney in response to your letter dated June 5, 2013. Thank you.

Best,

Maryann Capoccia

<image001.jpg>

Maryann Capoccia
Contested Foreclosure Paralegal
Direct 803.744.5229
Fax 803.343.7013

Rogers Townsend & Thomas, PC
230 Executive Center Drive
Columbia, SC 29210
Main 803.771.7900
Visit rtt-law.com

NOTICES
PRIVILEGED AND CONFIDENTIAL: This electronic message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is attorney-client privileged, may be confidential work product, or may be exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is wrongful, is strictly prohibited, and may subject you to civil liability. If you have received this communication in error, please immediately notify us by telephone at 803-771-7900 (Columbia office) or 704-442-9500 (Charlotte office) or by return e-mail, and destroy any copies (electronic, paper, or otherwise) that you may have of this communication.

DEBT COLLECTOR: This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in

bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only as an attempt to enforce a lien.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with certain U.S. Treasury regulations, we inform you that, unless expressly stated otherwise, any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of avoiding tax-related penalties that may be imposed by the IRS or to promote, market or recommend to any party any tax-related matter addressed herein. In addition, if any such tax advice is used or referred to by other parties in promoting, marketing or recommending any partnership or other entity, investment plan or arrangement, then (i) the advice should be construed as written in connection with the promotion or marketing by others of the transaction(s) or matter(s) addresses in this communication and (ii) the taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

<Lowery_status update.PDF>

NOTICES
PRIVILEGED AND CONFIDENTIAL: This electronic message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is attorney-client privileged, may be confidential work product, or may be exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is wrongful, is strictly prohibited, and may subject you to civil liability. If you have received this communication in error, please immediately notify us by telephone at 803-771-7900 (Columbia office) or 704-442-9500 (Charlotte office) or by return e-mail, and destroy any copies (electronic, paper, or otherwise) that you may have of this communication.

DEBT COLLECTOR: This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only as an attempt to enforce a lien.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with certain U.S. Treasury regulations, we inform you that, unless expressly stated otherwise, any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of avoiding tax-related penalties that may be imposed by the IRS or to promote, market or recommend to any party any tax-related matter addressed herein. In addition, if any such tax advice is used or referred to by other parties in promoting, marketing or recommending any partnership or other entity, investment plan or arrangement, then (i) the advice should be construed as written in connection with the promotion or marketing by others of the transaction(s) or matter(s) addresses in this communication and (ii) the taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 7 Pg 74 of 76

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200 (29202)
220 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803.744.4444 F 803.743.7013
WWW.RTT-LAW.COM

ROGERS TOWNSEND
ATTORNEYS AT LAW

SENT VIA EMAIL: lowerynd@yahoo.com

June 12, 2013

Norman D. Lowery
727 Sweet Meadow Ln
Clover, SC 29710

Re: Norman Lowery
Loan No. 7116927869
Our File No. 011227-01181

Dear Mr. Lowery:

I received your status update request dated June 5, 2013 regarding the above referenced file. Please be aware that we are unable to offer you any legal advice.

In response to your dispute of the debt, my firm has placed its file on hold until the debt is validated by my client. Please note that this hold may not alleviate the requirements imposed upon you by the Rules of Civil Procedure or any other applicable court rules or orders, including the time specified to file and serve a responsive pleading to the allegations of the complaint.

Once we receive the validation of debt and other documents from our client, my firm will serve these upon you.

Sincerely,

Jennifer W. Rubin
Robert P. Davis
Vance L. Brabham
Attorneys for Plaintiff

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 7 Pg 75 of 75

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF YORK
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2013CP4601503

PLAINTIFF(S)	DEFENDANT(S)
PHH Mortgage Corporation	Norman D Lowery
Submitted by: The Court	Attorney for: ☐ Plaintiff ☐ Defendant ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED (*CHECK REASON*):** ☐ Rule 12(b), SCRCP; ☐ Rule 7(a), SCRCP (Voll. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____

☐ **ACTION STRICKEN (*CHECK REASON*):** ☐ Rule 40(j) SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):** ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

FILED-RECEIVED
2014 JUN 30 PM 4:07
DAVID HAMILTON
CLERK OF COURT
YORK COUNTY, S.C.

IT IS ORDERED AND ADJUDGED: ☐ See attached order; (formal order to follow) ☒ Statement of Judgment by the Court:

ORDER INFORMATION

This matter has been pending since September 30, 2013 without resolution. Therefore, this case is dismissed without prejudice, and the Lis Pendens canceled of record.

This order ☒ ends ☐ does not end the case.
Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Nationstar v. Lowery
Appellate Case No.
2015-002253

Master in Equity

3063
Judge Code

6/30/2014
Date

For Clerk of Court Office Use Only

This judgment was entered on 6/30/14; and a copy mailed first class or placed in the appropriate attorney's box on 6/30/14, to attorneys of record or to parties (when appearing pro se) as follows:

Andrew William Montgomery PO Box 100200 Columbia, SC 29202-3200

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

David Hamilton - Clerk of Court

Court Reporter

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

Nationstar v. Lowery

Appellate Case No. 2015-002253

Form 4C (Revised 3/2013)

Exhibit 8 Pg 2 Of 2

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200 (29202)
220 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803.744.4444 F 803.343.7013
WWW.RTT-LAW.COM

ROGERS TOWNSEND
ATTORNEYS AT LAW

SENT VIA EMAIL: lowerynd@yahoo.com

June 12, 2013

Norman D. Lowery
727 Sweet Meadow Ln
Clover, SC 29710

Re: Norman Lowery
Loan No. 7116927869
Our File No. 011227-01181

Dear Mr. Lowery:

I received your status update request dated June 5, 2013 regarding the above referenced file. Please be aware that we are unable to offer you any legal advice.

In response to your dispute of the debt, my firm has placed its file on hold until the debt is validated by my client. Please note that this hold may not alleviate the requirements imposed upon you by the Rules of Civil Procedure or any other applicable court rules or orders, including the time specified to file and serve a responsive pleading to the allegations of the complaint.

Once we receive the validation of debt and other documents from our client, my firm will serve these upon you.

Sincerely,

Jennifer W. Rubin
Robert P. Davis
Vance L. Brabham
Attorneys for Plaintiff

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 9 Pg 1 of 1

STOP/CAUTION ORDER/REVOCATION OF PRE-AUTHORIZATION OF RECU
TRANSACTION/ACH REVOCATION/CREDIT CARD REV

☑ SECU ☐ LGFCU ☐ NCPAFCU

☑ SP (Stop Payment) ☐ SC (Stop Caution) Type of Stop: ☑ Check ☐ ACH/Electronic ☐ Recurring POS

Member Name: NORMAN D LOWERY Account Number: 31034019

Description/Payee: COLDWELL BANKER MORTGAG

Branch #: 00201 Amount: 777.15 Check # Low: 001316 Check # High: 001316

Check Initiated By Phone or Internet: ☐ Yes ☑ No

Source of Request: ☑ In Person ☐ By Phone/Fax ☐ By Mail ☐ Online ☐ Branch Use

Waive Fee: ☐ Yes ☑ No Waive Fee Reason: ☐ Lost/Stolen ☐ Other

Posting Date (ACH transactions only):

POS RETURN CODES:

R0 ☐ I, the undersigned, hereby give notice that I direct the Credit Union to decline (stop) one (1) future payment for the above referenced company. This payment will be returned "Authorization Revoked by Customer". I fully understand that any future POS transactions from this company will be processed on my account and will not be declined.

R1 ☐ I, the undersigned, hereby give notice that I have revoked in writing all authorization previously given to the above referenced company for any future payments on my accounts and direct the Credit Union to return all future transactions from this company as "Authorized Revoked by Customer."

ACH REVOCATION RETURN CODES- Written Statement of Unauthorized Debit:

R07 ☐ I, the undersigned, hereby give notice that I have revoked in writing authorization previously given to the above referenced company and direct the Credit Union to return the current and/or future transactions from this company *regardless of the dollar amount submitted*.

R08 ☐ I, the undersigned, hereby direct the Credit Union to return future transactions from the above referenced company *in the amount listed above only*.

R10 ☐ I, the undersigned, did not authorize the above referenced company to draft my account with the Credit Union. I hereby direct the Credit Union to return all current and future ACH transactions from this company as "Customer Advises Not Authorized."

DISCLOSURES

1. I understand the Stop/Caution Order/ACH/POS/Credit Card Revocation is VALID FOR ONLY TWELVE (12) MONTHS. If the above item(s) is/are presented against my checking account and/or credit card after the expiration of this Stop/Caution Order/ACH/POS Revocation and a new Stop/Caution Order/ACH/POS/Credit Card Revocation has not been completed and signed by me, the item(s) will be processed on my account and the Credit Union will not be held responsible.
2. The Credit Union can not honor this request if the item(s) described above is/are accepted on the same processing day as this request. If so, the processing fee for ACH revocation will still be applied to my account; however, if the fee is for a Stop/Caution Order the fee will be refunded.
3. I understand that except when a return code R08 is used above, all future Visa Pre-authorized Recurring Point of Sale Transactions and/or ACH debits from the originating company, regardless of amount, will be returned.
4. I understand if the name and/or company ID of the originating company changes, thus enabling a debit to post to my account, the Credit Union will not be held responsible.
5. I understand if an authorization for a POS transaction has already been obtained by the merchant, the charge will post to my account.
6. I assert that this Written Statement of Unauthorized Debit is true and correct and that I am an authorized signer or have the authority to act on the account.

Signature of Member: (V) Norman D Lowery Date: 5/23/13

Member's Daytime Phone #: (828)782-7020 SECU ONLY: Stop Keyed By: S07011N Date: 05/23/2013 Time: 9:53

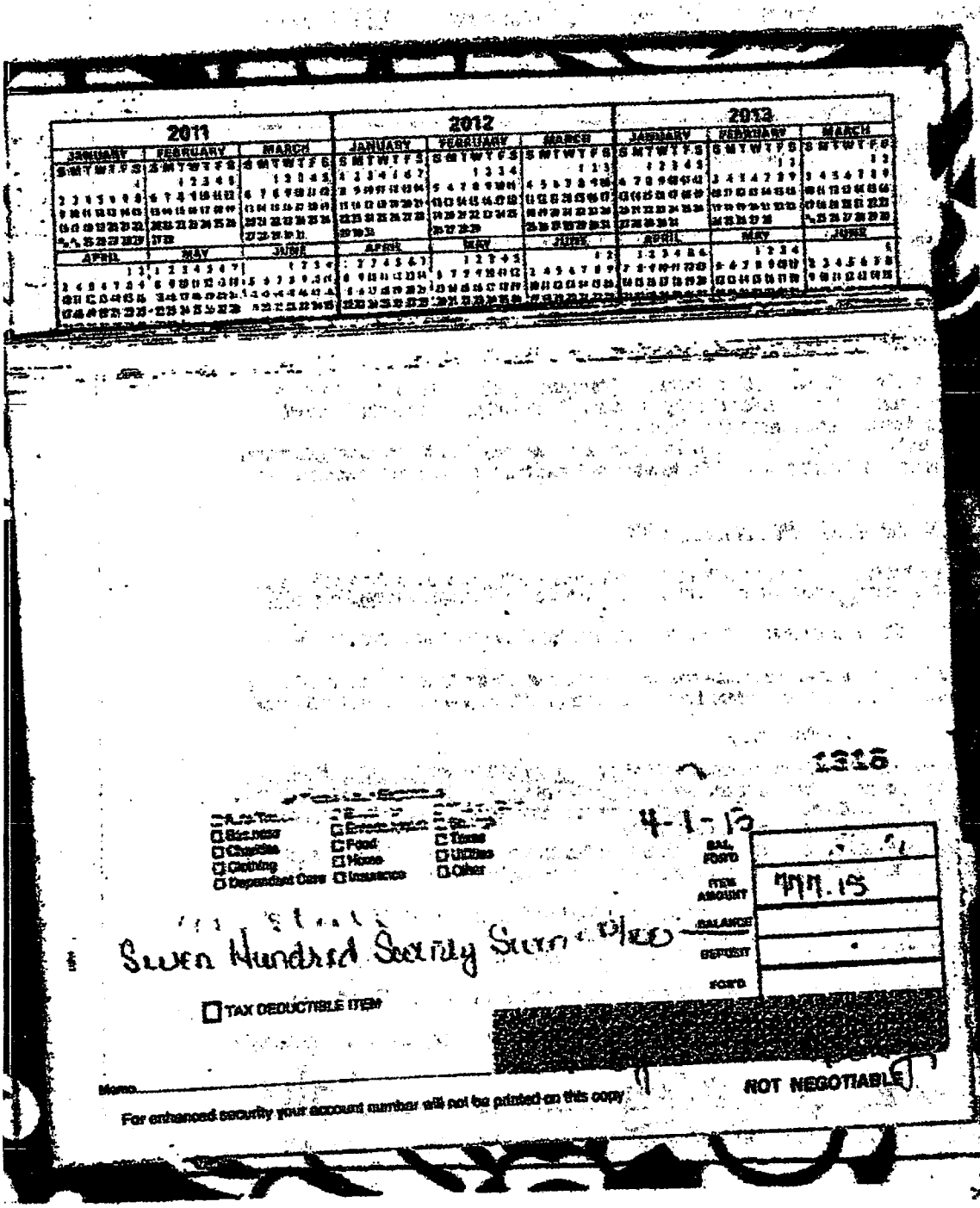


SPF02538795

Appellate Case No.
2015-002253

Revised 04/13/2012

Exhibit 10 Pg 1 Of 8


2011
2012
2013
JANUARY
FEBRUARY
MARCH
APRIL
MAY
JUNE
1316
4-1-13
Seven Hundred Seventy Seven and 15/100
TAX DEDUCTIBLE ITEM
Memo
For enhanced security your account number will not be printed on this copy
NOT NEGOTIABLE

STOP/CAUTION ORDER/REVOCATION OF PRE-AUTHORIZA TRANSACTION/ACH REVOCATION/CRE

☑ SECU ☐ LGFCU ☐

☑ SP (Stop Payment) ☐ SC (Stop Caution) Type of Stop: ☑ Check ☐ ACH/Electronic ☐ Recurring POS

Member Name: NORMAN D LOWERY Account Number: 11034019

Description/Payee: COLDWELL BANKER MORTGAG

Branch #: 00201 Amount: 777.15 Check # Low: 001317 Check # High: 001317

Check Initiated By Phone or Internet: ☐ Yes ☑ No

Source of Request: ☑ In Person ☐ By Phone/Fax ☐ By Mail ☐ Online ☐ Branch Use

Waive Fee: ☐ Yes ☑ No Waive Fee Reason: ☐ Lost/Stolen ☐ Other

Posting Date (ACH transactions only):

POS RETURN CODES:

R0 ☐ I, the undersigned, hereby give notice that I direct the Credit Union to decline (stop) one (1) future payment for the above referenced company. This payment will be returned "Authorization Revoked by Customer". I fully understand that any future POS transactions from this company will be processed on my account and will not be declined.

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5. I understand if an authorization for a POS transaction has already been obtained by the merchant, the charge will post to my account.
6. I assert that this Written Statement of Unauthorized Debit is true and correct and that I am an authorized signer or have the authority to act on the account.

