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APR 19 2017

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

SC Court of Appeals

Appeal from the Court of Common Pleads Richland County, South Carolina

Honorable Ben N. Miller, III Special Referee for Richland County

Case No. 2010-CP-40-1571

CitiMortgage, Inc.,.....Respondent,

vs.

Bruce W. Gardner and First Citizens Bank and Trust Company, Inc.,Defendants,

Of Whom Bruce W. Gardner is theAppellant.

SUPPLEMENTAL RECORD ON APPEAL

Bruce W. Gardner

LS

Bruce W. Gardner, pro se, Appellant
237 YMCA Road
Lexington, South Carolina 29073
(803) 206-6729

Pete Balthazer, Esquire
Riley Pope & Laney, LLC
Post Office Box 11412 (29211)
2838 Devine Street
Columbia, South Carolina 29201
Attorney for Respondent

INDEX TO RECORD ON APPEAL

1. Les Penden, Civil Action Coversheet, Summons and Complaint together with all Notices an Exhibits filed March 9, 2010.....	2
2. Order of Reference filed April 30, 2010.....	13
3. Amended Order of Reference filed May 14, 2010.....	14
4. Order of Recusal of Judge Strickland filed May 19, 2013.....	15
5. Certificate of Exemption.....	16
6. Amended Order of Reference To Appoint Special Referee.....	18
7. Motion for Summary Judgment.....	20
8. Transcript of 7-12-12.....	22
9. Note, Mortgage and Assignment.....	44
10. Affidavit of Attorney Fees.....	68
11. Special Referee Order of Judgment of Foreclosure and sale.....	72
12. Affidavit of Non Military Service.....	81
13. Affidavit of Attorney Fees.....	84
14. Statement of Costs.....	86
15. Waiver of Deficiency.....	87
16. Certificate of Exemption from Administrative Order	88
17. Answer to the Complaint.....	90

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STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

C/A NO.:

CitiMortgage, Inc,

2010CP4001571

Plaintiff(s)

vs.

LIS PENDENS
(NON-JURY
MORTGAGE FORECLOSURE)

Bruce W. Gardner and First Citizens Bank and Trust
Company, Inc.,

Defendant(s).

JEANETTE W. HEBBARD
C.C.P. & G.

2010 MAR -9 AM 8:25

RICHLAND COUNTY
FILED

NOTICE IS HEREBY GIVEN that an action has been commenced or will be commenced in this Court upon Complaint of the above-named Plaintiff against the above-named Defendant for the foreclosure of a certain mortgage of real estate given by Bruce W. Gardner to Mortgage Electronic Registration Systems, Inc. as nominee for CitiMortgage, Inc., in the amount of \$82,800.00 dated December 14, 2007 and recorded December 28, 2007 in Book 01388 at Page 1494 in the Office of the Register of Deeds for Richland County. The property covered and affected by the mortgage is described as:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND WITH THE IMPROVEMENTS THEREON, SITUATE, LYING AND BEING NEAR THE CITY OF COLUMBIA, IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, THE SAME BEING SHOWN AS LOT NUMBER 220 ON PLAT OF GREENVIEW BY COLUMBIA ENGINEERING COMPANY DATED APRIL 28, 1950, REVISED SEPTEMBER 4, 1951 AND RECORDED IN PLAT BOOK O AT PAGE 136 IN THE CLERK OF COURT OFFICE FOR RICHLAND COUNTY SC. ALSO, BEING SHOWN ON A PLAT PREPARED FOR LEOLA DARLEY BY R.E. COLLINGWOOD, JR., RLS, DATED FEBRUARY 16, 1966 AND RECORDED MARCH 17, 1966 IN THE OFFICE OF THE ROD FOR RICHLAND COUNTY, SC IN PLAT/RECORD BOOK 28 AT PAGE 543.

THIS BEING THE SAME PROPERTY HERETOFORE CONVEYED TO BRUCE W. GARDNER BY DEED OF WACHOVIA BANK OF DELAWARE N.A. DATED SEPTEMBER 17, 2007 AND RECORDED OCTOBER 26, 2007 IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN DEED/RECORD BOOK 1370 AT PAGE 1416. SUBJECT TO RESTRICTIVE COVENANTS RECORDED IN DEED/RECORD BOOK 1370 AT PAGE 1416.

TMS# 14203-10-04
PROPERTY ADDRESS: 104 ABRAHAM STREET, COLUMBIA SC 29203

Date: March 1, 2010

Johnson & Freedman, LLC

[Signature]

Tiffany H. Wolf S.C. Bar No.: 15149
ATTORNEYS FOR THE PLAINTIFF
1587 Northeast Expressway
Atlanta, GA 30329
(770) 234-9181(Telephone), (770) 234-9192
(Facsimile)/ 0904811SC

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

CitiMortgage, Inc.,)

Plaintiff(s))

vs.)

Bruce Gardner, et. al)

Defendant(s))

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2010CP#001571

(Please Print)

Submitted By: Tiffany H. Wolf

Address: JOHNSON & FREEDMAN, LLC

1587 Northeast Expressway

Atlanta, GA 30329

SC Bar #: 16149

Telephone #: (770) 234-9181

Fax #: (770)234-9192

Other:

E-mail: THWolf@jlegal.com

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

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check One Box Below)

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

Submitting Party Signature:

[Handwritten Signature]

Date: March 3, 2010

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

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

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

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

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

4.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

CitiMortgage, Inc,

Plaintiff(s)

vs.

Bruce W. Gardner and First Citizens Bank and Trust Company, Inc.,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.:

**SUMMONS AND NOTICE
(Non-Jury Mortgage Foreclosure)
Deficiency Judgment Demanded**

2010 MAR - 9 AM 8:25
JENNIFER W. McBRIDE
P. & G.S.

RICHLAND COUNTY
FILED

TO THE DEFENDANT(S) ABOVE NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, or other wise to appear and defend, and to serve a copy of your to said Complaint upon subscribers at their office, 1587 Northeast Expressway, Atlanta, GA 30329, or to otherwise appear and defend the action pursuant to applicable court rules, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after service hereof, exclusive of such service; and if you fail to answer the Complaint or otherwise appear and defend within the time aforesaid, the Plaintiff in this action will apply to the Court for relief demanded therein, and judgment by default will be rendered against you for the relief demanded in the Complaint.

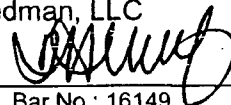
TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDE(S), AND/ OR TO PERSONS UNDER SOME LEGAL DISABILITY:

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

YOU WILL ALSO TAKE NOTICE that pursuant to Rule 53(b) of the South Carolina Rules of Civil Procedure, as amended effective September 1, 2002, the Plaintiff will move for a general Order of Reference to the Master in Equity for Richland County, which Order shall, pursuant to Rule 53(b) of the SCRPC, specifically provide that he said Master in Equity is authorized and empowered to enter a final judgment in this action.

March 3, 2010

Johnson & Freedman, LLC



Tiffany H. Wolf S.C. Bar No.: 16149
ATTORNEYS FOR THE PLAINTIFF
1587 Northeast Expressway
Atlanta, GA 30329
(770) 234-9181, (Telephone)
(770) 234-9192 (Facsimile)

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

CitiMortgage, Inc,

Plaintiff(s)

vs.

Bruce W. Gardner and First Citizens Bank and
Trust Company, Inc.,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.:

**COMPLAINT
NON-JURY MORTGAGE FORECLOSURE
DEFICIENCY DEMANDED**

2010 MAR -9 AM 8:25
JEANETTE W. BRIDGE
C.C.P.

RICHLAND COUNTY
CLERK OF COURT

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

1. The Plaintiff is a corporation or other legal entity organized and existing under the laws of one of the states of the United States and claims an interest in the real estate which is described hereafter.
2. The above-named Defendant(s) may claim an interest in the real estate which is the subject of this action.
3. Upon information and belief no Defendant is serving, or has served, in the military service of the United States of America as contemplated under the Servicemembers' Civil Relief Act.
4. Concurrently with the filing of this Complaint the Plaintiff has filed with the Office of the Clerk of Court for Richland County a Lis Pendens giving notice of the pendency of this lawsuit.
5. On or about December 14, 2007, for value received, Bruce Gardner ("Mortgagor(s)") made, executed and delivered unto CitiMortgage, Inc. a certain Note ("Note") in the principal sum of \$82,800.00, together with an interest rate of 6.3750%.
6. To secure payment of the Note according to the terms and conditions thereof, the Mortgagor(s) made, executed and delivered unto Mortgage Electronic Registration

Systems, Inc. as nominee for CitiMortgage, Inc. a certain real estate Mortgage ("Mortgage") covering the following described property:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND WITH THE IMPROVEMENTS THEREON, SITUATE, LYING AND BEING NEAR THE CITY OF COLUMBIA, IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, THE SAME BEING SHOWN AS LOT NUMBER 220 ON PLAT OF GREENVIEW BY COLUMBIA ENGINEERING COMPANY DATED APRIL 28, 1950, REVISED SEPTEMBER 4, 1951 AND RECORDED IN PLAT BOOK O AT PAGE 136 IN THE CLERK OF COURT OFFICE FOR RICHLAND COUNTY SC. ALSO, BEING SHOWN ON A PLAT PREPARED FOR LEOLA DARLEY BY R.E. COLLINGWOOD, JR., RLS, DATED FEBRUARY 16, 1966 AND RECORDED MARCH 17, 1966 IN THE OFFICE OF THE ROD FOR RICHLAND COUNTY, SC IN PLAT/RECORD BOOK 28 AT PAGE 543.

THIS BEING THE SAME PROPERTY HERETOFORE CONVEYED TO BRUCE W. GARDNER BY DEED OF WACHOVIA BANK OF DELAWARE N.A. DATED SEPTEMBER 17, 2007 AND RECORDED OCTOBER 26, 2007 IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN DEED/RECORD BOOK 1370 AT PAGE 1416. SUBJECT TO RESTRICTIVE COVENANTS RECORDED IN DEED/RECORD BOOK 1370 AT PAGE 1416.

TMS# 14203-10-04

PROPERTY ADDRESS: 104 ABRAHAM STREET, COLUMBIA SC 29203

7. The property secured by the Mortgage is residential property.
8. The Mortgage is owned, securitized or guaranteed by Fannie Mae, Freddie Mac or by a servicer participating in the Home Affordable Modification Program (HMP), but is not subject to modification under the HMP for the following reason(s):
 - a. The owner-occupant borrower has failed to respond to Plaintiffs attempts to have the eligible borrower participate
9. The Mortgage was signed, witnessed, probated and thereafter recorded in the office of the Register of Deeds/Clerk of Court for Richland County on December 28, 2007 in Mortgage Book 1388 at Page 1494. A copy of the mortgage is attached hereto as "Exhibit "A" and incorporated herein by reference.
10. Thereafter the note and mortgage were assigned to the Plaintiff herein by assignment dated April 17, 2009 and recorded May 13, 2009 in Book 1520 at Page 3794 in the Register Deeds Office of Richland County.

11. Plaintiff is informed and believes that the title holders of record of the subject property as of the filing of the Lis Pendens in this action were the Mortgagor(s).

12. The Mortgage evidences and secures the repayment of money advanced by the Plaintiff to, or on behalf of, the Mortgagor(s) and constitutes a purchase money mortgage or first mortgage lien on the mortgaged premises.

13. The hereinafter named Defendant(s) may have some interest in or lien upon the premises covered by the Mortgage set herein, or some part thereof, but Plaintiff alleges that such interests or liens are junior or subordinate to the lien of the Plaintiff's Mortgage, or do not attach to the property which is the subject of this action, or have been paid in full and not satisfied of record. Said liens or interests are of record in the Register of Deeds or Clerk of Court and are described as follows:

a. The Defendant First Citizens Bank and Trust Company, Inc., is made a party hereto because the Plaintiff is informed and believes that said Defendant holds a mortgage lien against the subject real estate by virtue of a mortgage not to exceed the amount of \$25,200.00 and recorded January 16, 2008 in Book R1392 at Page 3563 in the office of the Register of Deeds for Richland County.

