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The State of South Carolina
In The Court of Appeals

Appeal from Charleston County
Court of Common Pleas

Maité Murphy, Circuit Court Judge

Appellate Case No.: 2015-001748

Wells Fargo Bank N.A., as
trustee for the Certificate
holders of Banc of America
Mortgage Securities, Inc.,
Mortgage Pass-Through
Certificates, Series 2005-E,

v.

Daniel O. Myers, Bethany A.
Theis and Bank of America
N.A., Defendants, Daniel O.
Myers and Bethany A.

Respondents

v.

Aubie Melot, John Melot and
Carolina One, LLC, Third-
Party Defendant of whom
John Melot is the Appellant.

Appellant

Record on Appeal

RECEIVED
AUG 24 2016
SC Court of Appeals

M. Brooks Derrick
Law Office of M. Brooks Derrick
PO Box 967
224 NE Main Street
Simpsonville, SC 29681
(864) 757-0757
Attorney and Counselor for Appellant

Mary Leigh Arnold
749 Johnnie Dodds Blvd., Suite B
Mt. Pleasant, South Carolina 29464
Attorney for Respondents

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STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Wells Fargo Bank, N.A. as trustee for the
Certificate holders of Banc of America
Mortgage Securities, Inc. Mortgage Pass-
Through Certificates, Series 2005-E,

Plaintiff,

vs.

Daniel O. Myers, Bethany A. Theis, and
Bank of America, N.A.,

Defendants.

Daniel O. Myers and Bethany A. Theis

Third-Party Plaintiffs,

vs.

Aubie Melot, John Melot, and Carolina
One LLC

Third-Party Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2012-CP-10-1160

ORDER

FILED
2014 DEC 23 PM 4:40
JULIE J. ARMSTRONG
CLERK OF COURT

This matter came before the Court for a non-jury trial on Wednesday, November 19, 2014. Present at the time of the hearing were the following: Mary Leigh Arnold, Esquire on behalf of Daniel O. Myers and Bethany A. Theis, and Daniel O. Myers (hereinafter collective "Myers"); Brooks Derrick Esquire, on behalf of Aubie and John Melot, and John Melot (hereinafter "Melots"); and David Collins Esquire and Michael Scarafie, Esquire, on behalf of Carolina One LLC (hereinafter "Carolina One").

STIPULATION OF THE PARTIES AS TO EXHIBITS AND PROCEDURE

At the commencement of the case counsel for the parties informed the Court that they believed for judicial economy reasons the better course of action would be to allow the claims between the Myers and Melots to proceed for with trial and to hold in abeyance the claims between Melots and Carolina One. This Court finding that the claims between Melots and Carolina One are dependent upon a judgment being entered in favor of Myers, directed that the Myers and Melots claims be bifurcated and that they proceed with their claims at trial. The Court further directed, in accordance with the agreement of counsel, that the claims between Melots and Carolina One would be held in abeyance and that those claims would be addressed upon the disposition of the Myers and Melots claims.

By stipulation of the parties, Myers' Exhibits 1-19 were entered into evidence without objection. Additionally by stipulation of the parties Melots' Exhibits 1-14 were entered into evidence without objection. As to Melots' Exhibit 1, which contains private financial information including account numbers, it will be deemed sealed to protect the information contained therein.

ISSUE

The issue before the Court is whether the contract to buy and sell between the parties allowed buyer to terminate the contract in its discretion prior to third party lender approval.

FINDINGS OF FACTS

Contract Evidence

1. The gravamen of the within action is a breach of contract claim against the Melots for breach of a contract to buy real property from Myers.

2. Myers owned of a home at 94 N. Shelmore Blvd. in Mt. Pleasant, South Carolina which was their primary residence until 2007, when they moved to a new home. (Third Party Complaint, ¶ 26).

3. Myers signed an Exclusive Right to Sell Agreement Listing Agreement to list the property with Carolina One, LLC (hereinafter "Carolina") on July 14, 2011. (Myers Exhibit No. 1). The agreed listing price was \$600,000. Nancy Hoy was designated as the broker. (Myers Exhibit No. 1).

4. Substantial interest was shown in the house, and two offers were submitted on August 9, 2011. One of these offers was from Marshal and Jane Beckham for \$620,000.00, which was \$20,000.00 above the asking price. (Third Party Complaint, ¶ 28 and Myers Exhibit No. 2).

5. A third offer on the property was submitted on August 10, 2011 by the Melots, who were also represented by Nancy Hoy, the same Carolina One Real Estate Agent who represented the Myers. (Myers Exhibit No. 3). Rather than offer a specific purchase price, the Melots instead offered to purchase the home for "\$5,000 above verifiable basified [sic] highest offer." (Myers Exhibit No. 3).

6. Myers communicated their concern to Nancy Hoy that the Melots' offer was not specific enough as to price to be properly evaluated. Myers were informed by Ms. Hoy that the Melots framed their offer in this manner to ensure their offer was accepted. (Myers' Exhibit No. 4.)

7. Myers, seeking to ensure that all potential buyers had an opportunity to make their best offer, rejected all offers but asked Nancy Hoy, dual agent for Myers and Melots, to communicate to all prospective purchasers that multiple competing offers significantly above the

listing price were received, and requested that all interested buyers submit a final, best offer. (Third Party Complaint, ¶ 33).

8. Between August 10 and August 14, 2011, Myers received three new offers from the previous prospective buyers (including Melots) and one additional prospective buyer. (Third Party Complaint, ¶ 36). The prospective buyer who had previously offered \$620,000 had raised the offered price to \$630,000. Another, new offer was for \$615,000. (Third Party Complaint, ¶ 37).

9. On August 14, 2011, Melots again submitted an offer with a purchase price of "\$5,000.00 above verifiable bonified(sic) highest offer." (Myers Exhibit No. 6 and Melots' Exhibit No. 3).

10. Myers countered with the sum certain price of \$640,000 which was accepted by Melots. (Agreement to Buy and Sell Real Estate Residential, Myers Exhibit No. 6 and Melots' Exhibit No. 3).

11. Attached to the Agreement to Buy and Sell Real Estate Residential (hereinafter "Agreement") executed by Myers and the Melots are a Short Sale Addendum and Addendum 1. (Myers Exhibit No. 6 and Melots' Exhibit No. 3). The terms of the Agreement provide for a closing "within 7 days of final approval from all third parties." (Myers Exhibit No. 6 and Melots' Exhibit No. 3). The Agreement further provided in Addendum 1 that the sale was "as is" and that Buyers would have an opportunity for inspection of the property after third party approval was given, and that if they were not satisfied with the inspection they would have the opportunity to withdraw from the contract. The Agreement provides that, in the event of a default, the aggrieved party would be entitled to all remedies provided for at law, including but not limited to attorney's fees and actual costs incurred. The Agreement states in bold, capital letters that

"THIS IS A LEGALLY BINDING AGREEMENT." (Myers Exhibit No. 6 and Melots' Exhibit No. 3).

12. The Agreement does not allow for indiscriminate termination by the buyer prior to third party lender approval. Termination is limited to "within 20 days prior to closing" if written approval of the transaction has not been received from the Lender. (Myers Exhibit No. 6 and Melots' Exhibit No. 3).

13. On August 18, 2011, the Myers received an email from Nancy Hoy stating "The Buyers got home late last night and saw your home today on North Shelmore. They were pleased with their purchase and glad they took the leap forward. . . I will talk with the Mark Week's office tomorrow and get the paper work in order for them to help us with the short sale. . ." (Myers Exhibit No. 7).

14. On the same day Nancy Hoy advised Myers the Melots were pleased with their purchase she sent to the Melos via email several listings for the Melots to view. (Melots Exhibits Nos. 5 and 6).

15. Nancy Hoy continued sending potential properties for the Melots to look at and purchase through Oct 4, 2011. (Melots' Exhibits Nos. 7 and 8.)

16. On October 5, 2011, the Melots advised Nancy Hoy they were walking away from the Agreement to Buy and Sell. Mr. Melot sent Nancy Hoy an email which states in pertinent part: "Yes, we were told what the banks often do and we understood that but, at the time, we did not know what our insurance company would eventually do. It was only last week that they let us know and Aubie called you immediately... When the insurance company told us what their timeframe for continuing to pay our rent would be we realized that we would need to hear from the bank in the next day or two in order to have a chance of completing the

renovations we would need (downstairs master, bath, laundry) before we would be out on the street... We must look for something that satisfies our needs that we can move into by our insurance company's deadline." (Melots Exhibit No. 9).

17. On October 5, 2011, Nancy Hoy advised the Myers of the Melots intent not to go through with the sale. Mr. Myers expressed his dissatisfaction and opinion that the contract did not give the Sellers the right to withdraw prior to closing and that Sellers had breached the contract. (Myers Exhibit No. 9).

18. On the following day, on October 6, 2011, Nancy Hoy forwarded the Melots email to the Myers and requested that the Myers sign a release. (Myers Exhibit No. 8). The Myers declined to sign a release. (Myers Exhibit No. 8).

19. On October 10, 2011, again Nancy Hoy sent a release to the Myers attention. (Myers Exhibit No. No. 11A). The Myers once again declined to sign the release and asked Ms. Hoy what she proposed since the Melots had "irrevocably breached." (Myers Exhibit No. 11B).

20. On October 27, 2011, a number of emails were transmitted back and forth between Mr. Myers and Michael Scarafile of Carolina One Real Estate. (Myers Exhibit No. 12). Mr. Scarafile, at one point stated: "At this point I will advise him to either get his own attorney or wait for bank approval and, if it is approved as is, he will still have his contract right to inspect and, if not satisfied, terminate the contact at that time. Not sure that serves anyone, but it would certainly put him in compliance with the contract." (Myers Exhibit No. 12).

21. On the same day Mr. Myers responded to Scarafile by stating in pertinent part: "Given the buyer's email to Nancy where he stated he was advised that he should keep looking for a better deal after signing a contract, I think it's clear he's in breach and was never acting in good faith. A pre-textual reason to refuse to close won't fix that. They are in breach now and we

won't wait for them to act out a phony charade before we file our lawsuit." (Myers Exhibit No. 12.).

22. Demand was made by Myers, through his counsel, to Melots that the earnest money deposit be tendered to Myers but Melots failed to respond. (Myers Exhibit No. 12).

23. After entering into the Agreement the Melots obtain several estimates for work they wanted performed on the property. (Melots Exhibit Nos. 12, 13 and 14).

24. No inspection report relating to the property was conducted or admitted into evidence.

Damage Evidence

25. The only witness presented at trial was that of Daniel O. Myers.

26. Myers entered into a Residential Rental Agreement for alternative housing commencing on September 15, 2011 for a period of twelve months at the rate of \$3,000 a month for a total of \$36,000.00. (Myers Exhibit No. 15).

27. On February 16, 2012, Wells Fargo initiated foreclosure proceedings. Myers continued to market the property resulting in a new offer to purchase from Bea Smith on May 9, 2012 for \$500,000. (Myers Exhibit No. 13). The difference between the Melots purchase price and the Smith purchase price is \$140,000 less than the amount the Melots had agreed to pay for the property. Myers Exhibit Nos. 6, 13 and 14).

28. The subject property was secured by two loans, a primary lien and a secondary lien. No funds were paid to the secondary lien holder, Bank of America, at the time of closing. (Myers Exhibit No. 14). Records subpoena by Melots from Bank of America show a charge off balance of \$378,720.92. (Melots Exhibit No. 1).

29. Myers have not been released from liability of the indebtedness to Bank of America.

30. Myers paid to Home Team Pest Defense for pest control the amount of \$270.00 between the date of contract for the Melots and the date of closing with Smith. (Myers Exhibit No. 16).

31. Myers incurred costs for yard maintenance in the amount of \$180.00 in November 2011. (Myers Exhibit No. 17).

32. Myers received notification in September 2014 from Bank of America that Myers credit card account was being closed as a result of adverse credit entries and specifically referenced public records or collection matter filed. (Myers Exhibit No. 18).

33. Myers testified that he suffered damages and was seeking damages from Melots in the following amounts:

1. Difference in contract amounts \$140,000.00;
2. Cost of Rental \$36,000.00;
3. Cost of pest control \$270.00;
4. Cost for maintenance \$180.00;
5. Damage to credit of \$100,000.00;
6. Mental anguish of \$100,000.00; and
7. Attorneys' fees in the amount of \$20,000.00.

rewrite it or torture the meaning of a policy to extend coverage never intended by the parties. "). Succinctly stated, a court has no authority to rewrite a contract and impose unwanted obligations and terms under the guise of specific performance or judicial construction. See, e.g., Lewis v. Premium Inv. 351 S.C. 167, 171, 568 S.E.2d 361, 363 (2002) ("It is not the function of the court to rewrite contracts for parties."); E. Bus. Forms, Inc. v. Kistler, 258 S.C. 429, 189 S.E.2d 22 (1972) (finding the court may not make a new agreement for the parties into which they did not voluntarily enter).

Here the contract is clear and the Court cannot insert a term that does not exist. The contract does not provide the Buyer with the unfettered right to terminate at any time prior to third party approval. The contract is clear, the Purchaser is only entitled to terminate if approval is not obtained 20 days prior to closing. Thus, the buyers, the Melots breached the contract when they indiscriminately terminated. Pursuant to the clear terms of the contract the Melots were not entitled to walk away from the contract on the asserted grounds they were told they could terminate any time prior to bank approval.

Contrary to the position of the Melots that the purchasers could terminate the contract at any time prior to bank approval, the contract simply does not provide for such. The Melots cite to paragraph 1 of the Short Sale Addendum which provides:

1. Contingency: Purchaser and Seller acknowledge that the purchase price is less than the amount of the Seller's debt(s) secured by the property, which are owed to one or more lender(s) or lienholder(s) (collectively "Lender"). Such a transaction is known as a "short sale." Therefore, this contract is contingent upon: (a) Lender's approval of the purchase price and other terms of the Contract and the HUD-1 Settlement statement, (b) Lender's agreement to accept a payoff which is less than the balance due on the loan or other indebtedness, and (c) Lender's release and satisfaction of the mortgage(s) and/or other liens(s) upon receipt of discounted payoff amount(s).

If Seller has not obtained and provided Purchaser or Purchaser's Agent written notice of Lender's approval of the transaction, as set forth above, within 20 days prior to the closing date specified in the Contract, Purchase may terminate the Contract, and in

such event Purchaser shall be entitled to a refund of the earnest money deposit, and neither party shall have any further rights or obligations hereunder.

The contract provides for very specific grounds for termination. The first is Purchasers could terminate 20 days prior to closing if the bank had not approved the sale. Here the time period had not even come into play nor was it ever triggered. The Melots terminated prior to a closing date being set. In fact, the Melots terminated so early, the approval process had barely begun. The Melots position that they could terminate at any time prior to lender approval has no basis under a clear reading of the contract.

The second basis that Melots assert for justification of their termination is a contingency on a home inspection. Again, this is a provision that never came into play in this matter. No evidence of an inspection was entered into evidence. No testimony that an inspection was even conducted was offer into evidence. The Melots only offered several estimates for work they want to be performed in order to meet their needs. This, however, is no evidence of an unsatisfactory inspection. In fact, what transpired here is the circumstances changed for the Melots and they simply decided they no longer wanted to close the transaction. Days after ratifying the contract the Melots continued to search for potential purchases. After the formation of a contract, which provides for certain terms, a mere change of heart is not a basis to terminate. The Melots breached the contract when they terminated and walked away.

When calculating damages for breach of contract, damages should place a nonbreaching party in the position he would have enjoyed had the contract been performed. Collins Entm't, Inc. v. White, 363 S.C. 546, 559, 611 S.E.2d 262, 268-69 (Ct. App. 2005). Generally, damages will consist of "(1) out-of-pocket costs actually incurred as a result of the contract; and (2) the gain above costs that would have been realized had the contract been performed." Id. at 559, 611 S.E.2d at 269. Though a party need not prove damages with mathematical certainty, the evidence

should allow a court to reasonably determine an appropriate amount. Yadkin Brick Co. v. Materials Recovery Co., 339 S.C. 640, 646, 529 S.E.2d 764, 767 (Ct. App. 2000). Furthermore, an amount of damages cannot be left to conjecture, guess, or speculation. Collins, 363 S.C. at 559, 611 S.E.2d at 269.

The Myers have established damages for the difference in the contract price between the Melot contract and the Smith contract in the amount of \$140,000.00.

"The law allows prejudgment interest on obligations to pay money from the time when, either by agreement of the parties or operation of law, the payment is demandable, if the sum is certain or capable of being reduced to certainty." Babb v. Rothrock, 310 S.C. 350, 353, 426 S.E.2d 789, 791 (1993). Myers requested prejudgment interest. Myers entitled to prejudgment interest on the sum of \$140,000 from the date of closing of the Smith contract which occurred on January 18, 2013. (Myers Exhibit No. 14). Prejudgment interest is award at the legal rate of interest from January 18, 2013 until November 19, 2014 on the amount of \$140,000.00.

The Myers are entitled to earnest money deposit held in escrow by Carolina One.

Cost of Leasing Alternate Housing

The cost associate with the alternate housing is not attributable to the actions of Melot for 2 reasons: (1) The Myers were living at 15 Robert Mills when the Melots made their offer; and (2) the Melots made their offer after Myers executed the lease.

Costs Associate with Home Maintenance

This Court is of the opinion that the costs associated with home maintenance are not attributable to the actions of the Melots.

Damage to Credit

This court is of the opinion that and damage to Myers credit was not proximately caused by the Melots. First, Myers testified that he stopped making payments to expedite the short sale process. Second, Myers was already in default on the 15 Robert Mills property, which would ultimately result in foreclosure.

Mental Anguish

The general rule is that a plaintiff cannot recover in contract for mental anguish regardless of the defendant's motives. S.C. Jurisprudence Damages Section 21 (2013).

An exception may exist in cases of fraud; where the contract anticipates a certain strength of feeling or susceptibility (for example, for breach of promise to marry; for mistreatment of passengers or guests by carriers or innkeepers; for dealings with funeral homes; or where the conduct in a business relationship is 'so outrageous and shocking to be actionable'). Contract cases allowing mental anguish damages are, however, an exception. The general rule is that no matter how foreseeable the injury, e.g., financial loss due to breach of contract, damages for mental distress are not usually awarded in contract actions and are never awarded for mere disappointment.

Id.

As such, Myers provided no evidence to overcome the general rule to recover for mental anguish for breach of contract.

Negligent Misrepresentation and Fraud

Without addressing the specific elements of negligent misrepresentation and fraud, this Court is of the opinion that Myers did not establish all necessary elements of the causes of action.

Now therefore it is,

ORDERED that judgment be entered in favor of the Myers against Defendant, John Melot, on the cause of action for breach of contract in the amount of \$140,000.00, with interest thereon at the legal rate until paid; and it is

FURTHER ORDERED that Myers is entitled to pre-judgment interest at the legal rate from January 18, 2013 until November 19, 2014 in the amount of \$22,486.30 for a total judgment award of \$162,486.30; and it is

FURTHER ORDERED that the earnest money deposit will be turned over to Myers and applied against the above judgment amount; and it is

FURTHER ORDERED that the causes of action for negligent misrepresentation and fraud are dismissed; and it is

FURTHER ORDERED that Aubie Melot having passed away during the pendency of the matter is dismissed as a party; and it is

FURTHER ORDERED that ten (10) days after entry of this Order Myers, if he so elects, shall file a motion for attorney's fees with all appropriate supporting documentation.

AND IT IS SO ORDERED.

Charleston, S.C.
December 10, 2014

Maite Murphy
The Honorable Maite Murphy
Circuit Court Judge

ATTEST: A TRUE COPY
JULIE J. ARMSTRONG (SEAL)
CLERK, C.F.G.S. & F.C.
BY *[Signature]*
DEPUTY CLERK

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS

NINETH JUDICIAL CIRCUIT

WELLS FARGO BANK, NA., as Trustee for the)
Certificateholders of Banc of America Mortgage)
Securities, Inc. Mortgage Pass-Through)
Certificates, Series 2005-E,)

Plaintiff,)

Vs.)

DANIEL O. MYERS; BETHANY A. THIES,)
AND BANK OF AMERICA, N.A.,)

Defendants)

DANIEL O. MYERS AND BETHANY A.)
THIES,)

Third-Party Plaintiffs,)

Vs.)

AUBIE MELOT, JOHN MELOT, AND)
CAROLINA ONE LLC,)

Third-Party Defendants.)

CA NO. 12-CP-10-1160

ANSWER, MOTION TO DISMISS
AND THIRD PARTY COMPLAINT

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2012 MAR 23 AM 11:22

FILED

The Defendants, Daniel O. Myers and Bethany Thies hereby answers the
Complaint of Plaintiff, Wells Fargo Bank, N.A. (hereinafter "Plaintiff") and asserts Third
Party Claims as follows:

FIRST DEFENSE

1. These Defendants deny each and every allegation of the Complaint of the
Plaintiff that is not specifically admitted herein.

2. These Defendants lack knowledge and information sufficient to form an opinion or belief as to the allegations of Paragraph 1 and therefore deny the same and demand strict proof thereof.

3. These Defendants admit the allegations of Paragraph 2 that alleges they are residents of the County of Charleston, State of South Carolina. These Defendants lack knowledge and information sufficient to form an opinion or belief as to the remaining allegations of said Paragraph and therefore deny the same and demand strict proof thereof.

4. These Defendants admit the allegations of Paragraph 3.

5. In response to the allegations in Paragraphs 4, 5 and 6 Defendants crave reference to said documents mentioned therein and the public records of the RMC Office for Charleston, South Carolina and deny any allegations inconsistent with the terms and records contained therein.

6. These Defendants lack knowledge and information sufficient to form an opinion or belief as to the allegations of Paragraph 7 and therefore deny the same and demand strict proof thereof.

7. The allegations of Paragraph 8 constitute legal conclusions which these Defendants are required neither to admit nor deny.

8. In response to the allegations in Paragraph 9 Defendants crave reference to said documents mentioned therein and deny any allegations inconsistent with the terms and records contained therein.

9. The allegations of Paragraphs 10 and 11 constitute legal conclusions which these Defendants are required neither to admit nor deny.

10. In response to the allegations in Paragraphs 12 and 13 Defendants crave reference to said documents mentioned therein and deny any allegations inconsistent with the terms and records contained therein.

11. The allegations of Paragraphs 14, 15 and 16 constitute legal conclusions which these Defendants are required neither to admit nor deny.

**FOR AND AS A FIRST DEFENSE
(Failure to State Claim)**

12. Further answering said Complaint and for a further defense thereto Defendants allege that Plaintiff's Complaint fails to set forth a sufficient cause of action. Plaintiff has made no allegations and provided no evidence of any kind to establish that it is the holder of the promissory note or mortgage.

**FOR AND AS A SECOND DEFENSE
(Real Party in Interest)**

13. Further answering said Complaint and for a further defense thereto Defendants allege that Plaintiff is not the real party in interest and therefore is barred from bringing the within action. Plaintiff has made no allegations and provided no evidence of any kind to establish that it is the holder of the promissory note or mortgage.

**FOR AND AS A THIRD DEFENSE
(Waiver)**

14. Further answering said Complaint and for a further defense thereto Defendants allege that Plaintiff's Complaint is barred by the doctrines of waiver and estoppels.

**FOR AND AS A FOURTH DEFENSE
(Affirmative Defenses)**

15. Further answering said Complaint and for a further defense thereto Defendants specifically plead as an affirmative defense to the allegations of the Complaint, accord and satisfaction, comparative negligence, duress, fraud, illegality, laches, statute of limitations, misrepresentation, mistake, payment, release, waiver, standing, unclean hands, failure to mitigate and lack of consideration or any other matter constituting avoidance or affirmative defense which may arise and develop as discovery in this progresses.

**FOR AND AS A FIFTH DEFENSE
(Reservation and Non-Waiver)**

16. Defendants reserve and do not waive any additional or further defenses as may be revealed by additional information that may be acquired in discovery.

**FOR AND AS A SIXTH DEFENSE AND
BY WAY OF COUNTERCLAIM
(Accounting)**

17. Defendants adopt the allegations of paragraphs 1 through 16 and incorporate the same herein by reference as if stated verbatim.

18. Defendants are entitled to an accounting from Plaintiff detailing all payments made, when received, when applied, how applied, interest charged, fees assessed and all other matters relating to the amount claimed owed.

MOTION TO DISMISS

Defendants move to dismiss the within Complaint pursuant to Rule 12, SCRPC on the grounds that Plaintiff lacks standing and/or is not the real party in interest.

NOTICE OF DEMAND FOR APPRIASAL RIGHTS

Defendants hereby place Plaintiff on notice of their intent to assert the right to appraisement as allowed by South Carolina law.

FOR AND AS A THIRD PARTY CLAIM

19. Third-party Plaintiffs, Daniel Myers and Bethany Theis (hereinafter "TP Plaintiffs") are husband and wife and reside in Charleston County, South Carolina.

20. Third-Party Defendants, Melots (hereinafter "Melots") are husband and wife, and are, upon information and belief, residents of Charleston County, South Carolina.

21. Third-party Defendant, Carolina One, LLC, upon information and belief is a limited liability company organized and existing under the laws of the state of South Carolina and doing business in the County of Charleston (hereinafter "Carolina One"). Carolina One is named herein because it holds as escrow agent the sum of \$7,500.

I. JURISDICTION AND VENUE

22. This Court has jurisdiction over this action pursuant to S.C. Const. Ann. Art. V, § 11 and S.C. Code Ann. § 15-53-20.

23. Venue in this Court is appropriate because the alleged acts or omissions giving rise to the cause of action occurred in Charleston County.

II. FACTUAL ALLEGATIONS

24. TP Plaintiffs are the owners of record of a home at 94 N. Shelmore Blvd. in Mt. Pleasant, South Carolina (hereinafter "home").

25. The home was TP Plaintiffs' residence until 2007, when TP Plaintiffs had moved to a new home they had built. TP Plaintiffs had been unable to sell the home in the market conditions of 2007 and 2008, and had instead leased the home in hopes that market conditions would stabilize. In 2011, the tenants moved out of the area and TP Plaintiffs determined to place the home back on the market.

26. In the summer of 2011, TP Plaintiffs listed the home for sale through Carolina One Real Estate at a listing price of \$600,000. The asking price would have been a short sale.

27. Substantial interest was shown in the house, and two offers were submitted on August 9. One of these offers was for \$620,000, \$20,000 above the asking price.

28. On August 10 an offer was submitted by Melots, who were also represented by Carolina One Real Estate as buyer's agents. A copy of that offer is attached hereto as Exhibit A.

29. Melots were well aware that multiple offers had been submitted. Rather than offering a specific purchase price, Melots instead offered to purchase the home for "\$5,000 above verifiable bonified [sic] highest offer." Exhibit A at paragraph 5.

30. TP Plaintiffs were concerned and communicated to the agent representing both TP Plaintiffs and Melots their concern that Melots' offer was not specific enough as to price to be properly evaluated. TP Plaintiffs were informed by the agent that Melots had framed their offer in this manner because they were aware there was considerable interest in the house and they wanted to ensure their offer was accepted.

31. TP Plaintiffs were further told that Melots were living in rental accommodations after their previous home had been destroyed in a fire, and that they had been intending to build a new home after a previous house was destroyed in a fire, but had now decided instead to purchase a home.

32. TP Plaintiffs, seeking to ensure that all potential buyers had an opportunity to make their best offer, rejected all offers but asked their agent (who also represented

Defendants) to communicate to all prospective purchasers that TP Plaintiffs had received multiple competing offers significantly above the listing price, and requesting that all interested buyers submit a final, best offer.

33. TP Plaintiffs also asked that the agent communicate to all potential buyers that the sale was "as is," that no home warranty would be provided, and that the home was a short sale.

34. TP Plaintiffs specifically asked their agent to inform Melots that TP Plaintiffs wanted a specific price Melots were willing to pay for the house, and not a price framed as an amount over the next best offer.

35. Between August 10 and August 14, TP Plaintiffs received three new offers from the previous prospective buyers (including Defendants) and one additional prospective buyer.

36. The prospective buyer who had previously offered \$620,000 had raised the offered price to \$630,000. Another, new offer was for \$615,000.

37. Melots again submitted their offer with a proposed purchase price of "\$5,000 above verifiable bonified [sic] highest offer." Melots deposited with Carolina One an earnest money deposit in the amount of \$7,500.00.

38. TP Plaintiffs were again told by the agent that the Melots' intent was to ensure their offer was accepted.

39. TP Plaintiffs counter-offered Melots proposal with a requested purchase price of \$640,000, all other aspects of the offer remaining the same.

40. Melots accepted the counteroffer. A copy of the accepted offer is attached hereto as Exhibit B.

41. As part of the process of the Short Sale, TP Plaintiff prepared documents that would be required by the lienholder and sought to retain assistance of counsel for the sale.

42. On October 5, 2011, after having been told by their lienholder that there had been no communication from anyone to them regarding a short sale, TP Plaintiffs asked their agent for an update. TP Plaintiffs were told by the agent on October 6, 2011 that Melots did not intend to abide by the contract.

43. In fact, as revealed in an email sent to the agent and forwarded to TP Plaintiffs, after signing the Agreement to buy 94 N. Shelmore, Melots had continued to look for another property, intending all along to "drop the short sale should [they] find something better suited" and breach the contract with TP Plaintiffs.

44. In fact, shortly after informing TP Plaintiffs of their repudiation of the contract, Melots purchased another property for almost \$1 million.

FIRST THIRD PARTY CAUSE OF ACTION

Breach of Contract

45. TP Plaintiff incorporates the preceding paragraphs 1 through 44 as if repeated verbatim herein.

46. Melots entered into a contract to purchase the property from TP Plaintiffs.

47. TP Plaintiffs at all times took actions required to consummate the purchase, and were at all times prepared to take all required actions.

48. Melots breached the contract by, among other things, repudiating the contract and refusing to take actions required of them by the contract.

49. As a result of Melots' actions, TP Plaintiffs have been injured and Melots are liable to TP Plaintiffs for actual and consequential damages.

SECOND THIRD PARTY CAUSE OF ACTION

Fraud

50. TP Plaintiff incorporates the preceding paragraphs 1 through 49 as if repeated verbatim herein.

51. In order to induce tp Plaintiffs to accept their off to purchase the above mentioned property, Melots made various representations and statements to TP Plaintiffs regarding their intention to seek consummation of the sale both directly and indirectly, including, among other things, representing to TP Plaintiffs through their agent that they structured their offering price as "\$5,000 above verifiable bonified [sic] highest offer" in order to ensure their offer was accepted and executing the Purchase and Sale Agreement attached hereto as Exhibit B.

52. Melots intended TP Plaintiffs to believe, and TP Plaintiffs in fact did believe, that Melots were committed to the purchase of the property at 94 N. Shelmore.

53. In reliance on Melots representations, TP Plaintiff took action that were detrimental to their positions, including turning down competing offers to purchase, taking the property off the active market, and other actions to seek consummation of the sale.

54. In fact, as disclosed after Melots breached the agreement, Melots representations were false, in that Defendants were merely using Plaintiffs' property as a "fall back" and never intended to be bound by the agreement to purchase if they "[found] something better suited."

55. As a result of Melots' actions, TP Plaintiffs have been injured and Melots are liable to TP Plaintiffs for actual and consequential damages.

THIRD PARTY THIRD CAUSE OF ACTION

(Negligent Misrepresentation)

56. TP Plaintiffs adopt the allegations of paragraphs 1 through 55 and Incorporate the same herein by reference as if stated verbatim.

57. Melots, upon information and belief, made false representations and misleading representations to the TP Plaintiffs regarding the sale transaction.

58. Melots had a pecuniary interest in making the statements and soliciting the consumers' business by making this loan.

59. Melots owed a duty of care to see that it communicated truthful information to the TP Plaintiffs.

60. Melots breached that duty by failing to exercise due care.

61. TP Plaintiffs justifiably relied upon these representations.

62. By virtue of the negligent misrepresentations, the TP Plaintiffs have been actually damaged and because these representations were willful, intentional, with malice towards the Melots and with a reckless disregard for the rights of the TP Plaintiffs, they seek an award of actual and punitive damages in accordance with their prayer for relief.

INTERPLEADER

63. Carolina One is named herein as the escrow agent and holder of the earnest money deposit in the amount of \$7,500.00.

64. TP Plaintiffs and Defendants request that Carolina One deposit the monies with the Court to be held there until further Order of the Court.