Signature of Member: Norman D Lowery Date: 5/23/13

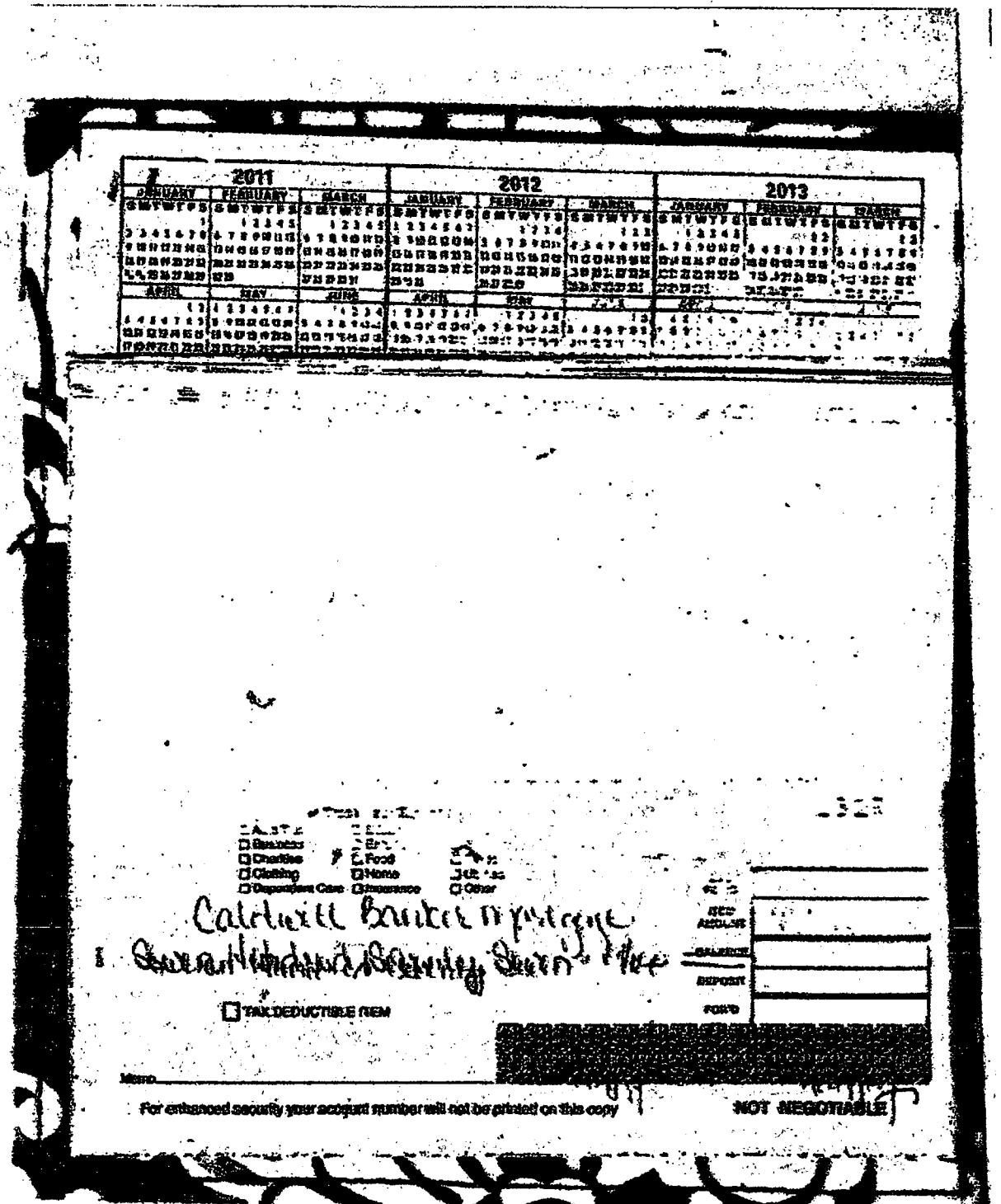
Member's Daytime Phone #: (828)782-2020 SECU ONLY: Stop Keyed By: S070TN Date: 05/23/2013 Time: 9:54

SPF025[illegible]

Nationstar v. Lowery
Appellate Case No.
2015-002253

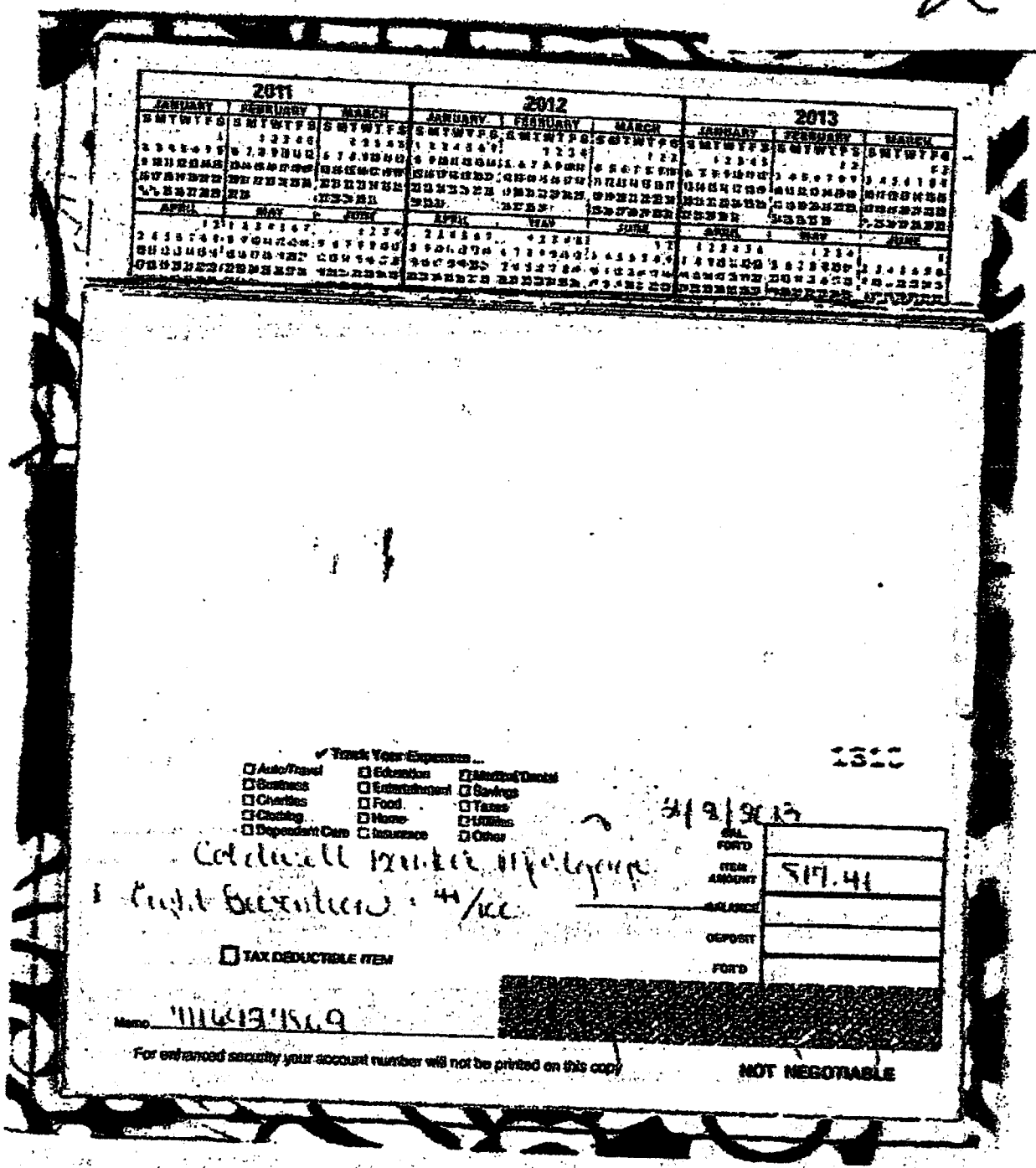
Revised 04/13/2012

Exhibit 10 Pg 1 of 1



Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 10



Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 10 Pg 5 of 9

Statement Date: 02-21-13
Page 1

NORMAN D LOWERY
NANCY SANDERS-LOWERY
727 SWEET MEADOW LN
CLOVER SC 29710-8840

SUMMARY OF ACCOUNTS

Account Type	Account Number	Beginning Balance	Debits	Credits	Ending Balance
Interest Checking	[redacted]19	[redacted]	[redacted]	[redacted]	16.67
Shares	[redacted]65	25.31	.00	.02	25.33

For your safety, no social security or other tax identification numbers are printed on this statement.

INTEREST CHECKING

Daily Rates: 08-19-10 Thru 02-21-13 0.250%. Annual Percentage Yield: 0.250%
Statement Period: 01-25-13 Thru 02-21-13

NORMAN D LOWERY
NANCY SANDERS-LOWERY
Overdraft Account Number: 2298365

Account Number: 31034019

Regular Shares

ACCOUNT ACTIVITY

Beginning Balance: 1,299.83
Interest Period: 01-25-13 Thru 02-21-13
SECU Foundation Year To Date: 1.00

Interest Earned Year To Date: .42
Number Of Days In Interest Period: 28

Posted Date	Effective Date	+/-	Amount	Transaction Description	Ending Balance
01-25-13	01-25-13	-		[redacted]USAGE FEE	
01-25-13	01-25-13	-		[redacted]	
01-25-13	01-25-13	-		[redacted]TE 01-25 FLYING J #711 BLACKSBURG SC	
01-25-13	01-25-13	-		[redacted] BI-LO 287 YORK SC	
01-25-13	01-25-13	-		[redacted]DIT [redacted]DATE 01-25 FLYING J #711 BLACKSBURG SC	
01-25-13	01-25-13	-		[redacted] Amazon Video On De866-216-1072	
01-25-13	01-25-13	-		[redacted] [redacted] 570-856-0903	991.26

Statement is continued on next page

Exhibit 10 Pg 6 Of 6

NORMAN D LOWERY
Account Number: 31034019

Statement Date: 02-21-13
Page 5

Posted Date	Effective Date	+/-	Amount	Transaction Description	Ending Balance
02-08-13	02-08-13	-	6.00	POINT OF SALE DEBIT L340 DATE 02-06 SUBWAY 0029YORK	1,792.41
02-11-13	02-11-13	-		[redacted]	
02-11-13	02-11-13	-		[redacted] 02-09 BORDERLINE [redacted] ER SC	
02-11-13	02-11-13	-		[redacted] DATE 02-08 WAL-MART SUPER YORK SC	
02-11-13	02-11-13	-		[redacted] E 02-09 [redacted] ROCK HILL SC	
02-11-13	02-11-13	-		[redacted] 02-08 WAL-MART SUPER YORK SC	
02-11-13	02-11-13	-		[redacted] 02-10 BI-LO 719 YORK SC	
02-11-13	02-11-13	-		[redacted] DATE 02-11 QUIKTRIP CLOVER SC	
02-11-13	02-11-13	-		[redacted] DATE 02-09 WAL-MART SUPER ROCK HILL SC	
02-11-13	02-11-13	-		[redacted] AMZN.COM/BIL	
02-11-13	02-11-13	-		[redacted] OTL *SCORESENSE.COM800-679-6327	
02-11-13	02-11-13	-	817.41	MORTGAGE SVC CTR CHECKPYMT 013042005/08055 CK#1310	[redacted]
02-12-13	02-12-13	-		[redacted]	
02-12-13	02-12-13	-		Amazon Video On De866-216-1072 [redacted]	
02-12-13	02-12-13	-		AT&T DATA 800-331-0500 [redacted]	[redacted]
02-13-13	02-13-13	-		[redacted] 401-4636400	
02-13-13	02-13-13	-		[redacted] L340 TIME 02:43 PM DATE 02-12 CHARLOTTE NC	[redacted]
02-14-13	02-14-13	-		[redacted] L340 DATE 02-12 [redacted] De866-216-1072	
02-14-13	02-14-13	-		[redacted] L341 TIME 09:39 AM DATE 02-14 WAL-MART SUPER GASTONIA NC	[redacted]
02-15-13	02-15-13	-		[redacted] DATE 02-14 BORDERLINE MINI CLOVER SC	
				[redacted] TE 02-14 [redacted] INC YORK SC	

(ref by MH Nick)
2013199158
817.41

Nationstar v. Lowery
Appellate Case No.
2015-002253

Statement is continued on next page

STOP/CAUTION ORDER/REVOCATION OF PRE-AUTHORIZATION TRANSACTION/ACH REVOCATION/CREDIT C

Att'd #4

☑ SECU ☐ LGFCU ☐ NCP

☑ SP (Stop Payment) ☐ SC (Stop Caution) Type of Stop: ☑ Che

Member Name: NORMAN D LOWERY Account Number: 31034019

Description/Payee: COLDWELL BANKER MORTGAG

Branch #: 00201 Amount: 777.15 Check # Low: 001312 Check # High: 001312

Check Initiated By Phone or Internet: ☐ Yes ☑ No

Source of Request: ☑ In Person ☐ By Phone/Fax ☐ By Mail ☐ Online ☐ Branch Use

Waive Fee: ☐ Yes ☑ No Waive Fee Reason: ☐ Lost/Stolen ☐ Other

Posting Date (ACH transactions only):

POS RETURN CODES:

R0 ☐ I, the undersigned, hereby give notice that I direct the Credit Union to decline (stop) one (1) future payment for the above referenced company. This payment will be returned "Authorization Revoked by Customer". I fully understand that any future POS transactions from this company will be processed on my account and will not be declined.

R1 ☐ I, the undersigned, hereby give notice that I have revoked in writing all authorization previously given to the above referenced company for any future payments on my accounts and direct the Credit Union to return all future transactions from this company as "Authorized Revoked by Customer."

ACH REVOCATION RETURN CODES- Written Statement of Unauthorized Debit:

R07 ☐ I, the undersigned, hereby give notice that I have revoked in writing authorization previously given to the above referenced company and direct the Credit Union to return the current and/or future transactions from this company ***regardless of the dollar amount submitted***.

R08 ☐ I, the undersigned, hereby direct the Credit Union to return future transactions from the above referenced company *in the amount listed above only*.

R10 ☐ I, the undersigned, did not authorize the above referenced company to draft my account with the Credit Union. I hereby direct the Credit Union to return all current and future ACH transactions from this company as "Customer Advises Not Authorized."

DISCLOSURES

1. I understand the Stop/Caution Order/ACH/POS/Credit Card Revocation is VALID FOR ONLY TWELVE (12) MONTHS. If the above item(s) is/are presented against my checking account and/or credit card after the expiration of this Stop/Caution Order/ACH/POS Revocation and a new Stop/Caution Order/ACH/POS/Credit Card Revocation has not been completed and signed by me, the item(s) will be processed on my account and the Credit Union will not be held responsible.
2. The Credit Union can not honor this request if the item(s) described above is/are accepted on the same processing day as this request. If so, the processing fee for ACH revocation will still be applied to my account; however, if the fee is for a Stop/Caution Order the fee will be refunded.
3. I understand that except when a return code R08 is used above, all future Visa Pre-authorized Recurring Point of Sale Transactions and/or ACH debits from the originating company, regardless of amount, will be returned.
4. I understand if the name and/or company ID of the originating company changes, thus enabling a debit to post to my account, the Credit Union will not be held responsible.
5. I understand if an authorization for a POS transaction has already been obtained by the merchant, the charge will post to my account.
6. I assert that this Written Statement of Unauthorized Debit is true and correct and that I am an authorized signer or have the authority to act on the account.