14. Pursuant to the terms of the Mortgage, any sums paid by the Plaintiff for inspecting and securing the subject property, for fire and other hazard insurance, taxes and assessments for the mortgaged premises, and any costs of collection, including reasonable attorney's fees, are secured by the Mortgage.

15. According to the terms of the said Mortgage, and as additional security, the Mortgagor(s) assigned all rents, issues and profits of the mortgaged premises from and after any default thereunder, and should legal proceedings be instituted pursuant to said mortgage, the mortgagee, its successors and assigns, was given the right to have a Receiver appointed of the rents, issues, and profits, towards debt secured by said Mortgage.

16. The monthly payments on said Note and Mortgage are in default since October 1, 2008, although demand for payment thereof has been made and the Plaintiff, as the holder of said Note and Mortgage, after providing all required notices, elects to, and does declare the balance of said indebtedness due and payable, and that there is due on said Note and Mortgage as of September 1, 2008, the sum of \$82,254.59, together with interest at 6.375% pursuant to the terms of the Note, from September 1, 2008 and also for the costs and disbursements of this action, including attorney fees.

17. Pursuant to Section 37-3-105, South Carolina Code of Laws (1976 as amended), the mortgage lien, which is subject to this action, is a first lien on real estate and is not a 'consumer loan' for the purposes of the South Carolina Consumer Protection Code.

18. The Plaintiff demands a deficiency judgment in the event of a sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due unto the Plaintiff, including costs and attorney's fees.

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

1. The amount due upon the said Note and Mortgage held by Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and the costs of this action.

2. The said Plaintiff's Mortgage be declared a first mortgage lien and that the said Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees and for costs of this action.

3. The mortgaged premises be sold under the direction of this Court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

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

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

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

4. An Order be entered directing and empowering the Sheriff of Richland County, South Carolina, to place the successful purchaser at the said foreclosure sale in possession of the property hereinabove described should the same become necessary.

5. An Order be entered for the ejectment of the Defendants in possession herein and all persons claiming thereunder and the removal therefrom all furnishings, fixtures and items not subject to the lien of the Plaintiff's Mortgage, which personal property if not removed shall be deemed abandoned and shall be removed by the Plaintiff or its agents from the subject property by placing said property on the public street or highway or by any other means.

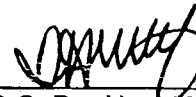
6. An Order be entered for reimbursements of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

7. An Order by entered awarding Plaintiff a personal judgment against the defendant Mortgagor any deficiency which remains owing to the Plaintiff after applying the proceeds from the sale of the Mortgage premises.

8. An Order be entered for such other and further relief as may be just and proper.

Date: March 3, 2010

Johnson & Freedman, LLC



Tiffany H. Wolf S.C. Bar No.: 16149
ATTORNEYS FOR THE PLAINTIFF
1587 Northeast Expressway
Atlanta, GA 30329
(770) 234-9181(Telephone)
(770) 234-9192 (Facsimile)

0904811SC

10

**NOTICE
REQUIRED BY
THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. §1601, et seq, as amended**

1. The amount of the debt is set forth in the attached Complaint.
2. The Plaintiff named in the attached Summons and Complaint is the creditor to whom the debt is owed.
3. The debt described in the attached Complaint will be assumed to be valid by this firm unless you dispute the validity of the debt or some portion thereof in writing, within thirty (30) days after the receipt of this notice.
4. If you notify this firm in writing, within thirty (30) days after the receipt of this notice that the debt or some portion thereof is disputed, this firm will obtain verification of the debt and will mail verification to you.
5. If the Plaintiff in the attached Summons and Complaint is not the original creditor, and if you make a written request to this firm within thirty (30) days after the receipt of this notice, we will mail you the name and address of the original creditor.
6. Written requests under this Act should be made to:



7. For information and/or assistance as to the total amount needed to either bring your loan current, or to pay off your loan in full, or for information as to alternatives to avoid foreclosure contact our office at (770)234-9181.
8. This notice does **not** relieve you from your duty to serve a written answer to the Complaint within the thirty (30) day period required by the Summons. The relief sought by the Plaintiff will be strictly enforced.

**THIS IS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Richland County Common Pleas

Clerk : Jeanette W. McBride
Richland County Judicial Center
Columbia, SC 29201
(803) 576-1999

DUPLICATE

Received From: Wolf, Tiffany H.
Johnson & Freedman, L.L.C.
Atlanta, GA 30329

Date : 3/9/2010
RECEIPT #: 99557
Clerk: COCMETTS

Paying for: Citimortgage Inc,
Transaction Type: Payment
Payment Type: Check \$150.00
Total Paid \$150.00

Reference #: 25589
Comment:

<u>Case #</u>	<u>Caption</u>	<u>Previous Balance</u>	<u>Amount Paid</u>	<u>Balance Due</u>	<u>S/T</u>
2010CP4001571	Citimortgage Inc vs Bruce W Gardner	\$150.00	\$150.00	\$0.00	420

Total Cases: 1

\$150.00 \$150.00 \$0.00

12

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

CitiMortgage, Inc.,

Plaintiff(s)

vs.

Bruce W. Gardner and First Citizens Bank and Trust Company, Inc.,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO.: 2010-CP-40-1571

ORDER OF REFERENCE

It appearing that pursuant to Rule 53(b) SCRPC, that the herein action is for foreclosure of the Plaintiff's mortgage and is an appropriate action to be referred to the Honorable Cynthia Graham Howe, Master in Equity for Horry County with authority to enter a final judgment in the case;

NOW, upon motion of the attorneys for the Plaintiff,

IT IS ORDERED that this case is referred to the Honorable Cynthia Graham Howe, Master in Equity for Horry County, who, pursuant to Rule 53(b) SCRPC, shall exercise all power and authority which a Circuit Judge sitting without a jury would have, including but not limited to, making findings of fact and conclusions of law; directing entry of final judgment in this action under Rule 53(b) SCRPC; hearing any issues, including motions, after sale or judgment; issuing any and all Orders and Supplemental Orders, Writs of Assistance, Rules to Show Cause and hearing any issues involving possession and/or removal of property and appraisal proceedings under Section 29-3-360, *et seq.* of the South Carolina Code. Pursuant to Rule 53(b) SCRPC, any appeal from the final judgment entered by the Master in Equity shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules. Any judicial sale of the property subject of this action may be held on a day other than the regular judicial sale day.

IT IS SO ORDERED.

Cola, South Carolina
April 29, 2010

Jeanette W. McBride
~~Presiding Judge~~
Richland County Clerk of Court

WE SO MOVE:

Johnson & Freedman, LLC

Tiffany H. Wolf
Tiffany H. Wolf/ S.C. Bar No.: 6149
ATTORNEY FOR THE PLAINTIFF

1587 Northeast Expressway
Atlanta, GA 30329
(770) 234-9181 (Telephone)
(770) 234-9192 (Facsimile)
0904811SC

13.

FILED
RICHLAND COUNTY
280 APR 30 AM 9:53
JANETTE W. MCBRIDE
C.P. & C.V. CLERK

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

CitiMortgage, Inc.,

Plaintiff(s)

vs.

Bruce W. Gardner and First Citizens Bank and Trust Company, Inc.,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO.: 2010-CP-40-1571

BOOK

SF

PAGE 41

AMENDED ORDER OF REFERENCE

RICHLAND COUNTY
CLERK OF COURT
JEANETTE W. BRIDGES
2010 MAY 14 AM 9:24
C.C. 806

It appearing that pursuant to Rule 53(b) SCRPC, that the herein action is for for closure of the Plaintiff's mortgage and is an appropriate action to be referred to the Honorable Joseph M. Strickland, Master in Equity for Richland County with authority to enter a final judgment in the case;

NOW, upon motion of the attorneys for the Plaintiff,

IT IS ORDERED that this case is referred to the Honorable Joseph M. Strickland, Master in Equity for Richland County, who, pursuant to Rule 53(b) SCRPC, shall exercise all power and authority which a Circuit Judge sitting without a jury would have, including but not limited to, making findings of fact and conclusions of law; directing entry of final judgment in this action under Rule 53(b) SCRPC; hearing any issues, including motions, after sale or judgment; issuing any and all Orders and Supplemental Orders, Writs of Assistance, Rules to Show Cause and hearing any issues involving possession and/or removal of property and appraisal proceedings under Section 29-3-360, *et seq.* of the South Carolina Code. Pursuant to Rule 53(b) SCRPC, any appeal from the final judgment entered by the Master in Equity shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules. Any judicial sale of the property subject of this action may be held on a day other than the regular judicial sale day.

IT IS SO ORDERED.

Coleman, South Carolina
5/13, 2010

James F. Best
Presiding Judge
Richland County Clerk of Court

WE SO MOVE:

Johnson & Freedman, LLC

Tiffany H. Wolf
Tiffany H. Wolf/ S.C. Bar No.: 16149
ATTORNEY FOR THE PLAINTIFF

1587 Northeast Expressway
Atlanta, GA 30329
(770) 234-9181 (Telephone)
(770) 234-9192 (Facsimile)
0904811SC

14.

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
CASE NO.: 2010-CP-40-1571

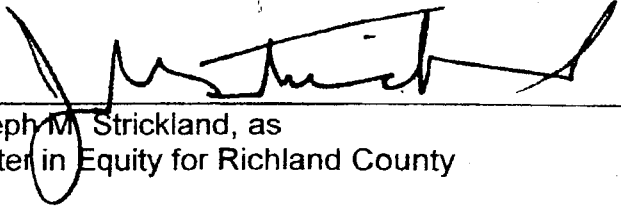
CITIMORTGAGE, INC.,)
)
)
)
Plaintiff,)
vs.)
)
BRUCE W. GARDNER., ET AL.,)
)
Defendant(s))

ORDER OF RECUSAL

2011 MAY 19 AM 11:05
JEANETTE H. STRICKLAND
C.C.P. & G.S.
RICHLAND COUNTY
FILED

The matter before the court is a foreclosure lawsuit. I have reviewed the case and have determined I should recuse myself from considering any matter in this case.

IT IS SO ORDERED.



Joseph M. Strickland, as
Master in Equity for Richland County

Columbia, South Carolina
May 18, 2011

Cc: Johnson and Freedman
1587 Northeast Expressway
Atlanta, GA 30329

Mr. Bruce W. Gardner, Pro se
Post Office Box 1531
Lexington, South Carolina 29071

15

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

CitiMortgage, Inc.)

Plaintiff(s),)

vs.)

Bruce W. Gardner and First Citizens
Bank and Trust Company, Inc.)

Defendant(s).)

IN THE COURT OF COMMONS PLEAS
FOR THE FOURTEENTH JUDICIAL
CIRCUIT

CASE NO.: 2010-CP-40-1571

**CERTIFICATION OF EXEMPTION
FROM ADMINISTRATIVE ORDER
2011-05-02-01**

(Non-owner occupied property)

FILED
C.C.P. & S.S.
JUL 20 AM 9:58
11

FILED
JUL 20 AM 9:58
11

The undersigned attorney for the Plaintiff does hereby certify as follows:

1. That this is an action for the foreclosure of real property.
2. That the undersigned attorney's office has made a reasonable and diligent effort to determine whether the real property is an Owner-Occupied dwelling by inquiring and examining the files of the Plaintiff, by inquiring of the process server who served the Summons and Complaint upon the Defendant(s), Bruce W. Gardner, and by inquiring the tax records corresponding to the real property; and that based on the aforesaid inquiries the undersigned is informed and believes that the Administrative Order of the Supreme Court of South Carolina dated May 2nd, 2011 (2011-05-02-01) does not apply in this case because the real property is not an Owner-Occupied dwelling as defined in the Order.

15.

July 19, 2011

Johnson & Freedman, LLC

January M. Taylor, SC Bar No.: 80069
Tiffany A. Wolf, SC Bar No.: 16149
Summer Hughes Smoot, SC Bar No. 80070
ATTORNEYS FOR THE PLAINTIFF
1587 Northeast Expressway
Atlanta, GA 30329
(770) 234-9181 (Telephone)
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0904811SC

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

CitiMortgage, Inc.

Plaintiff(s)

vs.

