

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Carmen T. Mullin, Circuit Court Judge

Case No. Case No. 2016-001278

RECEIVED

JAN 25 2017

SC Court of Appeals

Mildred Ann Kinghorn as
Trustee for the Mildred Ann
Kinghorn Trust, dated 28
April 2004

Respondent,

v.

George Sakakini,

Appellant.

APPENDIX TO RECORD ON APPEAL

M. Richardson Hyman, Jr.
Post Office Box 127
Charleston, South Carolina 29402
(843) 416 1047
Attorney for Appellant

C. Scott Graber
605 Carteret Street
Beaufort, South Carolina 29902
(843) 524 8204
Attorney for Respondent

APPENDIX

Affidavit of Appellant, 18 March 2016.....	114
Appended Deed to Residence	116
Appended Settlement.....	119
Appended Mortgage	122
Appended Excerpt from Covenants and Restrictions.....	145
Affidavit of Appellant, with Attachments, filed 30 March 2016.....	146

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH JUDICIAL CIRCUIT
CASE NO.: 2015-CP-07-597

MILDRED ANN KINGHORN AS)
TRUSTEE FOR THE MILDRED)
ANN KINGHORN TRUST, dated)
28 April 2004,)

Plaintiff,)

vs.)

GEORGE C. SAKAKINI,)

Defendant.)

COMES NOW YOUR AFFIANT, who first being duly sworn, does depose upon his
lawful Oath as follows:

1. I am George Sakakini, a person over the age of eighteen with knowledge of the
matters stated herein, and the Defendant in the above-styled action.
2. I own certain property in fee simple absolute, to wit, that property 53 White Pond
Blvd, Beaufort, South Carolina. A true and accurate copy of the deed to said property is attached
hereto as Exhibit 1 and incorporated herein by reference as Exhibit 1.
3. That I have granted a mortgage over said property to Bank of America NA, which
mortgage was dated 7 September 2012, and recorded in the Beaufort County Register of Deeds
on 5 October 2012 in Book 03180 at Page 1321.
4. That a true and accurate copy of said mortgage is attached hereto as Exhibit 2 and
incorporated by reference herein as Exhibit 2.
5. The Plaintiff, above-styled, owns the property adjacent to mine.

000114

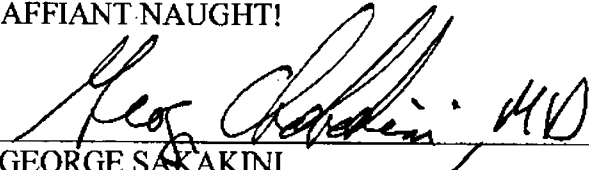
6. Both my property, and the property of Plaintiff are subject to certain covenants and restrictions which are Beaufort County Register of Deeds at Deeds at Book No.: 1262 at Page No.: 553.

7. That Exhibit 3 hereto, which exhibit is incorporated herein by reference as Exhibit 3, is a true and accurate excerpt from said covenants and restrictions.

8. I am informed and believed that the subdivision HOA has, in fact, approved the provisions of the settlement. To date, Bank of America, as Mortgagee of my property which is to lose easement rights under the Settlement, has not approved the Settlement nor the extinguishment of easements of record over the mortgaged premises.

9. This affidavit was prepared for me, but the testimony herein is my own testimony and is true and accurate.

10. FURTHER SAYETH YOUR AFFIANT NAUGHT!


GEORGE SAKAKINI

Personally appeared before me this ^{18th} day of March in the Year of Our LORD 2016 George Sakakini who did, after being lawfully administered Oath, and swore and deposed the foregoing.