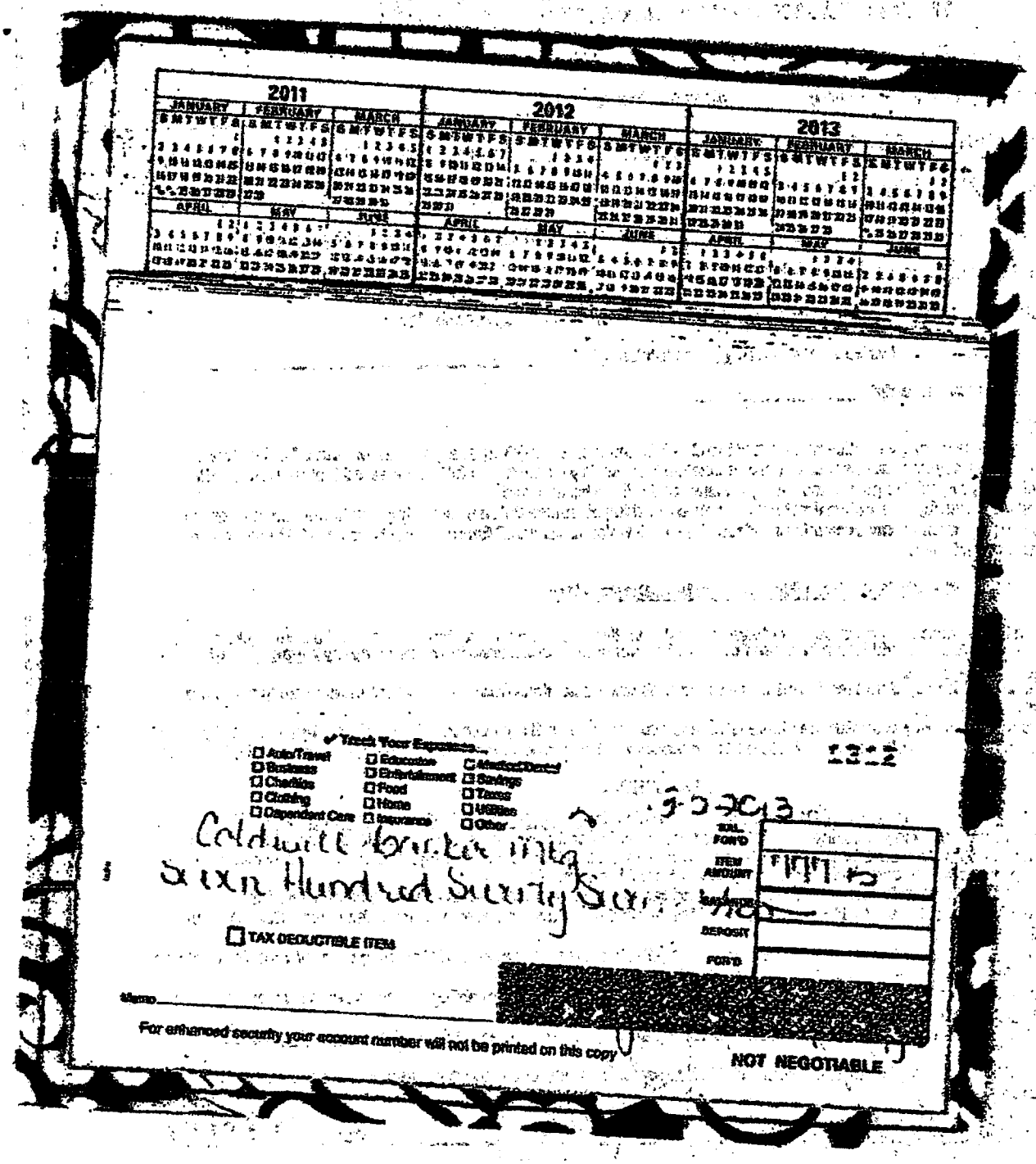
Signature of Member: Norman D Lowery Date: 5/23/13

Member's Daytime Phone #: (828)782-7020 SECU ONLY: Stop Keyed By: S070IJN Date: 05/23/2013 Time: 9:52

SPF02538794

Revised 04/13/2012

Att'd #4 Pg 1


2011
2012
2013
JANUARY
FEBRUARY
MARCH
APRIL
MAY
JUNE
Track Your Expenses
Auto/Travel
Business
Charities
Clothing
Dependent Care
Education
Entertainment
Food
Home
Insurance
Medical/Dental
Savings
Taxes
Utilities
Other
1312
9-27-13
Coldwell Banker Mtg
Six Hundred Seventy Six
TAX DEDUCTIBLE ITEM
DOL. FOR'D
ITEM AMOUNT
DEPOSIT
FOR'D
Memo
For enhanced security your account number will not be printed on this copy
NOT NEGOTIABLE

COLDWELL BANKER MORTGAGE
2001 Bishops Gate Boulevard
Mt. Laurel NJ 08054

Tel 888-418-0364
Fax 856-917-8300

13

March 28, 2013

Loan Number: 7116927869
Property Address:
727 Sweet Meadow Ln
Clover SC 29710

Norman D Lowery
727 Sweet Meadow Ln Ln
Clover, SC 29710

Dear Customer(s):

This is to inform you that the enclosed check number 2013199158 in the amount of $817.41 is a refund of monies that were posted to a suspense account during your delinquency.

The money is being returned because your loan is still in default and may be referred to our Foreclosure Department for further review.

Please contact us at 800-750-2518 if you have experienced a hardship that prevents you from paying your account current. You may qualify for a homeowner assistance program to help you bring the account current and avoid foreclosure. Please call today to submit your request for homeowner assistance.

Sincerely,

Mortgage Service Center

XC011

COLDWELL BANKER MORTGAGE
2001 Bishops Gate Boulevard
Mt. Laurel NJ 08054

Tel 888-418-0364
Fax 856-917-8300

February 11, 2013

Loan Number: 7116927869
Property Address:
727 Sweet Meadow Ln
Clover SC 29710

Norman D Lowery
727 Sweet Meadow Ln Ln
Clover SC 29710

Dear Customer(s):

We have recently received your payment of $ 817.41. The total amount due is $ 909.13, therefore an additional $ 91.72 is required to complete your payment.

To complete your payment, please contact us at the above referenced number. We can accept your payment over the phone which will be credited to your account the same day or you can mail it to:

Mortgage Service Center
Mail Stop SV-19
PO Box 5457
Mt. Laurel, NJ 08054

Please ensure the additional payment of $ 91.72 is received on or before the last business day of the month to avoid this situation being reported to the credit bureaus.

If you have any additional questions please contact us at the phone number referenced above.

Sincerely,

Cash Management Department
Mortgage Service Center

C8702 2I4

Mortgage Services
2001 Bishops Gate Blvd.
Mt. Laurel, NJ 08054

FORWARDING SERVICE REQUESTED

US 45 MAILED AT 08

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PRIORITY MAIL

02 1R $00.40[6]
0002009183 AUG 17 2013
MAILED FROM ZIPCODE 08109

Mr. Norman Lowery
727 Sweet Meadow Lane
Clover, SC 29710

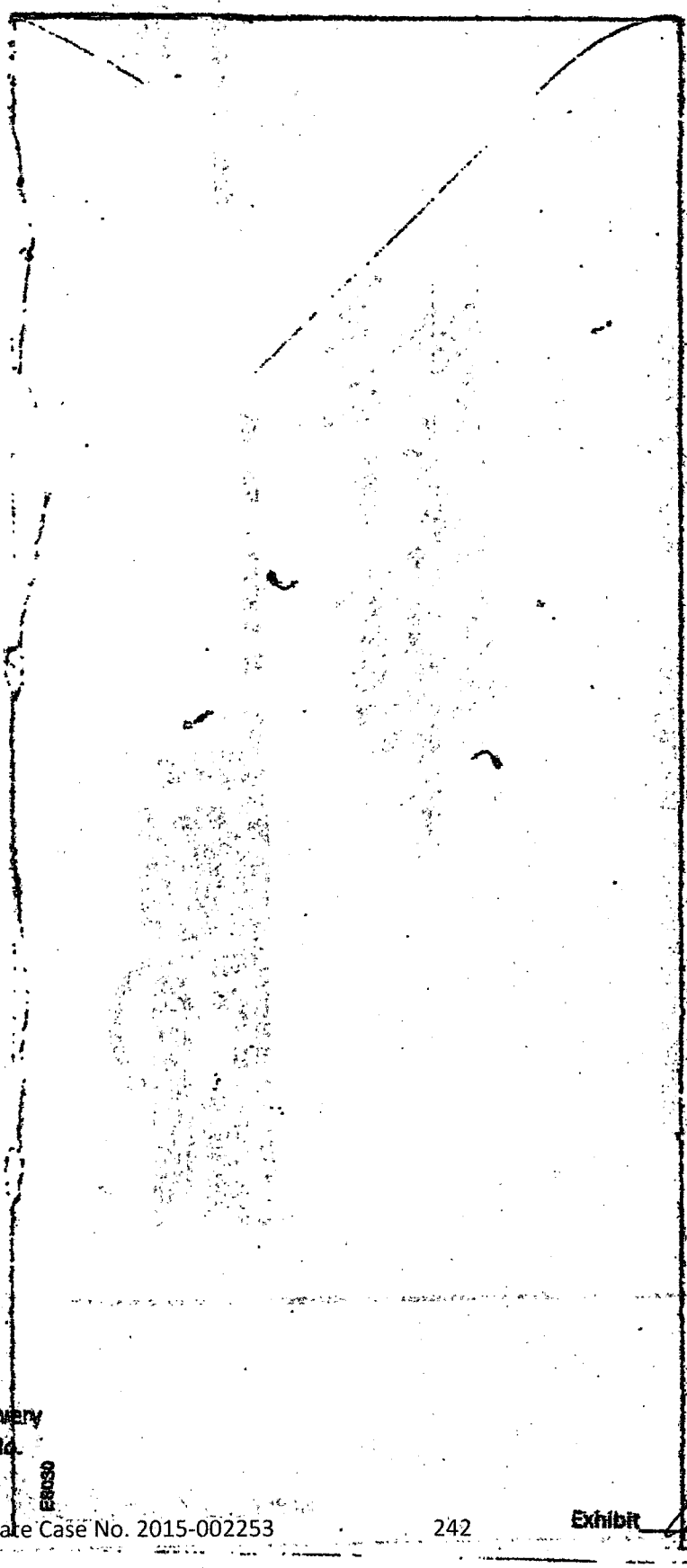
GGTGPNB 29710

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 11 Pg 3 Of 3

241

SC Appellate Case No. 2015-002253

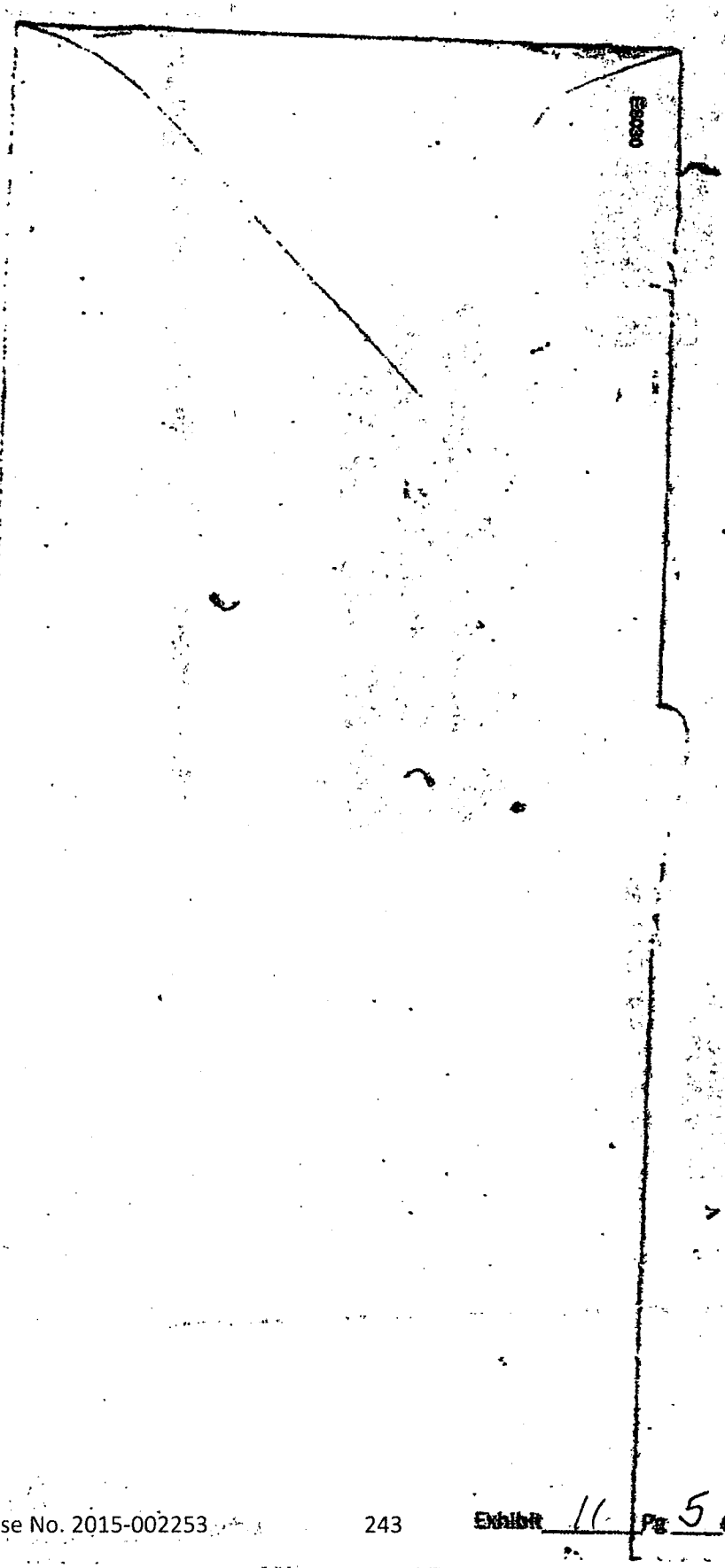


Nationstar v. Lowery
Appellate Case No.
2015-002253

E8030

Exhibit 4 Pg 4 Of 8

March 13
PF-9



Nationstar v. Lowery
Appellate Case No.
2015-002253

SC Appellate Case No. 2015-002253

244

Exhibit 11 Pg 5 of 9

Mortgage Services
2001 Bishops Gate Blvd.
Mt. Laurel, NJ 08054

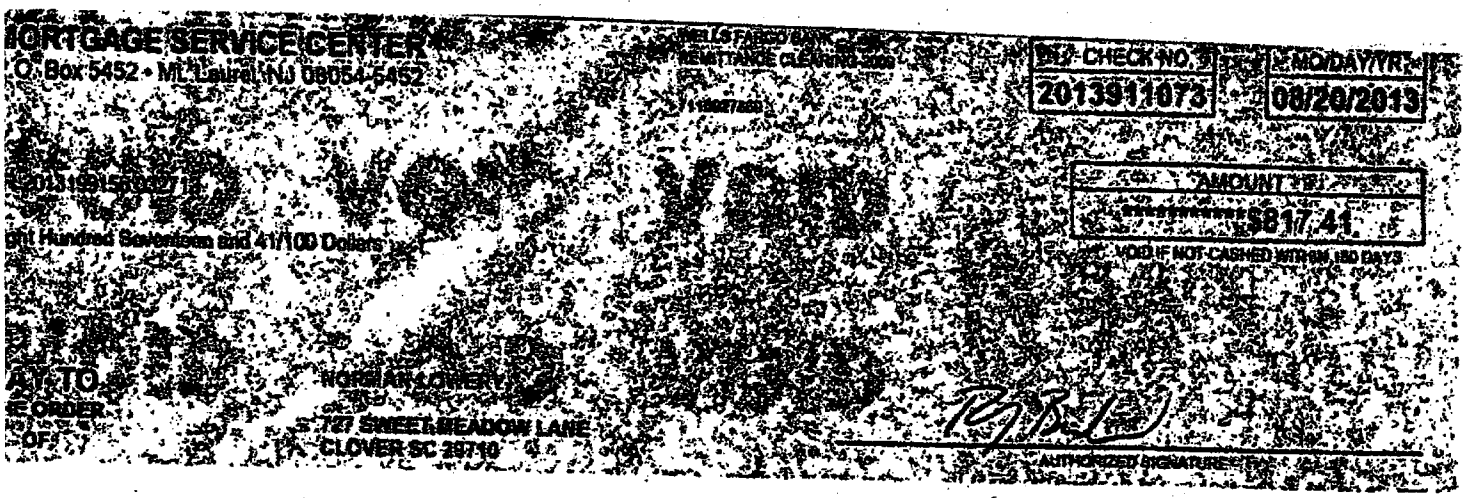
FORWARDING SERVICE REQUESTED

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1R $ 00.40
0002008185 AUG 22 201
MAILED FROM ZIP CODE 0810

MR. Norman D. Lowery
727 Sweet Meadow Lane
Clover, SC 29710

29710$$840



⑈2013911073⑈ ⑆121000248⑆ 4424902951⑈

Nationstar v. Lowery
Appellate Case No.
2015-002253

DO NOT WRITE / SIGN / STAMP BELOW THIS LINE
DEPOSITORY ENDORSEMENT

X

ENDORSE CHECK HERE

Subject: Ref Docket Nr. 13-1503, PHH Mortgage Corporation vs. Norman D. Lowery, filed May 14 2013

From: Norman Lowery (lowerynd@yahoo.com)

To: payoffreins@rtt-law.com;

Date: Thursday, May 23, 2013 10:48 AM

I was shocked to be served court documents in the middle of May 2013 stating I was delinquent 5 months of mortgage payments. I immediately contacted the mortgage company, according to company representatives in the legal section they indicated that check number 1310 was sent back to us along with a letter (the term "short payment letter" was verbalized) stating that it was not enough to cover the January mortgage payment. I get the mail and we received no letters/documents of any shape or form, nor did I sign receipt of any notifications of any type/shape or form of communication notifying me as being delinquent of any payment, opportunity to intervention, CURE or bring payments up to date. I request a copy of all documents, receipts of delivery, letters, notes, documents or any other shape or form of communication related to any and all information pertaining to this matter, as well as the current location and status of all un-cashed checks sent to Coldwell Banker Mgt, PO Box 371458, Pittsburg, PA 15250.