Bruce W. Gardner and First Citizens Bank and Trust Company, Inc.

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO.: 2010-CP-40-1571

JEANELLE W. HARRIS
C.C.P. & G.S.
2011 SEP 29 PM 5:52

FILED

AMENDED
ORDER OF REFERENCE TO APPOINT
SPECIAL REFEREE

It appearing that pursuant to Rule 53(b) SCRPC, that the herein action is for foreclosure of the Plaintiff's mortgage and is an appropriate action to be referred to Ben N. Miller, III, as the Special Referee for Richland County with authority to enter a final judgment in the case;

NOW, upon motion of the attorneys for the Plaintiff,

IT IS ORDERED that this case is referred to Ben N. Miller, III, as the Special Referee for Richland County, who, pursuant to Rule 53(b) SCRPC, shall exercise all power and authority which a Circuit Judge sitting without a jury would have, including but not limited to, making findings of fact and conclusions of law; directing entry of final judgment in this action under Rule 53(b) SCRPC; hearing any issues, including motions, after sale or judgment; issuing any and all Orders and Supplemental Orders, Writs of Assistance, Rules to Show Cause and hearing any issues involving possession and/or removal of property and appraisal proceedings under Section 29-3-360, *et seq.* of the South Carolina Code. Pursuant to Rule 53(b) SCRPC, any appeal from the final judgment entered by the Special Referee shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

Any judicial sale of the property subject of this action may be held on a day other than the regular judicial sale day.

IT IS SO ORDERED.

Columbia, South Carolina
Sept 23, 2011

Alan Bruce Lee
Presiding Judge
Richland County Clerk of Court

WE SO MOVE:

Johnson & Freedman, LLC

January N. Taylor with approval permission by
January N. Taylor, Esq. SC Bar No.: 80069 Anna Street Can
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0904811SC

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

CitiMortgage, Inc.,

Plaintiff,

vs.

Bruce W. Gardner and First Citizens Bank
and Trust Company, Inc.,

Defendant(s).

(File No. 4088.01014)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-40-01571

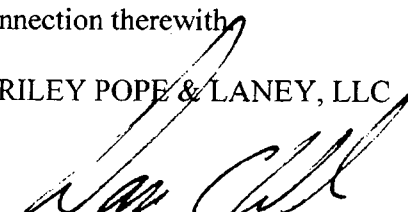
**NOTICE OF MOTION
AND
PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT**

FILED
2015 JUL 20 AM 9:59
JEANETTE W. BOORDE
C.C.P. & C.V.

YOU WILL PLEASE TAKE NOTICE that the undersigned as attorney for the Plaintiff will appear before the presiding judge for Richland County, ten (10) days after service hereof at 10:30 a.m., or at such other time and place as the Court may direct, and move for an order pursuant to Rule 56 of the South Carolina Rules of Civil Procedure granting to the Plaintiff Summary Judgment on the grounds that there is no genuine issue as to any material fact, and the Plaintiff is entitled to an Order for Foreclosure and Sale as a matter of law.

Said motion shall be based upon the statute and case law of the State of South Carolina, upon the pleadings and other evidence developed in discovery, and upon the affidavits attached hereto and other material properly received by the Court in connection therewith.

RILEY POPE & LANEY, LLC


Damon C. Wlodarczyk, SC Bar 70460
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

July 14, 2015
Columbia, South Carolina

STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
)
COUNTY OF RICHLAND) C/A #: 2009-CP-40-1571

Citimortgage,)
)
Plaintiff,)
)
v.)
)
Bruce W. Gardner and First)
Citizens Bank and Trust,)
Inc.,)
)
Defendants.)
)

FORECLOSURE HEARING

Thursday, July 12, 2012
2:50 p.m. - 3:15 p.m.

The foreclosure hearing was held before Special Referee Ben N. Miller at the law offices of McDonald, McKenzie, Rubin, Miller & Lybrand, 1704 Main Street, 2nd Floor, Columbia, South Carolina, on the 12th day of July, 2012, before Christine A. Cortright, Court Reporter and Notary Public in and for the State of South Carolina, pursuant to Notice of Hearing.

220

APPEARANCES:

J. Pamela Price, Esquire
HARVEY & VALLINI, LLC
900 Elmwood Avenue, Suite 200
Columbia, South Carolina 29201
Attorney for the Plaintiff

Bruce Gardner
190 Brookland Circle
Columbia, South Carolina 29204
Pro Se Defendant

EXHIBITS

Plaintiff's Exhibit Number One	6
(Note)	
Plaintiff's Exhibit Number Two	8
(Mortgage)	
Plaintiff's Exhibit Number Three	10
(Assignment of Mortgage)	
Plaintiff's Exhibit Number Four	12
(Affidavit of Debt)	
Plaintiff's Exhibit Number Five	13
(Affidavit In Support of Attorney's Fees)	
Defendant's Exhibit Number One	14
(MERS Internet Printout)	

STIPULATIONS

It is stipulated and agreed that this hearing is being taken pursuant to the South Carolina Rules of Civil Procedure.

23

1 **THE COURT:** The next matter before the Court is
2 Citimortgage, Inc. versus Bruce Gardner. This
3 is docket number 2010-CP-40-1571. Present are
4 Pam Price, attorney for the plaintiff; and the
5 defendant, Bruce Gardner, who is appearing pro
6 se. This -- Ms. Price, what property does this
7 cover?

8 **MS. PRICE:** 104 Abraham Street here in Columbia,
9 29203.

10 **THE COURT:** Okay. And can you give me a little bit
11 of history on the property? When was it
12 purchased?

13 **MS. PRICE:** Let's see.

14 **THE COURT:** I'm just asking you to refer to the
15 recorded documents.

16 **MS. PRICE:** We have a deed to Mr. Gardner dated
17 September 17, 2007.

18 **THE COURT:** All right. And the loan date on the
19 mortgage?

20 **MS. PRICE:** December 14, 2007.

21 **THE COURT:** Okay. All right. We'll hear from you,
22 Ms. Price.

23 **MS. PRICE:** Your Honor, this is a typical
24 foreclosure action. Mr. Gardner is in default
25 under the terms of his note and mortgage as of

1 December -- let's see, through August 1, 2008.
2 And we have an original debt of \$82,800. We
3 are asking for the principal balance due as of
4 August 1, 2008 plus interest from that point
5 forward, escrows, which includes hazard
6 insurance and taxes, late charges. We're
7 requesting attorney's fees and cost. We have
8 a small appraisal fee and property inspection
9 fee and some interest on those escrow advances.

10 **THE COURT:** Okay.

11 **MS. PRICE:** We have --

12 **THE COURT:** All right. Now, before we get started,
13 do you want to make an opening statement as
14 well?

15 **MR. GARDNER:** Yes, I do.

16 **THE COURT:** All right.

17 **MR. GARDNER:** I object because it's my understanding
18 that Citimortgage is not the owner of the note.
19 They do not own the property. The property
20 have been -- what's the technical term?

21 **THE COURT:** Could you make this sort of succinct
22 because you're going to have ample opportunity
23 to get into all this later. But that's
24 basically --

25 **MR. GARDNER:** They don't have standing because the

1 note -- both notes were -- what's the term I'm
2 looking for?

3 **THE COURT:** I believe you said bifurcated before.

4 **MR. GARDNER:** That's not the word I'm looking for
5 now.

6 **THE COURT:** Okay.

7 **MR. GARDNER:** Securitized. Both notes were
8 securitized, and during that securitization
9 process, which she said that she gave me cash,
10 she has no proof that she gave me cash or
11 Citimortgage gave me cash. When the mortgages
12 were -- when both mortgages were securitized,
13 the entity that funded the note was not
14 Citimortgage.

15 **THE COURT:** Okay. All right. Now, are you ready to
16 present your documents?

17 **MS. PRICE:** I will be glad to, your Honor. We've
18 got the note, which is signed by Mr. Gardner.
19 We have the original, and it is to
20 Citimortgage, Inc.

21 **THE COURT:** All right. Let's hold up one second.
22 Mr. Gardner, take a look at this one.

23 **MR. GARDNER:** Okay.

24 **THE COURT:** Do you recognize that to be your
25 signature?

1 **MR. GARDNER:** Yeah, that's my signature.

2 **THE COURT:** All right. Let's mark that as

3 Plaintiff's Exhibit One.

4 **COURT REPORTER:** You want to mark the -- is this the

5 original?

6 **THE COURT:** Oops, that's right, this is the

7 original.

8 **MS. PRICE:** Yeah, that's it. Let me get you a copy.

9 **THE COURT:** This is the one for \$82,800.

10 **COURT REPORTER:** Okay. That will be Exhibit One.

11 **(Plaintiff's Exhibit Number One was marked for**

12 **identification purposes and entered into evidence.)**

13 **THE COURT:** All right. Do you have another document

14 you want to offer?

15 **MS. PRICE:** Your Honor, we have the mortgage, which

16 was signed by Mr. Gardner on December 14, 2007.

17 It is -- the mortgagee is MERS, which is acting

18 as nominee for Citimortgage. The lender is

19 Citimortgage, Inc. And, of course, we have the

20 legal description attached to that, which

21 refers to the property at 104 Abraham Street.

22 **THE COURT:** All right. Mr. Gardner, you want to

23 take a look at this and particularly tell me

24 whether or not --

25 **MR. GARDNER:** What is that, now?

1 **THE COURT:** This is the mortgage. And let me know
2 if this is your signature on the --

3 **MR. GARDNER:** That is my signature, but I object. I
4 have a question on that. If we could look at
5 number 20 in that mortgage, which I should have
6 pointed out in the other mortgage as well, sale
7 of note.

8 **THE COURT:** Okay.

9 **MR. GARDNER:** Because I'm still not clear how MERS
10 can assign for value when it -- the value has
11 not been explained to me, but sale of note.

12 **THE COURT:** Okay.

13 **MR. GARDNER:** Charge of loan servicer -- or change
14 of loan servicers, notice of grievance. The
15 note or a partial interest in the note together
16 with the security instrument can be sold one or
17 more times without prior notice to the
18 borrower. But the point I wanted to -- what I
19 wanted to look at, the Court to look at, is
20 where it says together with the security
21 instrument.

22 **THE COURT:** Uh-huh (affirmative response).

23 **MR. GARDNER:** So from what I've seen so far, I'm
24 still unclear as to how the note can go one way
25 and the mortgage can go someplace else.

1 **THE COURT:** Okay. All right. So you -- this is --
2 this has your original signature on it. Is
3 that your -- is that what you've said?

4 **MR. GARDNER:** That's correct.

5 **THE COURT:** All right. I'm going to admit that into
6 evidence as Plaintiff's Exhibit Two, or a copy
7 of it, if you've got a copy available. Okay.
8 And this does have paragraph 20 that you just
9 mentioned in it. All right. I'm going to
10 admit this into evidence as Plaintiff's Exhibit
11 Two.

12 (Plaintiff's Exhibit Number Two was marked for
13 identification purposes and entered into evidence.)

14 **MS. PRICE:** Our next exhibit is the assignment of
15 mortgage where --

16 **MR. GARDNER:** Did you show me the note?

17 **THE COURT:** This is the note.

18 **MR. GARDNER:** Okay.

19 **MS. PRICE:** The next exhibit is the assignment of
20 mortgage wherein MERS, as nominee for
21 Citimortgage, assigned the mortgage to
22 Citimortgage, Inc.

23 **MR. GARDNER:** And I object.

24 **MS. PRICE:** And this is the recorded copy from the
25 courthouse.

1 THE COURT: All right. And do you have a --

2 MS. PRICE: I do have a copy.

3 THE COURT: -- copy for that one? All right. Okay.

4 You want to state your objection --

5 MR. GARDNER: Yes, sir.

6 THE COURT: -- Mr. Gardner?

7 MR. GARDNER: Okay. Let's look at -- first of all,
8 this Treeva person. Object to that.

9 THE COURT: Okay.

10 MR. GARDNER: And I object to where it says -- MERS
11 is saying for value received.

12 THE COURT: All right.

13 MR. GARDNER: That hasn't been explained. Then
14 let's look at the dates. Okay. Assignment
15 was, of mortgage was on or before 4/15/09.
16 Then we go down to in witness, said it was
17 witnessed by an authorized office on 17 of
18 April '09. Then the same guy who works for
19 Citimortgage who's not the vice president,
20 Aaron Mehne, who's all over the internet for
21 fraud. Then the witness, one place is not even
22 signed by the witness. Then we've got a third
23 date 04/21/09 here. So we've got, so far,
24 three dates. And if we look at the top, the
25 very top, where, I guess, the -- was the actual

1 -- they actually took it to the court is
2 5/18/09. So we've got 5/18/09 --

3 **MS. PRICE:** I believe that's 5/13/09.