Notary Public for South Carolina
My Commission Expires:

3
10
Wicker
4187

BEAUFORT COUNTY SC - ROD
BK 01900 PGS 2505-2507
FILE NUM 2004004864
01/21/2004 03:41:07 PM
REC'D BY C SEABROOK RCPT# 214106
RECORDING FEES 10.00
County Tax 282.06
State Tax 680.30

(Please do not write above this line - Reserved for Register of Deeds Office)

Prepared By:
Raymond H. Williams, PA
1105 Bay Street
Beaufort SC 29902

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) **TITLE TO REAL ESTATE**

KNOW ALL MEN BY THESE PRESENTS, that **Pingree and Wallace Properties, LLC**, Grantor, in the State aforesaid for and in consideration of the sum of TWO HUNDRED SIXTY FIVE THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$265,100.00) to it paid by **George C. Sakakini**, the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, sold and released; and by these presents, does grant, bargain, sell and release unto the said **George C. Sakakini**, his Heirs and Assigns, forever, in fee simple, the following described property, to wit:

ALL that certain piece, parcel or lot of land, lying in the Town of Port Royal, Beaufort County, South Carolina, shown and designated as Lot 43 on a plat dated February 9, 2000 and entitled "Subdivision Plat Picket Fences Prepared For Pingree And Wallace Property LLC Port Royal Island Beaufort County South Carolina", prepared by David E. Gasque, R.L.S. #10506 and recorded in the office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 75 at page 142. For a more detailed description as to courses, reference may be had to the above referenced plat of record.

This property is conveyed by the Grantor and accepted by the Grantee subject to that certain Declaration of Covenants, Conditions and Restrictions for Picket Fences recorded in Records Book 1262 at Page 553 in the office of the Register of Deeds for Beaufort County, South Carolina, and any applicable amendments thereto.

This is a portion of that certain property conveyed to Pingree and Wallace Properties, LLC by deed dated December 15, 1997 and recorded in the office of the Register of Deeds for Beaufort County, South Carolina in Records Book 1001 at Page 161.

000116

Exhibit

Tax Map #: R112 031 000 0333 0000

Grantee Address: 53 White Pond Blvd.
Beaufort, SC 29902

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **George C. Sakakini**, his Heirs and Assigns, forever, in fee simple, the aforesaid described property.

AND it does hereby bind itself and the undersigned's heirs and assigns, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said **George C. Sakakini**, his heirs and assigns, against the undersigned, the Grantor, and its successors and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

000117

WITNESS the execution hereof by Grantor this 15th day of January, 2004.

Signed, Sealed and Delivered
in the Presence of

PINGREE AND WALLACE PROPERTIES, LLC

Kathleen A. [Signature]
Witness

By: [Signature] (SEAL)

[Signature]
Notary

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

CORPORATE PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within Henry E. Wallace, authorized representative of Pingree and Wallace Properties, LLC, sign, seal, and as act and deed, deliver the within Title to Real Estate; that deponent with the other witness whose name is subscribed above, witnessed the execution thereof.

Kathleen A. [Signature]
Witness

SWORN to before me this 15th day of
January, 2004.

[Signature]
Notary Public for South Carolina

OFFICIAL SEAL
BARBARA D. THOMAS-CRUMLEY
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 10/10/2007

My Commission Expires _____

(SEAL)

File # 0311-7

000118

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT	CIVIL ACTION NO. 2015-CP-07-00597
Mildred Anne Kinghorn as Trustee for the Mildred Anne Kinghorn Trust, Dated April 28, 2004, Plaintiff, vs. George C. Sakakini, Defendant.	SETTLEMENT AGREEMENT

The Plaintiff does hereby agree to settle her claims against the Defendant, and the Defendant agrees to settle his counter claims against the Plaintiff and both parties will dismiss those claims with prejudice. The terms of the settlement are that

1. The Plaintiff will convey a one (1') foot wide strip of land running from the southwest corner of lot 44 to the point where the boundary line intersects the western boundary of the asphalt path that runs north and south through Lot 44; Said one (1') foot strip shall be contiguous with the southern boundary of lot 44. Reference can be made to the Gasque and Associates Plat signed January 10, 2013. Costs of the said plat showing the strip and the deed conveying the said strip shall be borne by the Defendant. David Gasque shall prepare the plat showing among other things, the distance between the Sakakini dwelling and the new property line.