In reading Court documents delivered to me, Ref Docket Nr. 13-1503, PHH Mortgage Corporation vs. Norman D. Lowery, filed May 14 2013, Notice: para 3. States: *"The debt described in this notice will be assumed to be valid by the Creditor's law firm unless you, the Consumer, within thirty (30) days after the receipt this notice, dispute the validity of the debt or any portion thereof"*, and para 4. States: *"If you the Consumer, notify the Creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt, and a copy of the verification and a verification will be mailed to you, the Consumer, by the Creditor's law firm"*. I dispute any and all foreclosure actions for inadvertently missing one (1) mortgage payment and demand all foreclosure action cease due to either false, misreported or incorrect information follows :

Prior to January 2013 I managed all bills to include paying the Mortgage, due to suffering a heart attack and subsequently having several stent implanted, my spouse, Nancy, was forced to take over making payments. Not having done so ever since we have been married she inadvertently overlooked several bills, additionally I didn't have any system for my wife to follow. I do not work due to military service connected disability and receive military retirement from which I pay the monthly bills. Normally I don't receive the retirement check till the first of the month, January 1st being a U S Government holiday the government normally sends the payment the next business day. In December I informed the Mortgage Company, when I paid the December bill (via debit card), the January bill would be several days late due to the Government holiday and I wasn't sure what date the holiday closure time period would be (company recorded telephone line). Shortly after the 1st of January 2013I became ill and suffered a heart attack.

In January 2013 Nancy had assumed I paid the January mortgage and other payments before my heart attack. In February, she developed a binder for our monthly bills in the event I am unable to pay the monthly payments she will be able to do so. Nancy has made all payments to the Mortgage Company by check. Starting with check number 1310 for $817.41, subsequently cashed by the mortgage company and documented on NC State Employee Credit Union (NC SECU) monthly statement dated 02-21-13, page 5.

Nancy also sent the following checks for mortgage payments annotated by date: 03-05-13 $777.15 Check #1313, 04-01-13 $777.15 Check #1316 and 05-0313 $777.15 Check #1317. All checks were

Appellate Case No.
2015-002253

Exhibit 12 Pg 1 of 6

Att 2 pg 1

sent to Coldwell Banker Mgt, PO Box 371458, Pittsburg, PA 15250 none of which were processed by NC SBCU. I have since stopped payment on those checks to Coldwell Banker due to not knowing who is possession of those outstanding checks.
Your assistance in terminating frclosure action is greatly appreciated.

Norman D. Lowery

Subject: Request for status update; Ref Docket Nr. 13-1503, PHH Mortgage Corporation vs. Norman D. Lowery, filed May 14 2013

From: Norman Lowery (lowerynd@yahoo.com)

To: payoffreins@rtt-law.com;

Date: Wednesday, June 5, 2013 8:43 AM

I request a written update as to the status of the above listed foreclosure as well as the status of requested documents. Norm Lowery

Subject: PHH v. Norman Lowery; 011227-01181

From: Maryann Capoccia (Maryann.Capoccia@rtt-law.com)

To: lowerynd@yahoo.com;

Date: Wednesday, June 12, 2013 10:23 AM

Mr. Lowery,

Attached please find a letter from our attorney in response to your letter dated June 5, 2013. Thank you.

Best,

Maryann Capoccia

ROGERS TOWNSEND
ATTORNEYS AT LAW

Maryann Capoccia
Contested Foreclosure Paralegal

Direct 803.744.5229
Fax 803.343.7013

Rogers Townsend & Thomas, PC
220 Executive Center Drive
Columbia, SC 29210

Main 803.771.7900
Visit rtt-law.com

NOTICES
PRIVILEGED AND CONFIDENTIAL: This electronic message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is attorney-client privileged, may be confidential work product, or may be exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is wrongful, is strictly prohibited, and may subject you to civil liability. If you have received this communication in error, please immediately notify us by telephone at 803-771-7900 (Columbia office) or 704-442-9500 (Charlotte office) or by return e-mail, and destroy any copies (electronic, paper, or otherwise) that you may have of this communication.

DEBT COLLECTOR: This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only as an attempt to enforce a lien.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with certain U.S. Treasury regulations, we inform you that, unless expressly stated otherwise, any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of avoiding tax-related penalties that may be imposed by the IRS or to promote, market or recommend to any party any tax-related matter addressed herein. In addition, if any such tax advice is used or referred to by other parties in promoting, marketing or recommending any partnership or other entity, investment plan or arrangement, then (i) the advice should be construed as written in connection with the promotion or marketing by others of the transaction(s) or matter(s) addresses in this communication and (ii) the taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200 (29202)
220 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803.744.4444 F 803.343.7913
WWW.RTT-LAW.COM

ROGERS TOWNSEND
ATTORNEYS AT LAW

SENT VIA EMAIL: lowerynd@yahoo.com

June 11, 2013

Norman D. Lowery
727 Sweet Meadow Ln
Clover, SC 29710

Re: Norman Lowery
Loan No. 7116927869
Our File No. 011227-01181

Dear Mr. Lowery:

I received your status update request dated June 5, 2013 regarding the above referenced file. Please be aware that we are unable to offer you any legal advice.

In response to your dispute of the debt, my firm has placed its file on hold until the debt is validated by my client. Please note that this hold may not alleviate the requirements imposed upon you by the Rules of Civil Procedure or any other applicable court rules or orders, including the time specified to file and serve a responsive pleading to the allegations of the complaint.

Once we receive the validation of debt and other documents from our client, my firm will serve these upon you.

Sincerely,

Jennifer W. Rubin
Robert P. Davis
Vance L. Brabham
Attorneys for Plaintiff

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

Attach #9
Pg 4

Subject: Re: Automatic reply: account # 7116927869

From: Norman Lowery (lowerynd@yahoo.com)

To: Statusreq@rtt-law.com;

Date: Thursday, May 16, 2013 10:04 AM

In order to get this account up to date I will make payments of $1,800 on the first of each month until the account is current. thanks Norman Lowery

---

From: Statusreq <Statusreq@rtt-law.com>
To: Norman Lowery <lowerynd@yahoo.com>
Sent: Wednesday, May 15, 2013 12:14 PM
Subject: Automatic reply: account # 7116927869

Automatic Reply

The law firm of Rogers Townsend & Thomas, PC has received your correspondence and will process it accordingly. PLEASE NOTE: Our law firm is not permitted by our clients, without express permission, to voluntarily consent to any request for a continuation or postponement of an upcoming hearing or sale. Therefore, unless there is some legal requirement (such as notice of a bankruptcy filing) that requires our firm to "stay" or cease collection activities on a particular account, the hearing or sale will proceed as scheduled unless our client elects to consent to your request. Therefore, if you have sent a request for a continuance and you DO NOT hear from us regarding your request prior to the hearing or sale, please assume that our client has not consented to your request and react as you or your counsel deem appropriate.

Thank you,
The Default Services Department
Communications Team

NOTICES

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Norman Lowery
Appellate Case No.
2015-002253

related penalties that may be imposed by the IRS or to promote, market or recommend to any party any tax-related matter addressed herein. In addition, if any such tax advice is used or referred to by other parties in promoting, marketing or recommending any partnership or other entity, investment plan or arrangement, then (i) the advice should be construed as written in connection with the promotion or marketing by others of the transaction(s) or matter(s) addresses in this communication and (ii) the taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

ubject: Ref Docket Nr. 13-1503, PHH Mortgage Corporation vs. Norman D. Lowery, filed May 14 2013

om: Norman Lowery (lowerynd@yahoo.com)

o: payoffrelns@rtt-law.com;

ate: Thursday, May 23, 2013 10:48 AM

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reading Court documents delivered to me, Ref Docket Nr. 13-1503, PHH Mortgage Corporation vs. orman D. Lowery, filed May 14 2013, Notice: para 3. States: *"The debt described in this notice will assumed to be valid by the Creditor's law firm unless you, the Consumer, within thirty (30) days ter the receipt this notice, dispute the validity of the debt or any portion thereof"*, and para 4. tates: *"If you the Consumer, notify the Creditor's law firm in writing within thirty (30) days of the ceipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will btain verification of the debt, and a copy of the verification and a verification will be mailed to you, e Consumer, by the Creditor's law firm"*. I dispute any and all foreclosure actions for inadvertently issing one (1) mortgage payment and demand all foreclosure action cease due to either false, isreported or incorrect information follows :

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ur assistance in terminating frclosure action is greatly appreciated.

rman D. Lowery

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 14 Pg 2 of 2

Subject: PHH v. Norman Lowery; 011227-01181

From: Maryann Capoccia (Maryann.Capoccia@rtt-law.com)

To: loweryn6@yahoo.com;

Date: Wednesday, June 12, 2013 10:23 AM

Mr. Lowery,

Attached please find a letter from our attorney in response to your letter dated June 5, 2013. Thank you.

Best,

Maryann Capoccia

ROGERS TOWNSEND
ATTORNEYS AT LAW

Maryann Capoccia
Contested Foreclosure Paralegal

Direct 803.744.5229
Fax 803.343.7013

Rogers Townsend & Thomas, PC
220 Executive Center Drive
Columbia, SC 29210

Main 803.771.7900
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Attach B pg 2

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ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200 (29202)
120 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803.744.4444 F 803.343.7013
WWW.RTT-LAW.COM

ROGERS TOWNSEND
ATTORNEYS AT LAW

SENT VIA EMAIL: lowerynd@yahoo.com

June 12, 2013

Norman D. Lowery
727 Sweet Meadow Ln
Clover, SC 29710

Re: Norman Lowery
Loan No. 7116927869
Our File No. 011227-01181

Dear Mr. Lowery:

I received your status update request dated June 5, 2013 regarding the above referenced file. Please be aware that we are unable to offer you any legal advice.

In response to your dispute of the debt, my firm has placed its file on hold until the debt is validated by my client. Please note that this hold may not alleviate the requirements imposed upon you by the Rules of Civil Procedure or any other applicable court rules or orders, including the time specified to file and serve a responsive pleading to the allegations of the complaint.

Once we receive the validation of debt and other documents from our client, my firm will serve these upon you.

Sincerely,

Jennifer W. Rubin
Robert P. Davis
Vance L. Brabham
Attorneys for Plaintiff

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

Plaintiff's Ex #9 Pg 4

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 15 Pg 3 of 3

Subject: RE: PHH v. Norman Lowery; 011227-01181

From: Maryann Capoccia (Maryann.Capoccia@rtt-law.com)

To: lowerynd@yahoo.com;

Date: Tuesday, June 18, 2013 8:59 AM

Mr. Lowery,

We will send it out as soon as we receive it from our client. Thank you.

Best,

Maryann Capoccia

ROGERS TOWNSEND
ATTORNEYS AT LAW

Maryann Capoccia
Contested Foreclosure Paralegal

Rogers Townsend & Thomas, PC
220 Executive Center Drive
Columbia, SC 29210

Direct 803.744.5229
Fax 803.343.7013

Main 803.771.7900
Visit rtt-law.com

From: Norman Lowery [mailto:lowerynd@yahoo.com]
Sent: Friday, June 14, 2013 1:32 PM
To: Maryann Capoccia
Subject: Re: PHH v. Norman Lowery; 011227-01181

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 16 Pg 1 Of 1

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DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200 (29202)
220 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803.744.4444 F 803.343.7012
WWW.RTT-LAW.COM

ROGERS TOWNSEND
ATTORNEYS AT LAW

30 Sept 2014

Norman D. Lowery
727 Sweet Meadow Ln
Clover, SC 29710
lowerynd@yahoo.com

Re: PHH Mortgage Corporation vs. Norman Lowery
Case No. 14-CP-46-2394; York County
Our File No. 011227-01447

Dear Sir:

This letter is in response to your inquiry regarding certain payments with respect to your mortgage loan, #7116927869. First, regarding check number 2013199158 in the amount of 817.41, this check was stopped and reissued as check number 2013911073 on August 20, 2013 and was cashed on October 28, 2013. Regarding the checks written by your wife (sequence 1312-March 2013, 1316-April 2013 and 1317-May 2013), please provide front and back copies of these checks and we will forward them to our client for research. Thank you.

Regards,

Vance L. Brabham
H. Guyton Murrell
Attorneys for Plaintiff

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

Nationstar MORTGAGE

May 29, 2015

RE: Return Funds – Insufficient To Resolve Delinquency

Dear Nationstar Borrower:

At Nationstar Mortgage, we strive to keep our customers informed on matters relating to their loan.

We have recently received payment on your behalf and are returning these funds as they are insufficient to bring your account current.

Account statuses are subject to change. Please contact us for up-to-date account information and amounts owed.

If you have any questions, please contact our Customer Service Department at (888) 480-2432 between the hours of 8:00 a.m. to 8:00 p.m. (CTS), Monday through Thursday and 8:00 a.m. to 6:00 p.m. (CST) on Friday.

Sincerely,

Nationstar Mortgage LLC
Customer Service Department

This is an attempt to collect a debt and any information obtained will be used for that purpose.

P.S. If you have any questions, please call us at (888) 480-2432 Monday through Thursday between 8:00 a.m. and 8:00 p.m. (CST), or Friday between 8:00 a.m. and 6:00 p.m. (CST).

Visit us online at www.MyNationstarMtg.com for more information

If this account is active or has been discharged in a bankruptcy proceeding, be advised this communication is for informational purposes only and not an attempt to collect a debt. Please note however, we reserve the right to enforce our legal rights only against the property securing the original obligation

Nationstar Mortgage LLC
8950 Cypress Waters Blvd.
Coppell, Texas 75019

0003800245

DATE	LOAN NUMBER	NAME	POLICY NUMBER OR TAX ID	AMOUNT
05/29/15	0623608460	LOWERY	N 343E629A RETURN OF FUNDS	227.90
	0623608460	LOWERY	N 343E629A RETURN OF FUNDS	338.00

THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED ABOVE - IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

Nationstar Mortgage LLC
Misc Suspense/Disbursements (Escrow Disb)
8950 Cypress Waters Blvd.
Coppell, Texas 75019

Wells Fargo Bank, N.A.
San Francisco, CA 94103
11-24
1219

0003800245

CHECK/AUDIT NO.	DATE
0003800245	05/29/15

PAY **********565 DOLLARS AND 90 CENTS **$565.90**

TO THE ORDER OF
NORMAN D LOWERY
727 SWEET MEADOW LN LN
Nationstar v. Lowery SUMTER SC 29710
Appellate Case No.
2015-002253

Nationstar Mortgage

VOID IF NOT CASHED WITHIN 180 DAYS

⑈0003800245⑈ ⑆121000248⑆ 4121888218⑈

DATE 06/14/2013

THE MORTGAGE SERVICE CENTER
4001 LEADENHALL ROAD
MT LAUREL, NJ 08054

CUSTOMER ACCOUNT ACTIVITY STATEMENT

MORT NAME NORMAN LOWERY
STREET 727 SWEET MEADOW LN LN
CITY STATE ZIP CLOVER, SC. 29710

LOAN NUMBER: [redacted]

ACTIVITY FOR PERIOD 01/01/2010 - 12/31/2010

Loan Number	Transaction Date	Transaction Code	Due Date	Fees Assessed	Fees Paid	Suspense Amount	Principal Amount	Interest Amount	Escrow Amount	Advance Amount	Total Amount	Principal Balance	Escrow Balance	Advance Balance	Suspense Balance
7116927669	01/01/2010											0.00	0.00	0.00	0.00
7116927669	07/14/2010	142		0.00	0.00	0.00	-95000.00	0.00	0.00	0.00	-95000.00	95000.00	0.00	0.00	0.00
7116927669	07/22/2010	143		0.00	0.00	0.00	0.00	265.81	0.00	0.00	0.00	95000.00	0.00	0.00	0.00
7116927669	07/23/2010	170	06/01/2010	0.00	0.00	0.00	0.00	0.00	369.12	0.00	369.12	95000.00	369.12	0.00	0.00
7116927669	08/09/2010	173	09/01/2010	0.00	0.00	0.00	106.46	426.52	117.69	0.00	649.67	94893.54	476.81	0.00	0.00
7116927669	09/09/2010	173	10/01/2010	0.00	7.50	0.00	0.00	0.00	0.00	0.00	7.50	94893.54	476.81	0.00	0.00
7116927669	09/09/2010	73		-7.50	0.00	0.00	0.00	0.00	0.00	0.00	-7.50	94893.54	476.81	0.00	0.00
7116927669	10/15/2010	173	10/01/2010	0.00	0.00	0.00	106.84	425.04	117.69	0.00	649.67	94786.60	588.59	0.00	0.00
7116927669	10/15/2010	173	11/01/2010	0.00	12.50	0.00	0.00	0.00	0.00	0.00	12.50	94786.60	588.59	0.00	0.00
7116927669	10/15/2010	73		-12.50	0.00	0.00	0.00	0.00	0.00	0.00	-12.50	94786.60	588.59	0.00	0.00
7116927669	11/16/2010	182		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94786.60	588.59	0.00	0.00
7116927669	11/18/2010	312	12/01/2010	0.00	0.00	0.00	0.00	0.00	-227.32	0.00	0.00	94786.60	361.17	0.00	0.00
7116927669	12/16/2010	182		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94786.60	361.17	0.00	0.00
7116927669	12/31/2010											94786.60	361.17	0.00	0.00