4 **MR. GARDNER:** Up top --

5 **MS. PRICE:** Your copy looks like 5/13.

6 **MR. GARDNER:** Up top, 5/18 --

7 **THE COURT:** I think she's --

8 **MR. GARDNER:** No. I'm not talking about that one
9 yet. I'm not there yet.

10 **THE COURT:** But that may have something to do with
11 the recorder's office.

12 **MR. GARDNER:** Okay.

13 **THE COURT:** And it's not on the original here.

14 **MR. GARDNER:** Okay. All right. So we've got 4/15.
15 We've got 4/14. We've got 4/17. We've got
16 4/21. We've got 5/13. And then we got 4/17.
17 Maybe my understanding of a certified authentic
18 document, maybe my understanding is different,
19 but I object because you've got about five
20 different dates on here.

21 **THE COURT:** Okay. All right. I'm admitting it into
22 evidence over your objection. All right?

23 **MR. GARDNER:** Wow.

24 (Plaintiff's Exhibit Number Three was marked for
25 identification purposes and entered into evidence.)

1 **THE COURT:** Do you have further documents that you'd
2 like to present, Ms. Price?

3 **MS. PRICE:** Yes, Your Honor. We have the affidavit
4 of debt and the affidavit of attorney's fees.
5 I've just got to find the originals. These
6 copies are so good, I can't tell which is the
7 copy and which is the original. This is the
8 affidavit in support of our request for
9 attorney's fees, and the affidavit of debt.

10 **THE COURT:** All right. Okay. Mr. Gardner, that's
11 the affidavit of debt that she's offered into
12 evidence as Plaintiff's Exhibit Four. Do you
13 have any objection?

14 **MR. GARDNER:** Yes, I do. I'd also like to object
15 because a -- if you look at the lis pendens,
16 there's a third party, First Citizens Bank,
17 they're not present.

18 **THE COURT:** Okay.

19 **MR. GARDNER:** All right. Now, would I have access
20 to copies of these at some point?

21 **THE COURT:** If you'd like, the court reporter can
22 sell you a copy of the transcript.

23 **MR. GARDNER:** Okay. Okay.

24 **THE COURT:** Is that what you'd like?

25 **MR. GARDNER:** That's fine.

1 THE COURT: All right.

2 MR. GARDNER: As long as I have access to these --

3 THE COURT: All right.

4 MR. GARDNER: -- because these --

5 THE COURT: Okay.

6 MR. GARDNER: Yeah.

7 THE COURT: All right. So you're mentioning that
8 this copy --

9 MS. PRICE: And those are the originals.

10 THE COURT: This affidavit in the caption doesn't
11 list First Citizens Bank, is that -- was your
12 objection?

13 MR. GARDNER: Right.

14 THE COURT: All right.

15 MR. GARDNER: Because they are on --

16 THE COURT: They are on this document or on the lis
17 pendens.

18 MR. GARDNER: Right.

19 THE COURT: Okay. All right. I'm going to admit it
20 into evidence and deny your objection, and
21 admit it into evidence as Plaintiff's Exhibit
22 Four.

23 (Plaintiff's Exhibit Number Four was marked for
24 identification purposes and entered into evidence.)

25 THE COURT: Now, Ms. Price, you've handed me an

1 affidavit in support of attorney's fees. And
2 you're asking for \$1,800 in attorney's fees; is
3 that correct?

4 **MS. PRICE:** Yes, your Honor.

5 **THE COURT:** All right. Do you want to look this
6 over?

7 **MR. GARDNER:** That's useless.

8 **THE COURT:** All right. We admit that into evidence
9 as Plaintiff's Exhibit Five.

10 (Plaintiff's Exhibit Number Five was marked for
11 identification purposes and entered into evidence.)

12 **THE COURT:** All right. Do you have anything
13 further?

14 **MS. PRICE:** Your Honor, we're asking for the first
15 available sale date. We're also asking, as in
16 the prior case, we're asking for a deficiency
17 judgment against Mr. Gardner if the property
18 does not sell for an amount sufficient to --

19 **MR. GARDNER:** I object.

20 **MS. PRICE:** -- payment for the debt.

21 **MR. GARDNER:** I object because both of these
22 properties have already been paid for so many
23 times.

24 **THE COURT:** All right. So you -- you're through?

25 **MS. PRICE:** Yes, Your Honor.

1 **THE COURT:** All right. Okay. We'll hear from you,
2 Mr. Gardner.

3 **MR. GARDNER:** Okay. I'd like to enter this from
4 MERS into evidence, stating that Citimortgage
5 does not own the loan, so they do not have
6 standing. The loan is not owned and never was
7 owned by Citimortgage.

8 **THE COURT:** Do you want this in evidence?

9 **MR. GARDNER:** Yes, sir.

10 **THE COURT:** All right. That's Defendant's Exhibit
11 One over -- without objection.

12 **(Defendant's Exhibit Number One was marked for
13 identification purposes and entered into evidence.)**

14 **MR. GARDNER:** Let me make sure this is the right
15 one. I think this one goes to the other
16 property and the other property -- I think.
17 It's --

18 **MS. PRICE:** Without objection, Your Honor.

19 **THE COURT:** It's got a different MIN number.

20 **MR. GARDNER:** Yeah. I think that --

21 **MS. PRICE:** I think the MIN number is on the
22 mortgage. There's the MIN number --

23 **THE COURT:** 495, so this -- all right. This one is
24 the 495 one.

25 **MS. PRICE:** So that goes to the property that's --

1 **THE COURT:** That's this one, right? Is that --

2 **MS. PRICE:** 104 Abraham. That's the second case.

3 **THE COURT:** All right. So this one goes to the
4 first one?

5 **MS. PRICE:** Yeah, MIN number 710.

6 **THE COURT:** I'm getting confused.

7 **MS. PRICE:** That is the Brookland Circle property.

8 **THE COURT:** Okay. So actually, can you switch these
9 out?

10 **COURT REPORTER:** Yeah, I can. Let me just use
11 different stickers here. So this is going to
12 be the case number 5914, that was the first
13 case. And this is going to be --

14 **THE COURT:** All right. Oh, this is the first case.
15 Okay.

16 **COURT REPORTER:** Yeah. And this will be -- okay.
17 Here we go. This is the first case right here.

18 **THE COURT:** All right. I think we got the two
19 things straightened out now. Now, let's see,
20 where did the Defendant's Exhibit Number One go
21 to? Was that this?

22 **COURT REPORTER:** Oh, was it One? Oh, you know why I
23 did that? Because it was marked to the other
24 one as Number Two. My apologies. I did that
25 wrong. This is Exhibit Number One.

1 **THE COURT:** Okay.

2 **COURT REPORTER:** I was just copying the number.

3 **THE COURT:** You would have been looking all
4 afternoon trying to find the missing one,
5 wouldn't you?

6 **COURT REPORTER:** I would have tried figuring that
7 out. Okay. So this is Exhibit Number One to
8 the case that we're presently talking about --

9 **THE COURT:** All right.

10 **COURT REPORTER:** -- which is 1571.

11 **THE COURT:** Okay. So Mr. Gardner has offered into
12 evidence and we've admitted into evidence a
13 document from the MERS service ID Process Loans
14 Not Paperwork. Okay. You got any further
15 documents?

16 **MR. GARDNER:** I think that's it as far as documents.

17 **THE COURT:** That's it?

18 **MR. GARDNER:** Right.

19 **THE COURT:** All right. All right. So we're through
20 with documents. Do you have any closing
21 arguments that you'd like to make?

22 **MR. GARDNER:** Yes, I do.

23 **THE COURT:** Because we have your motion.

24 **MR. GARDNER:** Okay. I motion to dismiss in addition
25 to the motion that I submitted. That if you

1 look at the note, only one party's
2 certification is on it, which is mine. I don't
3 see any certification from the other party.
4 And --

5 **THE COURT:** When you say the other party, you're
6 referring to --

7 **MR. GARDNER:** The plaintiff.

8 **THE COURT:** -- Citimortgage?

9 **MR. GARDNER:** The plaintiff, right.

10 **THE COURT:** All right.

11 **MR. GARDNER:** And I don't see how that can prove
12 standing with just one party signature on it.
13 I submit that both mortgages were securitized.
14 They were purchased by Fannie Mae. And this
15 MERS corporation is used as a strawman, a
16 coverup, so that there's no historical --
17 there's no historical time frame of assignments
18 or what happened to the original note from the
19 time that it was signed until present.

20 **THE COURT:** Okay. And the rest -- you're preserving
21 your other arguments that are contained in your
22 motion; is that basically what you're saying?

23 **MR. GARDNER:** If I need to read them, I will.

24 **THE COURT:** No. I'm not asking you to read them,
25 but is there anything that you need to alter or

1 change in having heard the evidence presented
2 that you would like to change in your motion or
3 modify it or expand on in your motion?

4 **MR. GARDNER:** I move to strike the -- both of the
5 assignments from MERS because they have no
6 equity, they never have had equity, in either
7 one of the properties. So how could they
8 legally assign equity when they don't have any?

9 **THE COURT:** Okay. All right. Is that it?

10 **MR. GARDNER:** Yes, sir.

11 **THE COURT:** Do you have anything further, Ms. Price?

12 **MS. PRICE:** No, I don't.

13 **THE COURT:** All right. Well, then we'll adjourn the
14 hearing, and we'll ask the court reporter to
15 prepare original and perhaps two copies. You
16 need a copy?

17 **MS. PRICE:** We were not going to ask for a copy
18 unless the case was appealed, but --

19 **MR. GARDNER:** I'm going to appeal the case.

20 **MS. PRICE:** -- you go ahead and make it. That will
21 be fine.

22 **THE COURT:** All right. What you'll need to do, Mr.
23 Gardner, is that the court reporter will
24 prepare the transcript, and she'll have a copy
25 for you. She'll send you a bill first, okay,

1 and ask that you pay for your copy before she
2 mails it to you. All right?

3 MR. GARDNER: All right.

4 THE COURT: And then when she gets the --

5 MR. GARDNER: All that's been done.

6 COURT REPORTER: Yeah. Well, actually, we -- I
7 think my office has --

8 MR. GARDNER: You think.

9 THE COURT REPORTER: You've put a down payment on
10 it.

11 THE COURT: Oh, all right.

12 COURT REPORTER: I don't know what the final price
13 will be but --

14 MR. GARDNER: Right.

15 THE COURT: Well, very good.

16 COURT REPORTER: Yes, sir. Yes.

17 THE COURT: Well, very good. All right.

18 COURT REPORTER: We made arrangements for that.

19 THE COURT: All right.

20 COURT REPORTER: Okay. Thank you very much.

21 THE COURT: Thank you.

22 (There being nothing further, the hearing concluded
23 at 3:15 p.m.)

24

25

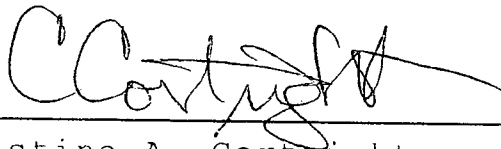
42

CERTIFICATE

This is to certify that the Foreclosure Hearing, consisting of Nineteen (19) pages, is a true and correct transcript of the testimony given; said hearing was reported by the method of Stenomask with Backup.

I further certify that I am neither employed by nor related to any of the parties in this matter or their counsel; nor do I have any interest, financial or otherwise, in the outcome of same.

IN WITNESS WHEREOF I have hereunto set my hand and seal on July 25, 2012.



Christine A. Cortright
Court Reporter

Notary Public for South Carolina
My Commission Expires: August 28, 2016

NOTE

December 14, 2007
(Date)

West Columbia
(City)

South Carolina
(State)

104 ABRAHAM ST, COLUMBIA, SC 29203-5002

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 82,800.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Citimortgage, Inc.

I will make all payments under this Note in the form of cash, check or money order. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.375 %. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month. I will make my monthly payment on the 1st day of each month beginning on February 1, 2008. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on January 1, 2038, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 1000 Technology Drive, O' Fallon, MO 63368-2240 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 516.56

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

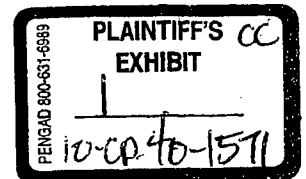
002004904649
MULTISTATE FIXED RATE NOTE Single Family/Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Wolters Kluwer Financial Services Form 3200 1/01
VMP 79-5N (0207).01
Page 1 of 3
Initials: *Dg*



CitiMortgage 3.2.13.20 V3

44



5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

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10. UNIFORM SECURED NOTE

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

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.

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


Bruce W. Gardner (Seal)
Borrower

(Sign Original Only)

P 2
PLAINTIFF'S
EXHIBIT
2
10-CR-40-1571
PENGAD 800-831-6989

Return To:
CIMMortgage, Inc.
Attn: Document Processing
P.O. Box 790021
St. Louis, MO 63179-0021

Book 1388-1494
2007113979 12/29/2007 12:42:38:300
Fee: \$22.00 County Tax: \$0.00 State Tax: \$0.00
2007113979 Richard W. Rodden
Richland County ROD

Prepared By:
CIMMortgage, Inc.
6300 InterFirst Drive
Ann Arbor, MI 48108

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100011520049046495

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 December 14, 2007 together with all Riders to this document.
- (B) "Borrower" is Bruce W Gardner

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 mortgagor 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) 878-MERS.

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SOUTH CAROLINA - Single Family - Paddle Mail/Prepaid Mail UNIFORM INSTRUMENT WITH MERS Form 3041 1/01

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Page 1 of 18

CM Mortgage Lending, Inc.

Bay

CM Mortgage 3.2.13.20 V3

BRIAN CHARLES HEEVIL
ATTORNEY AT LAW
P.O. BOX 6428
WEST COLUMBIA, SC 29171

497

Richland County ROD

Richard W. Rodden

(D) "Lender" is CitiMortgage, Inc.

Lender is a Corporation organized and existing under the laws of New York. Lender's address is 1000 Technology Drive, O' Fallon, MO 63368-2240

(E) "Note" means the promissory note signed by Borrower and dated December 14, 2007. The Note states that Borrower owes Lender Eighty Two Thousand Eight Hundred

Dollars (U.S. \$ 82,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2038

(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 Schedule "A"]

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

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

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

(L) "Borrow 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) "REBPA" 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

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Page 2 of 18

Form 3041 1/01

CitiMortgage 3.2.13.20 V3

BRIAN CHARLES I
ATTORNEY AT LAW
P O BOX 642E
WEST COLUMBIA, SC 29171

482

Richland County ROD

Richard W. Rodden

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 Richland

(Type of Recording Jurisdiction)

(Name of Recording Jurisdiction)

See Schedule A attached hereto and made apart thereof.

Parcel ID Number:
104 ABRAHAM ST
COLUMBIA
("Property Address"):

which currently has the address of

(Street)
City, South Carolina 29203-3002 (Zip Code)

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

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Page 3 of 18

Form 3041 1/01

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49

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, instrumentally, 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 payment is insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payment 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 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 obtain priority over this Security Instrument as a lien or encumbrance on the Property; (b) household payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 3; and (d) Mortgage Insurance 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 to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

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Page 4 of 16

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Form 3041 1/01

CidMortgage 3.2.13.20 V3

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P.O. BOX 6488
WEST COLUMBIA, SC 29171

50

Richard County ROD

Richard W. Fadden

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, household payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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

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Page 8 of 18

Form 3041 1/01

CHMortgage 3.2.13.28 V3

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Richard County ROD

Richard W. Rodden

Richland County ROC

Richard W. Rodden

lies. 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 resappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

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

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

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Page 9 of 18

Form 3041 1/01

CMIMortgage 3.2.13.20 V3

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P. O. BOX 8428
WEST COLUMBIA, SC 29171

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 to 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 repair and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

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

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

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Page 7 of 18

By

Form 3041 1/01

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WEST COLUMBIA, SC 29771

53

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Richard W. Rodden

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. If obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

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

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

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Page 9 of 15

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Form 3041 1/01

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54

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Richard W. Rodden

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

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

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

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

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

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

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

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

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

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Page 8 of 16

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Form 3041 1/01

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Richland County, ROC

Richard W. Rodden

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 amount less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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

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

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

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

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

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Page 10 of 11

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Form 3041 1/01

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Richard W. Radden

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, instrumentally 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 retained in 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

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Page 11 of 15

By

Form 3041 1/01

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WEST COLUMBIA, SC 29171**

57

Richard County, MO

Richard W. Reeve

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 spillage, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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SA (SC) 10/08/01

Page 12 of 18

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Form 3041 1/01
CMRMortgage 3.2.13.20 V3

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58

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Richard W. Rodden

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

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Page 12 of 18

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Form 3041 1/01

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WEST COLUMBIA, SC 29171**


59

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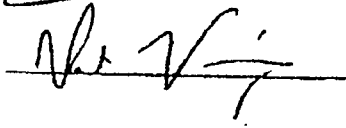
Richard W. Rodden

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:



Bruce W. Gardner (Seal)
Borrower
(Sign Original Only)



Notary

Richard County ROD

Richard W. Gardner

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Page 18 of 18

Form 3041 1/01
CitMortgage 3.2.13.20 V3

BRIAN CHARLES REEVE
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P.O. BOX 8428
WEST COLUMBIA, SC 29171

60

STATE OF SOUTH CAROLINA, Lexington
I, Brian C. Reeve

County as
do hereby certify that

Bruce W. Gardner

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

Witness my hand and official seal this 14 day of December 2007

[Signature] Brian C. Reeve
Notary Public for South Carolina

My Commission Expires: 10/10/10

[Signature]
Witness: Victoria Volponi



Richard County ROD

Richard W. Rodden

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SA(BIC) 10408.01

Page 18 of 18

[Signature]
Form 9041 1/01
CUM Mortgage 3.2.13.20 V3

BRIAN CHARLES REEVE
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Schedule A to Mortgage of Gardner

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND WITH THE IMPROVEMENTS THEREON, SITUATE, LYING AND BEING NEAR THE CITY OF COLUMBIA, IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, THE SAME BEING SHOWN AS LOT NUMBER 220 ON A PLAT OF GREENVIEW BY COLUMBIA ENGINEERING COMPANY DATED APRIL 28, 1950, REVISED SEPTEMBER 4, 1951 AND RECORDED IN PLAT BOOK O AT PAGE 136 IN THE CLERK OF COURT OFFICE FOR RICHLAND COUNTY SC. ALSO, BEING SHOWN ON A PLAT PREPARED FOR LEOLA DARLEY BY R.E. COLLINGSWOOD, JR., RLS, DATED FEBRUARY 16, 1966 AND RECORDED MARCH 17, 1966 IN THE OFFICE OF THE ROD FOR RICHLAND COUNTY, SC IN PLAT/RECORD BOOK 28 AT PAGE 843.

THIS BEING THE SAME PROPERTY HERETOFORE CONVEYED TO BRUCE W. GARDNER BY DEED OF WACHOVIA BANK OF DELAWARE, N.A. DATED SEPTEMBER 17, 2007 AND RECORDED OCTOBER 26, 2007 IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN DEED/RECORD BOOK 1370 AT PAGE 1416.

SUBJECT TO RESTRICTIVE COVENANTS RECORDED IN DEED/RECORD BOOK 1370 AT PAGE 1416.

TMS# 14203-10-04

PROPERTY ADDRESS: 104 ABRAHAM STREET, COLUMBIA SC 29203

Richland County ROD

Richard W. Reeves

File No: R-27547

BRIAN CHARLES REEVE
ATTORNEY AT LAW
R. O. BOX 6428
WEST COLUMBIA, SC 29177

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COPY

Client Loan No.: 2004904649
Our File No.: 0904811SC
Property: 104 Abraham Street
Columbia, SC 29203

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, the undersigned, does hereby grant, bargain, sell, convey and assign unto CitiMortgage, Inc., at 1000 Technology Drive, O'Fallon, MO 63368-2240, all its right, title and interest in and to that certain Mortgage executed by BRUCE W. GARDNER in favor of Mortgage Electronic Registration Systems, Inc., as nominee for CITIMORTGAGE, INC. dated DECEMBER 14, 2007 which mortgage appears of record in Book 1388, Page 1494 of the records of the RICHLAND County Register of Deeds, South Carolina, together with the note, debt, and claim secured by said mortgage, in the principal sum of \$82,800.00 and all monies due or to become due thereunder with the interest thereon. The effective date of this Assignment of Mortgage was on or before 04/15/09.

LEGAL DESCRIPTION: (See attached exhibit A)

All referenced recordings are in the Register of Deeds Office for RICHLAND County, South Carolina, unless otherwise noted herein.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officer, on this 17TH day of APRIL, 2009.

Mortgage Electronic Registration Systems, Inc., as nominee for
CITIMORTGAGE, INC.

By: Aaron Menne
Its: Vice President

WITNESS: [Signature]
TITLE: Charles Ward DATE: _____

WITNESS: [Signature]
TITLE: C MANESS DATE: 04/21/09

STATE OF Missouri
COUNTY OF St. Charles

Book 1520-3794
2009037757 05/13/2009 11:58 11 490
Fee: \$7.00 County Tax: \$0.00
Assignment of Mortgage
State Tax: \$0.00
2009037757 Richard W. Rodden
Richland County R.O.D.

PERSONALLY, came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid Aaron Menne, with whom I am personally acquainted and who acknowledged that (s) he is the Vice President of the within named Mortgage Electronic Registration Systems, Inc., as nominee for CITIMORTGAGE, INC. and that (s) he signed, sealed and delivered the within and foregoing assignment on the day and year therein mentioned for and on behalf of said corporation, and as its own act and deed for the purpose therein mentioned, having been first duly authorized so to do.

Witness my signature and official seal on this, the 17TH day of APRIL, 2009.

Alex D. Crossman
NOTARY PUBLIC
My Commission Expires: _____

ALEX D CROSSMAN
Notary Public - Notary Seal
State of Missouri
St. Charles County
Commission #08672776
My Commission Expires 11/04/2012

63

PLAINTIFF'S
EXHIBIT
3
10-CR-46-1571
PENGAD 800-631-6888

Schedule A to Mortgage of Gardner

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND WITH THE IMPROVEMENTS THEREON, SITUATE, LYING AND BEING NEAR THE CITY OF COLUMBIA, IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, THE SAME BEING SHOWN AS LOT NUMBER 220 ON A PLAT OF GREENVIEW BY COLUMBIA ENGINEERING COMPANY DATED APRIL 28, 1950, REVISED SEPTEMBER 4, 1951 AND RECORDED IN PLAT BOOK 0 AT PAGE 136 IN THE CLERK OF COURT OFFICE FOR RICHLAND COUNTY SC. ALSO, BEING SHOWN ON A PLAT PREPARED FOR LEOLA DARLEY BY R.E. COLLINGWOOD, JR., RLS, DATED FEBRUARY 16, 1966 AND RECORDED MARCH 17, 1966 IN THE OFFICE OF THE ROD FOR RICHLAND COUNTY, SC IN PLAT/RECORD BOOK 28 AT PAGE 543.

THIS BEING THE SAME PROPERTY HERETOFORE CONVEYED TO BRUCE W. GARDNER BY DEED OF WACHOVIA BANK OF DELAWARE, N.A. DATED SEPTEMBER 17, 2007 AND RECORDED OCTOBER 26, 2007 IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN DEED/RECORD BOOK 1370 AT PAGE 1416.

SUBJECT TO RESTRICTIVE COVENANTS RECORDED IN DEED/RECORD BOOK 1370 AT PAGE 1416.

TMS# 14203-10-04

PROPERTY ADDRESS: 104 ABRAHAM STREET, COLUMBIA SC 29203

File No: R-27547

BRIAN CHARLES REEVE
ATTORNEY AT LAW
P.O. BOX 8428
WEST COLUMBIA, SC 29171

64

IN THE COMMON PLEAS COURT OF RICHLAND COUNTY, SOUTH CAROLINA

CitiMortgage, Inc.,

Plaintiff,

vs.

Bruce W. Gardner

Defendant(s).

CASE NO. 2010-CP-40-1571

AFFIDAVIT

STATE OF MISSOURI

) SS.

ST. CHARLES COUNTY)

W Rothermich, being first duly sworn on oath, deposes and states as follows:

1. I am employed by CitiMortgage, Inc. as a Document Control Officer. In that capacity, I am authorized to execute this affidavit on behalf of CitiMortgage, Inc.. The statements made in this Affidavit are based on my personal knowledge.

2. For convenience, the following party or parties listed on the Note are referred herein as "Borrower": Bruce W. Gardner.

3. In my capacity as a Document Control Officer, I have access to CitiMortgage, Inc. business records, including the business records for and relating to the Borrower's loan. I make this affidavit based upon my review of those records relating to the Borrower's loan and from my own personal knowledge of how they are kept and maintained. The loan records for the Borrower are maintained by CitiMortgage in the course of its regularly conducted business activities.

65



4. Borrower executed a Note dated December 14, 2007, for \$ 82,800.00 secured by a Mortgage on a property located at 104 Abraham Street, Columbia, SC 29203-5002. CitiMortgage, Inc. is the servicer of the loan and holds the note X ; or CitiMortgage, Inc. is the servicer of the loan and is authorized to act on behalf of the holder of the note _____.

5. The Borrower has defaulted on his/her payment under the Borrower's loan documents. The Borrower's default on the Note and Mortgage has not been cured, and the loan balance has been accelerated making the entire balance due and owing pursuant to the terms of the loan documents.

6. As a result of the Borrower's default, the Borrower owes, as of 07/12/2012, the following itemized sums of money, exclusive of fees and costs:

Principal Balance		\$ 82,254.59
Interest Due from 08/01/2008 through 07/12/2012 at 6.375%		\$ 20,696.09
Pre-Acceleration Late Charges		\$ 206.56
Escrow		
Escrow Deficiency-Real Estate Taxes Paid in 2011	\$2,416.51	
Escrow Deficiency-Real Estate Taxes Paid in 2010	\$2,427.43	
Escrow Deficiency-Real Estate Taxes Paid in 2009	\$2,367.00	
Escrow Deficiency-Real Estate Taxes Paid in 2008	\$1,432.32	
Hazard Insurance		\$3,378.37
Mortgage Insurance Premium/Private Mortgage Insurance		\$0.00

Credits
\$0

Total Escrow	\$12,021.63
Broker's Price Opinion/Appraisals	\$168.00
Property Preservation	\$158.50
Property Inspections	\$671.50
Suspense	\$0

Miscellaneous Charges/Credits as Follows:

Interest on Escrow Advance	\$693.85
Less Unapplied Funds	\$0

TOTAL \$116,870.72

BY: W Rothermich
AFFIANT W Rothermich

Document Control Officer

Date: 6-29-12

Subscribed and sworn to before me
this 29th day of June, 2012, by

W Rothermich

Tammi L. Bowlby, Notary Public

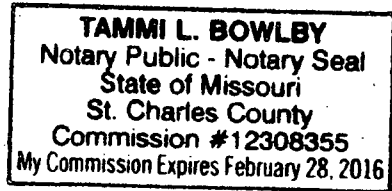
State of MISSOURI

My commission expires: 2/28/16

Personally Known OR
Produced Identification N/A

Type of Identification Produced:

N/A



67

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Citimortgage, Inc.,

Plaintiff(s)

vs.

Bruce W. Gardner and First Citizens Bank and Trust Company, Inc.

Defendant(s).

IN THE COURT OF COMMON PLEAS

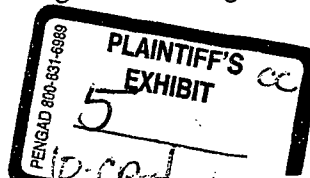
CASE NO.: 2010-CP-40-1571

**AFFIDAVIT IN SUPPORT OF
PLAINTIFF'S REQUEST FOR
ATTORNEY'S FEES**

PERSONALLY APPEARED BEFORE ME, Nicholas N. Sears, Jr. / Lora Stuart Camp / Summer Hughes Smoot / Tiffany H. Wolf, Attorney at Law, who, upon first being first duly sworn, does state as follows:

1. He/she is the Attorney for the Plaintiff above named
2. He/she was admitted to the South Carolina Bar and since that time has been engaged in private practice within the state of South Carolina. Presently he/she is an associate with Johnson & Freedman, LLC, Attorneys and Counselors at Law, of Atlanta, Georgia, and is engaged in the practice of law, primarily practicing foreclosure law on behalf of lenders.
3. He/she is a member of the South Carolina Bar Association.
4. He/she has represented the Plaintiff in the proceedings which have been pending before the Court concerning the foreclosure of Plaintiff's mortgage.
5. He/she incorporates herein Rule 1.5 of the South Carolina Rules of Professional Conduct, which concerns the setting of attorney's fees. He/she calls the attention of the Court to the case law decisions by the Supreme Court of South Carolina concerning the factors and criteria which should be considered in the setting of attorney's fees. He/she relies upon the discretion of this Court in the determination of the amount of fees based, among other things, upon the Court's file herein as well as the Court's knowledge of the litigation between these

68



parties which reflects the difficulty of the services rendered, the time necessarily expended, the result accomplished, the fees which are customarily recommended by the Federal National Mortgage Association which are a flat fee.

6. The time spent in this matter as set forth more fully hereinafter was necessary to the protection of his/her client's interests.

7. The undersigned, in accordance with his time and expense records, states to the Court his estimation that the time necessarily expended by his/her firm in handling the matter was significant.

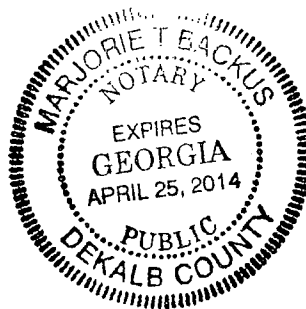
8. Based upon the criteria which have been held to be relevant in setting of attorney's fees, the undersigned, on behalf of his/her client, requests that this Court review the file herein, together with this Affidavit, and this Court's Judgment for Foreclosure and Sale, which specifically awarded the Plaintiff attorney's fees, and grant judgment in favor of the undersigned's client against the Defendant mortgagor(s) in a sum which may be determined by the Court to be reasonable for attorney's fees, costs and suit money.

9. Accordingly, the undersigned respectfully seeks an awarding of attorney's fees of \$1,800.00 through the date of this hearing.



Nicholas N. Sears, Jr., SC Bar No.: 78031
Lora Stuart Camp, SC Bar No.: 68633
Summer Hughes Smoot, SC Bar No. 80070
Tiffany H. Wolf, SC Bar No.: 16149
ATTORNEY FOR THE PLAINTIFF

Sworn To Before Me, this 11th
day of July 2012
Marjorie T. Backus
Notary Public for the State of Georgia
My Commission Expires: 04.25.2014





Process Loans, Not Paperwork™

2 records matched your search:

MIN: 1000200-0045847449-5 Note Date: 10/19/2007

MIN Status: Inactive

Servicer: WELLS FARGO BANK, NATIONAL ASSOCIATION
Mt. Laurel, NJ

Phone: (800) 304-9786

If you are a borrower on this loan, you can click here to enter additional information and display the Investor name.

MIN: 1000115-2004904649-5 Note Date: 12/14/2007

MIN Status: Inactive

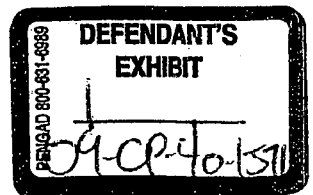
★ Servicer: WELLS FARGO BANK, NATIONAL ASSOCIATION
O'Fallon, MO

Phone: (800) 283-7918

If you are a borrower on this loan, you can click here to enter additional information and display the Investor name.

For more information about Mortgage Electronic Registration Systems, Inc. (MERS) please go to www.mers.com

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70

Select borrower type and enter borrower information to see Investor for MIN 1000115-2004904649-5.

Investor for Individual Borrower

Your entries may be either upper or lower case.
Fields marked are required.

* Last Name: gardner

* SSN: [REDACTED]

* By checking this box, the borrower or borrower's authorized representative is attesting to the fact that he or she is in fact the borrower or borrower's authorized representative for the loan in question. Additionally, borrowers wishing to learn the identity of their loan's investor must confirm their identity by entering their last name or corporation name as well as their SSN or TIN. If this information does not match the information contained in the MERS® System for the borrower of the loan, the investor information will not be displayed. Borrowers should verify the results with their loan servicer.

Submit

Investor for Corporation/Non-Person Entity Borrower

Your entries may be either upper or lower case.
Fields marked are required.

* Corporation/Non-Person Entity Name:

* Taxpayer Identification Number:

* By checking this box, the borrower or borrower's authorized representative is attesting to the fact that he or she is in fact the borrower or borrower's authorized representative for the loan in question. Additionally, borrowers wishing to learn the identity of their loan's investor must confirm their identity by entering their last name or corporation name as well as their SSN or TIN. If this information does not match the information contained in the MERS® System for the borrower of the loan, the investor information will not be displayed. Borrowers should verify the results with their loan servicer.

Submit

Servicer: [REDACTED]
O'Fallon, MO

Phone: (800) 283-7918

* Investor: Fannie Mae

71
[Handwritten scribbles]

Exhibit "B"

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

CitiMortgage, Inc.,

Plaintiff,

vs.

Bruce W. Gardner and First Citizens Bank
and Trust Company, Inc.,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-40-1571

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

(Non-Jury)

(Not Eligible for HAMP)

(Deficiency Waived)

2016 APR 28 PM 2:07

RECORDED
MAY 03 2016

(File No. 4088.01014)

RILEY POPE & LANEY, LLC
Attorneys for Plaintiff

Bruce W. Gardner
Pro Se

SC Court of Appeals

Pursuant to Rule 53 SCRPC, the above entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in this cause without further order of court. Any appeal from this Order shall be directly to the South Carolina Court of Appeals.

This matter came before the Court on March 9, 2016, for a hearing on Plaintiff's Motion for Summary Judgment. Present at the hearing representing the Plaintiff was Peter M. Balthazor. The Defendant Bruce W. Gardner appeared, *pro se*.

This is an action for a foreclosure of a mortgage of real property located in Richland County, South Carolina. Plaintiff filed and served a Motion for Summary Judgment supported by an Affidavit and attachments on July 20, 2015. Defendant has not filed any counter-affidavits prior to the hearing as required by Rules 6(d) and 56(e), SCRPC.

STANDARD

Summary Judgment is warranted only if there is no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law. Rule 56(c), SCRPC. "In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the non-moving party." Bloom v. Ravoira, 339 S.C. 417, 529 S.E.2d 710 (2000). The moving party has the initial burden of demonstrating the absence of a genuine issue of material fact. However, once the party moving for summary judgment meets the initial burden of showing an absence of

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Page 1

7-2

evidentiary support for the opponent's case, the opponent must come forward with specific facts showing there is a genuine issue for trial." Garvin v. Bi-Lo, Inc., 337 S.C. 436, 523 S.E.2d 481 (Ct. App. 1999). The opponent cannot merely rely upon the pleadings, but must submit some additional evidence creating a genuine issue of material fact.

"Generally, the party seeking foreclosure has the burden of establishing the existence of the debt and the mortgagor's default on that debt. Once the debt and default have been established, the mortgagor has the burden of establishing a defense to foreclosure such as lack of consideration, payment, or accord and satisfaction." Bell, 385 S.C. at 374-75, 684 S.E.2d at 205 (internal citations omitted).

In support of its motion, Plaintiff submitted an Affidavit from Marc Handley, Vice President - Document Control for CitiMortgage, Inc., the servicer of this mortgage loan. The Affidavit established the authenticity of the Note and Mortgage, terms of the loan agreement, default on the terms of the loan agreement, debt figures, and compliance with all statutory requirements regarding notice. As no counter-affidavits or other admissible evidence was presented, the evidence before the Court is uncontested. Based upon the uncontested evidence, the Court makes the following findings of fact and conclusions of law:

FINDINGS OF FACT:

- 1) The Lis Pendens was filed on March 9, 2010.
- 2) The Summons and Complaint were filed on March 9, 2010.
- 3) Service was made upon the Defendants as shown by the proof of service filed herein.
- 4) The Defendant First Citizens Bank and Trust Company is in default as shown by Affidavit, Notice, or Order filed herein.
- 5) The Defendants and all attorneys of record were notified of the time, date, and place of the hearing in this matter.
- 6) According to the affidavit filed herein, a good faith investigation did not determine that the Defendant, Bruce W. Gardner is in the military service and therefore entitled to protection under the Servicemembers' Civil Relief Act (SCRA) of 2003, 50 U.S.C. § 501 et. seq., or any amendments thereto.
- 7) For value received, Bruce W. Gardner made, executed and delivered a note ("Note") dated December 14, 2007, promising thereby to pay to the order of CitiMortgage, Inc.

Bruce
Page 2

the sum of Eighty Two Thousand Eight Hundred and 00/100 (\$82,800.00) Dollars, with interest at the rate of 6.375% per annum, with a current rate of 6.3750% per annum. Other terms and conditions are stated in the Note, which is of record herein.

8) To better secure the payment of the Note described above, Bruce W. Gardner made, executed, and delivered to Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for CitiMortgage, Inc. a certain real estate mortgage ("Mortgage") in writing, dated December 14, 2007, covering real property in Richland County, which is the same as that described in the Complaint. The Mortgage was filed in the Office of the Register of Mesne Conveyances/Register of Deeds for Richland County on December 28, 2007, in Book 1388 at Page 1494. Thereafter the mortgage was assigned to the Plaintiff herein by assignment dated April 17, 2009 and recorded May 13, 2009 in Book 1520 at Page 3794 in the Register of Deeds Office of Richland County.

9) The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor and constitutes a first mortgage lien on the mortgaged premises.

10) The Plaintiff is the real party in interest pursuant to SCRPC 17(a) and is entitled to enforce the terms of the subject Note and Mortgage. The uncontested affidavit filed in support of summary judgment attests that Plaintiff is the holder of the Note and Mortgage. Moreover, Plaintiff's counsel is in possession of the original Note and Mortgage, which were supplied for the Court's review at the hearing on this matter.

11) The titleholder of record of the subject property as of the filing of the Lis Pendens in this action is Bruce W. Gardner, who is the original mortgagor.

12) Any notice required by the terms of the Note and Mortgage or by state or federal statutes has been given to the applicable Defendants prior to the commencement of this action.

13) The loan evidenced by the Note and Mortgage is serviced by a servicer participating in the Home Affordable Modification Program (HAMP). It is not owned, securitized or guaranteed by Fannie Mae or Freddie Mac. Based on the allegations in the Complaint that the subject loan is not eligible for HAMP modification, the Court finds that there are no HAMP issues to be resolved before foreclosure is ordered or the sale is commenced.

14) As stated in the Certification of Exemption from Administrative Order 2011-05-02-01 filed herein, the real property which is the subject of this action is not an "owner occupied

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Page 3

74

23-12

dwelling" as defined in the Order. Moreover, Defendant admitted receiving notice of foreclosure intervention but that he failed to respond within 30 days of its delivery.

15) The Note payments which became due on September 1, 2008, and subsequent months, have not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of its attorney for collection by foreclosure.

16) The sum of \$2,947.00 is a reasonable fee to allow as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Note and Mortgage. The inclusion of services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

17) The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of the within action, including an attorney's fee, secured by the Note and Mortgage, is as follows:

(a) Principal amount due as of September 1, 2008	\$82,254.59
(b) Interest from August 1, 2008 to April 5, 2015 at a current rate of 6.3750%	\$35,015.87
Additional Per Diem Interest through 3/9/2016	\$4,870.21
(c) Advances	
Property Inspections, BPOs, Appraisals	\$1,702.50
Property Taxes	\$13,728.58
Escrow	\$5,993.69
Prior Counsel FC Fees/Costs	\$2,373.00
Servicing Fees (Interest Accrued on Escrow Advances)	\$2,852.64
(d) Late charges	\$0.00
(e) Costs of collection prior to hearing (service of process, filing fees, etc.	\$25.00
(f) Attorneys Fee	\$2,947.00
Total debt secured by Note and Mortgage, including interest to date shown	\$151,763.08

Interest for the period from the date shown in (b) above through the date of this judgment at above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the rate of 6.3750% per

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Page 4

75
4

annum (pursuant to the terms of the Note and Mortgage) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

18) The Plaintiff is seeking the usual foreclosure of the mortgage and although deficiency was demanded in the Complaint, Plaintiff now wishes to waive the right to a personal or deficiency judgment pursuant to Rule 71(b) SCRPC.

19) The sale is subject to assessments, county taxes, existing easements, easements and restrictions of record, and other senior encumbrances.

20) The following Defendant claims or may claim a lien upon or interest in the subject property or are otherwise involved in this matter. In the event there is a surplus from the sale of the subject property, the validity, priority and amount of such liens will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRPC. The Clerk of Court/Register of Deeds is hereby ordered to release said lien in so much as it pertains to the property which is the subject of this action:

First Citizens Bank and Trust Company, Inc. by virtue of a mortgage not to exceed the amount of \$25,200.00 and recorded January 16, 2008 in Book R1392 at Page 3563 in the Office of the Register of Deeds for Richland County. Any such interest in or lien upon the property is junior and subordinate to Plaintiff's mortgage.

CONCLUSIONS OF LAW

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1) The Plaintiff's Mortgage should be declared a first mortgage lien and Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

2) The Court finds that there are no HAMP issues to be resolved before foreclosure is ordered or the sale is commenced.

3) The Court also finds the real property is not an "owner occupied dwelling" as defined in the May 2, 2011 Administrative Order, and is therefore exempt from said Order.

4) The Defendants named herein, and all persons whosoever claiming under Defendants, are forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged premises so sold, or any part thereof.

5) Pursuant to Rule 53, SCRPC, this Order shall constitute a final judgment.

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Page 5

74

6) There is due to the Plaintiff on the Note and Mortgage set forth in the Complaint the sum of \$151,763.08, as set out in the Findings of Fact *supra*.

7) The amount due in the preceding paragraph (the "Total Debt" as set out in the Findings of Fact *supra*, and later accrued interest on the principal), shall constitute the total judgment debt due Plaintiff and shall bear interest hereafter at the rate of 6.3750% per annum. The amount of the judgment shall be subject to increase to permit the Plaintiff to recover additional costs, commissions and expenses not included in the judgment figures set forth herein. It may also increase to include supplemental compensation for attorney's services not contemplated by the initial fee awarded. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs and/or supplemental compensation. Such additional costs, commissions and expenses may be established by statement and shall be adjudicated by the Court without further finding.

8) The Defendants liable for the aforesaid judgment debt including interest at the rate of 6.3750% per annum shall on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

9) On default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Special Referee, at public auction, at 12:00 p.m. at the County Courthouse in Richland, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on some other day appointed by the Court), on the following terms, that is to say:

10) For cash: The Special Referee, will require, at the time of the bid, a deposit of 5% of the amount of the bid (in cash or equivalent) same to be applied to purchase price if compliance is made, but in the event of non-compliance, the deposit may be forfeited without further hearing and applied first to the costs of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within twenty (20) days, then the property may be re-sold on the same terms and conditions on some subsequent Sales Day, but at the risk of the defaulting bidder(s).

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Page 6

11) Interest on the balance of the bid shall be paid through the day of compliance at the rate of 6.3750%.

12) Purchaser shall pay for any statutory commission on sale from the proceeds of sale, deed preparation, costs of recording the deed, and deed stamps.

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

14) The sale is subject to assessments, county taxes, existing easements, easements and restrictions of record, and other senior encumbrances.

15) The Special Referee, will, by advertisement according to law, give notice of the time and place of such sale and the terms thereof and will execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale, and if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within twenty (20) days after the conclusion of the bidding, then the Special Referee, may advertise the said premises for sale on the next or some other subsequent sales day at the risk of the highest bidder and so from time to time thereafter until a full compliance shall be secured.

16) In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales day upon the terms and conditions as set forth in this Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

17) If Plaintiff is the successful bidder at the sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Special Referee, only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

18) The Special Referee will apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court;

NEXT: To the payment to the Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same;

NEXT: Any surplus should be held pending further Order of this court.

Bna
Page 7

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

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

21) In accordance with S.C. Code Ann. §30-9-31, the deed of conveyance made pursuant to said sale shall be indexed by the R.M. C. in the name of the owner of record of subject property immediately prior to execution of the deed, as well as in the name of the Special Referee, who executes such deed as grantor.

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

23) The following is a description of the premises herein ordered to be sold:

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, the same being shown as Lot Number 220 on a plat of Greenview by Columbia Engineering Company dated April 28, 1950, revised September 4, 1951 and recorded in Plat Book O at Page 136 in the Clerk of Court Office for Richland County SC. Also, being shown on a plat prepared for Leola Darley by R.E. Collingwood, Jr., RLS, dated February 16, 1966 and recorded March 17, 1966 in the Office of the ROD for Richland County, SC in Plat/Record Book 28 at Page 543.

This being the same property heretofore conveyed to Bruce W. Gardner by Deed of Wachovia Bank of Delaware, N.A. dated September 17, 2007 and recorded October 26, 2007 in the Office of the Register of Deeds for Richland County in Deed/Record

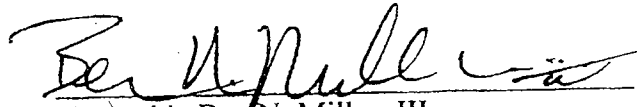
BK
Page 8

79

Book 1370 at Page 1416. Subject to Restrictive Covenants recorded in Deed/Record
Book 1370 at Page 1416.

TMS No. 14203-10-04

Property Address: 104 Abraham Street, Columbia, SC 29203



Honorable Ben N. Miller, III
Special Referee Richland County

April 28, 2016
Columbia, South Carolina

BH
Page 9

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

CitiMortgage, Inc.,

Plaintiff,

vs.

Bruce W. Gardner and First Citizens Bank
and Trust Company, Inc.,

Defendant(s).

(File No. 4088.01014)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-40-1571

**AFFIDAVIT OF NON-MILITARY
SERVICE**

(Non-Jury)

Foreclosure Of Real Estate Mortgage

RICHLAND COUNTY
FILED
2016 APR 28 PM 2:00
JENNIFER W. HOBBS
Clerk of Court & G.S.

PERSONALLY appeared before me the undersigned, first being duly sworn under oath, who deposes and says that (s)he is familiar with the Servicemembers' Civil Relief Act (SCRA) of 2003 at 50 U.S.C. App. §521, represents that a good faith investigation has been made to determine whether or not the Defendant Bruce W. Gardner is in the military service of the United States of America; that such investigation did not determine that said Defendant is in active military service as contemplated by the SCRA.

RILEY POPE & LANEY, LLC

This Affidavit of Military Status
was submitted to the Court on
April 28, 2016 by *[Signatures]*

- Jayne L. Shy*
- T. Lowndes Pope, SC Bar 66507
- Heidi B. Carey, SC Bar 7020
- Damon C. Wlodarczyk, SC Bar 70460
- Jayne L. Shy, SC Bar 81551
- Meredith M. Robertson, SC Bar 68322
- Peter M. Balthazor, SC Bar 68244
- Christopher M. Wasson, SC Bar 101890
- Louise M. Johnson, SC Bar 16586
- Attorneys for Plaintiff

April 28, 2016
Columbia, South Carolina

SWORN to before me this
25 day of ~~March~~ *April*, 2016
[Signature] (L.S.)
Notary Public for South Carolina
My Commission Expires:



**Status Report
Pursuant to Servicemembers Civil Relief Act**

Last Name: GARDNER

First Name: BRUCE

Middle Name: W

Active Duty Status As Of: Apr-28-2016

ES
1/0 1/1

MS

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

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

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

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

Mary M. Snavelly-Dixon

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

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

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via this URL: [https://kb.defense.gov/PublicQueries/publicQuestions/FaqsAnswers.jsp?Subject=Locating Service Members or Getting a Mailing Address](https://kb.defense.gov/PublicQueries/publicQuestions/FaqsAnswers.jsp?Subject=Locating%20Service%20Members%20or%20Getting%20a%20Mailing%20Address). If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

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

More information on "Active Duty Status"

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

Coverage Under the SCRA is Broader in Some Cases

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

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

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

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

Certificate ID: LEV5B659620D640

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

CitiMortgage, Inc.,

Plaintiff,

vs.

Bruce W. Gardner and First Citizens Bank
and Trust Company, Inc.,

Defendants.

(File No. 4088.01014)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-40-1571

AFFIDAVIT OF ATTORNEY FEES

Foreclosure of Real Estate Mortgage

2016 APR 28 PM 2:07
JENNIFER W. MCGRIBBLE
CLERK OF COURT
RICHLAND COUNTY

PERSONALLY APPEARED BEFORE ME, the undersigned, who first being duly sworn, deposes and states that (s)he is one of the attorneys who represents the Plaintiff in the above entitled action.

Our firm was engaged by the Plaintiff in November 2013 to complete the foreclosure of the mortgage as expeditiously as possible, and has since assumed responsibility for the continuance of this action, which includes searching and updating title on the subject property, reviewing all previously filed pleadings, and preparing any required additional pleadings.

Our firm also consulted and corresponded with the Plaintiff; conducted telephone conferences concerning the debt; conferred on and/or researched legal issues, including the decision regarding a deficiency judgment; reviewed the file in preparation for the hearing; scheduled and attended the hearing in this matter; and provided reinstatement and/or payoff figures if requested.

Future duties include forwarding copies of the Judgment to appearing defendants, obtaining bidding instructions from Plaintiff or its designee, representing Plaintiff at the sale or arranging for such representation, preparing an Order of Sale or Report on Sale and Disbursements and Order Confirming Sale, if needed, and preparing the Foreclosure Deed and any other documents necessary in this particular action.

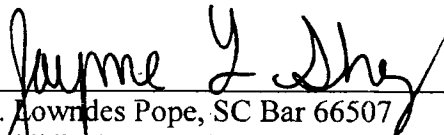
The Plaintiff has approved our firm to bill fees of \$880.00 to schedule, prepare for, and attend the hearing and set a sale date. Fees were also approved in the amount of \$2,067.00 to resolve litigation. We respectfully request that these amounts be approved by the Court as well.

84

In addition, our firm reserves the right to re-visit the question of attorney fees should the action proceed in an unexpected way after the hearing.

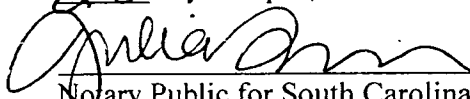
The loan documents of the Plaintiff contain provisions for reasonable attorney's fees. In determining attorney's fees, the undersigned requests that the court consider the size of the debt, the enormous investment in time, the complexity of these actions, the prospect of a successful result for the Plaintiff, the qualifications of the attorney, the potential liabilities inherent in handling real estate matters and the attendant responsibilities connected with these cases. Our firm believes that a reasonable attorney's fee under the circumstances would be \$2,947.00. These requested fees are consistent with the factors to be considered as provided by the South Carolina courts and is also in line with the fee customarily charged by counsel with similar experience in this particular locality.

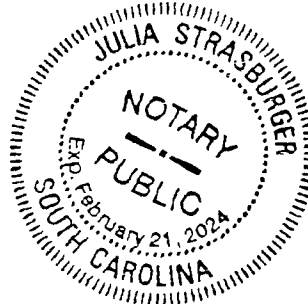
RILEY POPE & LANEY, LLC


T. Lowndes Pope, SC Bar 66507
Heidi B. Carey, SC Bar 7020
Damon C. Włodarczyk, SC Bar 70460
- Jayme L. Shy, SC Bar 81551
Meredith M. Robertson, SC Bar 68322
Peter M. Balthazor, SC Bar 68244
Christopher M. Wasson, SC Bar 101890
Louise M. Johnson, SC Bar 16586
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

April 28, 2016
Columbia, South Carolina

SWORN to before me this
28 day of April, 2016


Notary Public for South Carolina (L.S.)
My Commission Expires:



STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

CitiMortgage, Inc.,

Plaintiff,

vs.

Bruce W. Gardner and First Citizens Bank and Trust Company, Inc.,

Defendants.

(File No. 4088.01014)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-40-1571

STATEMENT OF COSTS

(Non-Jury)

Foreclosure of Real Estate Mortgage

2016 APR 28 PM 2:07
MICHAEL J. HIGGINS
CLERK OF COURT
COURT OF COMMON PLEAS
SOUTH CAROLINA

The following is a statement of the court costs incurred by this firm in this foreclosure action:

Mandatory Motion Fee		\$25.00
	Total	\$25.00

RILEY POPE & LANEY, LLC

Jaime Y. Shy

T. Lowndes Pope, SC Bar 66507
 Heidi B. Carey, SC Bar 7020
 Damon C. Wlodarczyk, SC Bar 70460
 Jayme L. Shy, SC Bar 81551
 Meredith M. Robertson, SC Bar 68322
 Peter M. Balthazor, SC Bar 68244
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 Louise M. Johnson, SC Bar 16586
 2838 Devine Street
 Post Office Box 11412 (29211)
 Columbia, South Carolina 29205
 (803) 799-9993
 Attorneys for Plaintiff

April 28, 2016
Columbia, South Carolina

86

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

CitiMortgage, Inc.,

Plaintiff,

vs.

Bruce W. Gardner and First Citizens Bank
and Trust Company, Inc.,

Defendant(s).

(File No. 4088.01014)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-40-1571

WAIVER OF DEFICIENCY

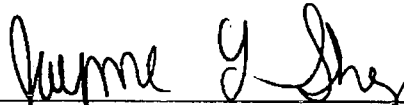
(Non-Jury)

Foreclosure of Real Estate Mortgage

Pursuant to Rule 71, SCRCP, the Plaintiff hereby waives its right to a Deficiency

Judgment in the above captioned matter.

RILEY POPE & LANEY, LLC



T. Lowndes Pope, SC Bar 66507

Heidi B. Carey, SC Bar 7020

Damon C. Wlodarczyk, SC Bar 70460

- Jayme L. Shy, SC Bar 81551

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Louise M. Johnson, SC Bar 16586

2838 Devine Street

Post Office Box 11412 (29211)

Columbia, South Carolina 29205

(803) 799-9993

Attorneys for Plaintiff

RICHLAND COUNTY
2016 MAY -3 PM 2:52
J.

April 28, 2016

87

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)
)
 CitiMortgage, Inc.)
)
 Plaintiff(s),)
)
 vs.)
)
 Bruce W. Gardner and First Citizens)
 Bank and Trust Company, Inc.)
)
 Defendant(s).)
 _____)

IN THE COURT OF COMMONS PLEAS
 FOR THE FOURTEENTH JUDICIAL
 CIRCUIT

CASE NO.: 2010-CP-40-1571

**CERTIFICATION OF EXEMPTION
 FROM ADMINISTRATIVE ORDER
 2011-05-02-01**

(Non-owner occupied property)

2011 JUL 20 AM 9:58
 C.C.P. & S.S.
 D
 SUMMIT

The undersigned attorney for the Plaintiff does hereby certify as follows:

1. That this is an action for the foreclosure of real property.
2. That the undersigned attorney's office has made a reasonable and diligent effort to determine whether the real property is an Owner-Occupied dwelling by inquiring and examining the files of the Plaintiff, by inquiring of the process server who served the Summons and Complaint upon the Defendant(s), Bruce W. Gardner, and by inquiring the tax records corresponding to the real property; and that based on the aforesaid inquiries the undersigned is informed and believes that the Administrative Order of the Supreme Court of South Carolina dated May 2nd, 2011 (2011-05-02-01) does not apply in this case because the real property is not an Owner-Occupied dwelling as defined in the Order.

88

July 19, 2011

Johnson & Freedman, LLC

January M. Taylor, SC Bar No.: 80069
Tiffany H. Wolf, SC Bar No.: 16149
Summer Hughes Smoot, SC Bar No. 80070
ATTORNEYS FOR THE PLAINTIFF
1587 Northeast Expressway
Atlanta, GA 30329
(770) 234-9181 (Telephone)
(770) 234-9192 (Facsimile)
0904811SC

89

The Honorable Jeanette W. McBride
Richland County Clerk of Court
Judicial Center, 1701 Main Street
P.O. Box 2766
Columbia, SC 292022766

RE: IN THE COURT OF COMMON PLEAS
CASE NO. 2010-CP-401571

CitiMortgage, Inc Plaintiff

v.

Bruce W. Gardner Defendant

2011 OCT -5 PM 2:47
JEANETTE W. MCBRIDE
C.C.P. & G.S.
FILED
RICHLAND COUNTY

Dear Sir/Madam

I motion that the plaintiff file a new complaint with the office of the clerk of court for Richland County a Lis Pendens giving notice of the pendency of this lawsuit and summons and require the defendant to answer the complaint herein, a copy of which, must be served to the defendant, or other wise to appear and defend, and to serve a copy of the plaintiff complaint upon subscribers at their office, or to otherwise allow the defendant to appear and defend the action pursuant to applicable court rules, within thirty (30) days after the service hereof, exclusive of the day of such service; the defendant shall have sixty (60) days to answer after service hereof, and if the defendant fail to answer the complain or otherwise appear and defend within the time aforesaid, the plaintiff in this action shall then apply to the court for relief demanded therein, and judgment by default shall be rendered against the defendant for the relief demanded in the complaint.

If I am not mistaken, it is my understanding that the Master In Equity suggested that the plaintiff file a new complaint with the office of the clerk of court regarding this case to avoid further bias or prejudice. Furthermore it is my understanding from the last hearing regarding this case that all actions regarding this case start from scratch; all over again, from the beginning. A new slate that way the plaintiff cannot bring any previous bias or baggage in these proceedings to the table.

I motion that the plaintiff physically exhibit the actual original mortgage signed by the defendant. The defendant motion to see the original mortgage and **note** signed by the defendant. I know that the plaintiff alleges that the defendant made, executed and delivered unto Mortgage Electronic Registration Systems, as nominee for Citimortgage, inc a certain note. The defendant prays that the court order the plaintiff to exhibit the actual original mortgage and note signed by the defendant.

I motion for a jury trial.

To grant the plaintiff to begin this case "at the end of the road" so to speak with an order of reference to appoint or rather motion Ben N. Miller, III, as the special referee for Richland County with the authority to enter a final judgment in the case without allowing me to present my case in its totality would create the same bias that I experienced when the Master In Equity presided over this case.

Thank you for your assistance in this matter.

With kind regards, I am

Yours very truly,

Bruce W. Gardner

90

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED

APR 19 2017

SC Court of Appeals

Appeal from the Court of Common Pleads Richland County, South Carolina,

Honorable Ben N. Miller, III Special Referee for Richland County

Case No. 2010-CP-40-1571

CitiMortgage, Inc.,.....Respondent,

vs.

Bruce W. Gardner and First citizens Bank and Trust Company, Inc.....Defendants,

Of Whom Bruce W. Gardner is theAppellant.

CERTIFICATE OF COMPLIANCE

The undersigned certify that this Supplemental Record on Appeal of Appellant complies with the South Carolina Court's Order.

Bruce W. Gardner

LS

Bruce W. Gardner Pro Se, Appellant
237 YMCA Road
Lexington, South Carolina 29073
(803) 206-6729

April 19, 2017
Columbia, South Carolina