000119

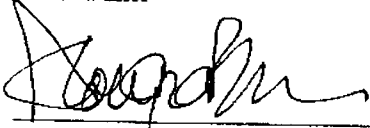
2. The Plaintiff will build a fence along the new property line in accordance with the covenants and restrictions of Picket Fences.
3. The Defendants shall extinguish all rights to any easements that may exist to the north of the new property line. The Defendant shall execute a deed conveying any & all rights to the property north of the new property line. The Plaintiff shall bear the costs of the deed preparation.
4. The entire agreement is contingent and subject to approval by the governing boards of the Picket Fences POA or Board of Review or any other appropriate authority that may be required to approve the above items 1, 2 & 3.
5. Upon approval of the appropriate authority, the Defendant shall have 30 days to remove any and all encroachments on the Plaintiff's property.
6. The Defendant shall also remove the three trees on the southeastern portion of the Plaintiff's property and one small sapling which has a plant cage over it. If the Defendant does not remove these trees within 30 days of the approval listed in Item 4 above then the Plaintiff may have them removed if she desires.
7. Defendant shall also remove all other plants and pavers that are located to the north of the new property line within 30 days of the approval listed in Item 4 above.

[SIGNATURES ON FOLLOWING PAGE]

Mildred Anne Kinghorn as Trustee for the Mildren Anne Kinghorn Trust, Dates
April 28, 2004 v. George C. Sakakini
Civil Action No. 2015-CP-07-00597

SETTLEMENT AGREEMENT

Graber Law Firm

By: 

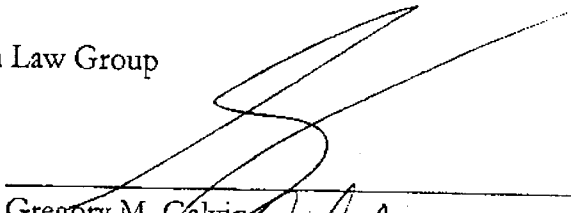
C. Scott Graber

Attorneys for Plaintiff

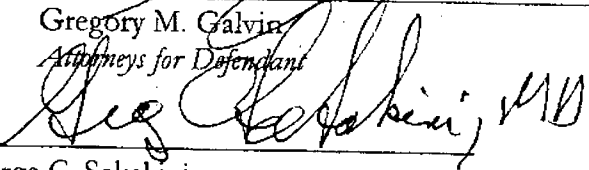
Mildred Anne Kinghorn, Trustee

Mildred Anne Kinghorn as Trustee for the Mildren Anne Kinghorn Trust, Dates April 28,
2004

Galvin Law Group

By: 

Gregory M. Galvin
Attorneys for Defendant


George C. Sakakini

000121

28
29 6/16
COS/RW
TRB Settlement

BEAUFORT COUNTY SC - ROD
BK 03180 PGS 1321-1343
FILE NUM 2012058023
10/05/2012 10:58:01 AM
REC'D BY R WEBB RCFT# 690899
RECORDING FERS 29.00

Return To:
Bank of America, N.A.
1 Mortgage Way, Mount Laurel NJ 08054

Prepared By:
Nicole Johnson
5201 Gate Parkway, Jacksonville, FL 32256

(Space Above This Line For Recording Data)

MORTGAGE

CSLLC 1208606

MIN 100020071042735733

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 September 07, 2012 together with all Riders to this document.

(B) "Borrower" is George C Sakakini, 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.

7104273573

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

SA(SC) (0611)

Page 1 of 15

Infile

VLP Mortgage Solutions, Inc.

000122

Exhibit 3

(D) "Lender" is Bank of America, N.A.

Lender is a Corporation
organized and existing under the laws of Delaware
Lender's address is 5201 Gate Parkway, Jacksonville, FL 32256

(E) "Note" means the promissory note signed by Borrower and dated September 07, 2012

The Note states that Borrower owes Lender

One Hundred Forty-Eight Thousand Five Hundred Dollars and Zero Cents Dollars
(U.S. \$148,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic

Payments and to pay the debt in full not later than October 01, 2042

(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-appellable 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

7104273573

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

4A(SC) (0811)

Page 2 of 15

Initials: 

Form 3041 1/01

000123

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

BEAUFORT

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

See Attached Legal Description

Parcel ID Number: **R12 031 - 000 - 0333 - 0000** which currently has the address of
53 White Pond Blvd [Street]
BEAUFORT [City], South Carolina **29902** [Zip Code]
("Property Address"):

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

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

7104273573

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

SA(SC) (0611)

Page 3 of 15

Notab:

Form 3041 1/01

000124

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

7104273573

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

4A(SC) (04/11)

Page 4 of 15

Initials: 

Form 3041 1/01

000125

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

7104273573

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

4A(3C) (08/11)

Page 5 of 15

Initials

Form 3041 1/01

000126

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 effect 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

7104273573

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

4A(SC) (04/11)

Page 8 of 15

INSTRUMENT

Form 3041 1/01

000127

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

7104273573

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

4A(8C) (0811)

Page 7 of 15

Initials

Form 3041 1/01

000128

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.

7104273573

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

6A(SC) (06/11)

Page 8 of 15

Indicate

Form 1041 1/01

000129

(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.

7104273573

SOUTH CAROLINA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT VERSION 6

6A(SC) (0811)

Page 9 of 15

Initials: 

Form 3041 1/01

000130

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.

7104273573

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

SA(SC) 106111

Page 10 of 15

Initials: 

Form 3041 1/01

000131

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

710427357J

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

SA(SC) (0811)

Page 11 of 15

WWS

Form 3841 1/01

000132

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.

7104273573

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

SA(SC) 00511

Page 12 of 15

Initials

Form 3041 1/01

000133

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.

7104273573

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

6A(SC) (0611)

Page 12 of 16

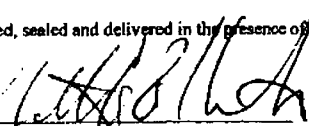
Initials: 

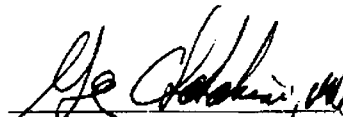
Form 3041 1/01

000134

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


Matthew S. Henderker


George C. Salas (Seal)
-Borrower


Nina Dore Henderker

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

7104273573

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

4A(SC) (0611)

Page 14 of 15

Form 3041 1/01

000135

STATE OF SOUTH CAROLINA, BEAUFORT

I,
George C Sakakini

County as:

NINA DOBRER HOFFMAN do hereby certify that

was married now 

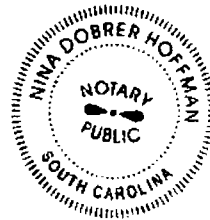
personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 7th day of September, 2012


Notary Public for South Carolina

My Commission Expires:

9/16/2014



7104273573

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

SA(SC) (0811)

Page 15 of 15

Include:

 Form 3041 1/01

000136

FIXED/ADJUSTABLE RATE RIDER
(LIBOR One-Year Index (As Published in The Wall Street Journal)- Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 7th day of September, 2012, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to Bank of America, N.A.

("Lender") of the same date and covering the property described in the Security Instrument and located at: 53 White Pond Blvd, Beaufort, SC 29902

[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 2.670%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of October, 2019, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

7104273573

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family - Fannie Mae Uniform Instrument

Form 3187 6/01
Wolters Kluwer Financial Services
VMP®-168R (0807)

Page 1 of 4

Initials: 

000137

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and Twenty-Five / Hundredths percentage points (2.250%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 7.670% or less than 2.250%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 7.670%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

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

7104273373

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family - Fannie Mae Uniform Instrument

VMP #-168R (0807)

Page 2 of 4

Initials: *LL* Form 3187 6/01

000138

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.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

7104273373

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR, Single Family -
Fannie Mae Uniform Instrument

VMP-168R (0807)

Page 3 of 4

Initials: *[Signature]* Form 3187 6/01

000139

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

 (Seal) _____ (Seal)
George C. Sakellari -Borrower -Borrower

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

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

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

7104273573

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family -
Fannie Mae Uniform Instrument Form 3187 8/01
VMP 8-168R (0807) | Page 4 of 4