CUSTOMER ACCOUNT ACTIVITY STATEMENT

MORTGAGOR NAME: NORMAN LOWERY
STREET: 727 SWEET MEADOW LN LN
CITY,STATE,ZIP: CLOVER, SC, 29710

LOAN NUMBER: [redacted]

ACTIVITY FOR PERIOD 01/01/2011 - 12/31/2011

Loan Number	Transaction Date	Transaction Code	Due Date	Fees Assessed	Fees Paid	Suspense Amount	Principal Amount	Interest Amount	Escrow Amount	Advance Amount	Total Amount	Principal Balance	Escrow Balance	Advance Balance	Suspense Balance
7116927669	01/01/2011											94756.60	391.17	0.00	0.00
7116927669	01/04/2011	173	11/01/2010	0.00	0.00	0.00	107.41	424.57	117.69	0.00	649.67	94678.19	478.86	0.00	0.00
7116927669	01/04/2011	173	12/01/2010	0.00	0.00	0.00	107.99	424.99	117.69	0.00	649.67	94671.20	596.55	0.00	0.00
7116927669	01/04/2011	173	01/01/2011	0.00	42.54	0.00	0.00	0.00	0.00	0.00	42.54	94671.20	596.55	0.00	0.00
7116927669	01/04/2011	173	01/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	94671.20	596.55	0.00	0.00
7116927669	01/04/2011	73		-42.54	0.00	0.00	0.00	0.00	0.00	0.00	-42.54	94671.20	596.55	0.00	0.00
7116927669	01/04/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	94671.20	596.55	0.00	0.00
7116927669	01/19/2011	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94671.20	596.55	0.00	0.00
7116927669	02/02/2011	173	01/01/2011	0.00	0.00	0.00	108.38	423.60	117.69	0.00	649.67	94462.91	714.24	0.00	0.00
7116927669	02/02/2011	173	02/01/2011	0.00	0.00	0.00	108.66	423.12	117.69	0.00	649.67	94354.05	831.93	0.00	0.00
7116927669	02/02/2011	173	02/01/2011	0.00	21.27	0.00	0.00	0.00	0.00	0.00	21.27	94354.05	831.93	0.00	0.00
7116927669	02/02/2011	173	02/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	94354.05	831.93	0.00	0.00
7116927669	02/02/2011	73		-21.27	0.00	0.00	0.00	0.00	0.00	0.00	-21.27	94354.05	831.93	0.00	0.00
7116927669	02/02/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	94354.05	831.93	0.00	0.00
7116927669	03/01/2011	173	03/01/2011	0.00	0.00	0.00	109.93	422.63	117.69	0.00	649.67	94244.70	949.62	0.00	0.00
7116927669	03/01/2011	173	04/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	94244.70	949.62	0.00	0.00
7116927669	03/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	94244.70	949.62	0.00	0.00
7116927669	04/01/2011	173	04/01/2011	0.00	0.00	0.00	109.64	422.14	117.69	0.00	649.67	94134.86	1067.31	0.00	0.00
7116927669	04/18/2011	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94134.86	1067.31	0.00	0.00
7116927669	05/01/2011	173	05/01/2011	0.00	0.00	0.00	110.33	421.65	117.69	0.00	649.67	94024.53	1185.00	0.00	0.00
7116927669	05/01/2011	173	05/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	94024.53	1185.00	0.00	0.00
7116927669	05/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	94024.53	1185.00	0.00	0.00
7116927669	05/16/2011	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	94024.53	1185.00	0.00	0.00
7116927669	07/01/2011	173	06/01/2011	0.00	0.00	0.00	110.53	421.15	117.69	0.00	649.67	93913.70	1302.69	0.00	0.00
7116927669	07/01/2011	173	07/01/2011	0.00	42.54	0.00	0.00	0.00	0.00	0.00	42.54	93913.70	1302.69	0.00	0.00
7116927669	07/01/2011	173	07/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93913.70	1302.69	0.00	0.00
7116927669	07/01/2011	73		-42.54	0.00	0.00	0.00	0.00	0.00	0.00	-42.54	93913.70	1302.69	0.00	0.00
7116927669	07/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93913.70	1302.69	0.00	0.00
7116927669	07/06/2011	351	07/01/2011	0.00	0.00	0.00	0.00	0.00	-1112.00	0.00	0.00	93913.70	190.69	0.00	0.00
7116927669	07/18/2011	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	93913.70	190.69	0.00	0.00
7116927669	07/20/2011	307		0.00	0.00	0.00	0.00	0.00	-78.70	0.00	0.00	93913.70	101.99	0.00	0.00
7116927669	08/02/2011	173	07/01/2011	0.00	0.00	0.00	111.32	420.66	117.69	0.00	649.67	93802.38	219.68	0.00	0.00
7116927669	08/02/2011	173	08/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93802.38	219.68	0.00	0.00
7116927669	08/02/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93802.38	219.68	0.00	0.00
7116927669	08/16/2011	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	93802.38	219.68	0.00	0.00
7116927669	09/01/2011	173	08/01/2011	0.00	0.00	0.00	111.82	420.18	117.69	0.00	649.67	93690.56	337.37	0.00	0.00
7116927669	09/01/2011	173	09/01/2011	0.00	0.00	0.00	112.32	419.68	112.44	0.00	644.42	93578.24	449.81	0.00	0.00
7116927669	09/01/2011	173	10/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93578.24	449.81	0.00	0.00
7116927669	09/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93578.24	449.81	0.00	0.00
7116927669	10/03/2011	173	10/01/2011	0.00	0.00	0.00	112.83	419.15	112.44	0.00	644.42	93465.41	562.25	0.00	0.00
7116927669	10/03/2011	173	11/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93465.41	562.25	0.00	0.00
7116927669	10/03/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93465.41	562.25	0.00	0.00
7116927669	11/02/2011	173	11/01/2011	0.00	0.00	0.00	113.33	418.65	112.44	0.00	644.42	93352.08	674.69	0.00	0.00
7116927669	11/02/2011	173	12/01/2011	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93352.08	674.69	0.00	0.00
7116927669	11/02/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93352.08	674.69	0.00	0.00
7116927669	12/01/2011	173	12/01/2011	0.00	0.00	0.00	113.84	418.14	112.44	0.00	644.42	93238.24	787.13	0.00	0.00
7116927669	12/01/2011	912	12/01/2011	0.00	0.00	0.00	0.00	0.00	-1787.05	0.00	0.00	93238.24	-1000.83	0.00	0.00
7116927669	12/01/2011	173	01/01/2012	0.00	21.47	0.00	0.00	0.00	0.00	0.00	21.47	93238.24	-1000.83	0.00	0.00
7116927669	12/01/2011	173	01/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93238.24	-1000.83	0.00	0.00
7116927669	12/01/2011	73		-21.47	0.00	0.00	0.00	0.00	0.00	0.00	-21.47	93238.24	-1000.83	0.00	0.00
7116927669	12/01/2011	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93238.24	-1000.83	0.00	0.00
7116927669	12/31/2011											93238.24	-1000.83	0.00	0.00

Nationstar v. Lowery
Appellate Case No. 2015-002253

08/14/2013

THE MORTGAGE SERVICE CENTER
4001 LEADENHALL ROAD
MT LAUREL, NJ 08054

CUSTOMER ACCOUNT ACTIVITY STATEMENT

MORT NAME NORMAN LOWERY
STREET 727 SWEET MEADOW LN LN
CITY STATE ZIP CLOVER, SC, 29710

LOAN NUMBER [redacted]

ACTIVITY FOR PERIOD 01/01/2012 - 12/31/2012

Loan Number	Transaction Date	Transaction Code	Due Date	Fees Assessed	Fees Paid	Suspense Amount	Principal Amount	Interest Amount	Escrow Amount	Advance Amount	Total Amount	Principal Balance	Escrow Balance	Advance Balance	Suspense Balance
7116927869	01/01/2012											93238.24	-1000.83	0.00	0.00
7116927869	01/04/2012	173	01/01/2012	0.00	0.00	0.00	114.35	417.63	112.44	0.00	644.42	93123.89	-888.39	0.00	0.00
7116927869	01/04/2012	173	02/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	93123.89	-888.39	0.00	0.00
7116927869	01/04/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	93123.89	-888.39	0.00	0.00
7116927869	02/01/2012	173	02/01/2012	0.00	0.00	0.00	114.88	417.12	377.15	0.00	909.13	93009.03	-511.24	0.00	0.00
7116927869	03/02/2012	173	03/01/2012	0.00	0.00	0.00	115.38	416.60	377.15	0.00	909.13	92893.65	-134.09	0.00	0.00
7116927869	03/02/2012	173	04/01/2012	0.00	1.50	0.00	0.00	0.00	0.00	0.00	1.50	92893.65	-134.09	0.00	0.00
7116927869	03/02/2012	73		-1.50	0.00	0.00	0.00	0.00	0.00	0.00	-1.50	92893.65	-134.09	0.00	0.00
7116927869	04/02/2012	173	04/01/2012	0.00	0.00	0.00	116.89	416.09	377.15	0.00	909.13	92777.76	243.06	0.00	0.00
7116927869	04/02/2012	173	05/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	92777.76	243.06	0.00	0.00
7116927869	04/02/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	92777.76	243.06	0.00	0.00
7116927869	05/03/2012	173	05/01/2012	0.00	0.00	0.00	116.41	416.57	377.15	0.00	909.13	92661.35	620.21	0.00	0.00
7116927869	05/03/2012	173	06/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	92661.35	620.21	0.00	0.00
7116927869	05/03/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	92661.35	620.21	0.00	0.00
7116927869	06/04/2012	173	06/01/2012	0.00	0.00	0.00	116.93	416.05	377.15	0.00	909.13	92544.42	997.36	0.00	0.00
7116927869	06/04/2012	173	07/01/2012	0.00	21.07	0.00	0.00	0.00	0.00	0.00	21.07	92544.42	997.36	0.00	0.00
7116927869	06/04/2012	173	07/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	92544.42	997.36	0.00	0.00
7116927869	06/04/2012	73		-21.07	0.00	0.00	0.00	0.00	0.00	0.00	-21.07	92544.42	997.36	0.00	0.00
7116927869	06/04/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	92544.42	997.36	0.00	0.00
7116927869	07/02/2012	173	07/01/2012	0.00	0.00	0.00	117.46	416.52	377.15	0.00	909.13	92426.96	1374.51	0.00	0.00
7116927869	07/02/2012	173	08/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	92426.96	1374.51	0.00	0.00
7116927869	07/02/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	92426.96	1374.51	0.00	0.00
7116927869	07/03/2012	351	07/01/2012	0.00	0.00	0.00	0.00	0.00	-1123.00	0.00	0.00	92426.96	251.51	0.00	0.00
7116927869	08/06/2012	173	08/01/2012	0.00	0.00	0.00	117.98	414.90	377.15	0.00	909.13	92308.98	628.66	0.00	0.00
7116927869	08/06/2012	173	09/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	92308.98	628.66	0.00	0.00
7116927869	08/06/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	92308.98	628.66	0.00	0.00
7116927869	09/17/2012	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	92308.98	628.66	0.00	0.00
7116927869	10/01/2012	173	09/01/2012	0.00	0.00	0.00	118.51	413.47	377.15	0.00	909.13	92190.47	1005.81	0.00	0.00
7116927869	10/01/2012	173	10/01/2012	0.00	0.00	0.00	118.04	412.94	377.15	0.00	908.13	92071.43	1382.96	0.00	0.00
7116927869	10/01/2012	173	11/01/2012	0.00	21.27	0.00	0.00	0.00	0.00	0.00	21.27	92071.43	1382.96	0.00	0.00
7116927869	10/01/2012	73		-21.27	0.00	0.00	0.00	0.00	0.00	0.00	-21.27	92071.43	1382.96	0.00	0.00
7116927869	11/05/2012	173	11/01/2012	0.00	0.00	0.00	119.58	412.40	377.15	0.00	909.13	91951.85	1760.11	0.00	0.00
7116927869	11/05/2012	√ 173	12/01/2012	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	91951.85	1760.11	0.00	0.00
7116927869	11/05/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	91951.85	1760.11	0.00	0.00
7116927869	12/07/2012	312	12/01/2012	0.00	0.00	0.00	0.00	0.00	-1919.10	0.00	0.00	91951.85	-58.99	0.00	0.00
7116927869	12/10/2012	173	12/01/2012	0.00	0.00	0.00	120.11	411.87	377.15	0.00	909.13	91831.74	318.16	0.00	0.00
7116927869	12/10/2012	173	01/01/2013	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50	91831.74	318.16	0.00	0.00
7116927869	12/10/2012	73		-17.50	0.00	0.00	0.00	0.00	0.00	0.00	-17.50	91831.74	318.16	0.00	0.00
7116927869	12/31/2012											91831.74	318.16	0.00	0.00

SC Appellate Case No. 2015-002253 266
Exhibit 19 Pg 3 of 13

Posted Date	Effective Date	+/-	Amount	Transaction Description	Ending Balance
12-28-10	12-28-10	-	[redacted]	INTERLINK POS DEBIT L340 TIME 03.41 PM DATE 12-23 [redacted] NC	
12-28-10	12-28-10	-	[redacted]	INTERLINK POS DEBIT L340 TIME 03.37 PM DATE 12-23 [redacted] NC	
12-28-10	12-28-10	-	[redacted]	INTERLINK POS DEBIT L340 TIME 04.17 PM DATE 12-23 [redacted] GASTONIA NC	
12-28-10	12-28-10	-	[redacted]	INTERLINK POS DEBIT L343 TIME 08.10 AM DATE 12-24 [redacted] CLOVER SC	
12-28-10	12-28-10	-	[redacted]	INTERLINK POS DEBIT L341 TIME 09.60 AM DATE 12-24 [redacted] YORK SC	
12-28-10	12-28-10	-	[redacted]	VISA CHECK POS DEBIT L340 DATE 12-23 [redacted] GASTONIA	
12-28-10	12-28-10	-	[redacted]	VISA CHECK POS DEBIT L340 DATE 12-23 [redacted] 0037GASTONIA	
12-28-10	12-28-10	-	[redacted]	VISA CHECK POS DEBIT L340 DATE 12-25 [redacted]	
12-28-10	12-28-10	-	[redacted]	VISA CHECK POS DEBIT L340 DATE 12-23 AUTOPAY/DISH NTWK 800-894-9131	[redacted]
12-29-10	12-30-10	+	[redacted].00	[redacted] 010381002731786	
12-29-10	12-29-10	-	[redacted]	[redacted] L340 DATE 12-28 [redacted] 610-7571929	
12-29-10	12-29-10	-	.75	INTERNATIONAL TRANSACTION FEE L340 TIME 11.20 AM DATE 12-29 [redacted] 610-7571929	[redacted]
12-30-10	12-30-10	-	[redacted]	VISA CHECK POS DEBIT L340 DATE 12-28 [redacted] GASTONIA	[redacted]
01-03-11	01-03-11	+	[redacted]	DFAS-CLEVELAND RET NET 010363003607199	
01-03-11	01-03-11	-	[redacted]	VISA CHECK POS DEBIT L340 DATE 01-02 [redacted] 888-2287436	
01-03-11	01-03-11	-	[redacted]	INTERNATIONAL TRANSACTION FEE L340 TIME 03.12 AM DATE 01-03 PAY-LOVBILL.COM 888-2287436	
01-03-11	01-03-11	-	[redacted]	[redacted] INS PREM 011003004574010	[redacted]
01-04-11	01-04-11	-	.75	ATM USAGE FEE	
01-04-11	01-04-11	-	[redacted]	[redacted] L340 TIME 02.40 PM DATE 01-03 [redacted] YORK SC	
01-04-11	01-04-11	-	[redacted]	VISA CHECK POS DEBIT L340 DATE 01-03 [redacted] YORK	
01-04-11	01-04-11	-	[redacted]	[redacted] L340 DATE 01-03 [redacted] YORK	
01-04-11	01-04-11	-	1,359.38	Mortgage Svc Ctr Mortgage 011004005014028	[redacted]