65. Upon deposit of the funds Carolina One can be dismissed as a party.

PRAYER FOR RELIEF

WHEREFORE, Defendants Third-Party Plaintiffs pray for judgment against

Plaintiff and Third-Party Defendants, jointly and severally, as follows:

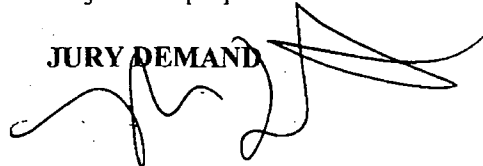
AS TO PLAINTIFF

1. Having fully answered the within Complaint, Defendants request that the Complaint be dismissed;
2. For a full and complete account;
3. And for such other relief this Court deems proper.

AS TO THIRD PARTY DEFENDANTS

1. For actual damages according to proof;
2. For compensatory damages as permitted by law;
3. For consequential damages as permitted by law;
4. For statutory damages as permitted by law;
5. For punitive damages as permitted by law;
6. For equitable relief, including restitution;
7. For interest as permitted by law;
8. For the earnest money deposit to be deposited with the Clerk of Court;
9. For reasonable attorneys' fees and costs; and
10. For such other relief as is just and proper.

JURY DEMAND



MARY LEIGH ARNOLD, PA
749 Johnnie Dodds Blvd, Suite B
Mount Pleasant, SC 29465
Phone: 843-971-6053

Mount Pleasant, SC

2012 CP 10-1160

March 21, 2012

CERTIFICATE OF MAILING

The undersigned, Attorney for Plaintiff, hereby certifies that on March 22, 2012, a copy of the attached Answer, Counterclaim, Motion to Dismiss and Third Party Complaint was placed in an envelope, with first-class postage prepaid, and mailed to:

BROCK AND SCOTT
3800 Fernandina Road, Suite 110
Columbia, S.C. 29210



Mary Leigh Arnold, Esquire

2012 MAR 23 AM 11:22
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

FILED

MARY LEIGH ARNOLD, P.A.
ATTORNEY AND COUNSELOR AT LAW

749 Johnnie Dodds Blvd. • Suite B • Mt. Pleasant, SC 29464
Telephone: 843.971.6053 • Facsimile: 843.971.6055
Sammie@maryarnoldlaw.com
maryarnoldlaw.com

March 22, 2012

Charleston County
Clerk of Court
100 Broad Street
Charleston, S.C. 29401

Re: Wells Fargo Bank N.A. vs. Daniel O. Myers et.al.
Civil Action No. 12-CP-10-1160

Dear Clerk:

Enclosed for filing with your office please find Defendants' Answer, Motion to Dismiss and Third-party Complaint with regard to the above referenced matter.

With kind regards,

MARY LEIGH ARNOLD, PA.



Mary Leigh Arnold

cc: Brock and Scott

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

WELLS FARGO BANK, N.A., AS
TRUSTEE FOR THE
CERTIFICATEHOLDERS OF BANK OF
AMERICA MORTGAGE SECURITIES, INC.
MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-E,

PLAINTIFF,

V.

DANIEL O. MYERS, BETHANY A. THIES
AND BANK OF AMERICA, N.A.,

DEFENDANTS.

DANIEL O. MYERS AND BETHANY A.
THIES,

THIRD-PARTY PLAINTIFFS,

V.

AUBIE MELOT, JOHN MELOT, AND
CAROLINA ONE REAL ESTATE,

THIRD-PARTY DEFENDANTS.

) COURT OF COMMON PLEAS
) FOR THE NINTH JUDICIAL CIRCUIT
) CASE No.: 2012-CP-10-1160

BY

JULIE J. ANDERSON
CLERK OF COURT

2014 DEC 29 PM 3:03

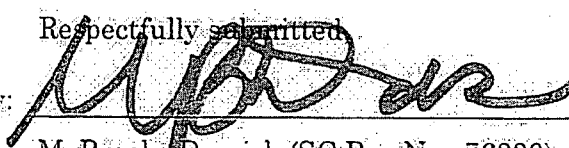
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MOTION TO ALTER OR
AMEND THE COURT'S
JUDGMENT OF THIRD-PARTY
DEFENDANTS AUBIE AND
JOHN MELOT

Pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure,
Third-Party Defendants Aubie and John Melot (the "Melots") move this Court
for an order altering or amending its December 16, 2014 Order. This Motion is
based on the grounds that the judgment is based on material errors of law and
fact.

This Motion is further based on the applicable rules, statutes, case law, affidavits, or memorandum of law that may be filed with this Court at or before the hearing.

Respectfully submitted,

By: 

M. Brooks Derrick (SC Bar No.: 76330)
Law Office of M. Brooks Derrick, LLC
36 Broad Street
Charleston, South Carolina 29401
Office: (843) 410-2545
Fax: (843) 410-5664
bderrick@derricklawoffice.com

*Attorney and Counselor for Aubie and
John Melot.*

Charleston, South Carolina
December 29, 2014

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	
Wells Fargo Bank, N.A. as trustee	)	
for the Certificate holders of	)	
Banc of America Mortgage	)	
Securities, Inc. Mortgage	)	
Pass-Through Certificates, Series	)	
2005-E,	)	CASE: 2012-CP-10-1160
PLAINTIFF,	)	
	)	
VS.	)	TRANSCRIPT OF RECORD
	)	
Daniel O. Myers, Bethany A. Theis,	)	
and Bank of America, N.A.,	)	
	)	November 19, 2014
DEFENDANTS.	)	
	)	
Daniel O. Myers and Bethany A.	)	
Theis,	)	
THIRD-PARTY PLAINTIFFS,	)	
	)	
VS.	)	
Aubie Melot, John Melot, and	)	
Carolina One LLC,	)	
THIRD-PARTY DEFENDANTS.	)	
	)	

Charleston, South Carolina

B E F O R E:

The Honorable Maite Murphy

A P P E A R A N C E S:

Mary Leigh Arnold, Esquire, For the Plaintiff

M. Brooks Derrick, Esquire, For the Defense of J. Melot

David Collins, Esquire, For the Defense of Carolina One

Phyllis Norton, CVR, *Nationally Certified Verbatim Court Reporter*
 636 Long Point Road, Unit G, #74, Mt. Pleasant, South Carolina 29464
 PNorton@sccourts.org

1 THE COURT: Are the parties ready to proceed?

2 MS. ARNOLD: Yes, Your Honor. Mary Leigh Arnold on
3 behalf of Mr. Myers. Judge, we have had a chance to discuss
4 matters and we have agreed to a substantial amount of
5 stipulation.

6 THE COURT: Great.

7 MS. ARNOLD: What we have agreed to is all of our
8 exhibits. And the Myers exhibits are one through nineteen
9 with eleven A and B. And then Mr. Derrick has his exhibits
10 already admitted. We have agreed to stipulate to all of
11 those.

12 We stipulate basically to all facts that are contained
13 within those documents and the only thing that we -- that
14 Mr. Myers needs to present to you today is testimony on
15 damages.

16 THE COURT: Okay.

17 (WHEREUPON, Plaintiff-Myers Exhibits 1 through 19, including
18 11A and 11B, were marked for identification and admitted
19 into evidence.)

20 (WHEREUPON, Defendant-Melot Exhibits 1 through 14 were
21 marked for identification and admitted into evidence.)

22 MS. ARNOLD: What we have suggested is that we have
23 that stipulation, we have Mr. Myers testimony on damages,
24 and that me and Mr. Derrick submit to you by way of in terms
25 of proposed orders. It will just make it easy for the

1 what Sammy said a minute ago, we could submit proposed
2 orders if that needed to be done.

3 THE COURT: Okay. All right. You may proceed.

4 MS. ARNOLD: All right. Thank you, Your Honor. I
5 would call Mr. Myers on the issue of damages.

6 (WHEREUPON, the witness was duly sworn.)

7 THE COURT: Please have a seat and state your full name
8 for the record.

9 MR. MYERS: My name is Daniel Oakes, O-A-K-E-S, Myers,
10 M-Y-E-R-S.

11 THE COURT: Ms. Arnold, your witness.

12 MS. ARNOLD: Thank you, Your Honor. And, Your Honor, I
13 am going to fast-forward. I am not going to do any of the
14 basic. I don't think the court necessarily needs it. I am
15 just going to go straight into the issues on damages.

16 THE COURT: That is fine.

17 MS. ARNOLD: Thank you, Your Honor.

18 **DIRECT EXAMINATION BY MS. ARNOLD OF MR. DANIEL MYERS:**

19 Q. Mr. Myers, I am going to hand you what has been
20 pre-marked as Myers Number 13 and ask you if you can
21 identify that document.

22 A. That is the agreement to buy and sell real estate
23 between myself and my wife and Dee Smith. That is the
24 eventual sale of Shelmore.

25 Q. Okay. And for the court's purposes, the property that

1 we are talking about is 24 -- 24 ---

2 A. Ninety-four.

3 Q. Ninety-four.

4 A. Ninety-four North Shelmore.

5 Q. Okay. And so that was a contract to purchase after the
6 Melot contract?

7 A. After the -- after the Melot deal fell through, yes.

8 Q. Okay. And what is the purchase price with that
9 contract?

10 A. Five hundred thousand dollars.

11 Q. Okay. And did that contract consummate?

12 A. Yes, it did.

13 Q. Okay. And the property sold?

14 A. The property sold.

15 Q. Okay. I am going to hand you what has been marked as
16 Myers Number 14 and ask you to look at that and see if you
17 can identify that document.

18 A. That is the settlement statement from the eventual sale
19 of 94 North Shelmore.

20 Q. Okay. And what was the sale price as identified in the
21 HUD-1?

22 A. Five hundred thousand dollars.

23 Q. Okay. And what is the difference price between what
24 the property ultimately sold for and what the Melot contract
25 was?

1 A. The Melot contract was for \$640,000, so the difference
2 is \$140,000.

3 Q. Okay. And what are you claiming as damages as part of
4 your claim for breach of contract against the Melot's?

5 A. The difference between the eventual sale price and the
6 price that they offered to buy it.

7 Q. Okay. How long of a time period did it take between
8 the time that there was a termination by the Melot's and the
9 sale to Ms. Smith?

10 A. The -- the closing of the sale or the offer?

11 Q. The closing.

12 A. The closing of eventual sale was in January of 2012,
13 and the withdrawal of the Melot offer was in October of
14 2011; so it was -- it was about a year and three months or
15 so.

16 Q. And during that time period did you incur any costs
17 related to the property?

18 A. Yes, we did. We incurred some maintenance costs
19 related to -- basically that was the summer so things grew
20 and we had to have the yard taken care of. And I think that
21 was about all that we had to do on that if I remember.

22 Q. I am going to hand you what has been marked as Myers
23 Number 15 and ask you to identify that.

24 A. That is a resident rental agreement. We did seek
25 separate housing because we -- we were in the process of

1 selling another home that we were going to have to move out
2 of and we want --- didn't want to take our kids out of their
3 school so we sought a rental in the nearby area. And we
4 thought we found something in August right about the time
5 that the offer came in and signed that lease.

6 THE COURT: Mr. Myers, can you speak up a little bit.
7 I am having a hard time hearing you.

8 MR. MYERS: I'm sorry.

9 A. We -- this is a residential rental agreement for 657
10 East Hobcaw Drive that we signed in August after the --
11 around the time of the agreement from the Melot's came in or
12 Melot's came in. And we were looking for a place to go with
13 our children in the neighborhood because our kids were in
14 school and it was -- and they had friends and we were trying
15 to keep the family in the same area and Hobcaw is about --
16 it was about less than a quarter mile from where we were
17 living, although not in the same neighborhood. And so we
18 signed that in August right about the same time that the
19 agreement came in.

20 Q. And what was your total cost to the lease rental,
21 payments that you paid during that time period?

22 A. The total amount of the lease for the year was \$36,000.

23 Q. Okay. Mr. Myers, let's talk -- let's go back to the
24 sale. Before the property sold were any processes or what
25 processes were brought against you with regard to the

1 property?

2 A. Shortly after the offer was withdrawn we were served
3 with foreclosure papers.

4 Q. And what did you have to do as a result of that
5 foreclosure process?

6 A. We had to retain an attorney and we had to deal with
7 the bank on the foreclosure process while we were trying to
8 get the house sold on a short sale.

9 Q. Okay. And at the time of the closing of the short sale
10 how many mortgages were on the property?

11 A. There were two mortgages on the property. One was for
12 I think 480 or something, plus additional expenses and
13 costs. And the other was for -- I can't recall the exact
14 amount, but it was like 390,000 or something like that.
15 That was the second.

16 Q. And through the short sale process were you released of
17 all liability for the debt and -- those debts and mortgages?

18 A. No.

19 Q. Okay. Which ones were you not released from?

20 A. The second mortgage was not released.

21 Q. Okay. And what is the debt owed on the second
22 mortgage?

23 A. I believe it is around \$370,000 plus or minus some
24 change. I know that there is an exhibit that has those
25 numbers exactly.

1 Q. Here, I am going to hand you what has been marked as
2 Melot's Number 1 so you can look at that. Hand you what has
3 been marked as Melot's Number 1 and tell me if you can
4 identify that.

5 A. These are the -- these are documents from Bank of
6 America relating to -- that were subpoenaed by the Melot's
7 relating to the property at 97 (sic) North Shelmore and the
8 loans involved there.

9 And specifically I am looking at page -- there is a
10 page in there starting with the Tampa Bay Community
11 Development Corporation. Produced this. It as an account
12 transaction history. It starts on Page 13, the 13th page of
13 the exhibit. And that is -- that is for the 300 -- it was
14 \$350,000 loan. That is the second mortgage.

15 And it goes through the various expenses associated
16 with this; and the balance goes up to as of May 16th, 2012,
17 when it was charged off by Bank of America; \$378,720.92.

18 Q. Okay. Now you just used the term charged off.

19 A. Yes.

20 Q. Can you explain -- do you know what that means in the
21 context of a bank?

22 A. Yes, I do. Charged off is an accounting term. It just
23 means that they took what was considered an asset under
24 accounting rules and now they are not counting it as an
25 asset.

1 It doesn't mean that I don't owe the money. It just
2 means that they are no longer counting it as an asset for
3 accounting purposes. And that's -- a lot of that has to do
4 with the way banks deal with the federal government.

5 Q. How has the Bank of America debt been reported on your
6 credit?

7 A. It is recorded -- it is reported as an open debt that
8 is in default.

9 Q. Okay. And how has that impacted you?

10 A. It means that if I were to go and try to seek a loan -
11 which I have not done simply because I know that it would be
12 useless - I would have to account for a \$390,000 debt. That
13 takes up \$390,000 or \$378,000 of my -- of my lending
14 capacity. And I have been unable to obtain loans for
15 purchasing a place to live in Northern Michigan or -- not
16 through conventional means - or financing my business.

17 Q. I am going to hand you what has been pre-marked as
18 Myers Number 16 and ask you if you can identify that,
19 please, sir.

20 A. These are payments related to the termite bond for 94
21 North Shelmore between November 2011 -- or -- I'm sorry,
22 November 2010 to March of 2012. Those are -- those are
23 payments that we made to the pest control company in order
24 to maintain the property after the -- after the sale fell
25 through.

1 that were involved. Which I don't -- I didn't see anything
2 on that in the documents, but I know that we did pay a lot
3 in utilities.

4 And finally there is the cost incurred from the
5 foreclosure action and from retaining you and from your --
6 and from the cost of this -- this action as well, which we
7 have listed here at \$20,000. But I haven't seen a bill from
8 you recently, so I assume it is more than that now.

9 Q. Anything further?

10 A. No, I think that is -- you know, I don't want to try
11 and -- I am not trying to blame Mr. Melot for everything
12 that went wrong since then, but I do feel that this was a
13 blow that we did not need to suffer.

14 Q. Thank you. Please answer any questions that Mr.
15 Derrick may have.

16 THE COURT: Your witness.

17 MR. DERRICK: Your Honor, is it okay if I (motioning)?

18 THE COURT: You may.

19 **CROSS-EXAMINATION BY MR. DERRICK OF DANIEL MYERS:**

20 Q. Brooks Derrick here resenting Mr. Melot. I just have a
21 handful of questions for you, Mr. Myers.

22 How many pieces of property did you own at the time in
23 September of 2011?

24 A. I owned a home in Michigan. I had the house on 15
25 Robert Mills which was -- which we were looking at a

1 Q. Has Bank of America taken any steps to collect that
2 amount of deficiency?

3 A. Well, typically what they do -- what banks do is they
4 sell these off to debt buyers. And I know this because this
5 is the area that I deal with.

6 I have not yet been contacted by a debt buyer; however,
7 as I was driving down here I received notice -- I got an
8 email from my neighbor that she had signed for a registered
9 letter from Texas with no name on it.

10 And being in the business of dealing with these I know
11 what that means. It probably means that a debt buyer named
12 Dick O'Neal which purchases these sold-out second loans is
13 contacting me to see how much money they can get out of me.

14 I don't know that for certain. But that is what I
15 expect to happen. I have seen it happen with other people
16 in my practice, and I know that this is the way it goes.

17 Q. Is there -- is there a time constraint on that at all?

18 A. There is statute of limitations on the amount that is
19 owed. In this case it would be -- you know, are there
20 defenses to a collection action, I ---

21 Q. Well, I am just -- I mean is there a time limit -- is
22 there -- what's -- do you know what the statute of
23 limitation is on collecting the debt?

24 A. It could be as much as ten years if it is signed under
25 seal.

1 exhibit.

2 Q. I don't know off the top of my head either. I am just

3 ---

4 A. I can't remember off the top of my head. That's

5 (WHEREUPON, exhibit was retrieved.)

6 Q. That was May?

7 A. May.

8 Q. Okay. All right. I am trying to get my timeline.

9 A. Could I see that?

10 Q. Yes.

11 A. Because there are some

12 Q. I am trying to get my timeline right here.

13 (WHEREUPON, document provided to witness.)

14 Q. I have just one or two more questions and then I will
15 yield to Mr. Collins.

16 A. That was in May, May of 2012. So it actually closed in
17 2013. I'm sorry.

18 Q. Okay.

19 A. It closed in January 2013.

20 Q. Have you received any documentation whatsoever from
21 Bank of America regarding this debt; have you received a
22 1099?

23 A. No.

24 Q. You haven't ever received a 1099?

25 A. Which means it hasn't been -- you know, it hasn't been

1 released.

2 Q. Okay. So your -- the only -- the only I guess evidence
3 that we have that they have not released that debt is your
4 testimony?

5 A. No, it is the document that you have there, your
6 Exhibit 1.

7 Q. Exhibit 1 it says zero.

8 A. It says written off.

9 Q. Right.

10 A. That is not a release. That is written off is an
11 accounting term. That means that they take it off of their
12 assets and put it into another ---

13 Q. Okay.

14 A. --- point.

15 Q. Now this is -- this document, Exhibit -- Melot
16 Exhibit 1, I subpoenaed ---

17 A. Right.

18 Q. --- and there is ---

19 A. And there is no -- there is no release in there of
20 the -- of the note.

21 Q. And there is no evidence at all that that \$340,000 that
22 you owed them is somewhere else attributable to your name in
23 Bank of America?

24 A. There's no evidence they've released it. There is not
25 a release in there.

1 Q. Right, but that subpoenaed I subpoenaed all of the
2 records had to do that with you or your property; ---

3 A. Right.

4 Q. --- right? So when that information comes to me there
5 is not -- there is nothing in there that has -- that says
6 zero has been -- that 340 has been moved over to some other
7 account that is attributable to your name?

8 There is no release in there; you are correct. But
9 that -- the only -- the only number that is in there with --
10 under your name is zero. There's no other information in
11 there. Would you -- do you disagree with me?

12 A. Yes, I do. You have any -- or a copy of the document
13 that shows that the money is owed, and there is nowhere in
14 here that it is not stamped that it is paid. There's
15 nothing in here that shows that it has been paid.

16 The zero is a charge-off in which as I said is not a
17 release and does not mean that I don't owe the money. It is
18 just an accounting term.

19 Q. I understand what you're saying that it is an
20 accounting term. But if it is an accounting term that 340
21 should show up somewhere else, right? I understand what you
22 are telling me that it is a charge-off, they need to take
23 that away from their assets; right?

24 A. Right.

25 Q. But if I subpoenaed the documents, they turned over

1 everything that had to do with your name, that 340 it would
2 make sense to me if I was accounting for all of that money
3 if I was the bank that that 340 would be somewhere else;
4 right?

5 A. It is in here. The note is in here. Isn't the note in
6 here? The note is the note. The note is the 340.

7 Q. Okay, but I'm -- your testimony is that it is an
8 accounting term, correct?

9 A. My testimony is that that document shows that it was
10 charged off and that is an accounting term. It does not
11 mean that I don't owe the money. It is just an accounting
12 term.

13 Q. But ---

14 A. I guess I am not clear of what you are saying. There
15 is the note in there which shows that I owe \$340,000. There
16 is nothing in here -- these are all the documents as you say
17 that Bank of America is. And there is nothing in here that
18 indicates that Bank of America has released me of that
19 indebtedness. There's nothing in there that says that they
20 have released me of indebtedness. I have got nothing that
21 shows that I no longer owe that money. So those documents
22 right there show that I owe the money.

23 Q. It shows -- it shows one of two things; it either shows
24 you owe the money or it doesn't. And that zero is pretty
25 powerful to me.

1 A. I know. It was to me before I understood what -- what
2 charge-off meant. I meant I used to -- I used to argue that
3 on behalf of clients that, oh, it has been charged off; it
4 is gone.

5 But it is clear that is an accounting term. It does
6 not mean that you don't owe the money. It just means that
7 it is no longer carried as an asset.

8 That means -- it is not a release of the amount. It
9 has not been released. It is not just my testimony. Those
10 documents do not show a release of the amount.

11 Q. But they show zero; is that correct?

12 A. They show that they are accounting for it -- they are
13 not -- they are accounting for it as an asset that is worth
14 zero.

15 Q. As a zero, right?

16 A. They are accounting for it as an asset that is worth
17 zero.

18 Q. And they have accounted for that 340 nowhere else in
19 this document; is that correct?

20 A. The note accounts for that document. I understand what
21 you are trying to argue. You are trying to argue that
22 because they have written it off I don't owe the money. I
23 wish you were right.

24 Q. I'm just going by the documents.

25 A. I know.

1 Q. That is all I am going by, zero.

2 A. I am trying to explain them to you.

3 Q. Okay. That's fine. Thank you. No further questions.

4 THE COURT: All right. Anything, Mr. Collins?

5 MR. COLLINS: Yes, Your Honor, I am going to have a
6 couple.

7 MS. ARNOLD: Your Honor, actually I would object to Mr.
8 Collins being able to talk. There is no claims back and
9 forth between our clients.

10 THE COURT: That is true. Anything further?

11 MS. ARNOLD: Nothing further, Your Honor.

12 THE COURT: I have got a question for you, Mr. Myers.
13 On what date did you find out that the -- is is Melot's?

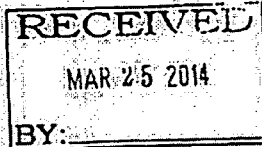
14 MS. ARNOLD: Melot's.

15 THE COURT: ... Melot's were not going to abide by the
16 terms of the contract?

17 MR. MYERS: That would be -- and there is an e-mail. I
18 received in early October I got a call from Bank of America
19 asking me why I hadn't paid and I told them I was in a short
20 sale. And they told me well we haven't seen anything.

21 And I called Nancy Hoy to ask her what's the status. I
22 think I left a message. I don't think I spoke with her.
23 But she called me back and we spoke about it. And that
24 would be October 5th. And there is an email that I sent to
25 her right after we got off the phone about that in the

Bank of America
Legal Order Processing
5701 Horatio St.
Ulrica, NY 13502



Bank of America 

March 24, 2014

The Law Offices of M. Brooks Derrick
36 Broad Street
Charleston, SC 29401

Regarding Reference number: U030614000279
Case: DANIEL MYERS
Case number: 2012-CP-10-1160
Customer name:

Enclosed are the documents requested in the subpoena/legal request issued in the above case.

We consider your receipt of these records compliance with the above referenced subpoena/legal request and our file is now closed for this matter.

Also enclosed is an invoice for expenses incurred in complying with your request. Please direct the payment to the above listed address.

If you have any questions, please call us at 213-580-0702. We are available Monday through Friday 9 a.m. to 5 p.m. local time. If you need to forward any correspondence to us regarding this case, please mail it to the address listed above. When contacting us regarding this notice, please use the reference number listed above.

Legal Order Processing

© Recycled Paper

Bank of America Legal Order Processing
RE: Reference # U030614000279
Court Case number: 2012-CP-10-1160
Court or Issuer: The Law Offices of M. Brooks Derrick
Court Case Name: DANIEL MYERS

AFFIDAVIT OF BANK OF AMERICA BANK OFFICER AND/OR CUSTODIAN OF RECORDS

Before me, the undersigned authority, personally appeared,
Patrick Callahan

Who, being duly sworn by me, deposes and says as follows:

1.) Authority. I, Patrick Callahan, am a duly authorized bank officer and/or custodian of the records of Bank of America N.A with authority to execute this affidavit and certify to the authenticity and accuracy of the records produced with this affidavit.

2.) Records. The records produced herewith by Bank of America, N.A. are original documents or are true copies of records of a regularly conducted banking activity that:

- a.) Were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matters;
- b.) Were made and kept in the course of regularly conducted banking activity by Bank of America, N.A. personnel or by persons acting under their control; and
- c.) Were made and kept by the regularly conducted activity of Bank of America N.A. as a regular practice, on or about the time of the act, condition, or event recorded.

Additional Comments: Modification of mortgage, power of attorney, agreement and account transaction history for account ending 2099 in the name of Daniel Myers for the period January 2006 to May 2012.

3.) Production. (Select One)

☒ The records produced herewith (together with any banking records produced by Bank of America N.A. previously in response to the subject request, order, or subpoena) constitute a complete production of bank records responsive to the subject request order or subpoena (or a complete production under the terms of a subject request, order, subpoena as subsequently limited by the issuer).

OR

☐ A thorough search has been conducted and no records could be located that are responsive to the subject request, order, or subpoena.

4.) I declare under penalty of perjury that the foregoing is true and correct.

Date: 3/24/14 Signature: Patrick Callahan

The above named Bank of America N.A. bank officer and/or custodian of records is known to me (or satisfactorily proven) to be the person who subscribed the within document and acknowledged to me that he/she executed the same for the purposes stated there in.

☒ Signer is personally known to me.

☐ Signer has produced the following identification: _____

Sworn to and subscribed before me this 24th day of 3/2014. In witness thereof I have set my hand and official seal.

DEBRA JEAN LYMAN
Notary Public - State of New York
No. 01LV6280383
Qualified in Herkimer County
My Commission Expires Apr. 28, 2017

Debra Jean Lyman
Signature of Notary Public in and for
State of NY
City/County of Ulster/Oneida
My Commission Expires _____

Invoice



Bank Of America
Legal Order Processing
NY-501-01-17
5701 Horatio St
Utica, NY 13502
213-560-0702

BILL TO

The Law Offices of M. Brooks Derrick

36 Broad Street
Charleston, SC 29401

Case #: U030614000279
Invoice Id: Invoice - 313144
Date of Invoice: 3/24/2014
Court Case Name: DANIEL MYERS
Court Case #: 2012-CP-10-1160
EIN: 94-1687665

Amt Paid:

Please remit top half w/payment to the above address. Please include case number on payment.

Invoice Details

Quantity	Description of services/Financial Records Provided	Cost Per Item	Extended Amount
0	Copies of Checks	0.25	\$0.00
0	Copies of Statements/Pages	0.25	\$0.00
0	Copies of Documents	0.25	\$0.00
0	Copies of Deposits	0.25	\$0.00
0	Copies of Offset	0.25	\$0.00
22	Copies of Account Records and Loan Documents	0.25	\$5.50
0	Copies of Complete Loan Files	30.00	\$0.00
0.00	Supervisor Time	0.00	\$0.00
1.00	Generalist Time	20.00	\$20.00
0.00	Witness Hours Amount	0.00	\$0.00
0.00	Mileage Amount	0.00	\$0.00
Postage Amount			\$7.38
Media Cost			\$0.00
Other			\$0.00
Sub Total			\$32.88
Less Deposits/Payments Received			\$0.00
Refund			\$0.00
Amount due on Receipt			\$32.88

Invoice Remarks:

Recycled Paper

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF CHARLESTON

DANIEL O. MYERS and BETHANY A. THEIS,
Third-Party Plaintiffs,

v.

SUBPOENA IN A CIVIL CASE

JOHN MELOT, AUBIE MELOT, and CAROLINA
ONE LLC, Third-Party Defendants.

Case Number: 2012-CP-10-1160

Pending in Charleston County

TO: Bank of America, N.A.

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM :

DATE AND TIME : , AM

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME , AM

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the documents described in Exhibit 1.PLACE
Law Office of M. Brooks Derrick
36 Broad Street
Charleston, SC 29401

DATE AND TIME March 17, 2014 3:00 PM

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME , AM

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

Issuing Officer's Signature (Indicate if Attorney for Plaintiff or Defendant)



3/5/2014

M. Brooks Derrick

Attorney for Third-Party Defendants John and Aubie Melot

Date

Print Name

Issuing Officer's Name, Address, and Phone Number

M. Brooks Derrick, 36 Broad Street, Charleston, SC 29401; (843) 410-2545

Exhibit 1

Any and all documents related to open or closed bank loans or mortgage documents reflecting loans made to or co-signed by Daniel O. Myers and/or Bethany A. Thies, and/or in the name(s) of Daniel O. Myers and/or Bethany A. Thies related to the property located at 94 North Shelmore Boulevard, Mount Pleasant, SC 29464 (TMS# 535-06-00-332), including—but not limited to—

- a. Loan applications;
- b. Corporate board authorization minutes or partnership resolutions;
- c. Loan ledger sheets;
- d. Documents (checks, debit memos, cash in tickets, wires in, etc.,) reflecting the means by which loan repayments were made;
- e. Documents (bank checks, credit memos, cash out tickets, wires out, etc.,) reflecting disbursement of the loan proceeds;
- f. Loan correspondence files, including but not limited to:
 - i. Letters to the bank;
 - ii. Letters from the bank; and
 - iii. Notes, memoranda, etc. to the file;
- g. Collateral agreements and documents;
- h. Credit reports;
- i. Financial statements;
- j. Notes or other instruments reflecting the obligation to pay;
- k. Real estate mortgages, chattel mortgages, or other security instruments for loans;
- l. Forms 1099, 1089, or back-up withholding documents; and
- m. Loan amortization statements.

68111010192099

EX-17 T571 PG261

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, Bethany A. Thies, have constituted, made and appointed and by these presents do constitute, make and appoint Daniel O. Myers, my true and lawful attorney for me, and in my name and stead, to obtain an equity line of credit, the property known as 94 North Shellmore Boulevard, Mt. Pleasant, Charleston County, South Carolina, TMS #535-06-00-332 and to make, execute and deliver any and all documents necessary for the consummation and closing of the said real estate transaction, in my name, including specifically the power to sign the closing or settlement statement, note and mortgage, and to endorse any checks made out to our order in connection with this transaction.

GIVING AND GRANTING unto my attorney by these presents full power and authority in and about the premises for us and in my name, to do and execute the same as fully and amply to all intent and purposes as I might or could do if I were personally present or if the matter required more special authority, than is hereby given, and I hereby ratify and confirm all whatsoever my said attorney shall lawfully do in and about the premises by virtue thereof. This power of attorney shall not be affected or impaired by my disability.

IN WITNESS WHEREOF, I have hereunto set my Hand and My Seal this 18th day of January, in the year of our Lord, Two Thousand and Six and in the Two Hundred and Thirtieth Year of the Sovereignty and Independence of the United States of America.

WITNESSES:

001 T571 PG262

Joan Proctor
Witness 1 (Cannot be Notary)
Margie Brown
Witness 2 (Notary)

Bethany Thies
Bethany A. Thies A/K/A Bethany Thies

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by Bethany A. Thies this 18th
day of January, 2006.