000140

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 7th day of September, 2012, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to Bank of America, N.A.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 53 White Pond Blvd, Beaufort, SC 29902

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in The Covenants, Conditions and Restrictions

(the "Declaration"). The Property is a part of a planned unit development known as PICKET FENCES

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

7104273573

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01

Wolters Kluwer Financial Services
VMP®-7R (0811)

Page 1 of 3

Initials: 

000141

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and 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, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

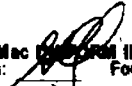
C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7104273573

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac  INSTRUMENT
VMP®-7R (0811) Page 2 of 3 Initials: Form 3150 1/01

000142

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

George C. [Signature] (Seal) _____ (Seal)
George C. [Signature] -Borrower -Borrower

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

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

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

7104273573



000143

Exhibit A

**Address: 53 WHITE POND BOULEVARD
BEAUFORT, SC 29902**

LEGAL DESCRIPTION

County: BEAUFORT

**Property Address: 53 WHITE POND BOULEVARD
BEAUFORT, SC 29902**

**THE FOLLOWING DESCRIBED PROPERTY, TO WIT:
ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, LYING IN THE TOWN OF
PORT ROYAL, BEAUFORT COUNTY, SOUTH CAROLINA, SHOWN AND DESIGNATED
AS LOT 43 ON A PLAT DATED FEBRUARY 9, 2000 AND ENTITLED "SUBDIVISION
PLAT PICKET FENCES PREPARED FOR PINGREE AND WALLACE PROPERTY LLC
PORT ROYAL ISLAND BEAUFORT COUNTY SOUTH CAROLINA", PREPARED BY
DAVID E. GASQUE, R.L.S. #10896 AND RECORDED IN THE OFFICE OF THE
REGISTER OF DEEDS FOR BEAUFORT COUNTY, SOUTH CAROLINA IN PLAT BOOK
75 AT PAGE 142. FOR A MORE DETAILED DESCRIPTION AS TO COURSES,
REFERENCE MAY BE HAD TO THE ABOVE REFERENCED PLAT OF RECORD.**

TAX ID #: R112 031 000 0333 0000 00

**For information only : Property Address: 53 WHITE POND BOULEVARD, PORT
ROYAL, SC 29902**

**GEORGE C. SAKAKINI by deed from PINGREE AND WALLACE PROPERTIES, LLC dated
1/15/2004, and recorded 1/21/2004 in Book/Instrument 01900 , Page 2505.**

000144

have committed a trespass or wrongful act solely by reason of such entry and carrying out of such purposes. The Declarant and its employees, agents, successors and assigns shall be responsible for leaving each Homesite in good condition and repair following any work or activity undertaken by the same in an Easement Area pursuant to the provisions of Section 7.1:

Section 7.4 Zoning and Private Restrictions. None of the covenants, restrictions or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations of any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by this Declaration, the most restrictive provision shall govern and control. Notwithstanding the foregoing, if these Covenants are included as part of any zoning ordinance or resolution, the adoption of the same shall not prevent the later modification or amendment of these Covenants in Accordance with the provisions for amendment contained in this Declaration.

Section 7.5 Landscaping. In all utility easement areas, access to transformers, pedestals, and other above ground utility equipment cannot be impeded by additional fencing or landscaping other than that approved by Declarant and the affected utility company.

Section 7.6 Easement Across Adjacent Residential Lot. The proximity of the Homesites to the Lot line necessitates the entry into adjacent Lots by Property Owners for the purpose of maintaining their own Homesites and landscaping. By Acceptance of a Deed, each Owner of a Lot (for purposes of this Section 7.6, "Servient Lot") grants the adjacent Property Owner whose Homesite runs within five feet of the Lot's common boundary line (for purposes of this Section 7.6, "Dominant Lot"), a maintenance easement which shall run parallel to and five feet inside of the Lot's common boundary lines. This maintenance easement is to permit the maintenance and repair of the Homesite and landscaping on the Dominant Lot, and to permit reasonable water runoff and general drainage for the Dominant Lot, but for no other purpose. Therefore, this five foot deep maintenance easement shall extend in length only along the distance of the Homesite plus five additional feet on each end of the Homesite, and this maintenance easement shall not extend along the entire distance of the common boundary line. All use of this easement shall be in a reasonable manner and at reasonable hours. Any dispute regarding the exercise of such easement rights shall be settled by decision of the Declarant, its successors and assigns. Any damage caused to the Servient Lot or Homesite thereon by use of this easement by the Owner of the Dominant Lot, shall be repaired or replaced at the expense of the Owner of the Dominant Lot.

Section 7.7 Easements for Eaves, Landscaping and other Projections. Due to the proximity of the Homesites to the Lot lines, the eaves and other similar projections of some Homesites or garages may encroach upon adjacent Lots. Therefore, the Declarant hereby reserves for purpose of this Section 7.7. The "Servient Lot"), by Acceptance of a Deed, grants to the Owner of each adjacent Lot (for purposes of this Section 7.7., the "Dominant Lot" a perpetual easement over such portions of each Servient Lot as is necessary to ARBommodate the eaves, landscaping and other similar projections as originally constructed by the Declarant to permit the existence of such encroachments. The easement granted hereby, however, shall not intrude more than three fee into any Servient Lot. In the event of destruction of the Homesite on the Dominant Lot, the easement granted hereby shall permit the eaves and other similar projections of any replacement Homesite constructed on the Dominant Lot in Accordance with this Declaration to encroach upon the adjacent Servient Lot to the same extent as the Homesite originally constructed on the Dominant Lot by the Declarant.

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH JUDICIAL CIRCUIT
CASE NO.: 2015-CP-07-597

MILDRED ANN KINGHORN AS)
TRUSTEE FOR THE MILDRED)
ANN KINGHORN TRUST, dated)
28 April 2004,)

Plaintiff,)

vs.)

GEORGE C. SAKAKINI,)

Defendant.)

AFFIDAVIT OF DEFENDANT

2016 MAR 30 AM 8:54
CLERK OF COURT
BEAUFORT COUNTY, S.C.

COMES NOW YOUR AFFIANT, who first being duly sworn, does depose upon his
lawful Oath as follows:

1. I am George Sakakini, a person over the age of eighteen with knowledge of the matters stated herein, and the Defendant in the above-styled action.
2. I have received copies of the Plaintiff's affidavits of 22 February 2016, 3 March 2016 and 22 March 2016. This is filed in rebuttal and clarification thereto.
3. In the 22 February affidavit, the Plaintiff implies that the HOA stopped action on her request at my insistence or encouragement. In her 3 March affidavit she states that I directed the HOA not to act on her application. Such is not the case, and I made it clear to the HOA representatives that although I was not happy with the agreement for a number of reasons, I was not suggesting that they refuse to act upon the application. I have, on occasion, raised several concerns arising out of the settlement with HOA representatives to deal with the repercussions of the execution of the settlement. That is not the same as an attempt to frustrate the settlement which I have not done. Whether the Plaintiff is embellishing what may or may not have been

000146

said to her by the HOA representative or whether the HOA representative misunderstood me is unclear. It is categorical that I did not direct them to halt the process – regardless of how I felt about it.

4. In her 22 March affidavit Plaintiff suggests that I stopped David Gasque on the survey. This is true and what she omits is that I halted him only until such time as the contingencies were removed. There was no need for me to make any expenditure of money until the agreement became executory.

5. The remaining statements about me stopping the HOA board, or attempting to do so are simply not true. I do not dispute that the deal we reached was a deal that, on retrospect, is a bad one for the parties, nor do I dispute that I have said so on more than one occasion. However, when the contingencies of the agreement to which I subscribed are met, I am prepared to fulfill my legal obligations.

6. I am attaching two emails to LaShea duBois, incorporated herein, which directly show the allegations of the Plaintiff to be false and the arguments made by her counsel in his memorandum to be wholly inaccurate. The attached emails are emails which I sent to LaShea duBois and are not offered for the truth of the matter asserted.

7. In the 17 February email, I mentioned that I thought Bank of America was a necessary party, contrary to what Mr. Graber wrote on page 5 of his brief.

8. The other email makes it perfectly clear that though I am unhappy with the agreement I was, and am prepared to fulfil my legal obligations when they arise.

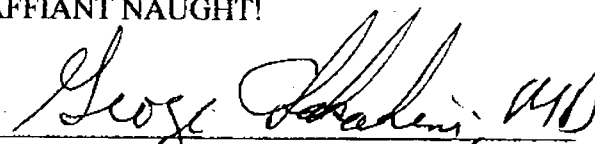
9. When I executed the settlement, I did not know what parties would be necessary to legally make the terms come into being. I suspected that there may be third parties whose consent was necessary, and whom we may have been overlooking at the mediation. I agreed to

the settlement contingent upon any party's consent necessary to approve its terms. Since then, I have been told by three attorneys that to "extinguish the liens" in question, the consent of the mortgage holder is necessary and that I cannot unilaterally do so.

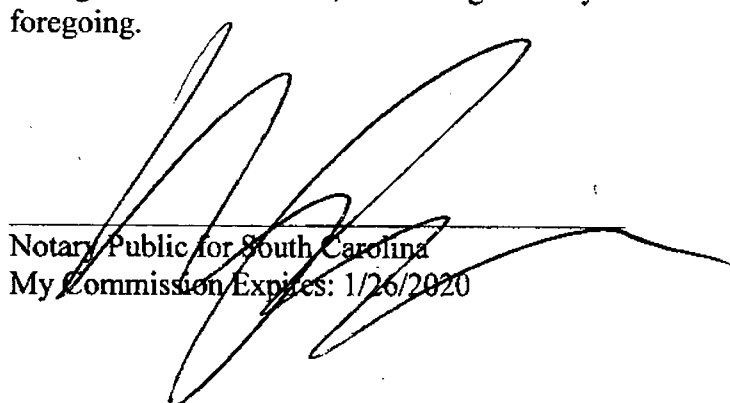
10. I was informed on 29 March 2016 by LaShae duBois that the Plaintiff has not received HOA or ARB approval for a fence as of 3:53 eastern standard time. I was under the impression that Plaintiff had obtained all approvals from the HOA or ARB to this point. Attached is an email from the said Ms. duBois on this matter, which I incorporate herein by reference.

11. This affidavit was prepared for me, but the testimony herein is my own testimony and is true and accurate.

12. FURTHER SAYETH YOUR AFFIANT NAUGHT!


GEORGE SAKAKINI

Personally appeared before me this 30th day of March in the Year of Our LORD 2016 George Sakakini who did, after being lawfully administered Oath, and swore and deposed the foregoing.


Notary Public for South Carolina
My Commission Expires: 1/26/2020

XFINITY Connect

clhchas@comcast.net

Font Size -

Fwd: George contacting LaShea hoping she didn't misconstrue his letter**From :** mrhchas@comcast.net

Tue, Mar 29, 2016 02:59 PM

Subject : Fwd: George contacting LaShea hoping she didn't misconstrue his letter**To :** Katie Hyman <clhchas@comcast.net>

print

From: "cleaefthimiadis" <cleaefthimiadis@aol.com>**To:** "mrhchas" <mrhchas@comcast.net>**Sent:** Tuesday, March 29, 2016 2:53:45 PM**Subject:** George contacting LaShea hoping she didn't misconstrue his letter

-----Original Message-----

From: George Sakakini <gcsakakini@yahoo.com>**To:** PICKET FENCES - LaShea Dubois <lashea.dubois@gold-crown.com>**Cc:** George Sakakini <gcsakakini@yahoo.com>; Greg Galvin <ggalvin@galvinlawgroup.com>**Sent:** Tue, Feb 23, 2016 3:29 pm**Subject:** Legal Counsel Review

Dear LaShea,

I hope you did not misunderstand the intent of my original email I sent you that had the attached settlement agreement concerning the property dispute between lots 43 and 44. I still need your lawyers to opine on the legality of that settlement agreement that I signed and sent to the HOA. My concern remains that I signed a document that I believe is void ab initio because the HOA's legal interests were not a party to the dispute. In no way am I trying to repudiate the signed settlement. My intent was to communicate to you and the HOA my regret of signing that document, not to delay the HOA's approval/disapproval process.

As always, I appreciate your help in this matter.

Sincerely,

George C. Sakakini, MD

Thanking you again for your assistance.

Sent from my iPad

000149

XFINITY Connect

clhchas@comcast.net

Font Size -

Fwd: George's first communication with LaShea

From : mrhchas@comcast.net

Tue, Mar 29, 2016 03:24 PM

Subject : Fwd: George's first communication with LaShea

1 attachment

To : Katie Hyman <clhchas@comcast.net>

From: "cleaefthimiadis" <cleaefthimiadis@aol.com>**To:** "mrhchas" <mrhchas@comcast.net>**Sent:** Tuesday, March 29, 2016 2:49:40 PM**Subject:** George's first communication with LaShea

-----Original Message-----

From: George Sakakini <gcsakakini@yahoo.com>

To: PICKET FENCES - LaShea Dubois <lashea.dubois@gold-crown.com>

Cc: GEORGE SAKAKINI <gcsakakini@yahoo.com>

Sent: Wed, Feb 17, 2016 4:26 pm

Subject: Settlement Agreement

Dear LaShea,

I have been made aware by my attorney that you and the HOA are in possession of the settlement agreement (attached and/or included in FAX) that I signed on 05Feb2015 concerning the boundary dispute and lawsuit that my neighbor brought against me last March. I signed that agreement after an extremely long day (over 8 hours) of mediation hoping to end the dispute amicably and fairly. Honestly, I do not think I was in the proper state of mind at the end of that day and not eating since breakfast to sign that document.

Not only was I not in the proper state of mind, but according to another attorney that I have consulted (he works for Chase Bank), I did not have the legal authority to sign it. Here is a direct quote from his email: "George does not have the legal authority to enter any agreement that waives or modifies the Picket Fences HOA rules, without the express consent of the HOA. That was not done. Likewise, George does not have legal authority to waive or modify easements that run with the land, without the express consent of the lien holder, Bank of America. That was not done. Both Bank of America and Picket Fences HOA are necessary parties to the litigation. Therefore, the Settlement Agreement is void "ab initio" and the parties can reconvene or proceed to trial".

I am currently awaiting Bank of America's legal opinion on this matter.

LaShea, I am asking you to communicate to the HOA that I DO NOT WANT THE HOA TO APPROVE THIS SETTLEMENT. I would like to re-enter negotiations with my neighbor in order to reach a more equitable agreement that does not relinquish the necessary easements that were put in place by the Covenants so that property owners like me can adequately maintain their property.

If I could re-live one day in my life, it would be 05Feb2015. I can not begin to adequately express my profound regret of signing that document. I am hoping the HOA will give me a second chance in this matter.

Sincerely,

George C. Sakakini
CAPT, MC, USN (RET)

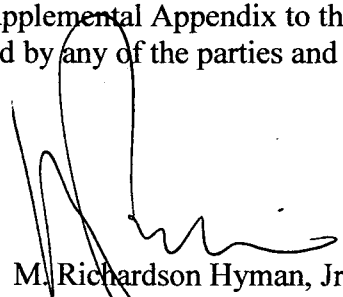
000150

 **IMG.pdf**
766 KB

000151

Certificate of Counsel

The undersigned hereby certifies that the Supplemental Appendix to the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.



M. Richardson Hyman, Jr.
Post Office Box 127
Charleston, South Carolina 29402
(843) 416 1047
Attorney for Appellant

17 January 2017

RECEIVED

JAN 25 2017

SC Court of Appeals