State Employees' Credit Union

NORMAN D LOWERY
Account Number: [redacted]4019

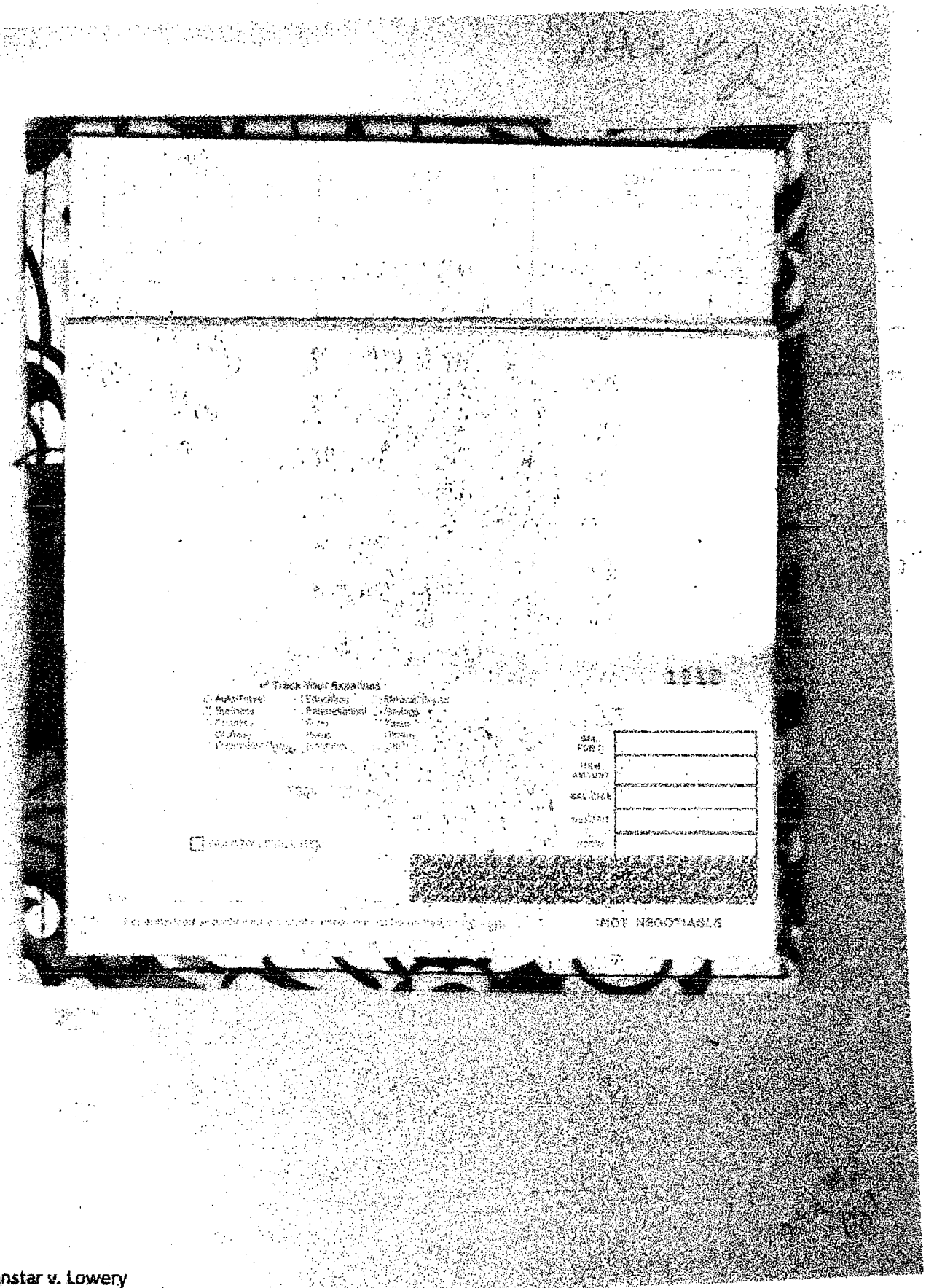
Statement Date: 02-22-11

Posted Date	Effective Date	+/-	Amount	Transaction Description	Ending Balance
02-02-11	02-02-11	-	[redacted]	[redacted] 011033004043783	[redacted]
02-03-11	02-03-11	-	[redacted]	INTERLINK POS DEBIT L343 TIME 05.50 PM DATE 02-02 [redacted] 124CLOVER SC	
02-03-11	02-03-11	-	[redacted]	VISA CHECK POS DEBIT L340 DATE 02-02 [redacted] 0018WELCOME	
02-03-11	02-03-11	-	[redacted]	VISA CHECK POS DEBIT L340 DATE 02-01 [redacted] 1501CLOVER	
02-03-11	02-03-11	-	1,338.11	Mortgage Svc Cd Mortgage 011034004420336	1,245.48
02-04-11	02-04-11	-	[redacted]	INTERLINK POS DEBIT L341 TIME 02.23 PM DATE 02-03 [redacted]	
02-04-11	02-04-11	-	[redacted]	VISA CHECK POS DEBIT L340 DATE 02-02 [redacted]	
02-04-11	02-04-11	-	[redacted]	VISA CHECK POS DEBIT L340 DATE 02-02 SEDC PAYMENT 876-0052579 [redacted]	
02-04-11	02-04-11	-	[redacted]	011034004776808	[redacted]17
02-04-11	02-04-11	-	[redacted]	CHASE EPAY 011034004730978	
02-07-11	02-07-11	-	[redacted]	INTERLINK POS DEBIT L343 TIME 06.17 PM DATE 02-05 [redacted] GASTONIA NC	
02-07-11	02-07-11	-	[redacted]	INTERLINK POS DEBIT L341 TIME 11.23 AM DATE 02-06 [redacted] SC	
02-07-11	02-07-11	-	[redacted]	[redacted] L340 TIME 05.13 PM DATE 02-04 [redacted]	
02-07-11	02-07-11	-	[redacted]	INTERLINK POS DEBIT L341 TIME 01.26 PM DATE 02-06 [redacted]	
02-07-11	02-07-11	-	[redacted]	INTERLINK POS DEBIT L343 TIME 10.58 AM DATE 02-06 [redacted] SC	
02-07-11	02-07-11	-	[redacted]	VISA CHECK POS DEBIT L340 DATE 02-05 [redacted] 888-2287436	
02-07-11	02-07-11	-	[redacted]	VISA CHECK POS DEBIT L340 DATE 02-03 [redacted] SHCLOVER	
02-07-11	02-07-11	-	[redacted]	[redacted] L340 TIME 02.06 PM DATE 02-07 [redacted] COM 888-2287436	
02-07-11	02-04-11	-	[redacted]	[redacted]	[redacted]
02-09-11	02-09-11	-	[redacted]	VISA CHECK POS DEBIT L340 DATE 02-07 [redacted]	
02-15-11	02-15-11	-	[redacted]	ATM USAGE FEE	[redacted]
02-15-11	02-15-11	-	[redacted]	[redacted] L343 TIME 01.65 PM DATE 02-14 247 HANDS MILL HWROCK HILL SC	

Nationstar v. Lowery
Appellate Case No.
2015-002253

Statement is continued on next page

Exhibit 19 Pg 5 Of 13



Nationstar v. Lowery
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NORMAN D LOWERY
Account Number [redacted]019

Statement Date: 02-21-13
Page 5

Posted Date	Effective Date	+/-	Amount	Transaction Description	Ending Balance
02-08-13	02-08-13	-	[redacted]	POINT OF SALE DEBIT [redacted]2-06 SUBWAY [redacted] 0029YORK	1,792.41
02-11-13	02-11-13	-	[redacted]16	[redacted] DEBIT [redacted] TIME 08.26 AM DATE 02-09 BORDERLINE MINI CLOVER SC	
02-11-13	02-11-13	-	[redacted]27	POINT OF SALE DEBIT [redacted] 11.48 AM DATE 02-08 WAL-MART SUPER YORK SC	
02-11-13	02-11-13	-	[redacted]	POINT OF SALE DEBIT [redacted]22 AM DATE 02-08 MURPHY EXPRESS ROCK HILL SC	
02-11-13	02-11-13	-	[redacted]67	POINT OF SALE DEBIT [redacted] 11.29 AM DATE 02-08 WAL-MART SUPER YORK SC	
02-11-13	02-11-13	-	[redacted]33	POINT OF SALE DEBIT [redacted] 01.12 PM DATE 02-10 [redacted]YORK SC	
02-11-13	02-11-13	-	[redacted].01	POINT OF SALE DEBIT L340 TIME 09.12 AM DATE 02-11 [redacted] CLOVER SC	
02-11-13	02-11-13	-	[redacted].87	POINT OF SALE DEBIT L341 TIME 04.24 PM DATE 02-09 [redacted] ROCK HILL SC	
02-11-13	02-11-13	-	[redacted]4	POINT OF SALE DEBIT [redacted] 02-08 [redacted].com AMZN.COM/BIL	
02-11-13	02-11-13	-	[redacted]5	POINT OF SALE DEBIT [redacted] OTL*SCORESENSE.COM800-679-6327	
02-11-13	02-11-13	-	[redacted]	STATE FARM RO 27 PYMT 013042004973398 CK#1311	
02-11-13	02-11-13	-	817.41	MORTGAGE SVC CTR CHECKPYMT 013042005006085 CK#1310	[redacted]
02-12-13	02-12-13	-	[redacted]7	POINT OF SALE DEBIT [redacted]2 Amazon Video On De866-216-1072	
02-12-13	02-12-13	-	[redacted]9	POINT OF SALE DEBIT [redacted]11 [redacted] 800-331-0500	
02-12-13	02-12-13	-	[redacted]5	[redacted] SALE DEBIT [redacted] 02-11 [redacted]SKI CRYSTAL 401-4636400	
02-13-13	02-13-13	-	[redacted]8	POINT OF SALE DEBIT [redacted] TIME 02.43 PM DATE 02-12 WAL-MART #1688 CHARLOTTE NC	
02-13-13	02-13-13	-	[redacted]	POINT OF SALE DEBIT [redacted]E 02-12 Amazon Video On De866-216-1072	
02-14-13	02-14-13	-	[redacted]7	POINT OF [redacted] SALE DEBIT [redacted] TIME 09.33 AM DATE 02-14 WAL-MART SUPER GASTONIA NC	
02-14-13	02-14-13	-	[redacted]	POINT OF SALE DEBIT [redacted] TIME 09.11 AM DATE 02-14 BORDERLINE MINI CLOVER SC	
02-15-13	02-15-13	-	[redacted]9	POINT OF SALE DEBIT [redacted]ME 03.31 PM DATE 02-14 DM OF YORK INC YORK SC	

(Ref by MH Nicole)
2013199158
817.41

Statement is continued on next page

Exhibit 19 pg 7 of 13 NML

Atch 3 pg 2

COLDWELL BANKER MORTGAGE
2001 Bishops Gate Boulevard
Mt. Laurel NJ 08054

Tel 888-418-0064
Fax 856-917-8300

February 11, 2013

Loan Number: 7116927869
Property Address:
727 Sweet Meadow Ln
Clover SC 29710

Norman D Lowery
727 Sweet Meadow Ln Ln
Clover SC 29710

Dear Customer(s):

We have recently received your payment of $ 817.41. The total amount due is $ 909.13, therefore an additional $ 91.72 is required to complete your payment.

To complete your payment, please contact us at the above referenced number. We can accept your payment over the phone which will be credited to your account the same day or you can mail it to:

Mortgage Service Center
Mail Stop SV-19
PO Box 5457
Mt. Laurel, NJ 08054

Please ensure the additional payment of $ 91.72 is received on or before the last business day of the month to avoid this situation being reported to the credit bureaus.

If you have any additional questions please contact us at the phone number referenced above.

Sincerely,

Cash Management Department
Mortgage Service Center

CS702 2I4

COLDWELL BANKER MORTGAGE
2001 Bishops Gate Boulevard
Mt. Laurel NJ 08054

Tel 888-418-0364
Fax 856-917-8300

13

March 28, 2013

Loan Number: 7116927869
Property Address:
727 Sweet Meadow Ln
Clover SC 29710

Norman D Lowery
727 Sweet Meadow Ln Ln
Clover, SC 29710

Dear Customer(s):

This is to inform you that the enclosed check number 2013199158 in the amount of $817.41 is a refund of monies that were posted to a suspense account during your delinquency.

The money is being returned because your loan is still in default and may be referred to our Foreclosure Department for further review.

Please contact us at 800-750-2518 if you have experienced a hardship that prevents you from paying your account current. You may qualify for a homeowner assistance program to help you bring the account current and avoid foreclosure. Please call today to submit your request for homeowner assistance.

Sincerely,

Mortgage Service Center

XC011

MORTGAGE SERVICE CENTER
P.O. Box 5452 • Mt. Laurel, NJ 08054-5452

MORTGAGE SERVICE CEN
WELLS FARGO BANK
REMITTANCE CLEARING

71182

CHECK NO.	MO/DAY/YR
2013911073	08/20/2013

SR 2013159158 032713

Eight Hundred Seventeen and 41/100 Dollars

AMOUNT
**********$817.41

VOID IF NOT CASHED WITHIN 180 DAYS

PAY TO THE ORDER OF

NORMAN LOWERY

727 SWEET MEADOW LANE
CLOVER SC 29710

AUTHORIZED SIGNATURE

⑈2013911073⑈ ⑆122000248⑆ ⑆122190295⑆

Exhibit 19 pg 100 of 13

Nationstar v. Lowery
Appellate Case No. 2015-002253

SC Appellate Case No. 2015-002253

DATE 06/14/2013

THE MORTGAGE SERVICE CENTER
4001 LEADENHALL ROAD
MT LAUREL, NJ 08054

CUSTOMER ACCOUNT ACTIVITY STATEMENT

MORT NAME NORMAN LOWERY
STREET 727 SWEET MEADOW LN LN
CITY STATE ZIP CLOVER, SC, 29710

LOAN NUMBER: [redacted]

ACTIVITY FOR PERIOD 01/01/2013 - 06/14/2013

Loan Number	Transaction Date	Transaction Code	Due Date	Fees Assessed	Fees Paid	Suspense Amount	Principal Amount	Interest Amount	Escrow Amount	Advance Amount	Total Amount	Principal Balance	Escrow Balance	Advance Balance	Suspense Balance
7116927669	01/01/2013											91831.74	318.16	0.00	0.00
7116927669	01/16/2013	152		21.27	0.00	0.00	0.00	0.00	0.00	0.00	21.27	91831.74	318.16	0.00	0.00
7116927669	02/08/2013	172	01/01/2013	0.00	0.00	817.41	0.00	0.00	0.00	0.00	817.41	91831.74	318.16	0.00	817.41
7116927669	02/27/2013	132		11.25	0.00	0.00	0.00	0.00	0.00	0.00	11.25	91831.74	318.16	0.00	817.41
7116927669	03/25/2013	132		11.25	0.00	0.00	0.00	0.00	0.00	0.00	11.25	91831.74	318.16	0.00	0.00
7116927669	03/27/2013	147	01/01/2013	0.00	0.00	-817.41	0.00	0.00	0.00	0.00	0.00	91831.74	318.16	0.00	0.00
7116927669	04/26/2013	132		11.25	0.00	0.00	0.00	0.00	0.00	0.00	11.25	91831.74	318.16	0.00	0.00
7116927669	05/10/2013	830		0.00	0.00	0.00	0.00	0.00	0.00	585.00	0.00	91831.74	318.16	585.00	0.00
7116927669	05/20/2013	832		0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	91831.74	318.16	745.00	0.00
7116927669	05/20/2013	832		0.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	91831.74	318.16	751.00	0.00
7116927669	05/20/2013	832		0.00	0.00	0.00	0.00	0.00	0.00	26.00	0.00	91831.74	318.16	777.00	0.00
7116927669	05/20/2013	832		0.00	0.00	0.00	0.00	0.00	0.00	425.00	0.00	91831.74	318.16	1202.00	0.00
7116927669	05/20/2013	832		0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.25	91831.74	318.16	1202.00	0.00
7116927669	06/03/2013	132		11.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	91831.74	318.16	1202.00	0.00
7116927669	06/14/2013											91831.74	318.16	1202.00	0.00

Exhibit 19 Pg 11 of 12

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PHH Mortgage

[redacted] PHH

2001 Bishops Gate Boulevard
Mt. Laurel NJ 08054

Tel 800-449-8767
Fax 856-917-8300

February 18, 2013

Loan Number: [redacted]
Property Address:
727 SWEET MEADOW LANE LANE
CLOVER SC 29710

Norman D Lowery
727 Sweet Meadow Ln Ln
Clover SC 29710

NOTICE OF INTENTION TO FORECLOSE

Dear Customer(s):

The mortgage on your property is past due for the January 01, 2013 payment. The TOTAL AMOUNT to bring your account up to date is $ 1747.81. To AVOID FORECLOSURE, we require a payment in "CERTIFIED FUNDS" for the total amount due.