SWORN TO BEFORE ME THIS
18 day of January, 2006

Margie Brown
Notary Public for South Carolina
My Commission Expires:

My Commission Expires
May 21, 2011

EX 12-11 T571PG263

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

Lisa Wolff Herbert
Attorney at Law
864 Lowcountry Blvd. Suite C
Mt. Pleasant SC 29464

12
f.i.h

FILED

February 1, 2008

4:03:00 PM

EX 12-11 T571PG264

Charlie Lybrand, Register
Charleston County, SC

DESCRIPTION	AMOUNT
P/ATTY	\$ 15.00
Postage	

TOTAL	\$ 15.00
-------	----------

DRAWER:

	B - bja
--	---------

DO NOT STAMP BELOW THIS LINE

BK V635PG277

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

MODIFICATION OF MORTGAGE

68111010192099

WHEREAS, a mortgage from Daniel Myers and Bethany A. Thies to Bank of America, N.A. dated January 20, 2006 was recorded in Book R571 at page 096 in the Charleston County RMC Office on the property known as 94 N. Shelmore Blvd., Mount Pleasant, South Carolina; and

WHEREAS, the lot number on the legal description was shown incorrectly as Lot 208 and should have been shown as Lot 209; and

WHEREAS, the mortgagors are desirous of correcting said clerical error on the aforementioned mortgage;

NOW, THEREFORE, FOR VALUABLE CONSIDERATION receipt of which is hereby acknowledged the mortgage from Daniel Myers and Bethany A. Thies to Bank of America, N.A. dated January 20, 2006 was recorded in Book R571 at page 096 shall be modified as follows:

The lot number should be modified to read as Lot 209.

IN WITNESS WHEREOF, we have set our hand and seal this 31st day of July ~~April~~, 2007.

WITNESSES:

Witness 1

Daniel Myers

Witness 2

Bethany A. Thies

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

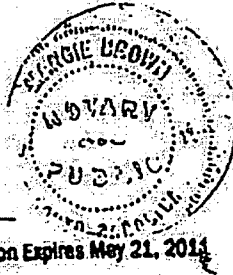
ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by Daniel Myers and Bethany A.

Thies this 31st day of July ~~April~~, 2007.

SWORN TO BEFORE ME THIS
31st day of July, 2007.

Notary Public for South Carolina
My Commission Expires May 21, 2011



BK V635P6278

Exhibit A

ALL that certain lot, piece, or parcel of land situate, lying and being in the Town of Mt. Pleasant, Charleston County, South Carolina, shown and designated as "Lot 209 Phase II, I'On, on a plat thereof entitled, "Conditional Plat of Phase II Subphase F & A Portion of Subphase B, I'On, Town of Mt. Pleasant, Charleston County, S.C.", dated October 5, 1999, prepared by Thomas & Hutton Engineering Co., and recorded in the RMC Office for Charleston County in Plat Book ED at Page 670; said lot having such size, shape, location, butting and bounding as are shown on said plat.

TMS# 535-06-00-332

BK V635PG279

RECORDER'S PAGE

NOTE: This page **MUST** remain
with the original document



Filed By:

Lisa Wolff Herbert
Attorney at Law
864 Lowcountry Blvd. Suite C
Mt. Pleasant SC 29464

Number of Pages:

3

FILED

August 15, 2007

2:46:02 PM

BK V635PG277

Charlie Lybrand, Register
Charleston County, SC

DESCRIPTION	AMOUNT
MTG/MOD	\$ 7.00
Postage	

TOTAL	\$ 7.00
--------------	----------------

DRAWER:

C - cfb

DO NOT STAMP BELOW THIS LINE

SEP/19/2007/WED 03:52 PM TAMPA BAY CDC

FAX No. 727 446 8727

P.001/001

TAMPA BAY COMMUNITY DEVELOPMENT CORP.



THE HOMEBUYERS CLUB

2139 N.E. Coschman Road, Clearwater, FL 33765

TEL: Clearwater (727) 446-6222 • Tampa (813) 849-1121 • FAX: (727) 446-8727

www.tampabaycdc.org

A HUD Approved Housing Counseling Agency



Date

To: BANK of America
716-635-7245

Attn

CUSTOMER SERVICE

From

Jennifer M. Abick
4345 20th Street NORTH
St. Petersburg, FL 33714

Received

SEP 21 2007

Mail Services

SS #

Acct #

Authorization To Release Personal & Financial Information

To Whom It May Concern:

With receipt of this written authorization, I (we) hereby authorize you to release personal or financial information, which may be contained in your files regarding the above, named persons or accounts.

Release of information may be verbal, written, or by FAX transmission and released to representatives of:

Tampa Bay CDC - The Homebuyers Club
2139 NE Coschman Road
Clearwater, FL 33765

I further authorize Tampa Bay CDC/The Homebuyers Club to obtain all information necessary, including a credit report, to assist me/us in an evaluation of our present situation. I understand that the information may be shared with volunteer advisors and/or lenders in an effort to determine eligibility for a workable solution to prevent foreclosure. Tampa Bay CDC/The Homebuyers Club is a HUD certified counseling agency, providing services in Pinellas County, Florida and I am requesting their assistance in resolving a current or threatened mortgage deficiency problem. Your cooperation with them in this matter will be greatly appreciated.

Sincerely,

[Signature]

Date

9-18-07

Date

9/18/07

A NON-PROFIT HOUSING COUNSELING PROGRAM PROVIDING GUIDANCE, EDUCATION AND SUPPORT TO TAMPA BAY AREA RESIDENTS

Account Transaction History

Bank of America  Higher Standards

Customer Name - DANIEL O MYERS

Monday, March 17, 2014

Account Number - [REDACTED]

Original Amount

Maturity Date 12319999

Next Payment Date 04/01/2014

Origination Date 01/25/2006

Interest Rate 2.99

Effective Date	Posting Date	Description	Transaction Amount	Principal	Interest	Fees	Balance
01/27/2006	01/30/2006	Balance Advance	\$350,000.00	\$350,000.00			\$350,000.00
03/01/2006	03/01/2006	Regular Pmt	\$603.24		\$603.24		\$350,000.00
04/01/2006	04/03/2006	Regular Pmt	\$2,152.17		\$2,152.17		\$350,000.00
05/01/2006	05/01/2006	Regular Pmt	\$2,082.74		\$2,082.74		\$350,000.00
06/01/2006	06/01/2006	Regular Pmt	\$2,226.48		\$2,226.48		\$350,000.00
07/01/2006	07/03/2006	Regular Pmt	\$2,154.65		\$2,154.65		\$350,000.00
08/01/2006	08/01/2006	Regular Pmt	\$2,300.80		\$2,300.80		\$350,000.00
09/01/2006	09/01/2006	Regular Pmt	\$2,375.11		\$2,375.11		\$350,000.00
10/01/2006	10/02/2006	Regular Pmt	\$2,298.49		\$2,298.49		\$350,000.00
11/01/2006	11/01/2006	Regular Pmt	\$2,375.11		\$2,375.11		\$350,000.00
12/01/2006	12/01/2006	Regular Pmt	\$2,298.49		\$2,298.49		\$350,000.00
01/01/2007	01/02/2007	Regular Pmt	\$2,375.11		\$2,375.11		\$350,000.00
02/01/2007	02/01/2007	Regular Pmt	\$2,375.11		\$2,375.11		\$350,000.00
03/01/2007	03/01/2007	Regular Pmt	\$2,145.26		\$2,145.26		\$350,000.00
04/01/2007	04/02/2007	Regular Pmt	\$2,375.11		\$2,375.11		\$350,000.00
05/01/2007	05/01/2007	Regular Pmt	\$2,298.49		\$2,298.49		\$350,000.00
06/01/2007	06/01/2007	Regular Pmt	\$2,375.11		\$2,375.11		\$350,000.00
07/01/2007	07/02/2007	Regular Pmt	\$2,298.50		\$2,298.50		\$350,000.00
08/01/2007	08/01/2007	Regular Pmt	\$2,375.11		\$2,375.11		\$350,000.00
09/01/2007	09/04/2007	Regular Pmt	\$2,375.11		\$2,375.11		\$350,000.00
10/01/2007	10/01/2007	Regular Pmt	\$2,298.49		\$2,298.49		\$350,000.00
10/01/2007	10/01/2007	Balance Advance	\$20,000.00	\$20,000.00			\$370,000.00
11/01/2007	11/01/2007	Regular Pmt	\$2,405.76		\$2,405.76		\$370,000.00
12/01/2007	12/03/2007	Regular Pmt	\$2,277.78		\$2,277.78		\$370,000.00
01/01/2008	01/02/2008	Regular Pmt	\$2,275.14		\$2,275.14		\$370,000.00
02/01/2008	02/01/2008	Regular Pmt	\$2,273.74		\$2,273.74		\$370,000.00
03/01/2008	03/03/2008	Regular Pmt	\$2,049.26		\$2,049.26		\$370,000.00
04/01/2008	04/01/2008	Regular Pmt	\$1,798.84		\$1,798.84		\$370,000.00
05/01/2008	05/01/2008	Regular Pmt	\$1,740.82		\$1,740.82		\$370,000.00
06/01/2008	06/02/2008	Regular Pmt	\$1,563.81		\$1,563.81		\$370,000.00
07/01/2008	07/01/2008	Regular Pmt	\$1,437.54		\$1,437.54		\$370,000.00
08/01/2008	08/01/2008	Regular Pmt	\$1,485.46		\$1,485.46		\$370,000.00

Account Transaction HistoryBank of America  Higher Standards

Customer Name - DANIEL O MYERS

Monday, March 17, 2014

Account Number - [REDACTED]

Original Amount

Maturity Date 12319999

Next Payment Date 04/01/2014

Origination Date 01/25/2006

Interest Rate 2.99

Effective Date	Posting Date	Description	Transaction Amount	Principal	Interest	Fees	Balance
09/01/2008	09/02/2008	Regular Pmt	\$1,485.46		\$1,485.46		\$370,000.00
10/01/2008	10/01/2008	Regular Pmt	\$1,437.54		\$1,437.54		\$370,000.00
11/01/2008	11/03/2008	Regular Pmt	\$1,485.46		\$1,485.46		\$370,000.00
12/01/2008	12/01/2008	Regular Pmt	\$1,437.54		\$1,437.54		\$370,000.00
01/01/2009	01/02/2009	Regular Pmt	\$1,172.07		\$1,172.07		\$370,000.00
02/01/2009	02/02/2009	Regular Pmt	\$1,172.80		\$1,172.80		\$370,000.00
03/01/2009	03/02/2009	Regular Pmt	\$848.67		\$848.67		\$370,000.00
04/01/2009	04/01/2009	Regular Pmt	\$939.59		\$939.59		\$370,000.00
05/01/2009	05/01/2009	Regular Pmt	\$909.29		\$909.29		\$370,000.00
06/01/2009	06/01/2009	Regular Pmt	\$939.60		\$939.60		\$370,000.00
07/01/2009	07/01/2009	Regular Pmt	\$909.29		\$909.29		\$370,000.00
08/01/2009	08/03/2009	Regular Pmt	\$939.59		\$939.59		\$370,000.00
09/01/2009	09/01/2009	Regular Pmt	\$939.60		\$939.60		\$370,000.00
10/01/2009	10/01/2009	Regular Pmt	\$909.29		\$909.29		\$370,000.00
11/01/2009	11/02/2009	Regular Pmt	\$939.60		\$939.60		\$370,000.00
12/01/2009	12/01/2009	Regular Pmt	\$909.28		\$909.28		\$370,000.00
01/01/2010	01/04/2010	Regular Pmt	\$939.60		\$939.60		\$370,000.00
02/01/2010	02/01/2010	Regular Pmt	\$939.60		\$939.60		\$370,000.00
03/01/2010	03/01/2010	Regular Pmt	\$848.67		\$848.67		\$370,000.00
04/01/2010	04/01/2010	Regular Pmt	\$939.59		\$939.59		\$370,000.00
05/01/2010	05/03/2010	Regular Pmt	\$909.29		\$909.29		\$370,000.00
06/01/2010	06/01/2010	Regular Pmt	\$939.60		\$939.60		\$370,000.00
07/01/2010	07/01/2010	Regular Pmt	\$909.29		\$909.29		\$370,000.00
08/01/2010	08/02/2010	Regular Pmt	\$939.59		\$939.59		\$370,000.00
09/01/2010	09/01/2010	Regular Pmt	\$939.60		\$939.60		\$370,000.00
10/01/2010	10/01/2010	Regular Pmt	\$909.29		\$909.29		\$370,000.00
11/01/2010	11/01/2010	Regular Pmt	\$939.60		\$939.60		\$370,000.00
12/01/2010	12/01/2010	Regular Pmt	\$909.28		\$909.28		\$370,000.00
01/01/2011	01/03/2011	Regular Pmt	\$939.60		\$939.60		\$370,000.00
02/01/2011	02/01/2011	Regular Pmt	\$939.60		\$939.60		\$370,000.00
03/01/2011	03/01/2011	Regular Pmt	\$848.67		\$848.67		\$370,000.00
04/01/2011	04/01/2011	Regular Pmt	\$939.59		\$939.59		\$370,000.00

Account Transaction HistoryBank of America  Higher Standards**Customer Name - DANIEL O MYERS****Monday, March 17, 2014****Account Number** [REDACTED]**Original Amount****Maturity Date 12319999****Next Payment Date 04/01/2014****Origination Date 01/25/2006****Interest Rate 2.99**

Effective Date	Posting Date	Description	Transaction Amount	Principal	Interest	Fees	Balance
05/01/2011	05/02/2011	Regular Pmt	\$909.29		\$909.29		\$370,000.00
06/01/2011	06/01/2011	Regular Pmt	\$939.60		\$939.60		\$370,000.00
07/01/2011	07/01/2011	Regular Pmt	\$909.29		\$909.29		\$370,000.00
08/01/2011	08/01/2011	Regular Pmt	\$939.59		\$939.59		\$370,000.00
09/01/2011	09/01/2011	Regular Pmt	\$939.60		\$939.60		\$370,000.00
10/11/2011	10/11/2011	Fee Assessed	\$45.46			\$45.46	\$370,000.00
11/14/2011	11/14/2011	Fee Assessed	\$46.98			\$46.98	\$370,000.00
12/12/2011	12/12/2011	Fee Assessed	\$45.46			\$45.46	\$370,000.00
01/11/2012	01/11/2012	Fee Assessed	\$46.98			\$46.98	\$370,000.00
05/16/2012	05/16/2012	Charge Off	\$378,720.92	\$370,000.00	\$8,536.04	\$184.88	\$0.00

2009122 R NE

WHEN RECORDED MAIL TO:

Bank of America Consumer Collateral Tracking
FL9-700-04-10
9000 Southside Blvd, Bldg 700
Jacksonville, FL 32256

EX R 571PG096

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

MAXIMUM LIEN. The amount of indebtedness secured by this Mortgage, including the outstanding amount of the Credit Agreement and all future advances shall at no time exceed the principal amount of \$370,000.00, plus interest, reasonable attorneys' fees, court costs and the expenses to preserve and protect the Property. Interest under the Credit Agreement will be deferred, accrued or capitalized, but Lender shall not be required to defer, accrue or capitalize any interest except as provided in the Credit Agreement.

THIS MORTGAGE dated January 20, 2006, is made and executed between **DANIEL MYERS AND BETHANY A THIES** (referred to below as "Grantor") and Bank of America, N.A., whose address is 100 North Tryon Street, Charlotte, NC 28255 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in **CHARLESTON County, State of South Carolina**:

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as **94 N. SHELMORE BOULEVARD, MT. PLEASANT, SC 29464-0000**. The Real Property tax identification number is **535-06-00-332**.

REVOLVING LINE OF CREDIT. This Mortgage secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Borrower up to a maximum principal amount of \$370,000.00 so long as Borrower complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance. This Mortgage shall remain an open mortgage of record to secure future advances in accordance with Section 29-3-80, as amended, Code of Laws of South Carolina (1978) even in the event all sums secured by this Mortgage may be fully paid at any one time; however, upon request of Grantor, Lender will cause this Mortgage to be released and cancelled of record upon full payment of all indebtedness then owing, and upon such cancellation of this Mortgage of record, this Mortgage shall become null and void. Such release shall be without charge to Grantor; however, Grantor, subject to any limits under the South Carolina Consumer Protection Code, shall pay all costs of recordation, if any, and all documentary stamps due on the Credit Agreement evidencing future advances secured by this Mortgage.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this

EX R 5716097

**MORTGAGE
(Continued)**

Loan No: [REDACTED]

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Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage. **POSSESSION AND MAINTENANCE OF THE PROPERTY.** Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve the Property.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property, whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by South Carolina law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the maximum amount of your credit line and the full unpaid principal balance of any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditures, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, (C) to make repairs to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required below, then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Credit Agreement and be amortized among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Credit Agreement; or (C) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Borrower's indebtedness is paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Mortgage:

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such Indebtedness, any default under the instruments evidencing such Indebtedness, or any default under any security documents for such Indebtedness.

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MORTGAGE
(Continued)

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No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (such as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Credit Agreement, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower pays all the indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Real and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Grantor will be in default under this Mortgage if any of the following happen: (A) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Borrower's or Grantor's income, assets, liabilities, or any other aspects of Borrower's or Grantor's financial condition. (B) Borrower does not meet the repayment terms of the Credit Agreement. (C) Grantor's action or inaction adversely affects the collateral or Lender's rights in the

collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds of the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter but subject to any limitation in the Credit Agreement or any limitation in this Mortgage, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Subject to any notice and cure provisions required by the South Carolina Consumer Protection Code, Lender shall have the right at its option to declare the entire indebtedness immediately due and payable.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and, as mortgagee-in-possession, collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Appraisal. Grantor hereby waives the right to assert any statute providing appraisal rights which may reduce any deficiency judgment obtained by Lender against Borrower in the event of foreclosure under this Mortgage.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, however not to exceed fifteen percent (15%) of the unpaid debt after default, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addressee shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender

to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

UNTITLED SPOUSES AND NON-BORROWER GRANTORS. Any Grantor or Trustor who signs this Deed of Trust, Mortgage or Modification ("Security Instrument") but does not execute the Note or Credit Agreement ("Non-borrower Grantor or Trustor"): (a) is signing only to grant, bargain, sell and convey such Non-borrower Grantor's or Trustor's interest in the Property under the terms of this Security Instrument; (b) is not by signing becoming personally obligated to pay the Note or Credit Agreement; and (c) agrees that without such Non-borrower Grantor's or Trustor's consent, Lender and any other Grantor or Trustor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the obligation evidenced by the Note or the Credit Agreement ("Related Document").

Any spouse of a Grantor or Trustor who is not in title to the Property and who signs this Security Instrument: (a) is signing only to grant, bargain, sell and convey any marital and homesteaded rights of such spouse in the Property; (b) is not by signing becoming personally obligated to pay the Note or Credit Agreement; and (c) agrees that without such spouse's consent, Lender and any other Grantor or Trustor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of any Related Document.

Neither of the two foregoing sentences limit the liability of any Non-borrower Grantor or Trustor or signing spouse of a Grantor or Trustor, as applicable, under any guaranty agreement or other agreement by such person, whereby such person becomes liable for the indebtedness in whole or in part; both such sentences apply notwithstanding any language to the contrary in this Security Instrument or any of the Related Documents and apply only to the extent permitted by applicable law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. With respect to interest (as defined by federal law) this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of North Carolina without regard to its conflicts of laws provisions. In all other respects, this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of South Carolina without regard to its conflicts of law provisions. The loan transaction that is evidenced by the Credit Agreement and this Mortgage has been approved, made, and funded, and all necessary loan documents have been accepted by Lender in the State of North Carolina.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and Grantor signing below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor. Grantor waives all rights of exemption from execution or similar law in the Property, and Grantor agrees that the rights of Lender in the Property under this Mortgage are prior to Grantor's rights while this Mortgage remains in effect.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

Merge. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of South Carolina as to all indebtedness secured by this Mortgage.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means DANIEL MYERS and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated January 20, 2008, with credit limit of \$370,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is January 20, 2031. NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-469 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.,

Loan No: [REDACTED]

**MORTGAGE
(Continued)**

EQ139122 R E
R 571PG102

Page 7

the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means DANIEL MYERS and BETHANY A THIES.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, accrued interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Bank of America, N.A., its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X [Signature]
DANIEL MYERS

Signed, acknowledged and delivered in the presence of:

X [Signature]
Witness

X [Signature]
Witness

X [Signature] by [Signature] in fact
BETHANY A THIES

R 57188103

Loan No:

00120129

MORTGAGE
(Continued)

Page 8

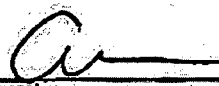
INDIVIDUAL ACKNOWLEDGMENT

STATE OF South Carolina

ISS

COUNTY OF Charleston

PERSONALLY appeared before me and made oath that he or she saw the within-named Grantor(s) sign, seal, and, as his or her act and deed, deliver the within-written Mortgage for the uses and purposes therein mentioned, and that he or she with the other witness subscribed above witnessed the execution thereof.



(Witness)

SWORN to before me this 20th

day of January A.D. 20 06



(Seal)

My Commission expires:

3/17/13

EX R 571PG104

Exhibit A

ALL that certain lot, piece, or parcel of land situate, lying and being in the Town of Mt. Pleasant, Charleston County, South Carolina, shown and designated as "Lot 208" Phase II, I'On, on a plat thereof entitled, "Conditional Plat of Phase II Subphase F & A Portion of Subphase B, I'On, Town of Mt. Pleasant, Charleston County, S.C.", dated October 5, 1999, prepared by Thomas & Hutton Engineering Co., and recorded in the RMC Office for Charleston County in Plat Book ED at Page 670; said lot having such size, shape, location, butting and bounding as are shown on said plat.

BEING the same property conveyed to Daniel O. Myers and Bethany A. Thies herein by deed of Ilderton Contractors, Inc., dated July 13, 2001 and recorded in Book M377 at Page 113 in the RMC Office for Charleston County.

TMS# 535-06-00-332

EX R 571P6105

RECORDER'S PAGE

NOTE: This page **MUST** remain
with the original document



FILED

February 1, 2006

4:03:32 PM

EX R 571P0096

Charlie Lybrand, Register
Charleston County, SC

Filed By:

Lisa Wolff Herbert
Attorney at Law
864 Lowcountry Blvd. Suite C
Mt. Pleasant SC 29464

DESCRIPTION	AMOUNT
	\$ 15.00
Postage	

TOTAL	\$ 15.00
--------------	-----------------

DRAWER:

B - bja

DO NOT STAMP BELOW THIS LINE

Judith A. Gibson, Register of Deeds
720 E. 4th Street, Room 103
Charlotte, North Carolina 28202
(704) 336-2443

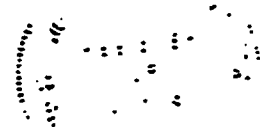
State of North Carolina
County of Mecklenburg

I do hereby certify this to be a true copy of the attached document
filed and recorded in the aforesaid county as evidenced in Instrument/
Book No. 21873 Page No. 834 and ends with Page No. 848.

Witness my hand and seal this 20th day of September, 2000.

Judith A. Gibson

Sheri M. Row
Register of Deeds, Assistant or Deputy Register of Deeds



6811010192099

ATTORNEY'S FINAL TITLE CERTIFICATE

I hereby certify that fee simple title to the real estate described in the preliminary title certificate is vested in Daniel Myers and Bethany A. Thies to Bank of America, N.A. was recorded in Book R571 at Page 096 on February 1, 2006 at 4:03:32 pm the RMC Office for Charleston County securing an indebtedness in favor of Bank of America, N.A. and that Bank of America, N.A. has a valid second lien on the real property described in the preliminary certificate subject only to the exceptions as set forth therein.

The undersigned has no knowledge or information of any defects of title or facts that would adversely affect the title to the real property covered by the certificate other than those herein above set forth.

Lisa Wolff Herbert, P.A.



By: Lisa Wolff Herbert
Its: President

February 1, 2006

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

Subject: Fwd: Grassy Creek contingent
Date: Thu, 18 Aug 2011 22:29:10 -0400
From: Nancy Hoy <nhey@carolinaone.com>
To: amelot@bellsouth.net
CC: jymelot <jymelot@bellsouth.net>

This one went fast. I sent the others. Let me know if you have any interest. Thanks, Nancy

----- Forwarded message -----

From: NANCY HOY <nhey@carolinaone.com>
Date: Thu, Aug 18, 2011 at 10:15 PM
Subject: Grassy Creek contingent
To: nhey@carolinaone.com
Cc: nhey@carolinaone.com

The following are the links to the selected listings.

[Click Here](#) to go view all listings at once.

1119320 - [Details](#): 316 TIDAL PLACE CIR, MOUNT PLEASANT, SC - \$625,000

Or [Click Here](#) to go view all listings at once.

If your email program doesn't support an HTML url, then copy and paste the following address to your browser's address box. Make sure you copy and paste the entire link; it may appear on multiple lines.

http://ctarmls.com/CharlestonReports/ListLib/show_report.aspx?ID=3399195309

REALTORS: REAL-Service REAL-Expertise

Nancy Hoy, Carolina One Real Estate
195 West Coleman Blvd.
Mt. Pleasant, SC 29464
[843-244-3588](tel:843-244-3588)

--
Nancy Hoy
Cell: [843-224-3588](tel:843-224-3588)
nhey@carolinaone.com

From: John Melot <jymelot@bellsouth.net>
Subject: Fwd: Re: Fwd: new on market
Date: March 5, 2014 at 8:08 PM
To: M. Brooks Derrick <bderrick@derricklawoffice.com>



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

Subject: Re: Fwd: new on market

Date: Tue, 06 Sep 2011 15:44:58 -0400

From: John Melot <jymelot@bellsouth.net>

To: Nancy Hoy <nhoy@carolinaone.com>

Thanks for keeping an eye on things--don't think that one will do, lot too small. I saw something we might want to see but I'll drive Aubie by it before going to any trouble.

When Sam gets to 94 Shelmore, have him look at siding on front between dining room windows--significant water damage. Also, I noticed that the AC drain pan in the attic was kind of full and a lot of condensation occurring, he could take a look at that as well. As I recall, it had been dry.

I was there this morning with a paint contractor and will be back at 4PM with a floor refinisher.

Thanks.

JM

On 9/3/2011 9:01 PM, Nancy Hoy wrote:

Aubie and John, This is a new house on the market in Ion. Let me know if it has any interest. Also, I am still waiting to get over to the house with Sam. He was not able to go yesterday. Will stay on it. Thanks, Nancy

----- Forwarded message -----

From: NANCY HOY <nhoy@carolinaone.com>

Date: Sat, Sep 3, 2011 at 8:57 PM

Subject: new on market

To: nhoy@carolinaone.com

Cc: nhoy@carolinaone.com

The following are the links to the selected listings.

[Click Here](#) to go view all listings at once.

1121273 - [Details](#): 786 LOWCOUNTRY BLVD, MOUNT PLEASANT, SC - \$649,900

Or [Click Here](#) to go view all listings at once.

If your email program doesn't support an HTML url, then copy and paste the following address to your browser's address box. Make sure you copy and paste the entire link; it may appear on multiple lines.

http://claris.com/CharlestonReports/ListLib/show_report.aspx?ID=3399503579

REALTORS: REAL Service REAL Expertise.

Nancy Hoy, Carolina One Real Estate
195 West Coleman Blvd.
Mt. Pleasant, SC 29464
843-244-3588

Nancy Hoy

Re: 94 N Shelmore

Subject: Re: 94 N Shelmore
From: Nancy Hoy <nhey@carolinaone.com>
Date: 10/6/2011 8:30 AM
To: jymelot <jymelot@bellsouth.net>

John, Thank you for this email and I will pass along to the Seller. Before I do so, what is the time frame for moving? Please give Aubie my best. I hope and pray she is doing well.
Thanks, Nancy

On Wed, Oct 5, 2011 at 10:30 PM, jymelot <jymelot@bellsouth.net> wrote:
Dear Nancy,

We are extremely sorry that this has inconvenienced the seller in any way. Yes, we were told what the banks often do and we understood that but, at the time, we did not know what our insurance company would eventually do. It was only last week that they let us know and Aubie called you immediately.

We did hear everything that you said about the general procedure of the banks pertaining to short sales, however, we hoped that a cash offer above the asking price would make a difference. When the insurance company told us what their timeframe for continuing to pay our rent would be we realized that we would need to hear from the bank in the next day or two in order to have a chance of completing the renovations we would need (downstairs master, bath, laundry) before we would be out on the street. Nancy, at this moment, I do not believe that Aubie's health is up to two moves so renting is not a viable option. I know you must understand that. We must look for something that satisfies our needs that we can move into by our insurance company's deadline.

In addition, after seeing HVAC issues and begin shown many places of rot on the outside of the house by a painter who quoted a paint job, we had become increasingly uncomfortable with the prospect of mold and also with the extent of repairs that we would have to make.

While we were told how the banks usually operate, at the same time, we were told and reassured that, should we for any reason need to pull out of the contract, we could between contract date and the answer from the bank. There was also even a suggestion that we look for other things in the meantime and drop the short sale should we find something better suited for us. We never imagined having to take that option but that is what we face now. That house was so popular on the market as a short sale I earnestly hope you could put \$650,000 on it and it still be a quick contract property. We will certainly pray for that. We feel badly about inconveniencing the seller and you. We are not negotiating on anything else at this time-we have not found what we need. Please express our sincerest apologies to the seller. As an attorney, I'm sure he knows that there was always a chance that this could happen in the general long-term process of the bank with respect to short sales. We never expected to be in this position.

Thank you for all your hard work and attention to us. You, the seller and whoever the eventual buyer will be will all be in our prayers for every good result as quickly as possible.

Sincerely,

Re: 94 N Shelmore

John Melot

From: Nancy Hoy <nhoy@carolinaone.com>
To: Aubie <amelot@bellsouth.net>
Cc: jymelot <jymelot@bellsouth.net>
Sent: Wed, October 5, 2011 12:54:10 PM
Subject: 94 N Shelmore

Aubie and John, As you can imagine the Seller is really upset that you all have not given enough time to work through the process. As we all discussed, the time frame for a typical short sale is 3 to 6 months. He feels like he made a decision to rent another house because this home was under contract. He wondered if you all would be interested in renting in while the short sale works itself out? Is this an option? Please let me know. Thanks, Nancy

--

Nancy Hoy
Cell: [843-224-3588](tel:843-224-3588)
nhoy@carolinaone.com

--

Nancy Hoy
Cell: [843-224-3588](tel:843-224-3588)
nhoy@carolinaone.com

From: Sammie Arnold <Sammie@maryarnoldlaw.com>
Subject: FW: Fwd: Feedback Response :: 94 N SHELMOORE BLVD
Date: May 12, 2014 at 1:55 PM
To: davidacollins2@aol.com, Brooks Derrick <bderrick@derricklawoffice.com>
Cc: Shannon Hodges <shodges@derricklawoffice.com>

From: Bethany Thies [mailto:bethany.thies@gmail.com]
Sent: Monday, May 12, 2014 12:59 PM
To: Sammie Arnold; Daniel Myers
Subject: Fwd: Fwd: Feedback Response :: 94 N SHELMOORE BLVD

----- Forwarded message -----
From: Myers, Daniel <dmyers@domlawoffice.com>
Date: Sat, Nov 5, 2011 at 10:48 AM
Subject: Re: Fwd: Feedback Response :: 94 N SHELMOORE BLVD
To: Nancy Hoy <nhoy@carolinaone.com>
Cc: bethany.thies@gmail.com, "Mary Leigh \"Sammie\" Arnold" <sammie@maryarnoldlaw.com>

Nancy-

I am prepared to pay Manuel to do a clean up, but this is just another cost we should not have to incur had the Melots not breached their agreement to purchase.

Daniel O. Myers
The Law Offices of Daniel O. Myers
1127 Queensborough Bvd. Suite 105
Mt. Pleasant, SC 29464
P: (843) 654-7440
F: (843) 654-7441

On Nov 5, 2011 9:39 AM, "Nancy Hoy" <nhoy@carolinaone.com> wrote:

Dan and Bethany, I am having mixed feedback on this home. The yard clean up for this home is \$180.00 quoted by Manuel. I think it needs a little TLC to get another contract. Please let me know your thoughts. Thanks, Nancy

FEEDBACK RESPONSE :: 94 N SHELMOORE BLVD

Listing & Showing Information

A feedback response has been received from the Showing Agent

94 N SHELMOORE BLVD
MOUNT PLEASANT, SC 29464

Friday, Nov 4, 2011 1:30 PM - 2:30 PM

SHOWING AGENT:
LINA COSTANZO
843-577-0001 (Office)
843-814-1291 (Cell)

Feedback Response from Showing Agent

Home was in terrible condition, trip hazzards on the front walk are of a concern. House was dirty as well.

This email was generated on 11/5/2011 5:58 AM CT and sent to nhoy@carolinaone.com.

Nancy Hoy
Cell: 843-224-3588
nhoy@carolinaone.com

From: **Sammie Arnold** Sammie@maryarnoldlaw.com
Subject: FW: FW: You have received new feedback from JASON OGDEN on your listing at 94 SHELMOORE BLVD North (MLS #: 1119256)
Date: May 12, 2014 at 2:04 PM
To: davidacollins2@aol.com, **Brooks Derrick** bderrick@derricklawoffice.com
Cc: **Shannon Hodges** shodges@derricklawoffice.com

From: Bethany Thies [<mailto:bethany.thies@gmail.com>]
Sent: Monday, May 12, 2014 1:04 PM
To: Sammie Arnold; Daniel Myers
Subject: Fwd: FW: You have received new feedback from JASON OGDEN on your listing at 94 SHELMOORE BLVD North (MLS #: 1119256)

----- Forwarded message -----

From: Daniel Myers <dmyers@domlawoffice.com>
Date: Wed, Mar 28, 2012 at 2:14 PM
Subject: FW: You have received new feedback from JASON OGDEN on your listing at 94 SHELMOORE BLVD North (MLS #: 1119256)
To: Bethany Thies <Bethany.Thies@gmail.com>

FYI.

Daniel O. Myers

The Law Offices of Daniel O. Myers

This communication may be attorney-client privileged or otherwise confidential. If you are not the intended recipient, please delete this message and notify the sender of this error.

From: Daniel Myers [<mailto:dmyers@domlawoffice.com>]
Sent: Wednesday, March 28, 2012 2:14 PM
To: 'Nancy Hoy'
Subject: RE: You have received new feedback from JASON OGDEN on your listing at 94 SHELMOORE BLVD North (MLS #: 1119256)

Nancy –

What do you suggest we do? I can't help thinking that if you had shown as much tenacity with the short offer we had in hand in August last year as you are on 15 Robert Mills we would not have this problem. Instead you pressured us to release the Melots from their agreement. I realize a million dollar house means a larger commission, but we now have an unsold house and are renting when we could have moved back into 94.

Daniel O. Myers

The Law Offices of Daniel O. Myers

This communication may be attorney-client privileged or otherwise confidential. If you are not the intended recipient, please delete this message and notify the sender of this error.

From: nhov@carolinaoneplus.com [<mailto:nhov@carolinaoneplus.com>] **On Behalf Of** Nancy Hoy

Sent: Tuesday, March 27, 2012 4:21 PM

To: Myers, Dan

Cc: Bethany Thies

Subject: Fwd: You have received new feedback from JASON OGDEN on your listing at 94 SHELMORE BLVD North (MLS #: 1119256)

Dan and Bethany, The home is continuing to be shown, but there is common fear about the condition of the house. I have one person that is showing interest in spite of the comments that most people are offering. Will keep you informed. Thanks, Nancy

----- Forwarded message -----

From: JASON OGDEN <callcenter@showingtime.com>

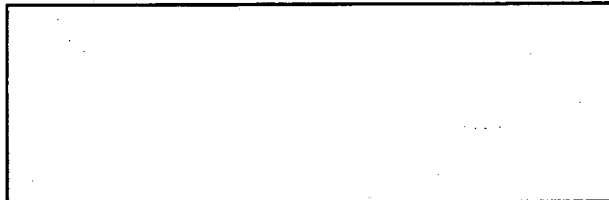
Date: Tue, Mar 27, 2012 at 4:11 PM

Subject: You have received new feedback from JASON OGDEN on your listing at 94 SHELMORE BLVD North (MLS #: 1119256)

To: nhoy@carolinaone.com

Hello NANCY HOY,

New feedback has been received on a showing of your listing at 94 North SHELMORE BLVD (MLS #: 1119256).



JASON OGDEN of THE CASSINA GROUP, LLC viewed the property on Monday, March 26th at 3:00 PM, and their response to your feedback request is below:

1. Question: Is the customer interested in the property?

Answer: Not at all

2. Question: Please rate your overall experience at this showing.

Answer: Fair

3. Question: Your (and your customer's) opinion of the price:

Answer: Too high

4. Question: Please rate this property (5=Best; 1=Worst):

Answer: 3

COMMENTS/RECOMMENDATIONS: condition was a problem. price certainly accounts for some of that, but there seem to be some serious problems e.g. the rotted wood to the left of the front entry door. looked like it could be termites... even if it is not termites, that was a big concern.

Showing Agent Information:

Name: JASON OGDEN
Office: THE CASSINA GROUP, LLC
Tel: (843) 343-1277
Email: jason@thecassinagroup.com

To add this feedback to the homeowner's activity report and email a copy to the homeowner automatically, please [click here](#).

Please Note: If the above link is not clickable or is "broken", please copy and paste the following URL into your browser:

<http://we.showingdesk.com/p/?fpub:44742370:-461201872>

If you wish to see the full activity report on this listing with all previous showings and feedback, please log into the online system.

Thank you very much!

Agent NANCY HOY
CAROLINA ONE REAL ESTATE
Tel: (843) 224-3588

Powered by ShowingTime
<http://www.showingtime.com>
Message-ID: FP-44742370

--
Nancy Hoy
Cell: [843-224-3588](tel:843-224-3588)
nhoy@carolinaone.com



Post Office Box 237 • Mt. Pleasant, SC 29465

(843) 343-5483 • Fax (843) 207-7909 • www.gandrservices.com

September 23, 2011

John Melot
94 Shelmore Blvd.
Charleston, S.C. 29492

Job Description:

(Interior Painting of Walls & Trim)

- To pole sand walls
- Fill in any dings or dents on walls with sheetrock compound.
- Paint interior walls. (Changing Colors)
- Paint interior trim. (Same Color)
- Paint ceiling in stairway (Same Color)

Product Specs:

- Sherwin Williams Paint (Harmony) for Walls
- Sherwin Williams Paint (Pro-Mar 200) for Semi-gloss Trim & Ceilings
- Sheetrock All Purpose Joint Compound Ready Mix

As this is a **Labor and material** Bid Proposal, **G&R Painting offers a 2 year Limited Labor and Workmanship Warranty.** This 2 year Limited Warranty covers peeling, blistering and chipping of the new paint film after application that is the result of defective workmanship. G&R Painting will repair any painted surface found to be defective due to poor workmanship, this includes all paint and labor for any needed repairs. G&R Services, LLC is DBA G&R Painting.

The **2 Year Limited Labor and Workmanship Warranty** is void for the following items:

- Paint defects caused by severe weather.
- Normal wear and tear. Abuse of any painted or stained surface.
- Painted surface in poor condition. (rough, loose, damaged, rotted wood) Water/moister damage.
- Severe or excessive peeling of previous coatings. (Note: warranty does not apply to previously applied paint that may loosen later.)
- Painted surface found to be defective or delaminating.
- Defects in the building's design or construction.

(These Prices are for Walls & Trim Plus no Furniture in House)

To Paint Living Room & Kitchen	\$884.30
To Paint Sunroom	\$434.75
To Paint Dining Room & Butler's Pantry	\$382.65
To Paint Foyer & Closet	\$295.05
To Paint Study & ½ Bath	\$395.15
To Paint Staircase Walls, Ceiling & Trim	\$363.10
To Paint Upstairs Hallway & Laundry Room	\$340.50
To Paint Master Bedroom, Master Bathroom & Closets	\$875.05

To Paint Two Bedrooms, Jack & Jill Bath \$660.45

Price to Paint Doors \$75.00 each

Price for Painting Walls, Ceiling & Trim with Furniture in the House \$6,437.50

Thank You,

Sign to start work: _____

**Gavin Morris
President**

Subject: 94 N Shelmore
From: Michael Shiver <mtshiver@yahoo.com>
Date: 9/22/2011 6:40 PM
To: "jymelot@bellsouth.net" <jymelot@bellsouth.net>
CC: PermaCoat Charleston <permacoatinc@bellsouth.net>

Hello again John,

Thanks again for your time today.

I looked closely at the roof-line and the slopes and it appears to me that the rainwater drains off of ALL SIDES of the roof. That's just the way that the roof was designed. And the overhang of the soffit & fascia is not very great, so that is one of the reasons that the walls get wet. That combined with the lack of good caulking & sealing (and possibly flashing) is why there is wood rot on all sides of the house. I think that the gutters will DEFINITELY help.

And you may want to consider rain barrels and/or French Drains at the base of the downspouts. Those are something that you can wait on. You'll need to see if the ground can handle the water or not.

In addition to the gutters we also offer gutter covers. Some of the high areas in the back of the house may not need covers, but some in the front could use them. We can discuss that later. Keep in mind that due to the height of your upper roof, it will be very difficult to keep them clean if they collect debris.

There are many types but I recommend the ones with an aluminum frame and a stainless steel screen. They don't rust or clog. Many of the other styles allow leaves, debris, acorns and grit from shingles into the gutter. They are very difficult to clean because you typically must remove the covers to clean them. And they sometimes lead to plants growing in the gutters. I have several styles for you to take a look at.

To install a K-Style Gutter all around the house, on all of the roof-lines, and downspouts in the needed areas will run approximately \$1500. I can give you an exact amount when we diagram it and place the downspouts where they need to be and where you prefer.

The gutter covers (if you covered all of the gutters) would run between \$850 (for a grate type cover) to \$2300 (for the hi-quality screens)

I also visited the TEXTCOTE application numbers. Hopefully you will choose to move forward and work with us. I am confident that you will be pleased with the high quality product, the thorough & intense prep-work, and the skilled workmanship. We can revisit these numbers when you are ready and make sure we are on the same page with all of the various elements, and what will be painted and what will

have the TEXTCOTE. And we can also discuss the carport/workshop and the various repairs.

Based off our conversation today I will apply the full TEXTCOTE application to:

- *The Cedar Walls
- *The Soffit & Fascia
- *The Corner-boards & Band-boards
- *The Window & Door Frames
- *The Porch Columns
- *The Porch Rails & Pickets
- *The Exterior Doors
- *The Faces/Risers & Stringers of the Steps
- The Exterior Walls & Soffit/Fascia and Trim of the Garage/Workshop

And will apply a High Quality paint to:

- *The Stucco/Block and Lattice Foundation around the house.
- *The Porch Ceiling
- *The interior area of the Carport (Lattice, Walls, Ceiling, Trim and Door)

The combined price for the work as described above is \$27,750.

I realize the price is more than a "paint job", but I assure you that is a great price for a TEXTCOTE application.

And TEXTCOTE will protect your home in ways that paint simply can't.

Here are several references:

Blair & Nancy Hahn

530 Brown Sugar Retreat

Mt. Pleasant, SC 29464

(Molasses Creek)

843-849-1790

(Product Liability & Litigation Attorney Wood siding, porches, trim, iron, soffit & fascia...a beautiful house on the marsh in M.P. Talk to Nancy . She is VERY THOROUGH.)

Ret. Col. Steve Rowe & Dr. Sara Barnhart

1325 Hidden Lakes Dr .

Mt Pleasant, SC 29464

(Hidden Lakes of Rifle Range Road)

843 303 7438

(Great Military guy and Realtor. Beware...he loves to talk, but is very entertaining though. He now rents the house.

The house is not like yours, but has cedar wood siding and trim, and porches.)

Here are several people that you may want to call and talk to about the application and the end result.

Dr. Robert Lowery (843) 224-9065

Coated his large, older, cedar, beach house on Sullivan's Island at 2714 Bayonne

And later coated the extensive trim on his historic downtown Charleston home at 102 South Battery.

George Weld (843) 729-5957

Coated the trim of his home and stucco garage several years ago, as well as recently coated the walls and trim of his new home.

Roger Amende (843) 670-1703

Coated his large Hardie home and wood trim on the marsh. The home is in the West Ashley area of Charleston.

Len Fries (843) 388-2009

Older gentleman in Mt. Pleasant. We coated the trim and some siding on his brick, and we are currently negotiating with his daughter and son-in-law about applying TEXTCOTE to their home on Sullivan's Island.

We are currently finishing up an application on Station 10 on Sullivan's Island. Its on the corner of the marsh side of the island. Ed Allen (843)343-4587 has monitored the application daily as he has worked at home, so may be a great person to ask about the prep and thoroughness and workmanship.

I think that you have already seen this link: www.TEXTCOTE.com.

And this is TEXTCOTE's report with the Better Business Bureau: <http://www.la.bbb.org/BusinessReport.aspx?CompanyID=30960>

This is our PermaCoat of Charleston local BBB report: <http://www.bbb.org/columbia/business-reviews/painting-contractors/permacoat-of-charleston-in-charleston-sc-34002473>

Please let me know if you need anything else, and please keep me posted on the closing of the house. We hope to be working with you soon!!!
Thanks again.

Sincerely,

Michael

Michael Shiver

PermaCoat/Window Authority of Charleston

843 763 4562 Phone

MTShiver@Yahoo.com

www.PermaCoat.biz

www.TEXCOTE.com

RW CAUBLE & Company

HARDWOOD FLOORING

4221 Rivers Ave.
N. Charleston, S.C. 29405

Estimate

Date	Estimate #
9/2/2011	3820

John Melot
94 Shelmore Ave.
Mt. Pleasant, S.C. 29464

			Project
Item	Description	Qty	Total
20.11 Sand & Fi...	- Labor and materials to machine sand and install three coats of oil modified urethane finish (gloss to be determined) to hardwood flooring throughout.* Water based finished available upon request.	1,802	3,513.90
20 Flooring	- Cost to complete the stain process would be an additional \$ 901.25 and is not included in this estimate.		0.00
20.112 Sand & ...	- Labor and materials to hand scrape, sand, and three coat stair treads. Does not include a stain coat. A stain coat is \$5/tread additional.	16	480.00
20 Flooring	- We use Bona Kemi finishes and stains.		0.00
20 Flooring	- We will use our full sized Dust Containment trailer throughout the entire refinishing process.		0.00
South Carolina License # 018086		Total	\$3,993.90
Phone #	Fax #	E-mail	
843-740-0992	843-740-0993	rob@rwcauble.com	
			Signature _____



AGREEMENT TO BUY AND SELL REAL ESTATE RESIDENTIAL



1. **PARTIES:** This legally binding Agreement entered into on August 9, 2011, between, Buyer(s), Marshall Beckham, Jane Beckham (hereinafter called "BUYER"), and Seller(s), Owner of Record, (hereinafter called "SELLER"). The property shall be deeded in the name(s) of: Marshall Beckham, Jane Beckham

THE ☐ BUYER ☐ SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

2. **PROPERTY TO BE SOLD:** Subject to terms and conditions herein, Seller agrees to sell and Buyer agrees to buy the following described property with improvements and fixtures thereon:

Lot 209 Block _____ Section _____ Subdivision ION

Address _____

Tax Map # 535-06-00-332 City _____ Zip _____

County of Charleston, State of South Carolina.

Seller represents that the property is connected to ☒ public sewer system or to ☐ septic tank or to ☒ public water or to ☐ well system or to ☐ other _____

No personal property will convey as a part of this sale, except as described: See Addendum #2

3. **CONVEYANCE SHALL BE MADE:** Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and deliver a proper general warranty deed, if applicable, free of encumbrances, except as herein stated. Seller agrees to pay all statutory deed recording fees. The deed shall be delivered at the stipulated place of closing, and transaction closed on or before See Addendum 1, See _____, not later than 9:00 p.m. Time is of the essence. Seller and Buyer authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the final HUD-1 settlement statement for the transaction for their review prior to closing.

4. **POSSESSION:** Possession of said property will be given to Buyer at the time of closing. Seller agrees to deliver property free of debris and in a clean condition. The property, including but not limited to, landscaping and lawn, shall be maintained in the same condition from the effective date of this agreement until possession is delivered, ordinary wear and tear excepted. Possession by Buyer before closing or by Seller after closing shall be subject to the terms and conditions of a separate agreement to be executed prior to closing or occupancy.

5. **PURCHASE PRICE** shall be \$ 630,000.00
Six Hundred Thirty Thousand Dollars and 00/100 cents dollars.

6. **METHOD OF PAYMENT:** Purchase price shall be paid as follows: ☐ Cash; or ☒ Subject to Financing. Financing to be obtained by ☐ Conventional ☐ Seller ☐ VA ☐ FHA ☐ Other terms: _____

7. **EARNEST MONEY:** This offer is accompanied by an earnest money deposit of \$ 5,000.00. Buyer and Seller authorize The Cassina Group, LLC as Escrow Agent, to hold and disburse earnest money according to the terms of this agreement. Earnest money paid by ☐ Cash, ☒ Check, or ☐ Other. Broker does not guarantee payment of a check or checks accepted as earnest money. All escrow money received shall be deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations. At the consummation of this sale, the earnest money deposit shall be credited to the Buyer.

11 BUYER 35 BUYER _____ SELLER _____ SELLER HAVE READ THIS PAGE

The Carolina Real Estate Association, 401 North Main Street, Charleston, SC 29401

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Owner agrees to pay all costs, including reasonable attorney's fees, which may be incurred by Broker in the collection of a fee due by Owner under this Agreement.

Broker agrees to defer the commission until the closing date or extension thereof stated in the agreement or until default by Owner. Deferral is agreed to solely as an accommodation to Owner and such deferral shall in no way be construed as a waiver of the brokerage fee. Closing Attorney is hereby irrevocably directed to deduct and pay said Broker's fee from the proceeds of the sale.

If the property is sold within 120 days of the expiration or termination of this Agreement (which shall be the "protection period") to a Buyer to whom the property was shown by Owner, Broker, another broker, or any other person or firm during the term of this Agreement, Broker's full fee shall be payable by Owner. The protection period shall be terminated if Owner enters into a listing agreement with another broker during the protection period.

B. For purposes of this Agreement, a sale shall be defined as any transfer of a legal, equitable or beneficial interest in the subject property, whether for money or in exchange of other property, and shall include, but not be limited to, any transfer of the ownership interest in any corporation, limited partnership, partnership, or other entity.

4. **EARNEST MONEY:** Owner authorizes and designates Escrow Agent, as designated by the sales agreement, to accept and hold on behalf of Owner any earnest money or escrow deposit made in accordance with the terms of any agreement to buy and sell real estate for the property. In the event of default or forfeiture by a prospective buyer, Owner will reimburse Escrow Agent any costs incurred by Escrow Agent including attorney's fees as a result of the release of payment to Owner of any of the earnest money deposited, and such reimbursement may be made by Broker from the earnest money deposit. All earnest money will be deposited in Escrow Agent's escrow account.

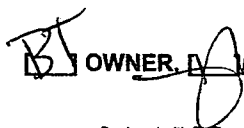
OWNER UNDERSTANDS THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, BROKER WILL NOT DISBURSE EARNEST MONEY TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

5. **SIGNS:** Owner grants to Broker the exclusive right to display "For Sale," "Under Contract," "Sale Pending," (or other similar) signs on the property and to remove other such signs.

6. **BROKER'S DUTY:** Broker agrees to employ the best efforts of Broker and Broker's agents and staff to secure a contract of sale for the described property upon such terms as may be agreeable to Owner. Broker's efforts shall include directing the efforts of Broker's organization to bring about the sale, advertising the described property as Broker deems advisable in those advertising media of merit customarily used in the area, furnishing such additional information as is necessary to cooperating real estate brokers and assisting such brokers in effecting a sale of property, and keeping Owner informed as to the progress of Broker's efforts in finding a Buyer for the described property. Owner understands the Broker makes no representation or guarantee as to the sale of the property. Upon the termination or completion of this agreement, Broker shall keep confidential all information received during the course of this agreement which was made confidential by written request or instructions from the client, except as provided for under South Carolina law.

7. **OWNER'S DUTY:** Owner agrees as follows:

- A. To furnish Broker with complete and reliable information concerning ownership and the operation of the property, and any encumbrances or liens affecting the property; and
- B. To inform Broker of any inquiries (including inquiries from other brokers) or negotiations concerning the sale of the property; and
- C. To permit inspection and showing of the property by Broker, Broker's Agents, Subagents, Buyer's Agent, and by such agents, subagents and prospective buyers as deemed reasonably necessary by Broker, and to cooperate in the scheduling and carrying out of such showings and inspections as is necessary; and
- D. To permit the offering for sale of the property to prospective buyers without regard to age, sex, race, creed, color, religion, national origin, handicap or familial status; and
- E. To permit Broker to incur, or pay on behalf of Owner reasonable expenses for repairs, inspection, utilities, maintenance, or similar expenses not to exceed \$ _____ for each separate expense, and to reimburse Broker, as necessary, upon receipt of the statement of expenses; and
- F. To allow closing attorney to pay Broker's compensation in an amount equal to the compensation provided above from Owner's proceeds at time of closing; and
- G. To grant to Broker the authority and approval to list and publish all sales data pertaining to the sale and closing of the hereinabove described property. Owner understands and acknowledges that sales data are published for the use and information of the members of all the Boards/Associations of REALTORS® and the Multiple Listing Services (MLS) of which Broker is a member; for their use of same in marketing and selling of all properties listed in said publication; and

 ☒ OWNER, ☒ OWNER, AND ☐ BROKER HAVE READ THIS PAGE.

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Dan and Bethany

- H. To permit Broker to take photographs of the Owner's property described herein for advertising and marketing purposes in any advertising medium of the Broker's choice. Owner understands and acknowledges that all marketing materials, including but not limited to photographs, brochures, and websites, developed for the sale of the subject property shall remain the property of the Broker; and
- I. To convey marketable title to the buyer in fee simple free from all liens except those stipulated herein, subject to existing zoning and government restrictions, applicable owner's association assessments and restrictive conditions and covenants of record which do not materially affect the present use of the property; and
- J. To authorize Owner's attorneys and the settlement agent to furnish to Broker copies of the final HUD-1 settlement statement for the transaction prior to the closing date; and
- K. Not to deal directly with prospective buyers of this property during the period of this agency and shall refer any inquiries received directly and immediately to the Broker; and
- L. To authorize the Broker, in response to inquiries from buyers or cooperating brokers, to divulge the existence of offers on the property; and
- M. To furnish Broker with written instructions regarding the confidentiality of information upon termination or completion of this agreement which was received during the course of this agreement in accordance with South Carolina law.

8. PROPERTY INFORMATION/SELLER'S PROPERTY DISCLOSURE STATEMENT: Owner warrants that, to Owner's knowledge, there are no material defects, hidden or obvious, in or on the property, which have not been disclosed to Broker in writing. Owner further warrants that Owner has reviewed and completed a Seller's Property Disclosure Statement, as required by South Carolina Code of Laws, as amended, Section 27-50-10, et seq., attached to and made a part of this Agreement, and that all such information is accurate to the best of Owner's knowledge. If the Owner discovers, after his delivery of a disclosure statement to a Buyer, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the owner shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the Buyer or make reasonable repairs necessitated by the occurrence before closing. An owner who knowingly violates or fails to perform any duty prescribed by any provision of this article or who discloses any material information on the disclosure statement that he knows to be false, incomplete, or misleading is liable for actual damages proximately caused to the Buyer and court costs. Owner agrees to defend, indemnify, and hold harmless the Broker, Broker's agents, or subagents, including indemnification for attorney's fees and court costs, from any and all claims arising out of any information or omission of information presented to Broker by Owner. Owner agrees to disclose to the Broker any known latent defects of the herein described property which are not readily ascertainable upon view including land, improvements, and personal property to be conveyed, and to hold said Broker harmless for any liabilities or damages arising from such defects. Owner will not hold Broker liable for the Owner's refusal or failure to provide a prospective purchaser with a disclosure statement. Owner agrees to allow Broker to provide copies of the disclosure statement to prospective buyers. The Owner understands and agrees that Broker has fully met the requirements of Section 27-50-70 of the South Carolina Code of Laws, as amended.

9. DISCLOSURE: Owner authorizes Broker to disclose information about the property to Broker's agents, subagents, prospective buyers, and all inquiring parties. Such disclosure shall be in accordance with Broker's company policy. Owner hereby authorizes anyone having a lien against the property including the mortgage holder, to disclose complete information about the lien to Broker and Closing Attorney or Agent.

10. TAXES: Owner covenants and agrees to comply with the provisions of the South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of owners who are not residents of South Carolina as defined in the said statute. The payment of rollback taxes, if applicable, and past personal property taxes, if applicable, shall be negotiated between the Owner and any prospective buyer.

11. COASTAL TIDELANDS & WETLANDS ACT: In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et. seq., South Carolina Code of Laws), an addendum will be attached to the sales agreement incorporating the required disclosures. The payment of any necessary surveys shall be negotiated between the Owner and any prospective buyer.

12. MULTIPLE LISTING SERVICE: The property ☒ shall be ☐ shall not be entered into the Multiple Listing Services of which Broker is a member, which shall constitute an offer of cooperating brokerage to all members of the listing service. Owner agrees that Broker may compensate an agent representing the buyer from the fee described above.

13. LOCKBOX: Owner ☒ agrees ☐ does not agree for a MLS lock box to be installed on the property to facilitate showing and inspection of the property. Owner acknowledges and agrees that neither Broker, nor Broker's agents, subagents, or anyone showing the property through the MLS, shall be responsible for any damage to, or loss of personal property, or to the realty, except such damage or loss as may be caused by the negligence of such party.

 **OWNER, OWNER, AND ☐ BROKER HAVE READ THIS PAGE.**

Owner further acknowledges that neither Broker nor MLS is an insurer against the loss of personal property and agrees to release Broker and MLS from any responsibility therefore.

14. INTERNET MARKETING: Owner ☒ agrees ☐ does not agree that the listing may be placed in electronic marketing mediums including, but not limited to, the internet, MLS Internet Data Exchange (IDX) program or other similar on-line computer services and to share listing data, including the property address, with other members of MLS for marketing and advertising purposes only. Owner further agrees to permit other real estate firms who belong to any listing service of which Broker is a member to advertise the listing on the internet in accordance with the listing service rules and regulations.

15. OTHER OFFERS: Owner understands that the Broker's responsibility to present offers to purchase to the Owner for Owner's consideration terminates at the closing of the subject property or expiration of this agreement, whichever occurs first.

16. MARKETING THE PROPERTY: The Broker shall not continue marketing the property after an offer has been accepted, unless requested in writing by the Owner to do so.

17. NO CONTROL OF COMMISSION RATES OR FEES: The Broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Owner and is not fixed, controlled, suggested, recommended, or maintained by the board/association, the MLS, or by any persons not a party to the listing agreement. The subagency compensation paid by the Listing Broker to a Cooperating Broker or Buyer's Broker in respect to any listing is established by the Listing Broker in Broker's offer of subagency, and is not fixed, controlled, suggested, recommended or maintained by the board/association, the MLS or by any persons other than the Listing Broker.

18. MAINTENANCE: Owner agrees to maintain the property, including lawn, shrubbery, and grounds until the day of closing or possession, whichever occurs first. Owner also warrants that all heating, air conditioning, electrical, and plumbing systems as well as built-in or appurtenant equipment or appliances shall be in operative condition on the day of closing or possession, whichever occurs first. Unless otherwise agreed herein, Owner shall deliver the premises to the Buyer with no broken panes; no torn or missing door screens or window screens; and with no missing or broken hardware, lighting, or plumbing fixtures.

19. AGREEMENT TO SELL: When a Buyer is found for said property, the Owner shall enter into a written sales agreement which will contain the terms and conditions of sale, the customary provisions as to the examination of the title, the curing of any defects in title, the prorations of taxes, rents, and applicable property expenses.

20. LEAD-BASED PAINT: For dwellings built before 1978, and as required by applicable law, a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (the "Disclosure" must be signed by Owner and attached to this agreement. Owner represents that either (1) the improvements on the property were all constructed after December 31, 1977, or (2) the Disclosure has been fully completed and is attached to this agreement. Owner agrees to provide Broker with any such additional information or reports as may come to Owner's possession during the term of this agreement. Owner acknowledges that Broker has informed Owner of the Owner's obligations to provide a buyer of the property with the pamphlet "Protect your Family from Lead in Your Home," to provide information to a buyer of the property with copies of available records and reports with respect to the property and lead-based paint and lead-based paint hazards, all pursuant to 42USC4582(d), as amended.

21. MEDIATION CLAUSE: Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by Owner or Broker in connection with the services to which this Agreement pertains, including without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the closing.

22. FAIR HOUSING: Owner and Broker agree that this property is offered without regard to race, color, religion, sex, handicap, familial status, or national origin and is listed in full compliance with local, state, and federal fair housing laws.

23. FACSIMILE: The parties agree that this Agreement may be communicated by use of a fax, or other secure electronic means, including but not limited to the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

 ☒ OWNER, ☒ OWNER, AND ☐ BROKER HAVE READ THIS PAGE.

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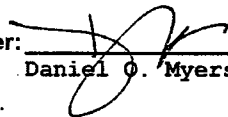
Dan and Bethany

24. **ENFORCEMENT:** The parties agree that Broker may take action to enforce this Agreement or collect any associated costs, fees, and damages. Owner agrees to reimburse or indemnify or pay all Broker costs in enforcing this Agreement or collecting costs, fees, and damages including any incidental expenses or attorneys fees.

25. **OTHER TERMS AND CONDITIONS:** This listing will not be entered into the mls until professional photographs are available.

THE UNDERSIGNED HEREBY WARRANTS THAT THEY OWN THE PROPERTY AND/OR HAVE THE AUTHORITY TO EXECUTE THIS AGREEMENT. THIS IS A LEGALLY BINDING AGREEMENT. OWNER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT. OWNER AGREES TO RECEIVE COMMUNICATIONS FROM BROKER AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties.

Owner:  Date 7/27/11 Time 2:30
Email: _____ Phone: _____ Fax: _____

Witness: _____ Date _____ Time _____

Owner:  Date 7/18/11 Time 3:30 pm
Email: _____ Phone: _____ Fax: _____

Witness: _____ Date _____ Time _____

Owner's Mailing Address: _____

Real Estate Firm: Nancy Hoy/CORE Phone: _____

By: Nancy Hoy Date 07/14/2011 Time _____

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.

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THE ☐ BUYER ☐ SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

No personal property will convey as a part of this sale, except as described: See Addendum #2

7. **EARNEST MONEY:** This offer is accompanied by an earnest money deposit of \$ 6,000.00. Buyer and Seller authorize The Cassina Group, LLC as Escrow Agent, to hold and disburse earnest money according to the terms of this agreement. Earnest money paid by ☐ Cash, ☒ Check, or ☐ Other. Broker does not guarantee payment of a check or checks accepted as earnest money. All escrow money received shall be deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations. At the consummation of this sale, the earnest money deposit shall be credited to the Buyer.

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THE UNIVERSITY OF THE STATE OF NEW YORK
IN SENATE
JANUARY 11, 1911.

CONFIDENTIAL

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8. **LOAN PROCESSING AND APPLICATION:** Buyer's obligation under this agreement is contingent on Buyer obtaining said loan. Buyer shall apply for a maximum 80.000 % loan (loan-to-value ratio) within 5 consecutive days from the execution of this Agreement and shall provide Seller with written satisfactory loan approval within 10 consecutive days that contains no credit, income, or asset conditions, unless otherwise set forth in this contract. Time is of the essence. Should the Buyer fail to make loan application or receive approval within said period, and to diligently pursue the application, the Seller shall have the option to terminate this Agreement, with written notice. Buyer also agrees to provide all documents or information requested by the lending company in a prompt and timely manner. Buyer will take any action that is needed or requested by Lender to process the loan application. Buyer further hereby gives permission to Lender to disclose pertinent information concerning the Buyer's credit-worthiness or any other information needed for the loan processing to the listing or cooperating broker(s) or agent(s). If Buyer fails to comply with these above contingencies, Buyer shall be in default of this agreement subject to the terms of paragraph 16.

FHA Mortgage Insurance ☐ will ☐ will not be added to the mortgage. VA funding fee ☐ will ☐ will not be added to the mortgage.

(a) SELLER shall provide or pay for preparation of deed, any recording charge based on value of property, and all costs necessary to deliver a marketable title, including recording of satisfactions and property taxes to the day of closing.

(b) BUYER shall pay, unless otherwise agreed herein, the cost of the Buyer's credit report, property insurance, appraisal, survey, cost of obtaining loan, discount points, title examination, escrow deposits, and prepaid expenses. The Buyer shall also pay, if applicable, interim interest and mortgage insurance premium or VA funding fee. Buyer's hazard insurance policy shall provide coverage as required by lender. Other terms: N/A

11. **EXPIRATION OF OFFER:** The offer from Buyer shall be withdrawn at 5 o'clock P M. on August 20, 2011 unless accepted or countered by Seller in written form prior to such time. Time is of the essence. :2 

13. **ADJUSTMENTS:** Taxes, water, all sewer assessments, sewer charges, fuel oil, rents as when collected, insurance premiums, if applicable, and other assessments, including homeowner's association fees, shall be adjusted as of the date of closing. Tax prorations pursuant to this Agreement are to be based on the tax information available on the date of closing, and are to be prorated on that basis. **BUYER TO BE RESPONSIBLE FOR APPLYING FOR ANY APPLICABLE TAX EXEMPTIONS.** The ☐ Buyer or the ☒ Seller shall pay for the cost of any Certificate of Assessment, or other similar document, made available, if applicable. Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. Prorations at closing shall be final.

15. **RISK OF LOSS OR DAMAGE:** In case the property herein referred to is destroyed wholly or partially by fire or other casualty prior to delivery of deed, Buyer or Seller shall have the option for ten (10) days thereafter of proceeding hereunder, or of terminating this Agreement.

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remedy such deficiencies, subject to section (E) below, and shall furnish Buyer with a report of a qualified inspector that property is free from infestation or damage herein mentioned or that infestation or damage has been treated and/or repaired as appropriate in a workmanlike manner on or before closing.

If the property to be sold has not been previously occupied, Seller shall certify that the dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide the Buyer, at closing, a written certification from a licensed pest control operator.

(E) Repairs: The cost of all repairs to heating system, air conditioning, plumbing, and electrical system to be conveyed, and to make the roof free of leaks, to address environmental concerns and to make the dwelling structurally sound and provide wood infestation treatment, if any, required by section (B) and (D) above, to be paid by Seller. If the Seller refuses to make these repairs and treatment, the Buyer shall have the option to (1) accept the property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Agreement, subject to paragraph 7. The repairs to any other items are the sole responsibility of Buyer. The obligations of Seller under paragraph 19 terminate on the day of closing or on the day possession is given, whichever occurs first.

(F) Residential Dwellings Built before 1978: (check one of the following)

☐ This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards which shall be done, at the Buyer's expense, by midnight on the tenth day after ratification of this contract or by midnight on _____ (intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information). This contingency will terminate at the above predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within _____ days after Delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs or if the Seller makes a counter-offer, the Buyer shall have _____ days to respond to the counter-offer or remove this contingency and take the property in "as-is" condition or this contract shall become void. Upon such termination, the earnest money deposit of Buyer shall be returned to Buyer and neither party shall have any further rights hereunder. The Buyer may remove this contingency at any time without cause; or

☒ Buyer waives the opportunity to conduct a risk assessment or inspection for lead-based paint and/or lead-based paint hazards.

(G) Megan's Law: The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that the Buyer and Seller have the sole responsibility to obtain any such information. The Buyer and Seller understand that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

(H) Disclaimer: The Buyer acknowledges the Seller, except as provided in subparagraphs (B), (C), (D), and (E) of this section, gives no guarantee or warranty of any kind, expressed or implied, as to the physical condition of the property or to the conditions of or existence of improvements, services, appliances or system thereto, or as to merchantability or fitness for a particular purpose as to the property or improvements thereof, and any implied warranty is hereby disclaimed by the Seller.

Neither Buyer nor Seller will hold Cooperating or Listing Broker responsible for any act of negligence or intent by any inspection or repair company employed by Seller or Buyer for the purposes of this agreement. The Seller is not required to make any repairs under any circumstances until Purchaser's financing has been approved.

20 APPRAISED VALUE: (check one)

☐ This agreement is not contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lender's appraisal or other appraisal as agreed, for the selling price.

☒ This agreement is contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lender's appraisal or other appraisal as agreed, for the selling price or more; if the lot or parcel with building and improvements thereon appraises for less than the selling price, the seller may elect to sell for the appraised value. In such case, the Buyer agrees to proceed with the consummation of this sale at the reduced price. However if Seller does not agree to sell at the appraised value, the Buyer shall have the option of

☒ BUYER ☒ BUYER ☐ SELLER ☐ SELLER HAVE READ THIS PAGE

Revised 10/15/09 by C. J. B. 10/15/09

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proceeding with the consummation of the Agreement without regard to the amount of the appraised valuation, or terminate the agreement without penalty.

21. DISCLAIMER BY BROKERS AND AGENTS: The parties acknowledge that the Listing and Cooperating Broker(s) and their Agent(s): (1) Give no guaranty or warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvement services or systems, thereto included but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage, electric systems, and to the structure; (2) Give no warranty, express or implied, as to the merchantability or fitness for a particular purpose as to the property or such improvements thereto and any implied warranty hereby disclaimed; (3) Give no warranty as to title; (4) Give no guaranty or warranty concerning (a) any certification or inspection concerning the condition of the property, (b) any matters which would be reflected by current survey of the property, and (c) the accuracy of the published square footage of the property; (5) Buyer acknowledges that Seller and Seller's Agents have not made any oral or written commitments to Buyer regarding (a) projected income or economic benefit for Buyer from rentals; (b) rental arrangements except that Buyer may rent the unit if Buyer so desires or (c) other economic benefits to the Buyer.

22. COASTAL TIDELANDS & WETLANDS ACT: In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-29-10, et seq., South Carolina Code of Laws), an Addendum will be attached to this Agreement incorporating the required disclosures at: ☐ Buyer's ☐ Seller's expense.

23. MEDIATION CLAUSE. Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Buyer(s), Seller(s) or any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

This mediation clause shall survive for a period of 120 days after the date of the closing. The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

24. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

25. ENTIRE BINDING AGREEMENT: This written instrument, including the additional terms and conditions set forth on any documents intended by the parties to be included, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties. Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein. The benefits and obligations shall inure to and bind the parties hereto and their heirs, assigns, successors, executors, or administrators. Whenever used, singular includes plural, and use of any gender shall include all.

26. FACSIMILE AND OTHER ELECTRONIC MEANS: The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

27. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, 1976, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this agreement. It is understood that Broker ☐ may ☒ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Broker will retain all interest earned in said account.

☒ BUYER ☒ BUYER ☐ SELLER ☐ SELLER HAVE READ THIS PAGE

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Form 370 is subject to change without notice. See the latest version of the form on the website.

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28. **NON-RELIANCE CLAUSE:** Both Buyer and Seller hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

29. **CONTINGENCIES:** These stipulations shall preempt printed matter herein: (attach and reference addendum if necessary) Contingent upon Buyers complete satisfaction of an home inspection. Contingent upon Financing. See Attached Addendums.

THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING, AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORM.

ALL TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT SURVIVE CLOSING UNLESS OTHERWISE SPECIFIED.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER: *Marshall Beckham* Date 3/12/11 Time 9AM
WITNESS: *[Signature]* Date _____ Time _____

BUYER: *Jane Beckham* Date 3/12/11 Time 9AM
WITNESS: *[Signature]* Date _____ Time _____

SELLER: _____ Date _____ Time _____
Owner of Record
WITNESS: _____ Date _____ Time _____

SELLER: _____ Date _____ Time _____
WITNESS: _____ Date _____ Time _____

LISTING AGENT AND COMPANY Nancy Roy
Carolina One
SELLING AGENT AND COMPANY Robertson Allen
The Cassina Group, LLC *[Signature]*

SELLING AGENT IS PRESENTING THIS OFFER AS A ☒ BUYER'S AGENT OR ☐ SUBAGENT OF THE SELLER.

ESCROW AGENT ACKNOWLEDGMENT *[Signature]*
The Cassina Group, LLC

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South Carolina Association of REALTORS®

ADDENDUM 1



In reference to ☒ AGREEMENT TO BUY AND SELL REAL ESTATE, ☐ RESIDENTIAL RENTAL AGREEMENT,
☐ COUNTER OFFER, ☐ OTHER _____ covering the ☐ real property,
☐ business, ☐ premises — commonly known as:

Lot 209 Block _____ Section _____ Subdivision _____ ION

Address _____

Tax Map # 535-06-00-232 City _____ Zip _____

County of Charleston State of South Carolina.

The undersigned Parties hereby agree as follows:

Closing shall occur on/before 45 days from receiving the approval that the short sale has been
approved from the lender(s) for an agreed upon purchase price. If closing has not occurred on/before
November 30th, 2011 the Buyer reserves the right to terminate the sales contract by notifying the
Seller in writing any time thereafter and all earnest money deposits shall be returned.

The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER: <u>Marshall Beckham</u>	Date <u>8/12/11</u>	Time <u>9 AM</u>
WITNESS: <u>_____</u>	Date _____	Time _____
BUYER: <u>Jane Beckham</u>	Date <u>8/12/11</u>	Time <u>9 AM</u>
WITNESS: <u>_____</u>	Date _____	Time _____
SELLER: _____	Date _____	Time _____
WITNESS: <u>Owner of Record</u>	Date _____	Time _____
SELLER: _____	Date _____	Time _____
WITNESS: _____	Date _____	Time _____

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The Carolina Group LLC 1457 King Street Ste. 1 Charleston, SC 29405
Phone: 843-727-0000 Fax: (843) 308-0000 Charleston, AL 35560

64 South Carolina

Produced with XEROX by XEROX 15175 Eichen Tree Road, Freeport, Michigan 48025 www.xerox.com



ADDENDUM 2



In reference to ☒ AGREEMENT TO BUY AND SELL REAL ESTATE ☐ RESIDENTIAL RENTAL AGREEMENT,
☐ COUNTER OFFER, ☐ OTHER _____ covering the ☐ real property,
☐ business, ☐ premises -- commonly known as:

Lot 209 Block _____ Section _____ Subdivision _____ ION

Address _____

Tax Map # 535-06-00-332 City _____ Zip _____

County of Charleston, State of South Carolina.

The undersigned Parties hereby agree as follows:

Items to convey: All appliances located in the home including: Range, Microwave, Refrigerator,
Dishwasher, Washer, Dryer, All light fixtures, All mirrors in bathrooms, All sinks, toilets,
plumbing, Heating and Air Units, All window treatments and blinds, All materials located in 3rd
floor, Extra tub, toilets, sinks, etc. All cabinetry, countertops and pot rack.

The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties

BUYER: Marshall Beckham

Date 8/12/11

Time 9:15

WITNESS: _____

Date _____

Time _____

BUYER: Jane Beckham

Date 8/12/11

Time 9:15

WITNESS: _____

Date _____

Time _____

SELLER: _____
Owner of Record

Date _____

Time _____

WITNESS: _____

Date _____

Time _____

SELLER: _____

Date _____

Time _____

WITNESS: _____

Date _____

Time _____

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The Carolina Group LLC 437 King Street Ste 1 Charleston, SC 29403
Phone: 843 626 0000 Fax: 843 626 5000

Robertson Allen

Produced with software by eScribe, 10100 Forest Ave, Suite 100, Woodbury, NY 11797-4520 www.escribe.com

40 North Charleston

ADDENDUM 3



In reference to ☒ AGREEMENT TO BUY AND SELL REAL ESTATE, ☐ RESIDENTIAL RENTAL AGREEMENT,
☐ COUNTER OFFER, ☐ OTHER _____ covering the ☐ real property,
☐ business, ☐ premises — commonly known as:

Lot 209 Block _____ Section _____ Subdivision _____ ION _____

Address _____

Tax Map # _____ 535-06-00-332 _____ City _____ Zip _____

County of Charleston State of South Carolina.

The undersigned Parties hereby agree as follows:

Inspections: Both the Home Inspection and the CL-200 inspections shall occur 7 days after we receive short sale approval.

The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER: [Signature]
Marshall Beckham

Date 8/12/11

Time 9am

WITNESS: [Signature]

Date _____

Time _____

BUYER: [Signature]
Jane Beckham

Date 8/12/11

Time 9am

WITNESS: [Signature]

Date _____

Time _____

SELLER: _____
Owner of Record

Date _____

Time _____

WITNESS: _____

Date _____

Time _____

SELLER: _____

Date _____

Time _____

WITNESS: _____

Date _____

Time _____

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The Carolina Group LLC 427 King Street Ste. 1 Charleston, SC 29403
 Phone 803.726.0100 Fax 803.726.0101

Robertson, Mitch

44 North Charleston

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C MARSHALL BECKHAM
JANE K BECKHAM
DER CUMMINGS CIR
MT PLEASANT, SC 29464-3508

CMA Cash Management Account 125
Aug 12, 2011 25-00-430

Cashing Check
Six Thousand & No—
Merrill Lynch

24 W. Stephen Ernest

Cellular

NHOY@CAROLINAONEPLUS.COM

FAX TO: NANCY HOY

FROM: JOHN MELOT

FAX # : 843 746. 4946

PAGES : 10 ~~12~~ - BALANCE

LET ME KNOW IF ANYTHING NOT OK.

John: Thanks !!

#3



AGREEMENT TO BUY AND SELL REAL ESTATE RESIDENTIAL



1. **PARTIES:** This legally binding Agreement entered into on August 10, 2011,
between, Buyer(s), Aubie Melot, John Melot, (hereinafter
called "BUYER"), and Seller(s), Dan Myers, Brittany Myers,
(hereinafter called "SELLER"). The property shall be deeded in the name(s) of: TBD

THE ☐ BUYER ☐ SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

2. **PROPERTY TO BE SOLD:** Subject to terms and conditions herein, Seller agrees to sell and Buyer agrees to buy the following described property with improvements and fixtures thereon:

Lot _____ Block _____ Section _____ Subdivision _____ Ion _____

Address _____

Tax Map # _____ -06-00-332 City _____ Zip _____

County of Charleston, State of South Carolina.

Seller represents that the property is connected to ☒ public sewer system or to ☐ septic tank or to ☒ public water or to ☐ well system or to ☐ other _____

No personal property will convey as a part of this sale, except as described: All window treatments & hardware, all appliances in house, air conditioner in storage area, lt fixtures, ceil fans.

3. **CONVEYANCE SHALL BE MADE:** Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and deliver a proper general warranty deed, if applicable, free of encumbrances, except as herein stated. Seller agrees to pay all statutory deed recording fees. The deed shall be delivered at the stipulated place of closing, and transaction closed on or before within 30 days of contract approval, not later than 9:00 p.m. Time is of the essence. Seller and Buyer authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the final HUD-1 settlement statement for the transaction for their review prior to closing.

4. **POSSESSION:** Possession of said property will be given to Buyer at the time of closing. Seller agrees to deliver property free of debris and in a clean condition. The property, including but not limited to, landscaping and lawn, shall be maintained in the same condition from the effective date of this agreement until possession is delivered, ordinary wear and tear excepted. Possession by Buyer before closing or by Seller after closing shall be subject to the terms and conditions of a separate agreement to be executed prior to closing or occupancy.

5. **PURCHASE PRICE** shall be \$ 5000.00 above verifiable bonified highest offer,
Five Thousand dollars.

6. **METHOD OF PAYMENT:** Purchase price shall be paid as follows: ☒ Cash; or ☐ Subject to Financing. Financing to be obtained by ☐ Conventional ☐ Seller ☐ VA ☐ FHA ☐ Other terms: _____

7. **EARNEST MONEY:** This offer is accompanied by an earnest money deposit of \$ 7,000.00
Buyer and Seller authorize CORE, as Escrow Agent, to hold and disburse earnest money according to the terms of this agreement. Earnest money paid by ☐ Cash, ☒ Check, or ☐ Other.
Broker does not guarantee payment of a check or checks accepted as earnest money. All escrow money received shall be deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations. At the consummation of this sale, the earnest money deposit shall be credited to the Buyer.

 BUYER  BUYER ☐ SELLER ☐ SELLER HAVE READ THIS PAGE

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THE PARTIES UNDERSTAND THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, THE ESCROW AGENT HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

8. **LOAN PROCESSING AND APPLICATION:** Buyer's obligation under this agreement is contingent on Buyer obtaining said loan. Buyer shall apply for a maximum _____ % loan (loan-to-value ratio) within _____ consecutive days from the execution of this Agreement and shall provide Seller with written satisfactory loan approval within _____ consecutive days that contains no credit, income, or asset conditions, unless otherwise set forth in this contract. Time is of the essence. Should the Buyer fail to make loan application or receive approval within said period, and to diligently pursue the application, the Seller shall have the option to terminate this Agreement, with written notice. Buyer also agrees to provide all documents or information requested by the lending company in a prompt and timely manner. Buyer will take any action that is needed or requested by Lender to process the loan application. Buyer further hereby gives permission to Lender to disclose pertinent information concerning the Buyer's credit-worthiness or any other information needed for the loan processing to the listing or cooperating broker(s) or agent(s). If Buyer fails to comply with these above contingencies, Buyer shall be in default of this agreement subject to the terms of paragraph 16.
FHA Mortgage Insurance ☐ will ☐ will not be added to the mortgage. VA funding fee ☐ will ☐ will not be added to the mortgage.

9. **CLOSING COSTS:** Unless otherwise agreed, closing costs, including all loan charges and prepaid recurring items, shall be paid as follows:

(a) SELLER shall provide or pay for preparation of deed, any recording charge based on value of property, and all costs necessary to deliver a marketable title, including recording of satisfactions and property taxes to the day of closing.

(b) BUYER shall pay, unless otherwise agreed herein, the cost of the Buyer's credit report, property insurance, appraisal, survey, cost of obtaining loan, discount points, title examination, escrow deposits, and prepaid expenses. The Buyer shall also pay, if applicable, interim interest and mortgage insurance premium or VA funding fee. Buyer's hazard insurance policy shall provide coverage as required by lender. Other terms: _____

10. **HOME PROTECTION PLAN COVERAGE:** Both parties understand that a third party home warranty Plan ☒ will ☐ will not be issued at closing. If applicable, the warranty premium will be paid at closing by the ☐ Buyer or ☒ Seller not to exceed \$ 525.00.

11. **EXPIRATION OF OFFER:** The offer from Buyer shall be withdrawn at _____ five _____ o'clock _____ P. M. on _____ August 11, 2011 _____ unless accepted or countered by Seller in written form prior to such time. Time is of the essence.

12. **EXTENSION AGREEMENT:** If the transaction has not closed within the stipulated time limit because a contingency has not been satisfied through no fault of either party, then both parties agree to extend this agreement for a period not to exceed _____ 21 _____ consecutive days from the original closing date. Closing shall occur within this time extension, but in no event shall closing occur later than the above extension date. Time is of the essence.

13. **ADJUSTMENTS:** Taxes, water, all sewer assessments, sewer charges, fuel oil, rents as when collected, insurance premiums, if applicable, and other assessments, including homeowner's association fees, shall be adjusted as of the date of closing. Tax prorrations pursuant to this Agreement are to be based on the tax information available on the date of closing, and are to be prorated on that basis. **BUYER TO BE RESPONSIBLE FOR APPLYING FOR ANY APPLICABLE TAX EXEMPTIONS.** The ☐ Buyer or the ☐ Seller shall pay for the cost of any Certificate of Assessment, or other similar document, made available, if applicable. Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. Prorrations at closing shall be final.

14. **NON-RESIDENT TAX:** Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.

15. **RISK OF LOSS OR DAMAGE:** In case the property herein referred to is destroyed wholly or partially by fire or other casualty prior to delivery of deed, Buyer or Seller shall have the option for ten (10) days thereafter of proceeding hereunder, or of terminating this Agreement.

 BUYER  BUYER ☐ SELLER ☐ SELLER HAVE READ THIS PAGE

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16. **DEFAULT:** If Buyer or Seller fails to perform any covenant of this Agreement, the other may elect to seek any remedy provided by law, including but not limited to attorney fees and actual costs incurred (as defined in paragraph 17), or terminate this Agreement with a five day written notice. If terminated, both parties shall execute a written release of the other from this contract and both shall agree to hold the Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said releases are executed or until a court of competent jurisdiction dictates legal disposition.

17. **ACTUAL COST INCURRED** shall include all costs and expenses incurred or obligated for by Buyer, Seller or Broker in an effort to consummate this sale. Such costs shall include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, and Broker's fee or commission for this sale.

18. **SURVEY, TITLE EXAMINATION, AND INSURANCE:** The Listing and Cooperating Broker(s) and their Agent(s) recommend that Buyer have a survey of the subject property made, have examination as to the title to the property, obtain owner's title insurance, and that Buyer obtain appropriate hazard insurance coverage effective with the time of closing. All hazard insurance to be canceled and new policies furnished by Buyer at closing unless otherwise stipulated in this Agreement. Flood insurance, if required by Lender at Buyer's option, shall be assigned to Buyer with permission of carrier, and premium prorated to date of closing.

19. **CONDITION OF PROPERTY:**

(A) **Seller's Property Condition Disclosure Statement:** (check one)

☒ Buyer and Seller agree that Seller will not complete nor provide Buyer a Seller's Property Condition Disclosure statement in accordance with South Carolina Code of Laws, as amended, Section 27-50-30, Paragraph (13).

☐ Buyer and Seller agree that a Seller's Property Condition Disclosure statement, as required by South Carolina Code of Laws, as amended, Section 27-50-10, et seq., has been provided to Buyer by Seller prior to the ratification of this agreement. If the Seller discovers, after his delivery of a disclosure statement to a Buyer, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the Seller shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the Buyer or make reasonable repairs necessitated by the occurrence before closing. Buyer understands that the Seller's Property Condition Disclosure statement is not intended to replace a professional home inspection. Buyer understands and agrees that the Seller's Property Condition Disclosure statement contains statements made solely by the Seller. The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for the accuracy of any information contained in the Seller's Property Condition Disclosure statement. The Buyer and Seller understands and agrees that the Listing and Selling Broker and all affiliated agents have fully met the requirements of Section 27-50-70 of the South Carolina Code of Laws, as amended.

(B) **Inspection:** Buyer at Buyer's expense shall have the privilege and responsibility of inspecting the structure, square footage, environmental concerns including but not limited to mold, radon gas, lead-based paint and lead-based paint hazards, wetlands study, appurtenant buildings, heating, air conditioning, electrical and plumbing systems as well as built-in appurtenant equipment or appliances. All inspections shall be completed by either 50 days of Seller's approval or from all third parties. In the event repairs are necessary to place the heating system, air conditioning, plumbing, and electrical system to be conveyed in operative condition and to make the roof free of leaks, and the dwelling structurally sound, the Seller shall be notified in writing of the specific defects or deficiencies within 48 hours after the inspection date mentioned above. Time is of the essence. If Buyer fails to notify Seller within this time, Buyer shall have waived any and all rights under the terms of this paragraph. If Lender's commitment requires any additional inspections or certifications, these are to be provided by Buyer.

(C) **Maintenance:** After any inspection by Buyer and after repairs, if any, made as a result of any such inspection, the Seller agrees to maintain the heating, air conditioning, plumbing, and electrical systems, as well as all appliances to be conveyed in operative condition, normal wear and tear excepted, until the day of closing or the day possession is given, whichever occurs first. Seller agrees to maintain the property, including lawn, shrubbery and grounds until the day of closing or possession, whichever occurs first.

(D) **Wood Infestation Report:** If the property to be sold has been previously occupied, ☒ The Buyer ☐ The Seller shall, at their expense, have the property inspected and shall obtain a current Wood Infestation Report (CI-100) from a licensed and bonded pest control operator, on or before within 30 days of final approval from all third parties. Time is of the essence. If Buyer is responsible for having the property inspected as indicated above, but fails to have the property inspected by this date, Buyer shall have waived any and all rights under the terms of this paragraph. The Seller makes no warranties with regard to matters covered by such report or any other improvement unless specifically stated in this agreement. If the infestation report reveals the presence of or damage by termite infestation or other wood destroying organisms, Seller shall

☒ BUYER ☒ BUYER ☐ SELLER ☐ SELLER HAVE READ THIS PAGE

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remedy such deficiencies, subject to section (E) below, and shall furnish Buyer with a report of a qualified inspector that property is free from infestation or damage herein mentioned or that infestation or damage has been treated and/or repaired as appropriate in a workmanlike manner on or before closing.

If the property to be sold has not been previously occupied, Seller shall certify that the dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide the Buyer, at closing, a written certification from a licensed pest control operator.

(E) **Repairs:** The cost of all repairs to heating system, air conditioning, plumbing, and electrical system to be conveyed, and to make the roof free of leaks, to address environmental concerns and to make the dwelling structurally sound and provide wood infestation treatment, if any, required by section (B) and (D) above, to be paid by Seller. If the Seller refuses to make these repairs and treatment, the Buyer shall have the option to (1) accept the property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Agreement, subject to paragraph 7. The repairs to any other items are the sole responsibility of Buyer. The obligations of Seller under paragraph 19 terminate on the day of closing or on the day possession is given, whichever occurs first.

(F) **Residential Dwellings Built before 1978:** (check one of the following)

☐ This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards which shall be done, at the Buyer's expense, by midnight on the tenth day after ratification of this contract or by midnight on _____. (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information). This contingency will terminate at the above predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within _____ days after Delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs or if the Seller makes a counter-offer, the Buyer shall have _____ days to respond to the counter-offer or remove this contingency and take the property in "as-is" condition or this contract shall become void. Upon such termination, the earnest money deposit of Buyer shall be returned to Buyer and neither party shall have any further rights hereunder. The Buyer may remove this contingency at any time without cause; or

☒ Buyer waives the opportunity to conduct a risk assessment or inspection for lead-based paint and/or lead-based paint hazards.

(G) **Megan's Law:** The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that the Buyer and Seller have the sole responsibility to obtain any such information. The Buyer and Seller understand that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

(H) **Disclaimer:** The Buyer acknowledges the Seller, except as provided in subparagraphs (B), (C), (D), and (E) of this section, gives no guarantee or warranty of any kind, expressed or implied, as to the physical condition of the property or to the conditions of or existence of improvements, services, appliances or system thereto, or as to merchantability or fitness for a particular purpose as to the property or improvements thereof, and any implied warranty is hereby disclaimed by the Seller.

Neither Buyer nor Seller will hold Cooperating or Listing Broker responsible for any act of negligence or intent by any inspection or repair company employed by Seller or Buyer for the purposes of this agreement. The Seller is not required to make any repairs under any circumstances until Purchaser's financing has been approved.

20. **APPRAISED VALUE:** (check one)

☐ This agreement is not contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lenders appraisal or other appraisal as agreed, for the selling price.

☒ This agreement is contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lender's appraisal or other appraisal as agreed, for the selling price or more; if the lot or parcel with building and improvements thereon appraises for less than the selling price, the seller may elect to sell for the appraised value. In such case, the Buyer agrees to proceed with the consummation of this sale at the reduced price. However, if Seller does not agree to sell at the appraised value, the Buyer shall have the option of

 BUYER  BUYER ☐ SELLER ☐ SELLER HAVE READ THIS PAGE

proceeding with the consummation of the Agreement without regard to the amount of the appraised valuation, or terminate the agreement without penalty.

21. DISCLAIMER BY BROKERS AND AGENTS: The parties acknowledge that the Listing and Cooperating Broker(s) and their Agent(s): (1) Give no guaranty or warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvement services or systems, thereto, included but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage, electric systems, and to the structure; (2) Give no warranty, express or implied, as to the merchantability or fitness for a particular purpose as to the property or such improvements thereto and any implied warranty hereby disclaimed; (3) Give no warranty as to title; (4) Give no guaranty or warranty concerning (a) any certification or inspection concerning the condition of the property, (b) any matters which would be reflected by current survey of the property, and (c) the accuracy of the published square footage of the property; (5) Buyer acknowledges that Seller and Seller's Agents have not made any oral or written commitments to Buyer regarding (a) projected income or economic benefit for Buyer from rentals; (b) rental arrangements except that Buyer may rent the unit if Buyer so desires or (c) other economic benefits to the Buyer.

22. COASTAL TIDELANDS & WETLANDS ACT: In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et seq., South Carolina Code of Laws), an Addendum will be attached to this Agreement incorporating the required disclosures at ☐ Buyer's ☐ Seller's expense.

23. MEDIATION CLAUSE. Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Buyer(s), Seller(s) or any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

This mediation clause shall survive for a period of 120 days after the date of the closing. The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

24. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

25. ENTIRE BINDING AGREEMENT: This written instrument, including the additional terms and conditions set forth on any documents intended by the parties to be included, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties. Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein. The benefits and obligations shall inure to and bind the parties hereto, and their heirs, assigns, successors, executors, or administrators. Whenever used, singular includes plural, and use of any gender shall include all.

26. FACSIMILE AND OTHER ELECTRONIC MEANS: The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

27. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, 1976, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this agreement. It is understood that Broker ☒ may ☐ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Broker will retain all interest earned in said account.

☒ BUYER ☒ BUYER ☐ SELLER ☐ SELLER HAVE READ THIS PAGE

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28. **NON-RELIANCE CLAUSE:** Both Buyer and Seller hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

29. **CONTINGENCIES:** These stipulations shall preempt printed matter herein: (attach and reference addendum if necessary) See short sale addendum. Home inspection, CL-100 inspection and conveyance will be within 30 days of all third party final approval.

THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING, AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORM.

ALL TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT SURVIVE CLOSING UNLESS OTHERWISE SPECIFIED.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER: Annie Melot Date 8/10/11 Time 2:30 PM MST
WITNESS: _____ Date _____ Time _____

BUYER: John Melot Date 8/10/11 Time 2:26 PM MST
WITNESS: _____ Date _____ Time _____

SELLER: Dan Myers Date _____ Time _____
WITNESS: _____ Date _____ Time _____

SELLER: Brittany Myers Date _____ Time _____
WITNESS: _____ Date _____ Time _____

LISTING AGENT AND COMPANY Nancy Hoy/CORE

SELLING AGENT AND COMPANY Nancy Hoy/CORE

SELLING AGENT IS PRESENTING THIS OFFER AS A ☐ BUYER'S AGENT OR ☐ SUBAGENT OF THE SELLER.

ESCROW AGENT ACKNOWLEDGMENT CORE

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.

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6. **FAIR HOUSING:** The Broker shall conduct all brokerage activities in regard to this Agreement without regard to race, color, religion, sex, handicap, familial status, or national origin and shall conduct business in full compliance with local, state, and federal fair housing laws.

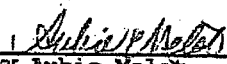
7. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that the execution of this dual agency agreement or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

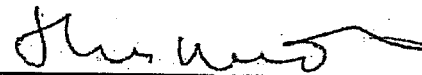
8. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument, and in pleading or proving any provision of this Agreement it shall not be necessary to produce more than one such counterpart.

THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A SIGNED COPY OF THIS DUAL AGENCY AGREEMENT.

Seller Dan Myers _____
Date _____ Time _____

Seller Brittany Myers _____
Date _____ Time _____


Buyer Aubie Melot _____
Date 8/10/10 Time 2:30 PM MST


Buyer John Melot _____
Date 8/10/10 Time 2:26 PM MST

Real Estate Brokerage (Name of Real Estate Co.) _____

By: Broker/Assoc. Licensee _____
Date _____



Sign in to your Gmail account

Fwd: Your offer

MESSAGE

Dave Sansom <dsansom@carolinaone.com>
To: dmyers@domlawoffice.com

Fri, Aug 12, 2011 at 11:23 AM

Mr. Myers,

My name is Dave Sansom and I am Nancy Hoy's Broker in Charge at Carolina One Real Estate. Attached is an offer for your property on North Shelmore in Mount Pleasant. The agent representing this buyer asked that I send this offer to you directly. He is asking this due to the fact that Nancy is representing a competing interested party and he wants to be sure that this offer makes it to you without Nancy's clients knowing what this offer is for.

Of course you are free to discuss the terms of this offer with Nancy as she is also your representative. I am simply accommodating the request of another agent by sending this to you. Nancy is not aware of terms that are enclosed.

Thank you for your trust in us and I am confident that we will have a positive outcome to our efforts!

—
Regards,

Dave Sansom

BIC Carolina One Real Estate and Mortgage

Coleman Boulevard Office

843-416-3001 (o)

843-324-2140 (m)

dsansom@carolinaone.com

"It is not always enough to do our best. Sometimes we must do what is required." - Winston Churchill

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#4



**AGREEMENT TO BUY AND SELL REAL ESTATE
RESIDENTIAL**



1. **PARTIES:** This legally binding Agreement entered into on August 14, 2011,
between, Buyer(s), Aubie Melot, John Melot, (hereinafter
called "BUYER"), and Seller(s), Dan Myers, Bethany Myers,
(hereinafter called "SELLER"). The property shall be deeded in the name(s) of: TBD

**THE ☐ BUYER ☐ SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE
LICENSEE.**

2. **PROPERTY TO BE SOLD:** Subject to terms and conditions herein, Seller agrees to sell and Buyer agrees to buy
the following described property with improvements and fixtures thereon:

Lot _____ Block _____ Section _____ Subdivision _____ Ion _____

Address _____

Tax Map # 535-06-00-332 City _____ Zip _____

County of Charleston, State of South Carolina.

Seller represents that the property is connected to ☒ public sewer system or to ☐ septic tank or to ☒ public water or to
☐ well system or to ☐ other _____

No personal property will convey as a part of this sale, except as described: Window treatments & hardware, A
ppliances except washer/dryer, air conditioner in storage area, lt fixtures, ceil fans.

3. **CONVEYANCE SHALL BE MADE:** Conveyance shall be made subject to all easements as well as covenants of
record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and
regulations. Seller agrees to convey by marketable title and deliver a proper general warranty deed, if applicable, free of
encumbrances, except as herein stated. Seller agrees to pay all statutory deed recording fees. The deed shall be delivered
at the stipulated place of closing, and transaction closed on or before 30d after approval, 30d, not later than
9:00 p.m. Time is of the essence. Seller and Buyer authorize their respective attorneys and the settlement agent to furnish
to Listing Broker and Selling Broker copies of the final HUD-1 settlement statement for the transaction for their review prior
to closing.

4. **POSSESSION:** Possession of said property will be given to Buyer at the time of closing. Seller agrees to deliver
property free of debris and in a clean condition. The property, including but not limited to, landscaping and lawn, shall be
maintained in the same condition from the effective date of this agreement until possession is delivered, ordinary wear and
tear excepted. Possession by Buyer before closing or by Seller after closing shall be subject to the terms and conditions of
a separate agreement to be executed prior to closing or occupancy.

5. **PURCHASE PRICE** shall be \$ 5000.00 Above Verifiable Confirmed Highest Offer \$640,000 BT
Five Thousand SIX HUNDRED FORTY THOUSAND dollars.

6. **METHOD OF PAYMENT:** Purchase price shall be paid as follows: ☒ Cash; or ☐ Subject to Financing. Financing
to be obtained by ☐ Conventional ☐ Seller ☐ VA ☐ FHA ☐ Other terms: _____

7. **EARNEST MONEY:** This offer is accompanied by an earnest money deposit of \$ 7,000.00
Buyer and Seller authorize CORE, as Escrow Agent, to hold and disburse earnest
money according to the terms of this agreement. Earnest money paid by ☐ Cash, ☒ Check, or ☐ Other.
Broker does not guarantee payment of a check or checks accepted as earnest money. All escrow money received shall be
deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations. At the
consummation of this sale, the earnest money deposit shall be credited to the Buyer.

[Signature] BUYER [Signature] BUYER [Signature] SELLER [Signature] SELLER HAVE READ THIS PAGE

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THE PARTIES UNDERSTAND THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, THE ESCROW AGENT HOLDING THE EARNST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

8. **LOAN PROCESSING AND APPLICATION:** Buyer's obligation under this agreement is contingent on Buyer obtaining said loan. Buyer shall apply for a maximum _____ % loan (loan-to-value ratio) within _____ consecutive days from the execution of this Agreement and shall provide Seller with written satisfactory loan approval within _____ consecutive days that contains no credit, income, or asset conditions, unless otherwise set forth in this contract. Time is of the essence. Should the Buyer fail to make loan application or receive approval within said period, and to diligently pursue the application, the Seller shall have the option to terminate this Agreement, with written notice. Buyer also agrees to provide all documents or information requested by the lending company in a prompt and timely manner. Buyer will take any action that is needed or requested by Lender to process the loan application. Buyer further hereby gives permission to Lender to disclose pertinent information concerning the Buyer's credit-worthiness or any other information needed for the loan processing to the listing or cooperating broker(s) or agent(s). If Buyer fails to comply with these above contingencies, Buyer shall be in default of this agreement subject to the terms of paragraph 16.
FHA Mortgage Insurance ☐ will ☐ will not be added to the mortgage. VA funding fee ☐ will ☐ will not be added to the mortgage.

9. **CLOSING COSTS:** Unless otherwise agreed, closing costs, including all loan charges and prepaid recurring items, shall be paid as follows:

- (a) SELLER shall provide or pay for preparation of deed, any recording charge based on value of property, and all costs necessary to deliver a marketable title, including recording of satisfactions and property taxes to the day of closing.
(b) BUYER shall pay, unless otherwise agreed herein, the cost of the Buyer's credit report, property insurance, appraisal, survey, cost of obtaining loan, discount points, title examination, escrow deposits, and prepaid expenses. The Buyer shall also pay, if applicable, interim interest and mortgage insurance premium or VA funding fee. Buyer's hazard insurance policy shall provide coverage as required by lender. Other terms: _____

10. **HOME PROTECTION PLAN COVERAGE:** Both parties understand that a third party home warranty Plan ☐ will ☒ will not be issued at closing. If applicable, the warranty premium will be paid at closing by the ☐ Buyer or ☐ Seller not to exceed \$ _____.

11. **EXPIRATION OF OFFER:** The offer from Buyer shall be withdrawn at _____ five _____ o'clock _____ P _____ M. on _____ August 15, 2011 _____ unless accepted or countered by Seller in written form prior to such time. Time is of the essence.

12. **EXTENSION AGREEMENT:** If the transaction has not closed within the stipulated time limit because a contingency has not been satisfied through no fault of either party, then both parties agree to extend this agreement for a period not to exceed _____ 21 _____ consecutive days from the original closing date. Closing shall occur within this time extension, but in no event shall closing occur later than the above extension date. Time is of the essence.

13. **ADJUSTMENTS:** Taxes, water, all sewer assessments, sewer charges, fuel oil, rents as when collected, insurance premiums, if applicable, and other assessments, including homeowner's association fees, shall be adjusted as of the date of closing. Tax proration pursuant to this Agreement are to be based on the tax information available on the date of closing, and are to be prorated on that basis. **BUYER TO BE RESPONSIBLE FOR APPLYING FOR ANY APPLICABLE TAX EXEMPTIONS.** The ☐ Buyer or the ☐ Seller shall pay for the cost of any Certificate of Assessment, or other similar document, made available, if applicable. Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. Prorations at closing shall be final.

14. **NON-RESIDENT TAX:** Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.

15. **RISK OF LOSS OR DAMAGE:** In case the property herein referred to is destroyed wholly or partially by fire or other casualty prior to delivery of deed, Buyer or Seller shall have the option for ten (10) days thereafter of proceeding hereunder, or of terminating this Agreement.

 BUYER  BUYER  SELLER  SELLER HAVE READ THIS PAGE

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16. **DEFAULT:** If Buyer or Seller fails to perform any covenant of this Agreement, the other may elect to seek any remedy provided by law, including but not limited to attorney fees and actual costs incurred (as defined in paragraph 17), or terminate this Agreement with a five day written notice. If terminated, both parties shall execute a written release of the other from this contract and both shall agree to hold the Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said releases are executed or until a court of competent jurisdiction dictates legal disposition.

17. **ACTUAL COST INCURRED** shall include all costs and expenses incurred or obligated for by Buyer, Seller or Broker in an effort to consummate this sale. Such costs shall include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, and Broker's fee or commission for this sale.

18. **SURVEY, TITLE EXAMINATION, AND INSURANCE:** The Listing and Cooperating Broker(s) and their Agent(s) recommend that Buyer have a survey of the subject property made, have examination as to the title to the property, obtain owner's title insurance, and that Buyer obtain appropriate hazard insurance coverage effective with the time of closing. All hazard insurance to be canceled and new policies furnished by Buyer at closing unless otherwise stipulated in this Agreement. Flood insurance, if required by Lender at Buyer's option, shall be assigned to Buyer with permission of carrier, and premium prorated to date of closing.

19. **CONDITION OF PROPERTY:**

(A) **Seller's Property Condition Disclosure Statement:** (check one)

☐ Buyer and Seller agree that Seller will not complete nor provide Buyer a Seller's Property Condition Disclosure statement in accordance with South Carolina Code of Laws, as amended, Section 27-50-30, Paragraph (13).

☒ Buyer and Seller agree that a Seller's Property Condition Disclosure statement, as required by South Carolina Code of Laws, as amended, Section 27-50-10, et seq., has been provided to Buyer by Seller prior to the ratification of this agreement. If the Seller discovers, after his delivery of a disclosure statement to a Buyer, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the Seller shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the Buyer or make reasonable repairs necessitated by the occurrence before closing. Buyer understands that the Seller's Property Condition Disclosure statement is not intended to replace a professional home inspection. Buyer understands and agrees that the Seller's Property Condition Disclosure statement contains statements made solely by the Seller. The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for the accuracy of any information contained in the Seller's Property Condition Disclosure statement. The Buyer and Seller understands and agrees that the Listing and Selling Broker and all affiliated agents have fully met the requirements of Section 27-50-70 of the South Carolina Code of Laws, as amended.

(B) **Inspection:** Buyer at Buyer's expense shall have the privilege and responsibility of inspecting the structure, square footage, environmental concerns including but not limited to mold, radon gas, lead-based paint and lead-based paint hazards, wetlands study, appurtenant buildings, heating, air conditioning, electrical and plumbing systems as well as built-in appurtenant equipment or appliances. All inspections shall be completed by 7 days of approval, 7 days. In the event repairs are necessary to place the heating system, air conditioning, plumbing, and electrical system to be conveyed in operative condition and to make the roof free of leaks, and the dwelling structurally sound, the Seller shall be notified in writing of the specific defects or deficiencies within 48 hours after the inspection date mentioned above. Time is of the essence. If Buyer fails to notify Seller within this time, Buyer shall have waived any and all rights under the terms of this paragraph. If Lender's commitment requires any additional inspections or certifications, these are to be provided by Buyer.

(C) **Maintenance:** After any inspection by Buyer and after repairs, if any, made as a result of any such inspection, the Seller agrees to maintain the heating, air conditioning, plumbing, and electrical systems, as well as all appliances to be conveyed in operative condition, normal wear and tear excepted, until the day of closing or the day possession is given, whichever occurs first. Seller agrees to maintain the property, including lawn, shrubbery and grounds until the day of closing or possession, whichever occurs first.

(D) **Wood Infestation Report:** If the property to be sold has been previously occupied, ☒ The Buyer ☐ The Seller shall, at their expense, have the property inspected and shall obtain a current Wood Infestation Report (CL100) from a licensed and bonded pest control operator, on or before 7 days of approval, Time is of the essence. If Buyer is responsible for having the property inspected as indicated above, but fails to have the property inspected by this date, Buyer shall have waived any and all rights under the terms of this paragraph. The Seller makes no warranties with regard to matters covered by such report or any other improvement unless specifically stated in this agreement. If the infestation report reveals the presence of or damage by termite infestation or other wood destroying organisms, Seller shall

[Signature] BUYER [Signature] BUYER [Signature] SELLER [Signature] SELLER HAVE READ THIS PAGE

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remedy such deficiencies, subject to section (E) below, and shall furnish Buyer with a report of a qualified inspector that property is free from infestation or damage herein mentioned or that infestation or damage has been treated and/or repaired as appropriate in a workmanlike manner on or before closing.

If the property to be sold has not been previously occupied, Seller shall certify that the dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide the Buyer, at closing, a written certification from a licensed pest control operator.

(E) **Repairs:** The cost of all repairs to heating system, air conditioning, plumbing, and electrical system to be conveyed, and to make the roof free of leaks, to address environmental concerns and to make the dwelling structurally sound and provide wood infestation treatment, if any, required by section (B) and (D) above, to be paid by Seller. If the Seller refuses to make these repairs and treatment, the Buyer shall have the option to (1) accept the property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Agreement, subject to paragraph 7. The repairs to any other items are the sole responsibility of Buyer. The obligations of Seller under paragraph 19 terminate on the day of closing or on the day possession is given, whichever occurs first.

(F) **Residential Dwellings Built before 1978:** (check one of the following)

☐ This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards which shall be done, at the Buyer's expense, by midnight on the tenth day after ratification of this contract or by midnight on _____. (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home" for more information). This contingency will terminate at the above predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within _____ days after Delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs or if the Seller makes a counter-offer, the Buyer shall have _____ days to respond to the counter-offer or remove this contingency and take the property in "as-is" condition or this contract shall become void. Upon such termination, the earnest money deposit of Buyer shall be returned to Buyer and neither party shall have any further rights hereunder. The Buyer may remove this contingency at any time without cause; or

☒ Buyer waives the opportunity to conduct a risk assessment or inspection for lead-based paint and/or lead-based paint hazards.

(G) **Megan's Law:** The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that the Buyer and Seller have the sole responsibility to obtain any such information. The Buyer and Seller understand that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

(H) **Disclaimer:** The Buyer acknowledges the Seller, except as provided in subparagraphs (B), (C), (D), and (E) of this section, gives no guarantee or warranty of any kind, expressed or implied, as to the physical condition of the property or to the conditions of or existence of improvements, services, appliances or system thereto, or as to merchantability or fitness for a particular purpose as to the property or improvements thereof, and any implied warranty is hereby disclaimed by the Seller.

Neither Buyer nor Seller will hold Cooperating or Listing Broker responsible for any act of negligence or intent by any inspection or repair company employed by Seller or Buyer for the purposes of this agreement. The Seller is not required to make any repairs under any circumstances until Purchaser's financing has been approved.

20. **APPRAISED VALUE:** (check one)

☐ This agreement is not contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lenders appraisal or other appraisal as agreed, for the selling price.

☒ This agreement is contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lender's appraisal or other appraisal as agreed, for the selling price or more; if the lot or parcel with building and improvements thereon appraises for less than the selling price, the seller may elect to sell for the appraised value. In such case, the Buyer agrees to proceed with the consummation of this sale at the reduced price. However, if Seller does not agree to sell at the appraised value, the Buyer shall have the option of

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proceeding with the consummation of the Agreement without regard to the amount of the appraised valuation, or terminate the agreement without penalty.

21. **DISCLAIMER BY BROKERS AND AGENTS:** The parties acknowledge that the Listing and Cooperating Broker(s) and their Agent(s): (1) Give no guaranty or warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvement services or systems, thereto, included but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage, electric systems, and to the structure; (2) Give no warranty, express or implied, as to the merchantability or fitness for a particular purpose as to the property or such improvements thereto and any implied warranty hereby disclaimed; (3) Give no warranty as to title; (4) Give no guaranty or warranty concerning (a) any certification or inspection concerning the condition of the property, (b) any matters which would be reflected by current survey of the property, and (c) the accuracy of the published square footage of the property; (5) Buyer acknowledges that Seller and Seller's Agents have not made any oral or written commitments to Buyer regarding (a) projected income or economic benefit for Buyer from rentals; (b) rental arrangements except that Buyer may rent the unit if Buyer so desires or (c) other economic benefits to the Buyer.

22. **COASTAL TIDELANDS & WETLANDS ACT:** In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et seq., South Carolina Code of Laws), an Addendum will be attached to this Agreement incorporating the required disclosures at ☐ Buyer's ☐ Seller's expense.

23. **MEDIATION CLAUSE.** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Buyer(s), Seller(s) or any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

This mediation clause shall survive for a period of 120 days after the date of the closing. The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

24. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

25. **ENTIRE BINDING AGREEMENT:** This written instrument, including the additional terms and conditions set forth on any documents intended by the parties to be included, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties. Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein. The benefits and obligations shall inure to and bind the parties hereto and their heirs, assigns, successors, executors, or administrators. Whenever used, singular includes plural, and use of any gender shall include all.

26. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

27. **TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION:** According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, 1976, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this agreement. It is understood that Broker ☒ may ☐ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Broker will retain all interest earned in said account.

 BUYER  BUYER  SELLER  SELLER HAVE READ THIS PAGE

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28. **NON-RELIANCE CLAUSE:** Both Buyer and Seller hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

29. **CONTINGENCIES:** These stipulations shall preempt printed matter herein: (attach and reference addendum if necessary) Short sale addendum and addendum 1. Home inspection, CL-100 inspection and conveyance will be within 7 days of final approval from all third parties.

THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING, AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORM.

ALL TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT SURVIVE CLOSING UNLESS OTHERWISE SPECIFIED.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER: Aubie Melot Date 8-14-11 Time 4:00 PM MST
WITNESS: _____ Date _____ Time _____

BUYER: John Melot Date 8-14-11 Time 4:00 PM MST
WITNESS: _____ Date _____ Time _____

SELLER: Dan Myers Date 8/15/11 Time 9:15 PM
WITNESS: _____ Date _____ Time _____

SELLER: Bethany Myers Date 8/15/11 Time 9:20 PM
WITNESS: _____ Date _____ Time _____

LISTING AGENT AND COMPANY Nancy Hoy/CORE
SELLING AGENT AND COMPANY Nancy Hoy/CORE

SELLING AGENT IS PRESENTING THIS OFFER AS A ☒ BUYER'S AGENT OR ☐ SUBAGENT OF THE SELLER.

ESCROW AGENT ACKNOWLEDGMENT CORE

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SHORT SALE ADDENDUM AGREEMENT TO BUY AND SELL REAL ESTATE



The following provisions are made part of the Contract for Sale (the "Contract") between Dan Myers, Brittany Myers (Seller) and Aubie Melot, John Melot (Purchaser), concerning the Property located in: Charleston County, South Carolina, (the "Property") and being described as follows:

Address: _____ City: _____ Zip: 29464
Subdivision: Ion Tax Map#: 535-06-00-332 Legal Lot #: _____

1. Contingency: Purchaser and Seller acknowledge that the purchase price is less than the amount of Seller's debt(s) secured by the property, which are owed to one or more lender(s) or lienholder(s) (collectively "Lender"). Such a transaction is known as a "short sale." Therefore, this contract is contingent upon: (a) Lender's approval of the purchase price and other terms of the Contract and the HUD-1 settlement statement, (b) Lender's agreement to accept a payoff which is less than the balance due on the loan or other indebtedness, and (c) Lender's release and satisfaction of the mortgage(s) and/or other lien(s) upon receipt of discounted payoff amount(s).

If Seller has not obtained and provided Purchaser or Purchaser's Agent written notice of Lender's approval of the transaction, as set forth above, within 20 days prior to the closing date specified in the Contract, Purchaser may terminate the Contract, and in such event Purchaser shall be entitled to a refund of the earnest money deposit, and neither party shall have any further rights or obligations hereunder.

2. Notice of Approval: Seller shall provide Purchaser or Purchaser's Agent written notice of Lender's approval (or rejection) within twenty-four (24) hours of Seller's receipt of same.

3. Time Periods: Any time periods shall apply as set forth in the contract.

4. No Guarantee of Lender Approval: Purchaser and Seller acknowledge that Lender is neither required nor obligated to accept a short sale, and that Lender's approval may be revoked at any time prior to Closing, even after previous approval. In addition, the Parties acknowledge that Lender may require that as a condition of approval, some terms of the Contract be amended. Neither Purchaser nor Seller are obligated to agree to any of Lender's proposed terms; in the event that any of Lender's terms are unacceptable to either party, the Contract shall be void, and Purchaser shall be entitled to a refund of the earnest money deposit, and the parties shall execute a mutual release as set forth in the Contract. Purchaser further acknowledges that Seller is not liable for damages or costs incurred by Purchaser as a result of delays caused by Lender, Lender's failure to approve, or Lender's revocation of approval.

5. Seller Acknowledgement: Seller acknowledges the need to seek advice from an attorney, a certified public accountant or other professional regarding the credit, legal and tax consequences of a short sale.

This addendum amends the above-referenced Contract between Seller and Purchaser. Except as expressly modified or amended herein, all terms and provisions of the Contract and any prior amendments or addenda shall remain in full force and effect. In the event of any conflict between the Contract and this Addendum, this Addendum shall control.

[Signature] 8/15/11
Seller Dan Myers Date

[Signature] 8-14-11
Purchaser Aubie Melot Date

[Signature] 8/15/11
Seller Bethany Myers Date

[Signature] 8-14-11
Purchaser John Melot Date

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Phone: 8438841800 Fax: 8437464946 Nancy Hoy

94N. Shelmore.

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ADDENDUM 1



In reference to ☐ AGREEMENT TO BUY AND SELL REAL ESTATE, ☐ RESIDENTIAL RENTAL AGREEMENT,
☐ COUNTER OFFER, ☐ OTHER _____ covering the ☐ real property,
☐ business, ☐ premises --- commonly known as:

Lot _____ Block _____ Section _____ Subdivision _____ Ion _____

Address: _____

Tax Map # _____ 535-06-00-332 _____ City _____ -- _____ Zip _____

County of _____, State of South Carolina.

The undersigned Parties hereby agree as follows:

1. Buyers have the right to inspect property after all third party approval is given. Buyers further understand property will be sold "as is" with no repairs to be made by Sellers. If the Buyers are not satisfied with the inspections, they are not obligated to close.
2. All appliances and furniture items will all convey as seen in house except for washer and dryer. The window unit will stay in shed too.

The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER: Aubie Melot
Aubie Melot

Date 8-14-11

Time 4:00 PM MST

WITNESS: _____

Date _____

Time _____

BUYER: John Melot
John Melot

Date 8-14-11

Time 4:00 PM MST

WITNESS: _____

Date _____

Time _____

SELLER: Dan Myers
Dan Myers

Date 8/15/11

Time 7:00 PM

WITNESS: _____

Date _____

Time _____

SELLER: Bethany Myers
Bethany Myers

Date 8/15/11

Time 9:20 PM

WITNESS: _____

Date _____

Time _____

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DUAL AGENCY AGREEMENT



THIS DOCUMENT IS A MODIFICATION TO THE SELLER'S LISTING AGREEMENT AND THE BUYER'S AGENCY REPRESENTATION AGREEMENT.

This Dual Agency Agreement is entered into between John Melot
Aubie Melot, Buyer, and

Nancy Hoy/CORE Real Estate Company

Dan Myers, Bethany Myers, Seller, and

Nancy Hoy/CORE Real Estate Company

for Property located at _____

The term "Broker" includes the real estate firm, broker-in-charge and associated licensees.

1. **DUAL AGENCY:** Seller and Buyer agree that Broker shall serve as both Seller's agent and Buyer's agent in the sale of Seller's property to Buyer in accordance with Section 40-57-137(M)(1) of the South Carolina Code of Laws, which provides in part that "...in acting as a dual agent, a licensee represents clients whose interest may be adverse and that agency duties are limited." The parties agree that without permission from the party about whom the information pertains, Broker shall not disclose to the other party the following information:

- a) That a party may agree to a price, terms, or any conditions of sale other than those offered;
- b) The motivation of a party for engaging in the transaction, unless disclosure is otherwise provided by state law or regulation; and
- c) Any information about a party which that party has identified as confidential unless disclosure is otherwise required by state law or regulation.

2. **BROKER'S DUAL AGENCY ROLE:** Because Broker is serving as Agent for both Seller and Buyer in this transaction, Broker shall make every reasonable effort to represent Seller and Buyer in a balanced and fair manner. Broker shall also make every reasonable effort to encourage and effect communication and negotiation between Seller and Buyer. Seller and Buyer understand and acknowledge that:

- a) Prior to the time this agreement was entered into, Broker acted as the exclusive Agent of Seller and acted as exclusive Agent of Buyer.
- b) In those separate roles Broker may have obtained information which, if disclosed, could harm the bargaining position of the party providing such information to Broker.
- c) Broker is required by law to disclose to Seller and Buyer any known material facts concerning the property or the transaction. Seller and Buyer agree that Broker shall not be liable to either party for (1) disclosing known material facts concerning the property required by law to be disclosed and (2) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.

3. **SELLER'S AND BUYER'S ROLES:** Because of Broker's Dual Agency relationship, Seller and Buyer understand and acknowledge that:

- a) Seller and Buyer have determined that the advantages of entering into this Dual Agency Agreement, with Broker acting as Agent for both, outweigh the disadvantages.
- b) Seller and Buyer each have the responsibility of making their own decisions as to what terms are to be included in any agreement to buy and sell between the Seller and Buyer.
- c) Seller and Buyer are fully aware of, and understand, the implications and consequences of Broker's Dual Agency role as expressed herein to provide balanced and fair representation of Seller and Buyer and to encourage communication between Seller and Buyer rather than acting as an advocate or exclusive agent.
- d) Seller and Buyer agree to indemnify and hold Broker harmless against all claims, damages, losses, expenses, or liabilities, other than violations of the South Carolina Real Estate License Law and intentional wrongful acts, arising from Broker's role as a Dual Agent.
- e) Seller and Buyer may seek independent legal counsel to assist them with the negotiation and preparation of a buy and sell agreement or with any matter relating to the transaction which is the subject matter of a buy and sell agreement.

4. **PREVIOUS AGENCY AGREEMENTS:** The parties agree that this Agreement shall modify any agency agreements previously entered into by Seller and Broker or between Buyer and Broker. If those previous agency agreements contain expiration or termination dates prior to the termination date for this Agreement as set forth below, the expiration or termination dates of the previous agency agreements are hereby extended until the termination of this Agreement. If this Agreement terminates prior to the termination date of any previous agency agreement, the previous agency agreement shall remain in force and effect in accordance with its terms. In any areas where this Agreement contradicts or conflicts with those agency agreements, this Dual Agency Agreement shall control.

5. **DURATION OF DUAL AGENCY:** The term of this Agreement shall commence when this document is executed by Seller, Buyer and Broker, and unless extended by written agreement of all parties, shall terminate upon the closing of the sale of the property.

(Rev. 10/04)

1

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Nancy Hoy

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94N. Shelmore, Melot

6. **FAIR HOUSING:** The Broker shall conduct all brokerage activities in regard to this Agreement without regard to race, color, religion, sex, handicap, familial status, or national origin and shall conduct business in full compliance with local, state, and federal fair housing laws.

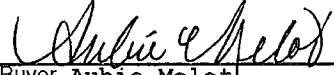
7. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that the execution of this dual agency agreement or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

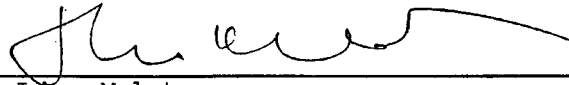
8. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument, and in pleading or proving any provision of this Agreement it shall not be necessary to produce more than one such counterpart.

THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A SIGNED COPY OF THIS DUAL AGENCY AGREEMENT.

Seller Dan Myers _____ Date _____ Time _____

Seller Bethany Myers _____ Date _____ Time _____

 _____ 8-14-11
Buyer Aubie Melot _____ Date _____ Time _____

 _____ 8.14.11
Buyer John Melot _____ Date _____ Time _____

Real Estate Brokerage (Name of Real Estate Co.) _____

By: Broker/Assoc. Licensee _____ Date _____



STATE OF SOUTH CAROLINA RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

INSTRUCTIONS TO PROPERTY OWNERS

1. South Carolina Code of Laws Title 27 Chapter 50 Article 1 requires that beginning January 1, 2003, an owner of residential real estate (single-family homes and buildings with up to four dwelling units) shall provide to a purchaser this property condition disclosure statement which must be completed prior to signing a contract of sale. This disclosure statement must be provided in connection with the sale, exchange, option and sale under a lease with an option to purchase. This disclosure statement is not required for some transactions, including the first sale of a dwelling which has never been inhabited. A complete list of exemptions may be found in Section 27-50-30.
2. You must check one of the boxes for each of the 24 questions on pages 2 and 3 of this form.
 - a. If you check "Yes" for any question, you must explain the problem or attach a descriptive report from an engineer, contractor, pest control operator or other expert or public agency. If you attach a report, you will not be liable for any inaccurate or incomplete information contained in the report as long as you were not grossly negligent in obtaining or transmitting the information.
 - b. If you check "No" for any question, you are stating that you have no actual knowledge of any problem. If you check "No" and you know there is a problem, you may be liable for making an intentional misrepresentation.
 - c. If you check "No Representation" for any question, you are stating that you are making no representation regarding the conditions or characteristics of the property, but you may have a duty to disclose even if you know or should have known of them. Please consult with an attorney to determine any potential liability you may have for checking this answer.
 - d. If you check "Yes" or "No" for any question and subsequently something happens to the property to render your statement incorrect or inaccurate (for example, the roof begins to leak), you must promptly provide the purchaser a corrected statement or you may correct the problem.
3. If you are assisted in the sale of your property by a licensed real estate broker or salesperson, you remain solely responsible for completing and delivering this statement to the purchaser. The broker or salesperson must disclose any material facts about your property which he/she knows or reasonably should know, regardless of your responses on this statement. You are to complete this form yourself and answer all questions truthfully and as fully as possible. By signing below you acknowledge that the failure to disclose known material information about the property may result in liability.
4. You must provide the completed statement to the purchaser prior to the time you and the purchaser sign a contract to purchase your property or as otherwise agreed to in the contract. You should provide the purchaser a copy of this statement containing your signature and keep a copy signed by the purchaser for your records.

Initials: BT
Rev. 1/04

Seller [Signature]

Date _____

Buyer [Signature]

Date 7/27/11

Page 1 of 4 Form 230

Carolina One Real Estate - Coleman 195 W. Coleman Blvd Mount Pleasant, SC 29464
Phone: 8438841800 Fax: 8437464946 Nancy Hoy

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48066 www.ziplogix.com

Dan and Bethany

AS SELLER OF THE PROPERTY HEREIN IDENTIFIED, DO YOU HAVE KNOWLEDGE OF ANY PROBLEM (MALFUNCTION OR DEFECT) WITH ANY OF THE FOLLOWING:

	Yes*	No	Representation
1. Foundation, slab, fireplaces/chimneys, floors, windows (including storm windows and screens), doors, ceilings, interior and exterior walls, attached garage, patio, deck or other structural components including any modifications? a. Siding: masonry ___ wood ___ composition/hardwood ___ vinyl ___ synthetic stucco ___ b. Approximate age of structure _____	☐	☐	☒
2. Roof (leakage or other problem)? a. Approximate age of roof covering _____	☐	☐	☒
3. Water seepage, leakage, dampness or standing water or water intrusion from any source in any area of the structure?	☐	☐	☒
4. Electrical system (outlets, wiring, panel, switches, fixtures, etc)?	☐	☐	☒
5. Plumbing system (pipes, fixtures, water heater, etc)?	☐	☐	☒
6. Heating and/or air conditioning? a. Heat source: furnace ___ heat pump ___ baseboard ___ b. Cooling source: central ___ wall/window unit(s) ___ c. Fuel source: electricity ___ natural gas ___ propane ___ oil ___ d. Approximate age of heating unit ___ /cooling unit ___	☐	☐	☒
7. Water supply (including water quality, quantity and water pressure)? a. water supply is: city/county ___ community system ___ private well ___ b. water pipes are: copper ___ galvanized ___ PVC/CPVC ___ polybutelene ___	☐	☐	☒
8. Septic system? a. Type system: septic tank ___ community system ___ connected to city/county system ___ city/county system available ___ b. Does the system require a pump? Yes ___ No ___ c. Has the septic system been serviced/pumped during your ownership?	☐	☐	☒
9. Appliances (range/oven, attached microwave, hood/fan, dishwasher, disposal, etc)?	☐	☐	☒
10. Present infestation, or damage WHICH HAS NOT BEEN REPAIRED from past infestation of wood destroying insects or organisms? a. Is there a transferable termite bond? Yes ___ No ___	☐	☐	☒
11. Drainage, grading or stability of soil or retaining structure?	☐	☐	☒
12. Other built-in systems and fixtures? central vacuum ___ pool ___ hot tub ___ spa ___ attic fan ___ exhaust fan ___ ceiling fan ___ sump pump ___ irrigation system ___ cable tv wiring or satellite dish ___ security system ___ or other systems ___	☐	☐	☒

Initials: BT
Rev. 1/04

Seller [Signature]

Date _____

Buyer [Signature]

Date 7/22/11

Page 2 of 4 Form 230

REGARDING THE PROPERTY HEREIN IDENTIFIED, INCLUDING THE LOT, OTHER IMPROVEMENTS, AND FIXTURES LOCATED THEREON, DO YOU HAVE KNOWLEDGE OF ANY:

	Yes*	No Representation
13. Room additions or other structural changes?	☐	☒
14. Environmental hazards (substances, materials or products) including asbestos, formaldehyde, radon gas, methane gas, lead-based paint, underground storage tank, toxic mold or other hazardous or toxic material (whether buried or covered), contaminated soil or water, or other environmental contamination?	☐	☒
15. Nuisances (noise, odor, smoke, etc.) affecting the property?	☐	☒
16. Previous damage caused by fire?	☐	☒
17. Violations or variances of building codes or zoning ordinances?	☐	☒
18. Restrictions to property use? (covenants or deed)	☐	☒
19. Utility or other easements, shared driveways, party walls or encroachments from or on adjacent property?	☐	☒
20. Lawsuits, foreclosures, bankruptcy, tenancies, judgments, tax or other liens, proposed assessments or notice from any governmental agency that could affect title to the property?	☐	☒
21. Owners' association fees or "common area" expenses or assessments?	☐	☒
22. Flood hazards or that the property is in a federally-designated flood plain?	☐	☒
23. Rental, rental management, vacation rental or other lease contracts in place on the property at the time of closing?	☐	☒
24. Any outstanding charges owed by the tenant for gas, electric, water, sewerage, or garbage services provided to the property?	☐	☒

***IF YOU ANSWERED "YES" TO ANY OF THE ABOVE QUESTIONS, PLEASE USE THE FOLLOWING SPACE FOR YOUR EXPLANATION AND ATTACH ANY RELEVANT PROFESSIONAL REPORTS.**

House "AS IS" HAS BEEN LEASED FOR TWO YEARS

Initials: BT Seller: [Signature] Date: _____ Buyer: [Signature] Date: 7/27/11

Rev. 1/04

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Page 3 of 4 Form 230

Dan and Bethany

For



Myers, Dan <dmyers@domlawoffice.com>

Fwd: 94 N Shelmore

1 message

Nancy Hoy <nhey@carolinaone.com>

To: "Myers, Dan" <dmyers@domlawoffice.com>

Thu, Oct 6, 2011 at 8:59 AM

Dan, This is from the Buyer. I have shared with them your frustration. I have also been on the phone alerting all parties that have shown interest in the house that it could be available again. I do think we can get another contract in short order if we put the house back on the market. Dan, short sales are hard for everyone and up until closing anything is possible. Even if these folks hung in there and waited for 3rd party approval, they could still decide to not move forward based on inspection results. In my opinion, this would be even worst. At least we know now just 7 weeks into it and not 6 months into it. Unfortunately, the wife is under going cancer treatment and is not doing well. Please know I am frustrated as well. Let me know if you will sign a release. Thanks, Nancy

Dear Nancy,

We are extremely sorry that this has inconvenienced the seller in any way. Yes, we were told what the banks often do and we understood that but, at the time, we did not know what our insurance company would eventually do. It was only last week that they let us know and Aubie called you immediately.

We did hear everything that you said about the general procedure of the banks pertaining to short sales, however, we hoped that a cash offer above the asking price would make a difference. When the insurance company told us what their timeframe for continuing to pay our rent would be we realized that we would need to hear from the bank in the next day or two in order to have a chance of completing the renovations we would need (downstairs master, bath, laundry) before we would be out on the street. Nancy, at this moment, I do not believe that Aubie's health is up to two moves so renting is not a viable option. I know you must understand that. We must look for something that satisfies our needs that we can move into by our insurance company's deadline.

In addition, after seeing HVAC issues and begin shown many places of rot on the outside of the house by a painter who quoted a paint job, we had become increasingly uncomfortable with the prospect of mold and also with the extent of repairs that we would have to make.

While we were told how the banks usually operate, at the same time, we were told and reassured that, should we for any reason need to pull out of the contract, we could between contract date and the answer from the bank. There was also even a suggestion that we look for other things in the meantime and drop the short sale should we find something better suited for us. We never imagined having to take that option but that is what we face now. That house was so popular on the market as a short sale I earnestly hope you could put \$650,000 on it and it still be a quick contract property. We will certainly pray for that. We feel badly about inconveniencing the seller and you. We are not negotiating on anything else at this time-we have not found what we need. Please express our sincerest apologies to the seller. As an attorney, I'm sure he knows that there was always a chance that this could happen in the general long-term process of the bank

#8

with respect to short sales. We never expected to be in this position.

Thank you for all your hard work and attention to us. You, the seller and whoever the eventual buyer will be will all be in our prayers for every good result as quickly as possible.

Sincerely,

John Melot

From: Nancy Hoy <nhoy@carolinaone.com>
To: Aubie <amelot@bellsouth.net>
Cc: jymelot <jymelot@bellsouth.net>
Sent: Wed, October 5, 2011 12:54:10 PM
Subject: 94 N Shelmore

Aubie and John, As you can imagine the Seller is really upset that you all have not given enough time to work through the process. As we all discussed, the time frame for a typical short sale is 3 to 6 months. He feels like he made a decision to rent another house because this home was under contract. He wondered if you all would be interested in renting in while the short sale works itself out? Is this an option? Please let me know.
Thanks, Nancy

--

Nancy Hoy
Cell: 843-224-3588
nhoy@carolinaone.com

--

Nancy Hoy
Cell: 843-224-3588
nhoy@carolinaone.com



Myers, Dan <dmyers@domlawoffice.com>

Re: Fwd: 94 N Shelmore

1 message

Myers, Dan <dmyers@domlawoffice.com>
To: Nancy Hoy <nhoy@carollnaone.com>

Thu, Oct 6, 2011 at 9:18 AM

Also, with respect to the inspection, I note that the sale was "as is" and any exercise of the right to cancel on inspection would have to be taken in good faith. The issues with the exterior were open and obvious and the HVAC issue was repaired (and was extremely minor to boot).

While I would prefer to handle this amicably, I will not sign a release without some compensation for two months delay, lost opportunities and our family's inconvenience.

Daniel O. Myers
The Law Offices of Daniel O. Myers
1127 Queensborough Blvd. Suite 105
Mt. Pleasant, SC 29464
P: (843) 654-7440
F: (843) 654-7441

On Oct 6, 2011 8:59 AM, "Nancy Hoy" <nhoy@carollnaone.com> wrote:

> Dan, This is from the Buyer. I have shared with them your frustration. I
> have also been on the phone alerting all parties that have shown interest in
> the house that it could be available again. I do think we can get another
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> sales are hard for everyone and up until closing anything is possible. Even
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> treatment and is not doing well. Please know I am frustrated as well. Let
> me know if you will sign a release. Thanks, Nancy

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> Thank you for all your hard work and attention to us. You, the seller and
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> John Melot

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> *From:* Nancy Hoy <nhoy@carolinaone.com>
> *To:* Aubie <amelot@bellsouth.net>
> *Cc:* jymelot <jymelot@bellsouth.net>
> *Sent:* Wed, October 5, 2011 12:54:10 PM
> *Subject:* 94 N Shelmore

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> --
> Nancy Hoy
> Cell: 843-224-3588
> nhoy@carolinaone.com

>
>
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> Nancy Hoy
> Cell: 843-224-3588
> nhoy@carolinaone.com



Myers, Dan <dmyers@domlawoffice.com>

Re: Fwd: 94 N Shelmore

1 message

Myers, Dan <dmyers@domlawoffice.com>
To: Nancy Hoy <nhoy@carolinaone.com>

Thu, Oct 6, 2011 at 9:11 AM

I will not sign a release without compensation.

Daniel O. Myers
The Law Offices of Daniel O. Myers
1127 Queensborough Blvd. Suite 105
Mt. Pleasant, SC 29464
P: (843) 654-7440
F: (843) 654-7441

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>
> -
> Nancy Hoy
> Cell: 843-224-3588
> nhoy@carolinaone.com

>
>
>
> -
> Nancy Hoy
> Cell: 843-224-3588
> nhoy@carolinaone.com

Sammie Arnold

From: Sammie Arnold <Sammie@maryarnoldlaw.com>
Sent: Monday, May 12, 2014 1:32 PM
To: davidacollins2@aol.com; Brooks Derrick
Cc: Shannon Hodges (shodges@derricklawoffice.com)
Subject: FW: Ratified contract for 94 N Shelmore
Attachments: 20110823141001603.pdf

From: Bethany Thies [mailto:bethany.thies@gmail.com]
Sent: Monday, May 12, 2014 12:55 PM
To: Daniel Myers; Sammie Arnold
Subject: Fwd: Ratified contract for 94 N Shelmore

----- Forwarded message -----

From: Myers, Dan <dmyers@domlawoffice.com>
Date: Wed, Oct 5, 2011 at 1:39 PM
Subject: Fwd: Ratified contract for 94 N Shelmore
To: Bethany Thies <Bethany.Thies@gmail.com>

Daniel O. Myers

The Law Offices of Daniel O. Myers
1127 Queensborough Blvd. Suite 105
Mt. Pleasant, SC 29464
Phone: (843) 654-7440
Fax: (843) 654-7441
Email: dmyers@domlawoffice.com
Website: www.domlawoffice.com

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----- Forwarded message -----

From: Myers, Dan <dmyers@domlawoffice.com>
Date: Wed, Oct 5, 2011 at 1:39 PM
Subject: Re: Ratified contract for 94 N Shelmore
To: Nancy Hoy <nhoy@carolinaone.com>

Nancy -

#9

I want to just set down my initial thoughts regarding the news you gave me today about the sellers. I've reviewed the Agreement, and while it allows the buyer to withdraw if third party approvals are not given by the closing date, the closing date in the Agreement is "30d after approval," so as written the buyers have no right to withdraw prior to closing. As I said, even if there were a provision allowing them to withdraw, if they are not willing to execute documents or seek approval of the lender for the short sale, there is no question that would be a breach of contract, and we would be entitled to the remedies provided for under paragraph 16, which include but are not limited to actual costs incurred and attorney fees. As we have taken actions in reliance on this agreement that have placed us in a detrimental position (including seeking alternative housing and obtaining a lease on that property) we would seek damages for those losses as well if the sale does not go through. Additionally, we had other offers above the asking price which we turned down which now, presumably, are unavailable.

While you tried to explain to me, I'm not sure I understand what has changed since we signed these agreements on August 15 that has led the buyers to refuse to close, but it certainly does not sound like there is any intervening event that would make the closing impossible. The agreement was not contingent on financing, and the home was being sold "as is." I am open to a solution that leaves my family whole, but if the buyers breach the agreement, I do expect to be made whole.

Please let me know how they plan to proceed.

Daniel O. Myers

The Law Offices of Daniel O. Myers

1127 Queensborough Blvd. Suite 105

Mt Pleasant, SC 29464

Phone: (843) 654-7440

Fax: (843) 654-7441

Email: dmyers@domlawoffice.com

Website: www.domlawoffice.com

This communication may be attorney-client privileged or otherwise confidential. If you are not the intended recipient, please delete this message and notify the sender of this error.

On Tue, Aug 23, 2011 at 2:33 PM, Nancy Hoy <nhoy@carolinaone.com> wrote:
Dan, This is the information that I have sent to Tomi Dinkins at Mark Week's office. If you would, please download the dual agency agreement and sign it. I also have been working with another agent trying to obtain a back up offer for you. Will keep you posted. Thanks, Nancy

----- Forwarded message -----
From: <corecol@carolinaone.com>
Date: Tue, Aug 23, 2011 at 2:10 PM
Subject:
To: Nancy Hoy <nhoy@carolinaone.com>

This E-mail was sent from "RNPDFEF48" (Aficio MP C6000).

Scan Date: 08.23.2011 14:10:01 (-0400)

Queries to: corecol@carolinaone.com

—
Nancy Hoy
Cell: 843-224-3588
nhoy@carolinaone.com

Sammie Arnold

From: Sammie Arnold <Sammie@maryarnoldlaw.com>
Sent: Monday, May 12, 2014 1:35 PM
To: Brooks Derrick; davidacollins2@aol.com
Cc: Shannon Hodges (shodges@derricklawoffice.com)
Subject: FW: Release for 94 N Shelmore
Attachments: 94 Shelmore release.pdf

From: Bethany Thies [mailto:bethany.thies@gmail.com]
Sent: Monday, May 12, 2014 12:56 PM
To: Sammie Arnold; Daniel Myers
Subject: Fwd: Release for 94 N Shelmore

----- Forwarded message -----

From: Nancy Hoy <nhoy@carolinaone.com>
Date: Mon, Oct 10, 2011 at 6:11 PM
Subject: Release for 94 N Shelmore
To: "Myers, Dan" <dmyers@domlawoffice.com>
Cc: bethany.thies@gmail.com

Dan and Bethany, I again regret to send this release and most importantly want to get this home sold for you. Please let me know how to proceed. Thanks, Nancy

Nancy Hoy
Cell: 843-224-3588
nhoy@carolinaone.com



RELEASE OF AGREEMENT TO BUY AND
SELL REAL ESTATE

©
Carolina One
Real Estate

This release entered into this 10th day of October, 2011, between the undersigned Buyer(s), the undersigned Seller(s), and the undersigned Brokers for that certain Agreement to Buy and Sell Real Estate dated August 14, 2011, August, covering the following property located in:

Lot _____ Block _____ Section _____ Subdivision _____ Ton _____

Address _____

Tax Map 535-06-00-332 City _____ Zi _____

County of Charleston, State of South Carolina.

WITNESSETH: That each of the parties hereto in consideration of each of the parties releasing all of the other parties from the aforesaid Agreement to Buy and Sell Real Estate, do hereby release each of the other parties and Escrow Agent to said Agreement from any and all claims, actions or demands whatsoever which each of the parties hereto may have up to this date against any of the other parties hereto by reason of said Agreement to Buy and Sell Real Estate.

It is the intention of this Agreement that any responsibility or obligations or rights by virtue of said Agreement are by this release declared null and void and of no further force or effect.

The Escrow Agent holding the deposit under the terms of said Agreement is hereby directed and instructed forthwith to disburse said deposit held in escrow in the following manner:

\$ 7,000.00 To John and Aubie Melot

\$ _____ To _____

\$ _____ To _____

\$ _____ To _____

Other _____

IT IS FURTHER understood and agreed that this Release is executed by the undersigned voluntarily and is not based on any representations made by any other party hereto or by the Escrow Agent.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Aubie Melot 10/06/2011
Buyer _____ Date

Aubie Melot

John Melot 10/06/2011
Buyer _____ Date

John Melot

Seller _____
Dan Myers Date

Seller _____
Bethany Myers Date

BROKER/LISTING 10/06/2011
Nancy Hoy Date

BROKER/SELLING 20111006
Nancy Hoy Date

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.

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Carolina One Real Estate - Coleman 195 W. Coleman Blvd Mount Pleasant, SC 29464
Phone: 8438841800 Fax: 8437464946 Nancy Hoy

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Form 518
PAGE 1 OF 1
94N. Shelmore.

Sammie Arnold

From: Sammie Arnold <Sammie@maryarnoldlaw.com>
Sent: Monday, May 12, 2014 1:35 PM
To: davidacollins2@aol.com; Brooks Derrick
Cc: Shannon Hodges (shodges@derricklawoffice.com)
Subject: FW: 94 N Shelmore

From: Bethany Thies [mailto:bethany.thies@gmail.com]
Sent: Monday, May 12, 2014 12:58 PM
To: Sammie Arnold; Daniel Myers
Subject: Fwd: 94 N Shelmore

----- Forwarded message -----

From: Myers, Dan <dmyers@domlawoffice.com>
Date: Mon, Oct 10, 2011 at 10:08 PM
Subject: Re: 94 N Shelmore
To: Nancy Hoy <nhoy@carolinaone.com>
Cc: bethany.thies@gmail.com

Nancy, I take it the buyers have irrevocably breached then? What would you propose?

Daniel O. Myers
The Law Offices of Daniel O. Myers
1127 Queensborough Blvd. Suite 105
Mt. Pleasant, SC 29464
Phone: (843) 654-7440
Fax: (843) 654-7441
Email: dmyers@domlawoffice.com
Website: www.domlawoffice.com

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On Mon, Oct 10, 2011 at 9:07 PM, Nancy Hoy <nhoy@carolinaone.com> wrote:
Dan and Bethany, I plan to put the home back in the mls tomorrow. Do you want to alter the price in the MLS? Thanks, Nancy

--
Nancy Hoy
Cell: 843-224-3588
nhoy@carolinaone.com

Sammie Arnold

From: Michael Scarafile <mcs@carolinaone.com>
Sent: Thursday, October 27, 2011 11:40 PM
Cc: Mary Leigh Arnold
Subject: Re: 94 N. Shelmore

Last one, I promise. If the seller will split the earnest money with the buyers, I think I can make it happen. Just let me know. Thanks.

Michael C. Scarafile
Carolina One Real Estate
4390 Belle Oaks Drive, Suite 100
North Charleston, S.C. 29405
(843) 202-2061(o)
(843) 202-3061(f)
mcs@carolinaone.com

On Oct 27, 2011, at 11:37 PM, Daniel Myers <dmymers@domlawoffice.com> wrote:

I appreciate that. If the buyers have a proposal to make they should probably make it first to Sammie.

Daniel O. Myers

The Law Offices of Daniel O. Myers

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From: Michael Scarafile [<mailto:mcs@carolinaone.com>]
Sent: Thursday, October 27, 2011 11:31 PM
To: Daniel Myers
Cc: Mary Leigh Arnold
Subject: Re: 94 N. Shelmore

You are correct, and our representation on both sides of this transaction, is one of the main reason we have been working towards a resolution so hard. I am not representing either side nor advocating for the Buyers, only for resolution. I did not see a problem, nor did I feel I was crossing any ethical line, I was only raising it since I am a lawyer, you were represented and my initial contact was through Sammie.

If you would prefer me to deal with Sammie, I am happy to do so. I apologize for taking up your late evening. It is an important matter to us. Thanks.

Scarafile
Real Estate
Drive, Suite 100
C. 29405

mcs@carolinaone.com

On Oct 27, 2011, at 11:23 PM, Daniel Myers <dmyers@domlawoffice.com> wrote:

Michael, my agent is Nancy Hoy – this is a dual agency sale. The reason I asked is because I was confused – I thought I was represented by Carolina One in the sale and so direct contact with you was not a problem. If I had thought you were solely representing the Buyer I would have communicated solely through Sammie. I will defer to her to conduct further discussions.

Daniel O. Myers

The Law Offices of Daniel O. Myers

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From: Michael Scarafile [<mailto:mcs@carolinaone.com>]

Sent: Thursday, October 27, 2011 11:13 PM

To: Daniel Myers

Cc: <sammie@marvarnoldlaw.com>

Subject: Re: 94 N. Shelmore

I don't represent them as their lawyer, but we are their agent and I serve as both President and General Counsel of Carolina One. I know the buyer is in bad shape physically with cancer treatment and I, in all honesty, do not see how anyone wins if this goes through protracted litigation, a process I know you know well.

I think I can get them to spit the earnest money if that ended it now and was only trying to reach some level of mutually unacceptable resolution. At the end of the day, I apologize that both sides are going through this and our goal was only to see a successful sale.

I also, in writing this, realize I should, on the agency side, be going through your agent or, on the legal side, your attorney. I apologize and am not trying to go around anyone. My initial email was to Sammie and I must have replied to all which initiated this dialogue. Please excuse my direct communication, although I know you are both a lawyer and sophisticated seller.

Often I would be better off not getting involved and just telling our buyer or seller to get their own legal opinion, but, from a business perspective, I feel like I am passing the buck when not working towards helping in some type of resolution.

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(843) 202-2061(o)
(843) 202-3061(f)
mcs@carolinaone.com

On Oct 27, 2011, at 10:59 PM, Daniel Myers <dmyers@domlawoffice.com> wrote:

Are you presenting this as an offer from the buyers? I'm not clear on who you represent in this.

Daniel O. Myers

The Law Offices of Daniel O. Myers

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From: Michael Scarafile [mailto:mcs@carolinaone.com]

Sent: Thursday, October 27, 2011 10:57 PM

To: Myers, Daniel

Cc: <sammie@marvarnoldlaw.com>

Subject: Re: 94 N. Shelmore

I agree with you on many points especially everyone's obligation to act in good faith and will leave to you if, before short sale approval or inspection, both requirements to close, you want to pursue a claim for breach. My only point was that the buyers asked for a release, you refused, as was your right, and, if I represented them, I would advise them to move forward as scheduled. In response, they indicated they were not pleased with some things their contractor found. Bad faith or not is not for me to comment on.

We would certainly prefer to resolve it without the relations between the parties getting worse. If I spoke with them again, any chance you, especially as there are always issues with any litigation, split the earnest money with them?

MCS

Michael C. Scarafile
Carolina One Real Estate
4390 Belle Oaks Drive, Suite 100
North Charleston, S.C. 29405
(843) 202-2061(o)
(843) 202-3061(f)
mcs@carolinaone.com

On Oct 27, 2011, at 7:22 PM, "Myers, Daniel"
<dmyers@domlawoffice.com> wrote:

Michael, if the buyer is not acting in accordance with the obligations of good faith and fair dealing, a refusal to close for a minor or open and obvious condition in a house being sold "as is" does not fulfill his obligation under the contract. Given the buyer's email to Nancy where he stated he was advised that he should keep looking for a better deal after signing a contract, I think it's clear he's in breach and was never acting in good faith. A pretextual reason to refuse to close won't fix

that. They are in breach now, and we won't wait for them to act out a phony charade before we file our lawsuit.

We rejected other offers because we were told this buyer was adamant that they wanted the house. They even tried to make certain their offer would be for more than any other offer by trying to frame it as \$5k above the next best offer. They took it off the market for two months of prime selling time. Nothing has changed, and if they want to litigate over whether their actions were bogus from the get go, I am prepared to do it. We've made a more than fair demand given their actions.

Daniel O. Myers
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P:(843) 654-7440
F: (843) 654-7441

On Oct 27, 2011 3:52 PM, "Michael Scarafile"
<mcs@carolinaone.com> wrote:
The Buyer's response was through me after they met with my broker. I told them you were meeting with the Seller and we would get back to him before he decides if he needs to get his own attorney.

At this point, I will advise him to either get his own attorney or wait for bank approval and, if it is approved as is, he will still have his contract right to inspect and, if not satisfied, terminate the contract at that time. Not sure that serves anyone, but it would certainly put him in compliance with the contract.

Thanks.

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4390 Belle Oaks Drive, Suite 100
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(843) 202-2061(o)
(843) 202-3061(f)
mcs@carolinaone.com

On Oct 27, 2011, at 2:13 PM, "Sammie Arnold"
<sammie@maryarnoldlaw.com> wrote:

> Michael,
> I have spoken to Seller. Buyer, Mr. Melot was

suppose to get back to me
> with his position but never has. Mr. Myers has
instructed me to proceed with
> filing a complaint. I would assume I will have to
name Carolina One since
> you hold the escrow funds. I'd rather make it easy
and just do an Order that
> directs you to release the funds to the clerk of
court to be deposited with
> the court until a court rules. Let me know. Thanks
Sammie

>
> MARY LEIGH ARNOLD, P.A.
> 749 Johnnie Dodds Blvd, Suite B
> Mt. Pleasant, S.C. 29464
> (843) 971-6053
> email: sammie@maryarnoldlaw.com

>
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> e-mail and destroy any copies, electronic, paper or
otherwise, which you may
> have of this communication.

>
>
> -----Original Message-----
> From: Michael Scarfile
[mailto:mcs@carolinaone.com]
> Sent: Thursday, October 27, 2011 2:04 PM
> To: sammie@maryarnoldlaw.com
> Subject: 94 N. Shelmore

>
> Just touching base on 94 N. Shelmore. Wanted to
know if you spoke to the
> seller and how we should proceed? The buyers
can have the contractor prepare

> a report if the buyer would like it or if you think
that would help.

>

> Michael C. Scarafile

> Carolina One Real Estate

> 4390 Belle Oaks Drive, Suite 100

> North Charleston, S.C. 29405

> (843) 202-2061(o)

> (843) 202-3061(f)

> mcs@carolinaone.com

>

>

>

Sammie Arnold

From: Michael Scarafile <mcs@carolinaone.com>
Sent: Thursday, October 27, 2011 3:52 PM
To: <sammie@maryarnoldlaw.com>
Cc: Dan Myers
Subject: Re: 94 N. Shelmore

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At this point, I will advise him to either get his own attorney or wait for bank approval and, if it is approved as is, he will still have his contract right to inspect and, if not satisfied, terminate the contract at that time. Not sure that serves anyone, but it would certainly put him in compliance with the contract.

Thanks.

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North Charleston, S.C. 29405
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mcs@carolinaone.com

On Oct 27, 2011, at 2:13 PM, "Sammie Arnold" <sammie@maryarnoldlaw.com> wrote:

- > Michael,
- > I have spoken to Seller. Buyer, Mr. Melot was suppose to get back to
- > me with his position but never has. Mr. Myers has instructed me to
- > proceed with filing a complaint. I would assume I will have to name
- > Carolina One since you hold the escrow funds. I'd rather make it easy
- > and just do an Order that directs you to release the funds to the
- > clerk of court to be deposited with the court until a court rules. Let
- > me know. Thanks Sammie
- >
- > MARY LEIGH ARNOLD, P.A.
- > 749 Johnnie Dodds Blvd, Suite B
- > Mt. Pleasant, S.C. 29464
- > (843) 971-6053
- > email: sammie@maryarnoldlaw.com
- >
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- > distribution or copying of this communication is strictly prohibited.

- > If you have received this communication in error or are not sure
- > whether it is privileged, please immediately notify us by return
- > e-mail and destroy any copies, electronic, paper or otherwise, which you may have of this communication.

>

>

> —Original Message—

> From: Michael Scarafie [<mailto:mcs@carolinaone.com>]

> Sent: Thursday, October 27, 2011 2:04 PM

> To: sammie@maryarnoldlaw.com

> Subject: 94 N. Shelmore

>

- > Just touching base on 94 N. Shelmore. Wanted to know if you spoke to
- > the seller and how we should proceed? The buyers can have the
- > contractor prepare a report if the buyer would like it or if you think that would help.

>

> Michael C. Scarafie

> Carolina One Real Estate

> 4390 Belle Oaks Drive, Suite 100

> North Charleston, S.C. 29405

> (843) 202-2061(o)

> (843) 202-3061(f)

> mcs@carolinaone.com

>

>

>



AGREEMENT TO BUY AND SELL REAL ESTATE RESIDENTIAL

1. PARTIES: This legally binding Agreement entered into on May 9th, 2012
between, Buyer(s), Bea H. Smith and [unclear], (hereinafter
called "BUYER"), and Seller(s), BT [unclear]
(hereinafter called "SELLER"). The property shall be deeded in the name(s) of: _____

THE ☐ BUYER ☐ SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE
LICENSEE.

2. PROPERTY TO BE SOLD: Subject to terms and conditions herein, Seller agrees to sell and Buyer agrees to buy
the following described property with improvements and fixtures thereon:

Lot _____ Block _____ Section _____ Subdivision _____

Address _____

Tax Map # _____ City _____ Zip 29464

County of Charleston, State of South Carolina.

Seller represents that the property is connected to ☒ public sewer system or to ☐ septic tank or to ☒ public water or to
☐ well system or to ☐ other _____

No personal property will convey as a part of this sale, except as described: microwave, window
coverings

3. CONVEYANCE SHALL BE MADE: Conveyance shall be made subject to all easements as well as covenants of
record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and
regulations. Seller agrees to convey by marketable title and deliver a proper general warranty deed, if applicable, free of
encumbrances, except as herein stated. Seller agrees to pay all statutory deed recording fees. The deed shall be delivered
at the stipulated place of closing, and transaction closed on or before 10 business days after 12:01 PM not later than
9:00 p.m. Time is of the essence. Seller and Buyer authorize their respective attorneys and the settlement agent to furnish
to Listing Broker and Selling Broker copies of the final HUD-1 settlement statement for the transaction for their review prior
to closing.

4. POSSESSION: Possession of said property will be given to Buyer at the time of closing. Seller agrees to deliver
property free of debris and in a clean condition. The property, including but not limited to, landscaping and lawn, shall be
maintained in the same condition from the effective date of this agreement until possession is delivered, ordinary wear and
tear excepted. Possession by Buyer before closing or by Seller after closing shall be subject to the terms and conditions of
a separate agreement to be executed prior to closing or occupancy.

5. PURCHASE PRICE shall be \$ 500,000.00 (Five Hundred Thousand)
dollars.

6. METHOD OF PAYMENT: Purchase price shall be paid as follows: ☐ Cash; or ☐ Subject to Financing. Financing
to be obtained by ☐ Conventional ☐ Seller ☐ VA ☐ FHA ☒ Other terms: Section 1031 Exchange + Cash

7. EARNEST MONEY: This offer is accompanied by an earnest money deposit of \$ 15,000.00
Buyer and Seller authorize Michael White, MRP real estate attys Escrow Agent, to hold and disburse earnest
money according to the terms of this agreement. Earnest money paid by ☐ Cash, ☒ Check, or ☐ Other.
Broker does not guarantee payment of a check or checks accepted as earnest money. All escrow money received shall be
deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations. At the
consummation of this sale, the earnest money deposit shall be credited to the Buyer.

[Signature] BUYER ☐ BUYER ☐ SELLER [Signature] SELLER HAVE READ THIS PAGE

THE PARTIES UNDERSTAND THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, THE ESCROW AGENT HOLDING THE EARNST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

8. **LOAN PROCESSING AND APPLICATION:** Buyer's obligation under this agreement is contingent on Buyer obtaining said loan. Buyer shall apply for a maximum 71% loan (loan-to-value ratio) within _____ consecutive days from the execution of this Agreement and shall provide Seller with written satisfactory loan approval within _____ consecutive days that contains no credit, income, or asset conditions, unless otherwise set forth in this contract. Time is of the essence. Should the Buyer fail to make loan application or receive approval within said period, and to diligently pursue the application, the Seller shall have the option to terminate this Agreement, with written notice. Buyer also agrees to provide all documents or information requested by the lending company in a prompt and timely manner. Buyer will take any action that is needed or requested by Lender to process the loan application. Buyer further hereby gives permission to Lender to disclose pertinent information concerning the Buyer's credit-worthiness or any other information needed for the loan processing to the listing or cooperating broker(s) or agent(s). If Buyer fails to comply with these above contingencies, Buyer shall be in default of this agreement subject to the terms of paragraph 16. FHA Mortgage Insurance ☐ will ☐ will not be added to the mortgage. VA funding fee ☐ will ☐ will not be added to the mortgage.

9. **CLOSING COSTS:** Unless otherwise agreed, closing costs, including all loan charges and prepaid recurring items, shall be paid as follows:

(a) SELLER shall provide or pay for preparation of deed, any recording charge based on value of property, and all costs necessary to deliver a marketable title, including recording of satisfactions and property taxes to the day of closing.
(b) BUYER shall pay, unless otherwise agreed herein, the cost of the Buyer's credit report, property insurance, appraisal, survey, cost of obtaining loan, discount points, title examination, escrow deposits, and prepaid expenses. The Buyer shall also pay, if applicable, Interim Interest and mortgage insurance premium or VA funding fee. Buyer's hazard insurance policy shall provide coverage as required by lender. Other terms: _____

10. **HOME PROTECTION PLAN COVERAGE:** Both parties understand that a third party home warranty Plan ☒ will ☐ will not be issued at closing. If applicable, the warranty premium will be paid at closing by the ☐ Buyer or ☒ Seller not to exceed \$ _____.

11. **EXPIRATION OF OFFER:** The offer from Buyer shall be withdrawn at 5 o'clock P. M. on Tuesday, May 15, 2012 unless accepted or countered by Seller in written form prior to such time. Time is of the essence.

12. **EXTENSION AGREEMENT:** If the transaction has not closed within the stipulated time limit because a contingency has not been satisfied through no fault of either party, then both parties agree to extend this agreement for a period not to exceed 90 consecutive days from the original closing date. Closing shall occur within this time extension, but in no event shall closing occur later than the above extension date. Time is of the essence.

13. **ADJUSTMENTS:** Taxes, water, all sewer assessments, sewer charges, fuel oil, rents as when collected, insurance premiums, if applicable, and other assessments, including homeowner's association fees, shall be adjusted as of the date of closing. Tax proration pursuant to this Agreement are to be based on the tax information available on the date of closing, and are to be prorated on that basis. BUYER TO BE RESPONSIBLE FOR APPLYING FOR ANY APPLICABLE TAX EXEMPTIONS. The ☒ Buyer or the ☐ Seller shall pay for the cost of any Certificate of Assessment, or other similar document, made available, if applicable. Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. Prorations at closing shall be final.

14. **NON-RESIDENT TAX:** Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.

15. **RISK OF LOSS OR DAMAGE:** In case the property herein referred to is destroyed wholly or partially by fire or other casualty prior to delivery of deed, Buyer or Seller shall have the option for ten (10) days thereafter of proceeding hereunder, or of terminating this Agreement.

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16. **DEFAULT:** If Buyer or Seller fails to perform any covenant of this Agreement, the other may elect to seek any remedy provided by law, including but not limited to attorney fees and actual costs incurred (as defined in paragraph 17), or terminate this Agreement with a five day written notice. If terminated, both parties shall execute a written release of the other from this contract and both shall agree to hold the Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said releases are executed or until a court of competent jurisdiction dictates legal disposition.

17. **ACTUAL COST INCURRED** shall include all costs and expenses incurred or obligated for by Buyer, Seller or Broker in an effort to consummate this sale. Such costs shall include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, and Broker's fee or commission for this sale.

18. **SURVEY, TITLE EXAMINATION, AND INSURANCE:** The Listing and Cooperating Broker(s) and their Agent(s) recommend that Buyer have a survey of the subject property made, have examination as to the title to the property, obtain owner's title insurance, and that Buyer obtain appropriate hazard insurance coverage effective with the time of closing. All hazard insurance to be canceled and new policies furnished by Buyer at closing unless otherwise stipulated in this Agreement. Flood insurance, if required by Lender at Buyer's option, shall be assigned to Buyer with permission of carrier, and premium prorated to date of closing.

19. **CONDITION OF PROPERTY:**

(A) Seller's Property Condition Disclosure Statement: (check one)

☐ Buyer and Seller agree that Seller will not complete nor provide Buyer a Seller's Property Condition Disclosure statement in accordance with South Carolina Code of Laws, as amended, Section 27-50-30, Paragraph (13).

☒ Buyer and Seller agree that a Seller's Property Condition Disclosure statement, as required by South Carolina Code of Laws, as amended, Section 27-50-10, et seq., has been provided to Buyer by Seller prior to the ratification of this agreement. If the Seller discovers, after his delivery of a disclosure statement to a Buyer, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the Seller shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the Buyer or make reasonable repairs necessitated by the occurrence before closing. Buyer understands that the Seller's Property Condition Disclosure statement is not intended to replace a professional home inspection. Buyer understands and agrees that the Seller's Property Condition Disclosure statement contains statements made solely by the Seller. The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for the accuracy of any information contained in the Seller's Property Condition Disclosure statement. The Buyer and Seller understands and agrees that the Listing and Selling Broker and all affiliated agents have fully met the requirements of Section 27-50-70 of the South Carolina Code of Laws, as amended.

(B) **Inspection:** Buyer at Buyer's expense shall have the privilege and responsibility of inspecting the structure, square footage, environmental concerns including but not limited to mold, radon gas, lead-based paint and lead-based paint hazards, wetlands study, appurtenant buildings, heating, air conditioning, electrical and plumbing systems as well as built-in appurtenant equipment or appliances. All inspections shall be completed by Buyer within 7 days of closing. In the event repairs are necessary to place the heating system, air conditioning, plumbing, and electrical system to be conveyed in operative condition and to make the roof free of leaks, and the dwelling structurally sound, the Seller shall be notified in writing of the specific defects or deficiencies within 48 hours after the inspection date mentioned above. Time is of the essence. If Buyer fails to notify Seller within this time, Buyer shall have waived any and all rights under the terms of this paragraph. If Lender's commitment requires any additional inspections or certifications, these are to be provided by Buyer.

(C) **Maintenance:** After any inspection by Buyer and after repairs, if any, made as a result of any such inspection, the Seller agrees to maintain the heating, air conditioning, plumbing, and electrical systems, as well as all appliances to be conveyed in operative condition, normal wear and tear excepted, until the day of closing or the day possession is given, whichever occurs first. Seller agrees to maintain the property, including lawn, shrubbery and grounds until the day of closing or possession, whichever occurs first.

(D) **Wood Infestation Report:** If the property to be sold has been previously occupied, ☐ The Buyer ☒ The Seller shall, at their expense, have the property inspected and shall obtain a current Wood Infestation Report (CL100) from a licensed and bonded pest control operator, on or before Time is of the essence. If Buyer is responsible for having the property inspected as indicated above, but fails to have the property inspected by this date, Buyer shall have waived any and all rights under the terms of this paragraph. The Seller makes no warranties with regard to matters covered by such report or any other improvement unless specifically stated in this agreement. If the infestation report reveals the presence of or damage by termite infestation or other wood destroying organisms, Seller shall

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remedy such deficiencies, subject to section (E) below, and shall furnish Buyer with a report of a qualified inspector that property is free from infestation or damage herein mentioned or that infestation or damage has been treated and/or repaired as appropriate in a workmanlike manner on or before closing.

If the property to be sold has not been previously occupied, Seller shall certify that the dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide the Buyer, at closing, a written certification from a licensed pest control operator.

(E) Repairs: The cost of all repairs to heating system, air conditioning, plumbing, and electrical system to be conveyed, and to make the roof free of leaks, to address environmental concerns and to make the dwelling structurally sound and provide wood infestation treatment, if any, required by section (B) and (D) above, to be paid by Seller. If the Seller refuses to make these repairs and treatment, the Buyer shall have the option to (1) accept the property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Agreement, subject to paragraph 7. The repairs to any other items are the sole responsibility of Buyer. The obligations of Seller under paragraph 19 terminate on the day of closing or on the day possession is given, whichever occurs first.

(F) Residential Dwellings Built before 1978: (check one of the following)

☐ This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards which shall be done, at the Buyer's expense, by midnight on the tenth day after ratification of this contract or by midnight on _____. (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information). This contingency will terminate at the above predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within _____ days after Delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs or if the Seller makes a counter-offer, the Buyer shall have _____ days to respond to the counter-offer or remove this contingency and take the property in "as-is" condition or this contract shall become void. Upon such termination, the earnest money deposit of Buyer shall be returned to Buyer and neither party shall have any further rights hereunder. The Buyer may remove this contingency at any time without cause; or

☒ Buyer waives the opportunity to conduct a risk assessment or inspection for lead-based paint and/or lead-based paint hazards.

(G) Megan's Law: The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that the Buyer and Seller have the sole responsibility to obtain any such information. The Buyer and Seller understand that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

(H) Disclaimer: The Buyer acknowledges the Seller, except as provided in subparagraphs (B), (C), (D), and (E) of this section, gives no guarantee or warranty of any kind, expressed or implied, as to the physical condition of the property or to the conditions of or existence of improvements, services, appliances or system thereto, or as to merchantability or fitness for a particular purpose as to the property or improvements thereof, and any implied warranty is hereby disclaimed by the Seller.

Neither Buyer nor Seller will hold Cooperating or Listing Broker responsible for any act of negligence or intent by any inspection or repair company employed by Seller or Buyer for the purposes of this agreement. The Seller is not required to make any repairs under any circumstances until Purchaser's financing has been approved.

20. APPRAISED VALUE: (check one)

☒ This agreement is not contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lenders appraisal or other appraisal as agreed, for the selling price.

☐ This agreement is contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lender's appraisal or other appraisal as agreed, for the selling price or more; if the lot or parcel with building and improvements thereon appraises for less than the selling price, the seller may elect to sell for the appraised value. In such case, the Buyer agrees to proceed with the consummation of this sale at the reduced price. However, if Seller does not agree to sell at the appraised value, the Buyer shall have the option of

BUYER ☐ BUYER ☒ SELLER ☒ SELLER HAVE READ THIS PAGE

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proceeding with the consummation of the Agreement without regard to the amount of the appraised valuation, or terminate the agreement without penalty.

21. DISCLAIMER BY BROKERS AND AGENTS: The parties acknowledge that the Listing and Cooperating Broker(s) and their Agent(s): (1) Give no guaranty or warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvement services or systems, thereto, included but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage, electric systems, and to the structure; (2) Give no warranty, express or implied, as to the merchantability or fitness for a particular purpose as to the property or such improvements thereto and any implied warranty hereby disclaimed; (3) Give no warranty as to title; (4) Give no guaranty or warranty concerning (a) any certification or inspection concerning the condition of the property, (b) any matters which would be reflected by current survey of the property, and (c) the accuracy of the published square footage of the property; (5) Buyer acknowledges that Seller and Seller's Agents have not made any oral or written commitments to Buyer regarding (a) projected income or economic benefit for Buyer from rentals; (b) rental arrangements except that Buyer may rent the unit if Buyer so desires or (c) other economic benefits to the Buyer.

22. COASTAL TIDELANDS & WETLANDS ACT: In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et seq., South Carolina Code of Laws), an Addendum will be attached to this Agreement incorporating the required disclosures at ☐ Buyer's ☐ Seller's expense.

23. MEDIATION CLAUSE. Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Buyer(s), Seller(s) or any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

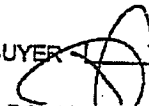
This mediation clause shall survive for a period of 120 days after the date of the closing. The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

24. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

25. ENTIRE BINDING AGREEMENT: This written instrument, including the additional terms and conditions set forth on any documents intended by the parties to be included, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties. Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein. The benefits and obligations shall inure to and bind the parties hereto and their heirs, assigns, successors, executors, or administrators. Whenever used, singular includes plural, and use of any gender shall include all.

26. FACSIMILE AND OTHER ELECTRONIC MEANS: The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the Internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

27. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, 1976, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this agreement. It is understood that Broker ☐ may ☐ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Broker will retain all interest earned in said account.

 BUYER ☐ BUYER  SELLER  SELLER HAVE READ THIS PAGE

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28. **NON-RELIANCE CLAUSE:** Both Buyer and Seller hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

29. **CONTINGENCIES:** These stipulations shall preempt printed matter herein: (attach and reference addendum if necessary) Closing must occur prior to September 1, 2012. Seller to refund all earnest money plus inspection expenses to the Buyer.

THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING, AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORM.

ALL TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT SURVIVE CLOSING UNLESS OTHERWISE SPECIFIED.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER: Lisa H Smith Date 5/9/12 Time 7pm

WITNESS: Joe W Malecki Date _____ Time _____

BUYER: _____ Date _____ Time _____

WITNESS: _____ Date _____ Time _____

SELLER: [Signature] Date _____ Time _____

WITNESS: _____ Date _____ Time _____

SELLER: Betha Thies Date _____ Time _____

WITNESS: [Signature] Date _____ Time _____

LISTING AGENT AND COMPANY _____

SELLING AGENT AND COMPANY Judy Tarleton Carriage Properties

SELLING AGENT IS PRESENTING THIS OFFER AS A ☐ BUYER'S AGENT OR ☐ SUBAGENT OF THE SELLER.

ESCROW AGENT ACKNOWLEDGMENT _____

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.

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ADDENDUM TO CONTRACT DATED 5/9/12 BETWEEN
(SELLER) AND Bea Smith (BUYER) FOR
THE PURCHASE OF 94 Shelmore, Mt Pleasant SC

IN ADDITION TO MATTER PRINTED IN THE AGREEMENT TO BUY AND SELL REAL ESTATE RESIDENTIAL, THE FOLLOWING SHALL BECOME AN INTEGRAL PART OF THE AGREEMENT TO BUY AND SELL:

ITEM 2. PROPERTY TO BE SOLD: IT IS AGREED AND UNDERSTOOD THAT ALL APPLIANCES INCLUDING BUT NOT LIMITED TO ~~WASHER, DRYER,~~ REFRIGERATOR, AND OVEN/STOVE, ALL WINDOW TREATMENTS, AND ALL LIGHT FIXTURES CONVEY TO BUYER AT CLOSING. ^{AND MATERIALS} TUB ^{ON 3RD FLOOR} CONVEYS. GRS

ITEM 19. (B) INSPECTION: INSPECTIONS TO BE SATISFACTORY TO BUYER IN BUYER'S SOLE DISCRETION. SHOULD BUYER ^{OR UNSATISFACTORY} ELECT TO TERMINATE THIS CONTRACT DUE TO UNSATISFACTORY INSPECTION REPORTS, ALL EARNST MONIES SHALL BE REFUNDED TO BUYER. GRS

ITEM 29. CONTINGENCIES: A.) IT IS AGREED AND UNDERSTOOD THAT THIS CONTRACT IS CONTINGENT UPON BUYER'S ABILITY TO OBTAIN HOMEOWNER'S AND FLOOD INSURANCE ON THE PROPERTY IN BUYER'S SOLE DISCRETION.

Joe W Maledon 5/9/12
WITNESS DATE

Bea H. Smith 5/9/12
BUYER DATE

WITNESS DATE

BUYER DATE

WITNESS DATE

[Signature]
SELLER DATE

WITNESS DATE

Bethany [Signature] 5/14/12
SELLER DATE

Short Sale Purchase Contract Addendum

Dated: _____

Bank of America 1st Loan No.: _____

Bank of America 2nd Loan No.: _____

Seller: DAVID MYERS
Print name

Buyer: _____
Print name

Seller: BETHANY THIES
Print name

Buyer: _____
Print name

Seller: _____
Print name

Buyer: _____
Print name

Seller: _____
Print name

Buyer: _____
Print name

This Addendum to Purchase Contract is entered into and is effective as of ____/____/____ by and between Seller(s) and Buyer(s) (hereinafter referred to as "the Parties") and shall be deemed to amend, modify and supplement that certain Contract dated ____/____/____ by and between Seller(s) and Buyer(s) (the "Purchase Contract").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Short Sale Purchase Contract Addendum and of the representations, warranties, conditions and promises hereinafter acknowledged, Sellers and Buyers hereby agree as follows:

1. The Parties acknowledge and agree that the Subject Property is being sold in "as is" condition.
2. The parties acknowledge and agree that the Seller may cancel this agreement prior to the ending date of the contract period without advance notice to the broker and without payment of a commission of any other consideration, if the property is conveyed via foreclosure to the mortgage insurer or the mortgage holder.
3. The Parties acknowledge and agree that the Subject Property must be sold through an "Arm's-Length" Transaction. "Arm's length" means two unrelated parties characterized by a selling price and other terms and conditions that would prevail in a typical real estate sales transaction. No party to this contract is a family member, related by blood or marriage, business associate or shares a business interest with the mortgagor (Sellers).
4. The Parties acknowledge and agree that neither the Buyers nor the Sellers nor their respective Brokers/Agents have any agreements written or oral that will permit the Seller or the Seller's family member to remain in the property as renters or regain ownership of said property at any time after the execution of the Short Sale transaction. This includes if the seller is retaining a direct or indirect ownership or possessory interest in the property and/or has a formal or informal option to obtain such as interest in the future.
5. Seller agrees to vacate the subject property within ____ days PRIOR TO closing of the transaction OR Seller agrees to vacate the subject property within ____ days after closing subject to terms as shown on the Purchase Contract.
6. The Parties acknowledge and agree that none of the parties shall receive any proceeds from this transaction.
7. The Parties acknowledge and agree the purchase contract cannot have any provisions for Assignment/Assignee and/or Option to purchase. Bank of America will NOT approve any transactions with these sales contract provisions and any such provisions are expressly deemed unapproved.
8. Buyer agrees that property cannot be sold or otherwise transferred within 30 days of closing.

Short Sale Purchase Contract Addendum

9. The Parties acknowledge and agree that, upon Bank of America's request, the Parties shall provide all material documents involved in the short payoff transaction, including but not limited to the Buyer(s)' and Seller(s)' HUD-1 Settlement Statements.
10. The Parties acknowledge and agree that this Short Sale transaction will not constitute appraisal fraud, flipping, identity theft and/or straw buying.
11. The Parties acknowledge and agree that any misrepresentation or deliberate omission of fact that would induce the Bank of America, Investor or a Mortgage Insurer to agree to the terms of a short payoff that would not have been approved had all facts been known, constitutes Short Sale Fraud and may subject the responsible Party to civil and/or criminal liability.
12. The Parties acknowledge and agree that this Addendum together, with the Sales Contract, shall constitute the entire and sole agreement between the Parties with respect to the Sale of the Subject property and supersede any prior agreements, negotiations, understandings, optional contracts or other matters, whether oral or written, with respect to the subject matter hereof. To the extent that any term or condition contained within the Short Sale Contract is contradictory or inconsistent with this Addendum, the Parties agree that this Addendum shall supersede. No alterations, modifications or waiver of any provision hereof shall be valid unless in writing and signed by Parties, FHA, VA, government agencies, any investor and/or mortgage holder hereto.

IN WITNESS WHEREOF, the parties hereby have acknowledged the terms and conditions contained in this Addendum as evidenced by the signatures appearing below:

Seller: _____
Sign name

Seller: Bethany Jones
Sign name

Seller: _____
Sign name

Seller: _____
Sign name

Buyer: A. H. Smith 5/16/12
Sign name

Buyer: _____
Sign name

Buyer: _____
Sign name

Buyer: _____
Sign name



A. Settlement Statement (HUD-1)

B. Type of Loan

1. ☐ FHA	2. ☐ RFH	3. ☐ Conv. Unins.	6. File Number: SMITH12-129	7. Loan Number:	8. Mortgage Insurance Case Number:
4. ☐ VA	5. ☐ Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.p.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Buyer: Ben H. Smith 84 N Shalmore Blvd Mt. Pleasant, SC 29484	E. Name and Address of Seller: Daniel O. Myers Bethany A. Thies 100 Park Street Traverse City, MI 49684	F. Name and Address of Lender:
G. Property Location: 84 N Shalmore Blvd Mt. Pleasant, SC 29484 Charleston County, South Carolina Lot 208 Phase II FDn TMS# 635-05-00-332	H. Settlement Agent: H. Michael White, Jr. 1478 Ben Sawyer Blvd, Suite 3 Mt. Pleasant, SC 29484 Place of Settlement: 1478 Ben Sawyer Blvd, Suite 3 Mt. Pleasant, SC 29484	I. Settlement Date: January 16, 2013 Ph. (843)849-7040

J. Summary of Buyer's transaction		K. Summary of Seller's transaction	
100. Gross Amount Due from Buyer:		400. Gross Amount Due to Seller:	
101. Contract sales price	500,000.00	401. Contract sales price	500,000.00
102. Personal property		402. Personal property	
103. Settlement Charges to Buyer (Line 1400)	3,622.08	403. Credit towards CL-100/Termite	75.00
104.		404. Credit towards CL-100/Termite	75.00
105.		405.	
Adjustments for items paid by Seller in advance		Adjustments for items paid by Seller in advance	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Buyer	503,622.08	420. Gross Amount Due to Seller	500,150.00
200. Amounts Paid by or in Behalf of Buyer		500. Reductions in Amount Due Seller:	
201. Deposit or earnest money	16,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to Seller (Line 1400)	33,613.15
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff First Mortgage to Bank of America, N.A.	435,144.71
205.		505. Payoff Second Mortgage	
206.		506.	
207.		507. (Deposit disb. as proceeds)	
208.		508.	
209.		509.	
Adjustments for items unpaid by Seller		Adjustments for items unpaid by Seller	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes 01/01/13 to 01/16/13	392.14	511. County Taxes 01/01/13 to 01/16/13	392.14
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516. Co-Op Incentive to Pay FDn Trust	368.52
217.		517. Co-Op Incentive to Daniel O. Myers and Bethany A.	2,110.48
218.		518. HIN Incentive to Daniel O. Myers and Bethany A. Th	27,500.00
219.		519.	
220. Total Paid by/for Buyer	15,362.14	520. Total Reduction Amount Due Seller	500,150.00
300. Cash at Settlement from/to Buyer		600. Cash at settlement to/from Seller	
301. Gross amount due from Buyer (line 120)	503,622.08	601. Gross amount due to Seller (line 420)	500,150.00
302. Less amount paid by/for Buyer (line 220)	(15,362.14)	602. Less reductions due Seller (line 520)	(500,150.00)
303. Cash ☒ From ☐ To Buyer	488,259.94	603. Cash ☐ To ☐ From Seller	0.00

* Paid outside of closing by borrower(s), seller(s), lender(s), or third-party(ies)

The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein

Buyer

Ben H. Smith

Seller

Daniel O. Myers

Bethany A. Thies

The Public Reporting Burden for this collection of information is estimated at 30 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide for parties to a RESPA-covered transaction with information during the settlement process.

I. Settlement Charges									
700. Total Real Estate Broker Fees	\$ 30,000.00								
Division of commission (Fee 700) as follows:									
701. \$ 15,000.00	to	Carolina One Real Estate					Paid From	Paid From	
702. \$ 15,000.00	to	Carolina Properties					Funds at	Funds at	
703. Commission paid at settlement							Settlement	Settlement	
704.									30,000.00
705.									
800. Items Payable in Connection with Loan									
801. Our origination charge	\$		(from GFE #1)						
802. Your credit or charge (points) for the specific interest rate chosen	\$		(from GFE #2)						
803. Your adjusted origination charges			(from GFE #4)						
804. Appraisal fee	to		(from GFE #3)				0.00		
805. Credit Report	to		(from GFE #3)						
806. Tax service	to		(from GFE #3)						
807. Flood certification	to		(from GFE #3)						
808.			(from GFE #3)						
809.			(from GFE #3)						
810.			(from GFE #3)						
811.			(from GFE #3)						
900. Items Required by Lender to Be Paid in Advance									
901. Daily interest charges from	to		@ 5 day (from GFE #10)						
902. MIP Tol Ins. for Life of Loan	months to		(from GFE #3)						
903. Homeowner's Insurance for	years to		(from GFE #11)						
904.			(from GFE #11)						
905.			(from GFE #11)						
1000. Reserves Deposited with Lender									
1001. Initial deposit for your escrow account			(from GFE #9)						
1002. Homeowner's Insurance	months @ \$	per month	\$						
1003. Mortgage Insurance	months @ \$	per month	\$						
1004. Property taxes			\$						
County Taxes	months @ \$	per month	\$						
1005.			\$						
1006.	months @ \$	per month	\$						
1007.	months @ \$	per month	\$						
1008.			\$						
1009.			\$						
1100. Title Charges			\$						
1101. Title services and lender's title insurance			(from GFE #4) P.O.C. \$175.00(B)*				650.00		
1102. Settlement or closing fee			\$						
1103. Owner's title insurance to Chicago Title Insurance Company - SC2428			(from GFE #5)						
1104. Lender's title insurance to Chicago Title Insurance Company - SC2428			\$				1,404.00		
1105. Lender's title policy limit	\$								
1106. Owner's title policy limit	\$	500,000.00							
1107. Agent's portion of the total title insurance premium	to HAW Title Agency		\$ 842.40						
1108. Underwriter's portion of the total title insurance premium	to Chicago Title Insurance Company - SC2428		\$ 561.60						
1109. Title Abstract or Search	to Amy Johnson		175.00 P.O.C. \$175.00(B)*						
1110. Wire Fee			\$						
1111. Sat Processing Fee			\$						
1112. Seller Representation/Doc Prep	to H. Michael White, Jr.		\$						
1113.			\$						750.00
1200. Government Recording and Transfer Charges									
1201. Government recording charges	to Charleston County Register of Deeds		(from GFE #7)				10.00		
1202. Deed \$ 10.00	Mortgage \$	Release \$	Other \$						
1203. Transfer taxes			(from GFE #8)						
1204. City/County tax/stamps	Deed \$ 1,850.00	Mortgage \$							
1205. State tax/stamps	Deed \$	Mortgage \$							1,850.00
1206.									
1207.									
1300. Additional Settlement Charges									
1301. Required services that you can shop for			(from GFE #6)						
1302.			\$						
1303. 2013 HOA Dues	to HOA Assembly Homeowners Association		\$				808.08	41.82	
1304. Estoppel Fee	to Southern Community Services, LLC		\$					85.00	
1305. HOA Assembly Transfer Fee	to HOA Assembly Homeowners Association		\$				750.00		
1306. HOA Trust Transfer Fee	to HOA Trust		\$					110.48	
1307. 2012 HOA Dues	to HOA Assembly Homeowners Association, Inc							650.00	
1308. 2012 HOA Late Fees	to HOA Assembly Homeowners Association, Inc							75.75	
1309. Pest Inspection	to Bug-X, Inc.		\$					150.00	
1400. Total Settlement Charges (enter on lines 163, Section J and 602, Section K)							5,622.08	33,615.15	

* Paid outside of closing by borrower(s), seller(s), lender(s), or third-party(ies)

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 & 3 of this three page statement.

H. Michael White, Jr., Settlement Agent

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase			
	HUD-1 Line Number		
Charges That in Total Cannot Increase More than 10%			
Government recording charges	#1201		10.00
Title services and lender's title insurance	#1101		825.00
Owner's title insurance to Chicago Title Insurance Company - SC	#1103	0.00	1,404.00
Total			2,239.00
Increase between GFE and HUD-1 Charges		\$ 2,239.00 or	0.00%
Charges That Can Change			
		Good Faith Estimate	HUD-1
Loan Terms			
Your initial loan amount is			
Your loan term is	N/A		
Your initial interest rate is	_____ %		
Your initial monthly amount owed for principal, interest and any mortgage insurance is	N/A ☒ Principal ☒ Interest ☐ Mortgage Insurance		
Can your interest rate rise?	☒ No ☐ Yes, it can rise to a maximum of _____%. The first change will be on _____ and can change again every _____ months after _____. Every change date, your interest rate can increase or decrease by _____. Over the life of the loan, your interest rate is guaranteed to never be lower than _____% or higher than _____.		
Even if you make payments on time, can your loan balance rise?	☒ No ☐ Yes, it can rise to a maximum of \$_____.		
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	☒ No ☐ Yes, the first increase can be on _____ and the monthly amount owed can rise to \$_____. The maximum it can ever rise to is \$_____.		
Does your loan have a prepayment penalty?	☒ No ☐ Yes, your maximum prepayment penalty is \$_____.		
Does your loan have a balloon payment?	☒ No ☐ Yes, you have a balloon payment of \$_____ due in _____ years on _____.		
Total monthly amount owed including escrow account payments	☒ You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. ☐ You have an additional monthly escrow payment of \$N/A that results in a total initial monthly amount owed of \$N/A. This includes principal, interest, any mortgage insurance and any items checked below: ☐ Property taxes ☐ Homeowner's Insurance ☐ Flood Insurance ☐		

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

HUD-1 Attachment

Buyer(s): Bea H. Smith
 94 N Shelmore Blvd
 Mt. Pleasant, SC 29464
Settlement Agent: H. Michael White, Jr.
 (843)848-7040
Place of Settlement: 1476 Ben Sawyer Blvd, Suite 3
 Mt. Pleasant, SC 29464
Settlement Date: January 18, 2013
Property Location: 94 N Shelmore Blvd
 Mt. Pleasant, SC 29464
 Charleston County, South Carolina
 Lot 209 Phase II
 P'On
 TMS# 535-08-00-332

Seller(s): Daniel O. Myers and Bethany A. Thies
 100 Park Street
 Traverse City, MI 49684

Seller Loan Payoff Details

Payoff First Mortgage	to Bank of America, N.A.		
Loan Payoff	438,144.71	As of 01/18/13	
Total Additional Interest		days @	Per Diem
Total Loan Payoff	<u>438,144.71</u>		

Title Services and Lender's Title Insurance Details

	BORROWER	SELLER
Title Commitment to H. Michael White, Jr.	100.00	
Attorney's Fee to H. Michael White, Jr.	350.00	
Courier Fee to H. Michael White, Jr.	25.00	
Reimbursement for Abstract to H. Michael White, Jr.	175.00	
Title Abstract or Search to Amy Johnson	P.O.C.\$175.00(B)*	
Total	<u>\$ 650.00</u>	<u>\$ 0.00</u>

Owner's Title Insurance

	BORROWER	SELLER
Owner's Policy Premium to Chicago Title Insurance Company - SC2426	1,404.00	
Total	<u>\$ 1,404.00</u>	<u>\$ 0.00</u>

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

(SMITH12-188.PFD/SMITH12-189/55)

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

WELLS FARGO BANK, N.A., AS
TRUSTEE FOR THE
CERTIFICATEHOLDERS OF BANK OF
AMERICA MORTGAGE SECURITIES,
INC. MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-E,

PLAINTIFF,

v.

DANIEL O. MYERS; BETHANY A.
THIES AND BANK OF AMERICA, N.A.,

DEFENDANTS.

DANIEL O. MYERS AND BETHANY A.
THIES,

THIRD-PARTY PLAINTIFFS,

v.

AUBIE MELOT, JOHN MELOT, AND
CAROLINA ONE REAL ESTATE,

THIRD-PARTY DEFENDANTS.

) COURT OF COMMON PLEAS
) NINTH JUDICIAL CIRCUIT
) CASE No.: 2012-CP-10-1160

AFFIDAVIT OF JOHN MELOT

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2014 SEP -5 PM 4:25

FILED

PERSONALLY APPEARED before me, John Melot, being first duly
sworn, deposes and says that:

1. The contents of this statement are true and stated under the penalty of perjury.
2. I am competent to make this affidavit.
3. My wife, Aubie Melot ("Aubie"), and I began our home search in the summer of 2011 as a result of a house fire, which destroyed our previous home.
4. In early August 2011, we were in Utah for Aubie's cancer treatments.
5. Aubie and I contacted real estate agent Nancy Hoy ("Hoy") of Carolina One Real Estate about a new short sale listing for the property at 94 North Shelmore Boulevard in Mount Pleasant, South Carolina (the "Property"). Discussions began with Hoy as We gathered more information about the Property.
6. On August 10, 2011, while the we were still out of state, Hoy sent an "Agreement to Buy and Sell Real Estate" (the "Contract").
7. We discussed the advantages and disadvantages of a short sale with Hoy, and of moving forward with an offer without being able to see the house in person.
8. Hoy assured Aubie and I that prior to bank approval of the transaction, we would be able to terminate the Contract.
9. We executed the Contract.
10. On August 17, 2011, Aubie and I flew back to South Carolina.

11. The next day, we saw the Property and were not entirely satisfied with the condition. In response, Hoy sent Aubie and me five additional listings to consider as alternatives.

12. On September 3, 2011, Hoy sent another listing for Aubie and I to consider.

13. On October 4, 2011, prior to the bank's approval of the short sale, we withdrew our offer on the Property.

14. Hoy communicated our intent to withdraw to Third-Party Plaintiffs Daniel Myers and Bethany Theis (the "Sellers"), and sent us ten additional listings for our consideration.

15. The Sellers expressed to Hoy their displeasure with the deal falling through. Hoy explained in an email that "up until closing anything is possible. Even if these folks hung in there and waited for [third] party approval, they could still decide not to move forward based on inspection results." (Ex. 2 at 1).

16. The Sellers felt that the contract was binding on Aubie and me and refused to sign a release so that we could receive our \$7,000.00 in earnest money.

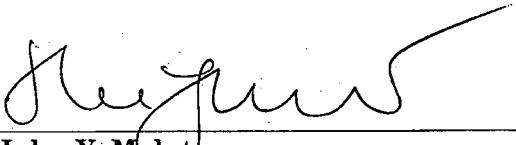
17. The Sellers later made a demand of the earnest money, which we refused.

18. Wells Fargo Bank instituted foreclosure proceedings against the Sellers.

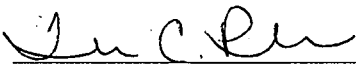
19. In response, the Sellers filed a third-party complaint against us alleging breach of contract, fraud, and negligent misrepresentation. .

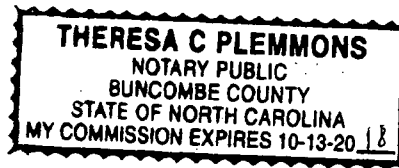
20. We filed an answer and cross-claim against Carolina One Real Estate for breach of fiduciary duty, promissory estoppel, negligence, and negligent misrepresentation.

7-8-14
Date


John Y. Melot

Sworn to and subscribed before
me this 8th day of July
2014.


Notary Public for North Carolina
My Commission Expires: 10-13-18



The State of South Carolina
In The Court of Appeals

Appeal from Charleston County
Court of Common Pleas

Maité Murphy, Circuit Court Judge

Appellate Case No.: 2015-001748

Wells Fargo Bank N.A., as
trustee for the Certificate
holders of Banc of America
Mortgage Securities, Inc.,
Mortgage Pass-Through
Certificates, Series 2005-E,

v.

Daniel O. Myers, Bethany A.
Theis and Bank of America
N.A., Defendants, Daniel O.
Myers and Bethany A.

Respondents

v.

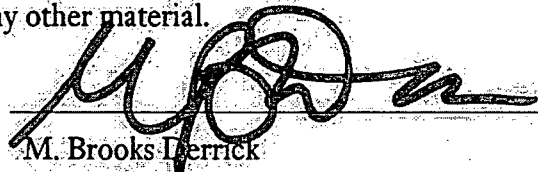
Aubie Melot, John Melot and
Carolina One, LLC, Third-
Party Defendant of whom
John Melot is the Appellant.

Appellant

Certificate of Compliance

I certify that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

August 3, 2016



M. Brooks Derrick
Law Office of M. Brooks Derrick
PO Box 967
224 NE Main Street
Simpsonville, SC 29681
(864) 881-2281

Attorney and Counselor for Appellant

Other Counsel of Record:
Mary Leigh Arnold
749 Johnnie Dodds Blvd., Suite B
Mt. Pleasant, South Carolina 29464
Attorney for Respondents

RECEIVED

AUG 24 2016

SC Court of Appeals