In addition, please be advised as of the date of this letter, $ 21.27 in late charges have also accrued.

In the event you do not cure the default in full within THIRTY (30) days from the date of this letter (as provided by the terms of the mortgage), payment of the current principal balance will be accelerated and foreclosure proceedings will be initiated.

You are further informed you have the right to reinstate this loan after acceleration pursuant to, and subject to, the provisions and limitations of said Mortgage, and that you have a right to bring a court action to assert the nonexistence of a default or any other defense you may have to the nonexistence of a default or any other defense you may have to foreclosure and sale.

Again, all remittances must be in the form of "CERTIFIED FUNDS ONLY". Anything less than the TOTAL DUE and/or not in "CERTIFIED FUNDS", will be refused.

Please contact us immediately at 1-800-330-0423. This is an attempt to collect a debt, any information obtained will be used for that purpose.

Sincerely,

Loan Counseling Center

(XC007)

PHH Mortgage

PHH

2001 Bishops Gate Boulevard
Mt. Laurel NJ 08054

Tel 800-449-8767
Fax-856-917-8300

February 18, 2013

Loan Number: [redacted]
Property Address:
727 SWEET MEADOW LANE LANE
CLOVER SC 29710

Norman D Lowery
727 Sweet Meadow Ln Ln
Clover SC 29710

NOTICE OF INTENTION TO FORECLOSE

Dear Customer(s):

The mortgage on your property is in default for the January 01, 2013 payment and is now 2 months past due. Also, on the FIRST of next month another payment will be due. At this writing, the TOTAL AMOUNT required to cure your default is $ 1747.81. To AVOID FORECLOSURE, we are demanding that you make a payment in "CERTIFIED FUNDS" for the total amount due.

In addition, please be advised as of the date of this letter, $ 21.27 in late charges have also accrued.

In the event you do not cure the default in full within THIRTY (30) days from the date of this letter (as provided by the terms of the mortgage), payment of the current principal balance will be accelerated and foreclosure proceedings will be initiated.

You are further informed you have the right to reinstate this loan after acceleration pursuant to, and subject to, the provisions and limitations of said Mortgage, and that you have a right to bring a court action to assert the nonexistence of a default or any other defense you may have to the nonexistence of a default or any other defense you may have to foreclosure and sale.

Again, all remittances must be in the form of "CERTIFIED FUNDS"; no PERSONAL CHECKS will be accepted] Anything less than the TOTAL DUE and/or not in "CERTIFIED FUNDS", will be refused.

If you disagree with the assertion that a default has occurred, or the calculation of the amount required to cure the default, you may contact us at 1-800-330-0423. This is an attempt to collect a debt, any information obtained will be used for that purpose.

Sincerely,

Loan Counseling Center

(XC117)

STATE OF SOUTH CAROLINA *COUNTY OF YORK* Nationstar Mortgage LLC, Plaintiff, v. Norman D. Lowery; Defendant(s).	IN THE COURT OF COMMON PLEAS *DOCKET NO. 14-CP-46-2394* AFFIDAVIT OF VERIFIED STATEMENT OF ACCOUNT Deficiency Judgment Waived

(013225-03514)

BEFORE ME an officer authorized to take oaths this day personally appeared Darla Duncan of Nationstar Mortgage, LLC (**Nationstar**), who, being first duly sworn, deposes and says: document execution

1. I am authorized to sign this affidavit as a(n) specialist of Nationstar Mortgage LLC (**Nationstar**).

2. Nationstar services and maintains records for the loan that is secured by the mortgage being foreclosed in this action in its capacity as PHH Mortgage Corporation's servicer. As part of my job responsibilities for Nationstar, I am familiar with the type of records maintained by Nationstar in connection with the loan.

3. I have personal knowledge of the facts in this affidavit based upon a review of Nationstar's business records, and the information in this affidavit is taken from Nationstar's business records. I have personal knowledge of Nationstar's procedures for creating the records maintained by Nationstar in connection with the loan. They are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) made and kept in the usual and ordinary course of Nationstar's regularly conducted business activities; and (c) created by Nationstar as regular practice.

4. Before the servicing of this loan transferred to Nationstar, PHH Mortgage Corporation (**Prior Servicer**) was the servicer for the loan and it maintained the loan servicing records. When Nationstar began servicing this loan, Prior Servicer's records for the loan were integrated and boarded into Nationstar's systems, such that Prior Servicer's records, including the collateral file, payment histories, communication logs, default letters, information, and documents concerning the Loan are now integrated into Nationstar's business records. Nationstar maintains quality control and verification procedures as part of the boarding process to ensure the accuracy of the boarded records. It is the regular business practice of Nationstar to integrate prior servicers' records into Nationstar's business records and to rely upon those boarded records in providing its loan servicing functions. These Prior Servicer records have been integrated and are relied upon by Nationstar as part of Nationstar's business records.

5. I have reviewed the portions of Nationstar's business records that reflect the amounts due on the loan. They show Norman D. Lowery defaulted, and the business records show amounts due on the loan through July 6, 2015 are due and unpaid. The amounts total $114,026.76 and consist of the following:

Exhibit 20 pg 10 of 12

PLAINTIFF'S EXHIBIT 6

Principal Balance	$91,831.74
Interest Total	$12,818.85
from December 1, 2012 to July 6, 2015 at 5.375%	
Per Diem at $13.52	
Pre-acceleration Late Charges	$0.00
Property Tax Advances	$2,083.33
Hazard Insurance Advances	$2,803.84
MIP\PMI	$0.00
Total Property Inspection Fees	$60.00
Property Preservation Expenses	$78.00
Prior Foreclosure Fees	$4,351.00
Escrow Balance Credit	$0.00
Credits	$0.00
Other	$0.00
Payment Advance - Principal/Interest/Escrow	$0.00
Total	$114,026.76

FURTHER AFFIANT SAYETH NOT.

8/18/15

Printed Name: Darla Duncan

document execution specialist

Title

8/18/15

Date

State of Texas

County of Denton

Sworn to and subscribed before me on the 18 day of August, 2015 by Darla Duncan.

(NOTARY SEAL)

Charles G. Cook III

Signature of Notary Public

CHARLES G. COOK, III
Notary Public, State of Texas
My Commission Expires
December 15, 2016

From: Annette.fournier-rivas@va.gov
Subject: RE: [EXTERNAL] Foreclosure sale VA LIN 191960392986 (URGENT)
Date: August 25, 2015 6:31 AM
To: lowerynd@yahoo.com

Good morning:

Unfortunately, I don't have that document. You will have to contact Nationstar. They report to VA through a computer program.

R,

Annette E. Fournier Rivas

Annette E. Fournier-Rivas
Assistant Loan Technician
Department of Veterans Affairs, Loan Guaranty
VARO, ST. Petersburg, FL
Tel: 727-319-7829

From: Norman Lowery [mailto:lowerynd@yahoo.com]
Sent: Monday, August 24, 2015 2:29 PM
To: Fournier-Rivas, Annette, VBASPT
Subject: [EXTERNAL] Foreclosure sale VA LIN 191960392986 (URGENT)

Sorry this is a short notice, but I need a copy of the scheduled sale paper sent to me before the court foreclosure scheduled for tomorrow. The info is very very important.

Thank you

Norman Lowery

DEPARTMENT OF VETERANS AFFAIRS
Regional Office
P.O. Box 1437
St. Petersburg, FL 33731-1437

August 17, 2015

NORMAN LOWERY
727 SWEET MEADOW LANE
CLOVER, SC 29710

317/263
VA LIN 191960392986

Dear Borrower:

My name is Annette and I am the VA representative assigned to your loan.

Your mortgage company has notified our office there is a foreclosure sale scheduled.

It is urgent that you contact me so we can discuss your options to keep the home or avoid foreclosure. I have been unable to reach you by telephone. I am requesting that you please call me at 1-888-611-5916 ext. 7829, to discuss your account.

Thank you.

Sincerely,

Annette Fournier-Rivas

Annette Fournier-Rivas
Loan Specialist
Annette.fournier-rivas@va.gov

8-25-15

Norman Lowery asked that this information be placed in this file.

8-25-15 Hrng. Canceled but he appeared - Was not notified of Cancellation

STATE OF SOUTH CAROLINA

COUNTY OF YORK

IN THE COURT OF COMMON PLEAS
MOTION INFORMATION FORM
AND COVER SHEET
CASE NO. 14-CP-46-2394

PHH Mortgage Corporation ☑ Plaintiff
v.
Norman D. Lowery; ☐ Defendant

Check box above indicating submitting party

name, S.C.Bar no. and address of plaintiff's attorney	name, S.C.Bar no. and address of Defendant's attorney
Robert P. Davis (SC Bar #74030); Andrew W. Montgomery (SC Bar #79893); H. Guyton Murrell (SC Bar # 064134); John J. Hearn (SC Bar # 6635); Kevin T. Brown (SC Bar # 064236); Nikole Hallwanger (SC Bar # 70491); Jason D. Wyman (SC Bar # 100271) 220 Executive Center Drive, Suite 109, Columbia, SC 29210 telephone: 803-744-4444 fax: 803-343-7013	telephone: fax: email: other:

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☑ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPROSED ORDER/CONSENT ORDER (Complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: _____
Estimated Time Needed: Court Reporter Needed: YES/NO

SECTION II: Motion Type

☐ Written motion attached
☑ Form Motion —
I hereby move for relief or action by the court as set forth in the attached proposed order.

_____ September 15, 2015
Signature of Attorney for Plaintiff/~~Defendant~~ Date submitted

SECTION III: Motion Fee

☑ PAID —AMOUNT: $ 25.00
☐ EXEMPT:
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
☐ Other:

2015 SEP 28 AM 9:30

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other

CODE: _____ Date: _____

_____
JUDGE

CLERK'S VERIFICATION

Date Filed:

Collected by: MS
(print name)
☑ MOTION FEE COLLECTED: $25.00
☐ CONTESTED—AMOUNT DUE: _____

SCCA/233 (12/2009) 013225-03514

Nationstar v. Lowery
Appellate Case No.
2015-002253

STATE OF SOUTH CAROLINA

COUNTY OF YORK

PHH Mortgage Corporation,

Plaintiff,

v.

Norman D. Lowery;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 14-CP-46-2394

ORDER SUBSTITUTING PLAINTIFF
Deficiency Judgment Waived

2015 SEP 28 AM 9:30

(013225-03514)

WHEREAS, PHH Mortgage Corporation, brought the above styled action to foreclose a mortgage lien on property more fully described in the Complaint;

AND WHEREAS, it appearing to the court that Nationstar Mortgage LLC has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest by the assignment dated May 12, 2015 and recorded on June 4, 2015 in Book 14909 at Page 307,

THEREFORE, IT IS ORDERED, pursuant to Rule 17(a) of the South Carolina Rules of Civil Procedure and for good cause indicated that:

(1) Nationstar Mortgage LLC shall be and is hereby substituted as Plaintiff and as the real party in interest and that PHH Mortgage Corporation, shall be dismissed without prejudice; and

(2) This order amends such caption of the Lis Pendens, Summons and Complaint ab initio so that no re-service of the Summons and Complaint upon the other parties shall be necessary

AND IT IS ORDERED:

S. Jackson Kimball, III
Master in Equity for York County

York, South Carolina 9/23, 2015.

STATE OF SOUTH CAROLINA
COUNTY OF YORK
COMMON PLEAS COURT

CASE NO. 2014 -CP-46- 2394

PHH Mortgage Corporation VS Norman D. Lowery

Plaintiff(s) Defendant(s)

I find that this case should be referred to a master-in-equity or special referee because:

FILED-RECEIVED
2015 JUN -2 AM 10:38
DAVID HAMILTON
C.C.C.P. & G.S.
YORK COUNTY, SC

___ All of the parties not in default consent to the reference.

___ None of the parties have made a timely demand for a jury trial.

___ This is an equitable matter.

X SEE ATTACHED ORDER

Accordingly, this matter is referred to the master-in-equity or _____ as a special referee to:

___ Hold a hearing(s) and file a report. Any review of this report shall be in the manner prescribed by Rule 53(e)(2), SCRCP.

X Hold a hearing(s) and enter final judgment in this matter. Any appeal from an order of judgment of the master-in-equity or special referee shall be directly to the Supreme Court. See S.C. Code Ann. S 14-11-85 (Supp. 1994).

IT IS SO ORDERED.

David C Hamilton
CLERK OF COURT

Laura R. Baer
Norman P. Lowery (Pro Se)
R. Scott McConnell

Nationstar v Lowery
Appellate Case No.
2015-002253

The Supreme Court of South Carolina

FILED-RECEIVED
2015 JAN -8 PM 4:05
DAVID HAMILTON
C.C.C.P. & GS
YORK COUNTY, SC

ORDER

Pursuant to the provisions of S.C. CONST. Art. V, §4,

IT IS ORDERED that the Honorable S. Jackson Kimball, III, Master-In-Equity for York County, is hereby assigned as a Circuit Judge for York County to assist with the docket and perform the following:

1. In civil jury matters from the date of filing, unless otherwise directed by the Chief Judge for Administrative Purposes for the Circuit, to hear and dispose of any or all motions and pretrial proceedings, including damages hearings, and to perform all administrative duties necessary to prepare these cases for trial or other disposition, including sounding the trial roster and docket, but excepting those matters and/or proceedings reserved to the Chief Judge for Administrative Purposes for the Circuit; and

2. In civil nonjury matters from the date of filing, unless otherwise directed by the Chief Judge for Administrative Purposes for the Circuit, to hear and dispose of any or all motions and pretrial proceedings, and to perform all administrative duties necessary to prepare these cases for trial or other disposition, including sounding the trial roster and docket, and to try these matters to conclusion, but excepting those matters and/or proceedings reserved to the Chief Judge for Administrative Purposes for the Circuit; and

3. Hear appeals from Magistrate, Municipal and Probate Courts, as well as cases involving judicial review and/or appeal of decisions of administrative agencies or commissions; and

4. Accept Grand Jury returns when needed; and

5. Hear and approve or disapprove settlements of minor's interest and all other people with an incapacity, and wrongful death and survivor actions settlements; and

6. Perform such other duties as to effectuate the intent of this Order.

The purpose of this assignment is to allow Judge Kimball to assist with the docket and perform these additional duties in accordance with his schedule and taking into consideration his judicial duties as Master-In-Equity. Regular Circuit Judges shall also continue to hear these matters.

IT IS FURTHER ORDERED that, except for mortgage foreclosure cases, the clerk of the circuit court, at the expiration of 120 days from the date of filing, shall refer all non-jury cases to Judge Kimball, as Master-In-Equity. At the time of the reference, the equity court clerk shall bill the plaintiff's attorney the cost of the reference according to the schedule of costs in effect, and this bill must be paid prior to the matter being set for hearing. Judge Kimball may, in his discretion, remand any case referred to him back to the circuit court for disposition by a Circuit Judge.

This order is effective January 1, 2015 and shall remain in effect until January 1, 2016.

Jean Hoefer Toal
Chief Justice

December 16, 2014
Columbia, South Carolina

Nationstar v. Lowery
Appellate Case No.
2015-002253

STATE OF SOUTH CAROLINA
EQUITY COURT

1 North Congress Street
Post Office Box 627
York, South Carolina
29745

S. Jackson Kimball, Judge

Telephone 803-628-3930
Telecopier 803-628-3934

E-mail: jack.kimball@
yorkcountygov.com

FROM: S. Jackson Kimball, Master in Equity / Special Circuit Court Judge

I have been assigned the non-jury case listed on the enclosed referral order from the Clerk of Court. The order shows you as an attorney of record in the case.

If the case is to go forward, the **attorney for the Plaintiff** must send the required fee to this office made payable to the Master-in-Equity. In addition to payment of the statutory reference fee, **the attorney for the Plaintiff must call this office to schedule a hearing date.** If the fee is not received **and** the hearing is not scheduled, or scheduling issues resolved with the Court, within **30 days** from the filing date of the referral order, the case will be dismissed for failure to prosecute. The case will not be restored to the roster of cases except upon motion to restore and a showing of good cause.

Rule 5(d), SCRCP, requires filing of proof of service of the Summons and Complaint within 10 days after service. If service has not been accomplished to date, the case should not be kept on the Court's roster, as there is no active case. Thus, if proof of service has not already been filed, the Court must receive proof(s) of service of the Summons and Complaint within **30 days** of the date of this letter, or the case will be dismissed for failure to prosecute. The case will then have to be recommenced by refiling and service of the Summons and Complaint.

The schedule of fees is as follows: $125.00 for a foreclosure action, partition action or quiet title action; $50.00 for all other cases, except supplementary proceedings, which are $25.00. All motions require a fee of $25.

Thank you for your cooperation. If you have any questions, please do not hesitate to call our office.

Yours very truly,,

S. Jackson Kimball
Master In Equity / Special Circuit Court Judge
York County

SJK/mam

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 23 Pg 3 Of 3

STATE OF SOUTH CAROLINA

COUNTY OF YORK

PHH Mortgage Corporation,

Plaintiff,

v.

Norman D. Lowery;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 14-CP-46-2394

ORDER OF REFERENCE

Deficiency Judgment Waived

(013225-03514)

Pursuant to Rules 53(b) of the South Carolina Rules of Civil Procedure, the above-entitled case is an action for foreclosure and may be referred to a Master in Equity or Special Referee in the above-entitled county by order of a circuit court judge or the clerk of court.

IT IS HEREBY ORDERED, that this action is referred to the Honorable S. Jackson Kimball, III, as Master in Equity to take testimony and to direct entry of final judgment in this action under Rule 53(b), SCRCP, and all matters arising from or reasonably related to such action. The Master in Equity shall retain jurisdiction to perform all necessary acts incident to this foreclosure action including issuance of a writ of assistance or issuance of any rule to show cause including but not limited to any rule to show cause why a party should not be bound by the judgment of foreclosure. Further, the Master in Equity shall retain jurisdiction to hear any action contesting the validity of the foreclosure action or sale or any motions pursuant to the South Carolina Rules of Civil Procedure including but not limited to Rule 60(b). Judicial sales will be conducted pursuant to S.C. Code Section 15-39-680 or on any other convenient sale's date as may be determined by the Master in Equity/Special Referee.

The hearing shall be held in the Office of the Honorable S. Jackson Kimball, III, as Master in Equity for York County, located at:

Master's Office
1 North Congress Street
York, SC 29745

David Hamilton

Circuit Court Judge for York County or
Clerk of Court for York County

York, South Carolina

June 22, 2015

FILED-RECEIVED
2015 JUN 23 AM 11:40
DAVID HAMILTON
C.C.C.P.&G.S.
YORK COUNTY, SC

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 24 Pg 1 Of 2

STATE OF SOUTH CAROLINA

COUNTY OF YORK

IN THE COURT OF COMMON PLEAS

CASE NO. 14-CP-46-2394

MOTION AND ORDER INFORMATION FORM AND COVER SHEET

PHH Mortgage Corporation ☑ Plaintiff
v.

Norman D. Lowery; ☐ Defendant

Check box above indicating submitting party

name, S.C.Bar no. and address of plaintiff's attorney	name, S.C.Bar no. and address of Defendant's attorney
Robert P. Davis (SC Bar #74030), Andrew W. Montgomery (SC Bar #79893), H. Guyton Murrell (SC Bar# 064134); John J. Hearn (SC Bar # 6635); Kevin T. Brown (SC Bar # 064236); Ashley M. Wheeling-Goodson (SC Bar # 101423); Nikole Hallwanger (SC Bar # 70491); Jason D. Wyman (SC Bar# 100271) 220 Executive Center Drive, Columbia, SC 29210 telephone: 803-744-4444 fax: 803-343-7013	telephone: email: other:

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☑ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☑ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: _____
Estimated Time Needed: Court Reporter Needed: YES/NO

FILED-RECEIVED
2015 JUN 23 AM 11:40
DAVID HAMILTON
C.C.C.P. & GS
YORK COUNTY, SC

SECTION II: Motion Fee

☑ PAID —AMOUNT: $25.00
☐ EXEMPT:
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: _____
- ☐ Other: Referred to Master by Motion and Order of Court

SECTION III: Motion Type

☐ Written motion attached
☑ Form Motion —
I hereby move for relief or action by the court as set forth in the attached proposed order.

Nikole D Hallwanger
Signature of Attorney for Plaintiff/Defendant

June 9, 2015
Date submitted

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other

_____
JUDGE
CODE: _____ Date: _____

CLERK'S VERIFICATION

Collected by: B Hooke
(print name)

DATE FILED
6/23/15

☑ MOTION FEE COLLECTED: $25
☐ CONTESTED—AMOUNT DUE:

SCCA/233 (1/2003)

Nationstar v. Lowery
Appellate Case No.
2015-002253

Subject: Re: PHH v. Lowery;

From: Norman (lowerynd@yahoo.com)

To: Kathryn.Howell@rtt-law.com;

Date: Wednesday, October 1, 2014 11:22 PM

MS. Howell, on 23 May 2013 (concerning Dismissed Court Docket #15-1503 due to no action)) and again on 21 August 2014 (concerning Court Docket #2014CP4602394 & #2014LP46005676) I requested a image copy of PHH Corp. check number 20133199158, I have yet to receive it. Your client is a multi-million dollar financial corporation, by not providing me an image of this check is your client saying it doesn't have an electronic image of this check in its foreclosure file, especially when PHH intended to initiate foreclosure action in the court system? As for the four (4) personal checks written by my wife and sent to PPH: Feb 2013 check #1310 for $817.41 was accepted & processed (#1310 for 817.41) by PHH, check #1312 for $777.15 (5 Mar 2013)/ check #1316 for $777.15 (1 April 2013) and check #1317 for $777.15 (3 May 2013). I sent your office the information regarding these checks back in May of 2013, as part of the dismissed court docket #15-1503. What did your office do with this personal information? Your request for front/back images of my personal checks doesn't pass the common sense test: Its not a common every-day household practice to make a scanned image of personal checks for a common every-day payments, hence front/back image copies are not available. If this was an important issue why is it your office didn't request images back in 2013?

Regards

Norman Lowery

Sent from my iPad

On Oct 1, 2014, at 10:44 AM, Kathryn Howell <Kathryn.Howell@rtt-law.com> wrote:

> Good Morning,
>
> Please see attached correspondence. Thank you.

<image003.jpg>

Kathryn Howell
SC/Contested Foreclosure Paralegal/Team Lead
Rogers Townsend & Thomas, PC
220 Executive Center Dr
Columbia, SC 29210

Direct 803.744.1316
Fax 803.343.7013

Main 803.771.7000
Visit rtt-law.com

Nationstar v. Lowery
Appellate Case No.
2015-002253

Exhibit 25 Pg 1 of 3 NL

NOTICES
PRIVILEGED AND CONFIDENTIAL: This electronic message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is attorney-client privileged, may be confidential work product, or may be exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is wrongful, is strictly prohibited, and may subject you to civil liability. If you have received this communication in error, please immediately notify us by telephone at 803-771-7900 (Columbia office) or 704-442-9500 (Charlotte office) or by return e-mail, and destroy any copies (electronic, paper, or otherwise) that you may have of this communication.

DEBT COLLECTOR: This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only as an attempt to enforce a lien.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with certain U.S. Treasury regulations, we inform you that, unless expressly stated otherwise, any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of avoiding tax-related penalties that may be imposed by the IRS or to promote, market or recommend to any party any tax-related matter addressed herein. In addition, if any such tax advice is used or referred to by other parties in promoting, marketing or recommending any partnership or other entity, investment plan or arrangement, then (i) the advice should be construed as written in connection with the promotion or marketing by others of the transaction(s) or matter(s) addresses in this communication and (ii) the taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

<Ltr to bwr for copies of checks.PDF>

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200 (29202)
229 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803.744.4444 F 803.343.7013
WWW.RTT-LAW.COM

ROGERS TOWNSEND
ATTORNEYS AT LAW

30 September 2014

Norman D. Lowery
727 Sweet Meadow Ln
Clover, SC 29710
lowerynd@yahoo.com

Re: PHH Mortgage Corporation vs. Norman Lowery
Case No. 14-CP-46-2394; York County
Our File No. 011227-01447

Dear Sir:

This letter is in response to your inquiry regarding certain payments with respect to your mortgage loan, #7116927869. First, regarding check number 2013199158 in the amount of 817.41, this check was stopped and reissued as check number 2013911073 on August 20, 2013 and was cashed on October 28, 2013. Regarding the checks written by your wife (sequence 1312-March 2013, 1316-April 2013 and 1317-May 2013), please provide front and back copies of these checks and we will forward them to our client for research. Thank you.

Regards,

Vance L. Brabham
H. Guyton Murrell
Attorneys for Plaintiff

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

DATE: 17-02-14

2015 FEB 18 PM 1:00

FROM: NORMAN D. LOWERY

727 SWEET MEADOW LANE
CLOVER, SC 29710

TO: THE COURT

SUBJECT: REQUEST COURT ACTION TO DISMISS FORECLOSURE ACTION, 2014CP4602394/2014LP4600567, PLANTIFF, PHH MORTGAGE CORPORATION V. NORMAN D. LOWERY WITH PREDJUICE AND COURT ACTION TO INVESTIGATE PHH CORP/ROGERS TOWNSEND, MAKING FALSE STATEMENTS AND RESPRESENTATIONS TO THE COURT IN INITATING UNWARRENTED/ILLEGAL FORECLOSURE ACTION

I request this Court action due to Plaintiffs inaction to move forward (2nd time) in a legal and timely manner in order to resolve this case. Since 2013 I have submitted to the Court written documents directly showing foreclosure action against my mortgage was unwarranted simply due to PHH Mortgage's refusal to acknowledge errors made by their Corporation, making false statements and representations to the court and their inability to produce critical documents in their possession. I believe the facts presented reflect I made every reasonable effort to resolve this issue early on in 2013 and again in 2014 were rejected by PHH Mortgage; I received no response from Rogers Townsend responding to my 2014 offer to resolve this issue before the court.

In closing, I appreciate your time and review of this writing. Should you have questions feel free to contact me.

NORMAN D. LOWERY

727 Sweet Meadow Ln.
Clover, SC 29710
828-782-7020
lowerynd@yahoo.com

Exhibit 26 Pg 1 of 1

STATE OF SOUTH CAROLINA

COUNTY OF YORK

PHH Mortgage Corporation,

Plaintiff,

v.

Norman D. Lowery;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 14-CP-46-2394

CERTIFICATE OF MAILING
Deficiency Judgment Waived

(013225-03514)

Pursuant to the South Carolina Supreme Court Administrative Order 2011-05-02-01 the undersigned, says that he/she mailed a copy of the Attorney Certification in the above-referenced foreclosure action upon the parties listed below by placing a copy of the Attorney Certification in the United States Mail, postage paid, to be mailed to the parties set forth below at the following addresses this 10 day of March, 2015:

Norman D. Lowery
727 Sweet Meadow Ln
Clover, SC 29710

FILED-RECEIVED
2015 MAR 11 AM 11:40
DAVID HAMILTON
C.C.C.P.&G.S.
YORK COUNTY, SC

Dannyel Allen

Lauran Hutchins
Oneshia Green
Jessica Bowen
Kim Falls
Dannyel Allen
Amanda Barfield

P. O. Box 100200 (29202) • 220 Executive Center Drive • Columbia, South Carolina 29210
Tel: 803-744-4444 • Fax: 803-343-7017 • Web: www.rtt-law.com

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF YORK	DOCKET NO. 14-CP-46-2394
PHH Mortgage Corporation, Plaintiff,	ATTORNEY CERTIFICATION Deficiency Judgment Waived (Mortgagor Denied)
v.	
Norman D. Lowery; Defendant(s).	

(013225-03514)

Pursuant to Supreme Court Administrative Order 2011-05-02-01 ("the Order"), and upon information and belief, the undersigned attorney hereby certifies the following:

1) That the Mortgagor, as defined by the Order, has been served with notice of right to foreclosure intervention;

2) That Plaintiff or its designated agents have received and examined all records and documents (if any) submitted by the Mortgagor to evaluate the loan for foreclosure intervention;

3) That the Mortgagor has been given a full and fair opportunity to submit any additional information pertaining to the subject loan to Plaintiff or its agents for consideration;

4) That after a complete review of all available information, Plaintiff has determined, as of March 9, 2015 that the Mortgagor does not qualify for any foreclosure intervention options as contemplated by the Order;

FILED-RECEIVED
2015 MAR 11 AM 11:40
DAVID HAMILTON
C.C.C.P. & G.S.
YORK COUNTY, SC

5) That on March 10, 2015, a Notice of Foreclosure Intervention Denial was served on the Mortgagor(s) as required by the Order and Plaintiff has not entered into any other settlement agreements with the Mortgagor(s) as of the date stated in Plaintiff's Notice of Foreclosure Intervention Denial.

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF
Robert P. Davis (SC Bar #74030)
H. Guyton Murrell (SC Bar # 064134)
Kevia T. Brown (SC Bar # 064236)
Jason D. Wyman (SC Bar # 100271)
Ashley M. Wheeling-Goodson (SC Bar # 101423)
Andrew W. Montgomery (SC Bar #79893)
John J. Hearn (SC Bar # 6635)
Nikole Haltiwanger (SC Bar # 70491)

220 Executive Center Drive
Columbia, SC 29210
Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina

PHH Mortgage Corporation
1 Mortgage Way, Mt. Laurel, NJ 08054

MIN #[redacted]
Task ID: LOGAST MERS Phone: 1-888-679-6377

For Value Received, Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for COLDWELL BANKER MORTGAGE, its successors and assigns whose address is PO Box 2026, Flint, Michigan 48501-2026, hereby assigns and transfers to PHH MORTGAGE CORPORATION, its successors and assigns, whose address is 1 MORTGAGE WAY, MT. LAUREL, NJ 08054, all its right, title and interest in and to a certain Mortgage / Deed of Trust executed by NORMAN D LOWERY, and bearing the date of 07/13/2010, and recorded on 07/15/2010 in the office of the recorder of YORK County, State of SC, in Book, Volume, or Liber No. 11495, at page 56 or as No. 201000106144 in the amount of $95000.00
Property Address: 727 SWEET MEADOW LN LN CLOVER SC 29710

Signed on 04/24, 2013

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS)
as nominee for COLDWELL BANKER MORTGAGE

Witness: Joshua Dawson

By: _____
Amber Mooney-Assistant Secretary

Witness: Erma Y. Cruz

State of New Jersey, County of Burlington,
On 4-24, 2013, before me, Rebecca L Seaman, a notary public in and for said State, personally appeared Amber Mooney- ASSISTANT SECRETARY, of Mortgage Electronic Registration Systems, Inc, as nominee for COLDWELL BANKER MORTGAGE personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

REBECCA L. SEAMAN
NOTARY PUBLIC OF NEW JERSEY
ID # 2424214
My Commission Expires 6/22/2017

PLAINTIFF'S EXHIBIT 4

BK 1395 PG 0245

(a) ASSUMPTION FUNDING FEE: A fee equal to one-half of one percent (.5%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

(b) ASSUMPTION PROCESSING CHARGE: Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

(c) ASSUMPTION INDEMNITY LIABILITY: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Borrower(s) has executed this VA Guaranteed Loan and Assumption Policy Rider.

NORMAN D LOWERY -Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower