

5
VOLUME II

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM OCONEE COUNTY
COURT OF COMMON PLEAS
Ellis B. Drew, Master in Equity

Case No. 2014-CP-37-00143
Appellate Case No.: 2015-001860

Polly Thompson,..... Respondent,
v.
Cathy Swicegood,..... Appellant.

RECORD ON APPEAL

Ms. Margaret A. Chamberlain
Chamberlain Law Firm, LLC
600 Pettigru Street
Greenville, SC 29601

Melissa H. Moore
PO Box 524

Fountain Inn, SC 29644
(864) 300-4828
Counsel for Respondent

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114 Whitsett Street
Greenville, SC 29601
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Post Office Box 1633
Spartanburg, SC 29304

Counsel for Appellant

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Island Club Property

Unit 3203, 85 Folly Field Road, Hilton Head, South Carolina 29928

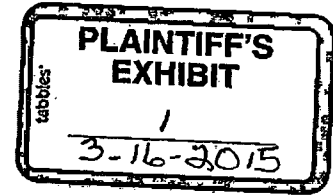


TABLE CONTENTS FOR ISLAND CLUB PROPERTY

Property Address

Unit 3203
85 Folly Field Road
Hilton Head, South Carolina 29928

Description of Property: Vacation Condominium/ Rental Property

1. Purchase

A. **Purchase Date:** June 14, 2013

B. **Purchase price:** \$372,500.00

C. **Appraised Value May, 2013:** \$375,000.00

D. **Money paid at closing by Polly Thompson:** \$102,361.55

E. **Documents provided:**

- i. Appraisal dated May 15, 2013
- ii. HUD Settlement Statement from closing
- iii. Summary reflecting:
 - a. Polly Thompson's GrandSouth Statement showing wire transfer for down payment in the amount of \$87,361.55
 - b. Earnest checks numbered 3162 for \$2,000.00 and 3170 for \$13,000.00 paid by Polly Thompson
- iv. Deed

2. Mortgage and Note

A. **Loan Amount:** \$279,375.00

B. **Payoff as of March 17, 2015:** \$269,100.57

C. **Mortgage/ Escrow payments:** \$1731.56 per month (\$865.78 paid twice a month by Polly Thompson)

D. **Total Payments Paid By Polly Thompson to Date:** \$37,214.48

E. **Documents Provided:**

- i. Mortgage Note in Polly Thompson's name dated June 14, 2013
- ii. Summary reflecting:
 - a. BB&T Statements showing debit from Polly Thompson's account for mortgage from July 2013 to November 2013
 - b. BB & T Statement of Account showing debits from Polly Thompson's account for all mortgage payments from December, 2013 to Present
- iii. Wells Fargo Mortgage Interest Statements for 2013 and 2014 in Polly Thompson's name

3. Regime Fees

A. Regime Fees: \$402.00 per month

B. Total Regime Payments Paid By Polly Thompson to Date: \$7598.00

C. Documents Provided:

i. Summary reflecting:

- a. Check number's 3203, 3208, 3212, and 3219 for Regime Fees paid by Polly Thompson from August, 2013 to November, 2013, totaling \$1568.00
- b. BB&T Statement of Account showing debits from Polly Thompson's account for all Regime Fees from December, 2013 to Present totaling \$6030.00

4. Insurance Premiums

A. Total Premiums Paid By Polly Thompson To Date: \$4547.00

B. Documents Provided:

i. Summary reflecting:

- a. Check Number 1041 in the amount of \$2310.00 for 2014 annual insurance premium paid by Polly Thompson from her GrandSouth account
- b. Check Number 1091 in the amount of \$2237.00 for 2015 annual insurance premium

5. Annual Tennis and Fitness Assessment Fee and Annual Cable and Internet Fee

A. Annual Tennis and Fitness Assessment Fee: \$771.00

B. Annual Cable and Internet Fee: \$660.00

C. Total Fees Paid By Polly Thompson To Date: \$2807.00

D. Documents Provided:

i. Summary reflecting:

- a. Check number 1036 in the amount of \$756.00 for 2014 Annual Tennis and Fitness Assessment Fee
- b. Check number 1084 in the amount of \$771.00 for 2015 Annual Tennis and Fitness Assessment Fee
- c. Check number 3204 in the amount of \$620.00 for August, 2013-July, 2014, Annual Cable and Internet Fee
- d. Check number 1063 in the amount of \$660.00 for August, 2014-July, 2015, Annual Cable and Internet Fee

6. Utilities (Power, Phone and Internet)

A. Average Costs Per Month For Power in 2014: \$128.33

B. Costs Per Month For Hargray Phone and Internet: \$40.00

C. Total Utilities Paid By Polly Thompson To Date: \$3378.00

D. Documents Provided:

i. Summary reflecting:

- a. BB&T Statement of Account showing debits from Polly Thompson's account for power from July, 2013 to present totaling \$2610.00
- b. BB&T Statement of Account showing debits from Polly Thompson's account for Phone and Internet from August, 2013 to present totaling \$768.00

7. Maintenance and Labor Costs

A. Maintenance and Labor Costs Paid By Polly Thompson to Date: ~~\$8912.81~~
\$6,573.00

B. Documents Provided:

- i. Summary reflecting:
 - a. Check Numbers ~~3163~~, 3191, 3202, 3209, and 3217 paid to or on behalf of Cathy Swicegood for labor and materials totaling \$3750.00
 - b. Check Number 3195 in the amount of \$420.00 to AMS Contractors
 - c. ~~Check Number 3214 in the amount of \$339.00 to Critter Control~~
 - d. Check Number 1065 in the amount of \$90.00 to Don Simmons for plumbing services
 - e. Check number 1068 in the amount of \$925.00 to D & D Maintenance and Construction for plumbing repair
 - f. Check number 1088 in the amount of \$121.00
 - g. Receipt from Lowes in the amount of \$1,267.81 for new washer and dryer for condominium

8. Rental Income:

- A. Total rental income for 2013: \$9,667.32
- B. Total rental income for 2014: \$12,335.51
- C. Total rental income to date: \$22,002.83

D. Documents Provided:

- i. Summary reflecting:
 - a. 2013 Unit Income and Expense Activity report
 - b. Owner Statement from December 2013 to January, 2015
- ii. Condominium Rental Webpage
- iii. Booking Summary for 12/01/2013 thru 12/31/2015

9. Financial Breakdown and Summary

Fair Market Tax Value:	\$389,700.00
Mortgage Loan Balance:	<u>\$269,100.57</u>
Estimated Equity:	\$120,599.43

Total Amounts Paid by Polly Thompson to date: ~~-\$144,816.01~~ \$142,477.01

Purchase

SOLIDIFI
HOMEOWNERS MORTGAGE ENTERPRISES INC
2530 DEVINE STREET
COLUMBIA, SC 29205

File Number: 13ML-THOMPSON POLLY

Dear Client:

In accordance with your request, I have appraised the real property at.

85 FOLLY FIELD ROAD
HILTON HEAD ISLAND, SC 29928

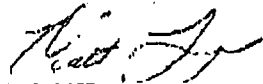
The purpose of this appraisal is to develop an opinion of the market value of the subject property, as improved.
The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the market value of the property as of May 15, 2013 is

\$375,000
Three Hundred Seventy-Five Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions,
final opinion of value, descriptive photographs, limiting conditions and appropriate certifications

Respectfully submitted,



MATT LOGEE
STATE CERTIFIED RESIDENTIAL REAL ESTATE APPRAISER

It has been a pleasure assisting you.

If I may be of further service to you in the future, please let me know.



A. Settlement Statement (HUD-1)

Type of Loan ☐ FHA ☐ RHS ☒ Conv Unins ☐ VA ☐ Conv Ins		6. File Number THOMPSON	7. Loan Number 1215715	8. Mortgage Insurance Case Number
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.o.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 Borrower: Polly A. Thompson and Cathy J. Swicegood 14 Woodhedge Court Mauldin, SC 29662		E. Name and Address of Seller: Monica M. Landino Revocable Trust dated 4/16/01 22478 Woodfield Trail Strongsville, OH 44149		F. Name and Address of Lender: Homeowners Mortgage Enterprises, Inc. 2530 Devine Street Columbia, SC 29205
G. Property Location: 85 Folly Field Road, Unit 3203 Hilton Head Island, SC 29928 Beaufort County, South Carolina Unit 1CS 203(S), Island Club HPR II		H. Settlement Agent Parrella Law Firm, LLC 4 Dunmore Ct., Bldg. A, Ste. 103 Hilton Head, SC 29926 Place of Settlement: 4 Dunmore Ct., Bldg. A, Ste. 103 Hilton Head, SC 29926		I. Settlement Date: June 14, 2013 Ph. (843)715-9455
J. Summary of Borrower's transaction		K. Summary of Seller's transaction		
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller		
101. Contract sales price 372,500.00		401. Contract sales price 372,500.00		
102. Personal property		402. Personal property		
103. Settlement Charges to Borrower (Line 1400) 9,158.07		403.		
104.		404.		
105. July/August Regime Fee to Island Club of Hilton He 784.00		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. Regime Insurance 06/15/13 to 02/01/14 1,428.50		409. Regime Insurance 06/15/13 to 02/01/14 1,428.50		
110. See Prorations Summary 286.16		410. See Prorations Summary 286.16		
111.		411.		
112.		412.		
120. Gross Amount Due from Borrower 384,154.73		420. Gross Amount Due to Seller 374,200.00		
200. Amounts Paid by or in Behalf of Borrower		500. Reductions in Amount Due Seller:		
201. Deposit or earnest money 15,000.00		501. Excess deposit (see instructions)		
202. Principal amount of new loan(s) 279,375.00		502. Settlement charges to Seller (Line 1400) 26.90		
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to		
204.		504. Payoff First Mortgage to First Federal 66,100.00		
205.		505. Payoff Second Mortgage		
206. Appraisal Deposit Credit 450.00		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 06/15/13 1,964.18		511. County Taxes 01/01/13 to 06/15/13 1,964.18		
212. Assessments to		512. Assessments to		
213.		513.		
214.		514.		
215.		515.		
216.		516.		
217.		517. Non-Resident SC Withholding to SC Dept of Revenue 20.50		
218.		518. Repairs to George Edwards 40.00		
219.		519.		
Total Paid by/for Borrower 296,789.18		520. Total Reduction Amount Due Seller 116,000.00		
300. Cash at Settlement from/to Borrower		600. Cash at settlement to/from Seller		
301. Gross amount due from Borrower (line 120) 384,154.73		601. Gross amount due to Seller (line 420) 374,200.00		
302. Less amount paid by/for Borrower (line 220) (296,789.18)		602. Less reductions due to Seller (line 520) (116,000.00)		
303. Cash ☒ From ☐ To Borrower 87,365.55		603. Cash ☒ To ☐ From Seller 258,154.73		

*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

Borrower

Polly A. Thompson
Polly A. Thompson
Cathy J. Swicegood
Cathy J. Swicegood

Seller

Monica M. Landino Trustee of the
Monica M. Landino Revocable Trust
dated April 16, 2001

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

Parrella Law Firm, LLC
Parrella Law Firm, LLC, Settlement Agent

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 & SECTION 1010

The Public Reporting Burden for this collection of information is estimated at 35 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 claimed; this disclosure is mandatory. This is designed to provide the parties to a RESPA-covered transaction with information during the settlement process.

L. Settlement Charges

700. Total Real Estate Broker Fees	\$ 24,212.50			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows					
701 \$ 11,175.00	to Charter I Realty & Marketing				
702 \$ 13,037.50	to Charter I Realty North				
703	Commission paid at settlement				24,212.50
704					
705					
800. Items Payable in Connection with Loan					
801 Our origination charge	\$ 658.00	(from GFE #1)			
802 Your credit or charge (points) for the specific interest rate chosen	\$ 560.00	(from GFE #2)			
803 Your adjusted origination charges		(from GFE #A)		1,218.00	
804 Appraisal fee	to HME for Solidifi	(from GFE #3)		570.00	
805 Credit Report	to	(from GFE #3)			
806 Tax service	to HME for Mortgage Servicer	(from GFE #3)		80.00	
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 06/14/13 to 07/01/13 17 @ \$30.07/1600/day	(from GFE #10)		511.22		
902 Mortgage insurance premium for months to	(from GFE #3)				
903 Homeowner's insurance for 1.0 years to Carolina Heritage Insurance	(from GFE #11)		585.12		
904	(from GFE #11)				
905	(from GFE #11)				
1000. Reserves Deposited with Lender					
1001 Initial deposit for your escrow account	(from GFE #9)		3,112.48		
1002 Homeowner's insurance 3.000 months @ \$ 48.76 per month	\$ 146.28				
1003 Mortgage insurance	months @ \$ per month	\$			
1004 Property taxes		\$			
1005		\$			
1006 County Property Taxes 9.000 months @ \$ 362.08 per month	\$ 3,258.72				
1007	months @ \$ per month	\$			
1008		\$			
1009 Aggregate Adjustment		\$ -292.52			
1100. Title Charges					
1101 Title services and lender's title insurance	(from GFE #4)		1,025.00		
1102 Settlement or closing fee		\$			
1103 Owner's title insurance to Gaucha Title Insurance Agency	(from GFE #5)		1,064.00		
1104 Lender's title insurance to Gaucha Title Insurance Agency		\$ 100.00			
1105 Lender's title policy limit	\$ 279,375.00				
1106 Owner's title policy limit	\$ 372,500.00				
1107 Agent's portion of the total title insurance premium to Gaucha Title Insurance Agency	\$ 710.40				
1108 Underwriter's portion of the total title insurance premium to First American Title Insurance Company	\$ 473.60				
1109	\$				
1110	\$				
1111 Seller's Atty Fee	to Going Law Firm	\$			500.00
1112 Trust Review/Doc Prep	to Going Law Firm	\$			250.00
1113 Trust Certificate	to Going Law Firm	\$			100.00
1200. Government Recording and Transfer Charges					
1201 Government recording charges	to Beaufort County Register of Deeds	(from GFE #7)	41.00		
1202 Deed \$ 10.00 Mortgage \$ 31.00 Releases \$	Other \$				
1203 Transfer taxes	to Beaufort County Register of Deeds	(from GFE #8)	931.25		
1204 City/County tax/stamps	Deed \$ 931.25 Mortgage \$				
1205 State tax/stamps	Deed \$ 1,378.25 Mortgage \$				1,378.25
1206 Record Trust Cert	to Beaufort County Register of Deeds				
1207 Record Corrective Deed	to Beaufort County Register of Deeds				
1300. Additional Settlement Charges					
Required services that you can shop for	(from GFE #6)				
1303 CL-100	to Orkin	\$			250.00
1304		\$			
1305 Regime Processing Fee	to Island Club of Hilton Head	\$			100.00
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			9,158.07		25,000.00

* Paid outside of closing by borrower (B), seller (S), lender (L), or third-party (T)

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 & 3 of this three page statement.

Parrella Law Firm, LLC, Settlement Agent

Certified to be a true copy.

HUD-1 Attachment

Borrower(s): Polly A. Thompson and Cathy J

Swicegood
14 Woodhedge Court
Mauldin, SC 29662

Seller(s): Monica M. Landino Trust dated 4/9/01

22476 Woodfield Trail
Strongsville, OH 44149

Lender: Homeowners Mortgage Enterprises, Inc.

Settlement Agent: Parrella Law Firm, LLC
(843)715-9455

Place of Settlement: 4 Dunmore Ct, Bldg. A, Ste. 103
Hilton Head, SC 29926

Settlement Date: June 14, 2013

Property Location: 85 Folly Field Road, Unit 3203
Hilton Head Island, SC 29928
Beaufort County, South Carolina
Unit 1CS 203(S),
Island Club HPR II

Additional Adjustments For Items Paid By Seller In Advance (Borrower Debit)

Description	Amount	From/Through	Prorated Amount
Regime Insurance	2,254.00	02/01/13 through 01/31/14	1,426.50
		Total Line 109/409	1,426.50
Regime Cable	610.00	08/01/12 through 07/30/13	77.00
June Regime Fee	392.00	06/01/13 through 06/30/13	209.00
		Total Line 110/410	286.00

Borrower Loan Payoff Details

July/August Regime Fee to Island Club of Hilton Head

Loan Payoff As of
Total Additional Interest days @ Per Diem

Total Loan Payoff 784.00

Seller Loan Payoff Details

Payoff First Mortgage to First Federal

Loan Payoff 66,085.09 As of 06/14/13
Total Additional Interest 49.40 4 days @ 12.350000 Per Diem

Total Loan Payoff 66,134.49

Adjusted Origination Charge Details

Origination Charge

to Homeowners Mortgage Enterprises, Inc.

658.00
Total \$ 658.00

Origination Credit/Charge (points) for the specific interest rate chosen

Credit/Charge to Homeowners Mortgage Enterprises, Inc.

560.00
Total \$ 560.00

Adjusted Origination Charges \$ 1,218.00

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.

(THOMPSON.PFD/THOMPSON/3)

Reserves Deposited with Lender

Homeowner's Insurance	146.26
3.000 at 48.76 per month	
County Property Taxes	3,258.74
9.000 at 362.08 per month	
Aggregate Adjustment	-292.54

Total \$ 3,112.46**Title Services and Lender's Title Insurance Details**

BORROWER

SELLER

Atty's Fee	600.00	
to Parrella Law Firm, LLC		
Title Search	200.00	
to River Title, Inc.		
Title Commitment	75.00	
to Gaucho Title Insurance Agency		
Final Title Update	50.00	
to River Title, Inc.		
Lender's title insurance	100.00	
to Gaucho Title Insurance Agency		

Total \$ 1,025.00 \$ 0.00**Owner's Title Insurance**

BORROWER

SELLER

Owner's Policy Premium	1,084.00	
to Gaucho Title Insurance Agency		

Total \$ 1,084.00 \$ 0.00**Lender's Title Insurance**

BORROWER

SELLER

*fees also shown above in Title Services and Lender's Title Insurance Details

Lender's Policy Premium	100.00	
to Gaucho Title Insurance Agency		

Total \$ 100.00 \$ 0.00

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.

(THOMPSON.PFD/THOMPSON/3)

	Purchase Monies Paid by Polly Thompson	Paid	Check # or Debit
4/17/2013	Earnest Money Payment #1	\$2,000.00	3162
5/6/2013	Earnest Money Payment #2	\$13,000.00	3170
6/14/2013	Amount Paid at Closing by Electronic Transfer	\$87,361.55	
		<u>\$102,361.55</u>	

RECORDED
2013 Jul-01 12:59 PM

Sharon G. Bunn
BEAUFORT COUNTY AUDITOR

Prepared By:
Robert L. Goling, Esq.
8 Lafayette Place, Suite 103
Hilton Head, SC 29926
The Goling Law Firm
File No.: 0809.01

BEAUFORT COUNTY SC - ROD
BK 03248 PGS 2985-2987
FILE NUM 2013034775
06/18/2013 03:20:05 PM
REC'D BY C WARREN RCPT# 714312
RECORDING FEES 10.00
County Tax 409.75
State Tax 968.50
Transfer Tax 931.25

ADD DMP Record 6/28/2013 10:57:55 AM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R510	009	000	0775	0029	00

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

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that MONICA M. LANDINO, TRUSTEE OF THE MONICA M. LANDINO REVOCABLE TRUST DATED APRIL 16, 2001 (the "Grantor"), in the State aforesaid, for and in consideration of the sum of Three Hundred Seventy-Two Thousand Five Hundred and 00/100 Dollars (\$372,500.00), unto me paid by POLLY A. THOMPSON AND CATHY J. SWICEGOOD (the "Grantee(s)"), in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release, subject to the easements, restrictions, reservations and conditions set forth in the legal description below, unto the said Polly A. Thompson and Cathy J. Swicegood, as joint tenants with right of survivorship and not as tenants in common, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

All that certain condominium unit lying and being on Hilton Head Island, Beaufort County, South Carolina, and being known as UNIT NO. 1CS 203(S) of the ISLAND CLUB HORIZONTAL PROPERTY REGIME II, and being more fully described by reference to the Master Deed of Andrick Development Corporation, establishing said Horizontal Property Regime, said Deed being dated the 2nd day of September, 1977, and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 254 at Page 1056.

ALSO, all the rights, privileges and common elements appertaining to the above described unit, as set forth in the By-Laws of the Island Club Horizontal Property Regime II.

AND ALSO, a 1/196 interest in that certain 2.834 acre tract designated as "Tennis Facilities to be constructed" on a plat thereof recorded in Plat Book 26 at Page 97 in the Office of the Register of Deeds for Beaufort County, South Carolina.

BEACH PROTECTION ACT DISCLOSURE

The property which is the subject of this Deed is located, in whole or in part, seaward of the Setback Line as established by the South Carolina Coastal Council and S.C. Code Sections 48-39-

270 through 360, as amended effective June 25, 1990 ("Beach Protection Act" or "the Act"). As required by Section 48-39-3360 of the Act, the following information concerning the location and circumstances of the Property is hereby disclosed:

The proximity and location of the Setback Line, the Base Line and the Velocity Zone applicable to the Property area as shown on that certain plat of survey of Island Club Regimes I, II & III, dated November, 1988, prepared by T-Square Group, Inc., South Carolina Registered Land Surveyor No. 4922, bearing Job number 88-288 CCL, which plat depicts the disclosure information required by the Act, a copy of said plat having been given to the Grantee, which is acknowledged by Grantee's acceptance of this deed. The seaward corners of habitable structures upon the property, if any and the most recently published annual erosion rate made available by the South Carolina Coastal Council are also depicted upon such plat. Reference must be made to the Act itself regarding the significance of these lines and disclosures, as well as the potential for movement and relocation of the lines in the future.

SUBJECT to those certain Protective Covenants and Restrictions recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 254 at Page 1053.

THIS being the same property conveyed to Monica M. Landino, Trustee of The Monica M. Landino Revocable Trust, dated April 16, 2001, by Deed of Monica M. Landino dated _____ and recorded on 6-18-13 in the Office of the Register of Deeds for Beaufort County in Book 3248 at Page 2982.

Tax Map #: R510 009 000 0775 0029

Property Address: 85 Folly Field #3203, Hilton Head Island, SC 29928

Grantee(s) Address: 14 Woodhedge Court, Mauldin, SC 29662

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Polly A. Thompson and Cathy J. Swicegood, as joint tenants with right of survivorship and not as tenancy in common, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind herself and her heirs and assigns, to warrant and forever defend all and singular the said premises unto the said Polly A. Thompson and Cathy J. Swicegood, as joint tenants with right of survivorship and not as tenants in common, their heirs and assigns, against the Grantor's heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF my Hand and Seal this 13 day of June, 2013.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Maureen J. Kuster
1st Witness

Monica M. Landino (L.S.)
Monica M. Landino, Trustee of the Monica M.
Landino Revocable Trust Dated April 16, 2001

Amanda R. Ptak
2nd Witness/Notary Public

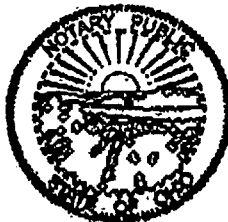
STATE OF Ohio
COUNTY OF Cuyahoga

ACKNOWLEDGMENT
under S.C. Code § 30-5-30(c)

I, the undersigned notary public, do hereby certify that the within Monica M. Landino, Trustee of the Monica M. Landino Revocable Trust dated April 16, 2001, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness to before me this
13 day of June, 2013.

Amanda R. Ptak
Notary Public for Ohio
My Commission Expires: Nov. 21st, 2015



AMANDA R PTAK
Notary Public, State of Ohio
My Commission Expires
November 21, 2015

(SEAL)

File # 0809.01

Mortgage and Note

NOTE

June 14, 2013
[Date]

HILTON HEAD ISLAND
[City]

MIN 1000361-0001215715-6
MERS TELEPHONE: (888) 679-6377
SOUTH CAROLINA
[State]

85 FOLLY FIELD ROAD #3203, HILTON HEAD ISLAND, SOUTH CAROLINA 29928
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$279,375.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is HOMEOWNERS MORTGAGE ENTERPRISES, INC. NMLS #154698. I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 3.875%.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the FIRST day of each month beginning on August 1, 2013. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on July 1, 2043, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. BOX 5567, COLUMBIA, SOUTH CAROLINA 29250 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$1,313.72.

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

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

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

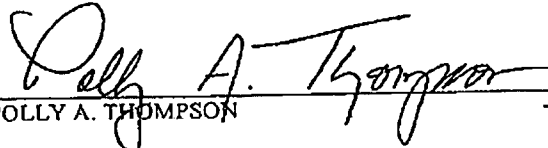
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which

Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower

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

Borrower

 (Seal)
POLLY A. THOMPSON -Borrower

[Sign Original Only]

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Page 3 of 3

Form 3200 1/01

SN (1001).01

**Mortgage and Note Paid by Polly
Thompson**

		Paid	Check # or Debit
7/31/2013	Mortgage with Escrow	\$1,724.56	Debit
8/30/2013	Mortgage with Escrow	\$1,724.56	Debit
9/6/2013	Mortgage with Escrow	\$865.78	Debit
9/20/2013	Mortgage with Escrow	\$865.78	Debit
10/4/2013	Mortgage with Escrow	\$865.78	Debit
10/18/2013	Mortgage with Escrow	\$865.78	Debit
11/15/2013	Mortgage with Escrow	\$865.78	Debit
11/29/2013	Mortgage with Escrow	\$865.78	Debit
12/13/2013	Mortgage with Escrow	\$865.78	Debit
12/27/2013	Mortgage with Escrow	\$865.78	Debit
1/10/2014	Mortgage with Escrow	\$865.78	Debit
1/24/2014	Mortgage with Escrow	\$865.78	Debit
2/7/2014	Mortgage with Escrow	\$865.78	Debit
2/21/2014	Mortgage with Escrow	\$865.78	Debit
3/7/2014	Mortgage with Escrow	\$865.78	Debit

3/21/2014	Mortgage with Escrow	\$865.78	Debit
4/4/2014	Mortgage with Escrow	\$865.78	Debit
4/18/2014	Mortgage with Escrow	\$865.78	Debit
5/2/2014	Mortgage with Escrow	\$865.78	Debit
5/16/2014	Mortgage with Escrow	\$865.78	Debit
5/30/2014	Mortgage with Escrow	\$865.78	Debit
6/3/2014	Mortgage with Escrow	\$865.78	Debit
6/27/2014	Mortgage with Escrow	\$865.78	Debit
7/11/2014	Mortgage with Escrow	\$865.78	Debit
7/25/2014	Mortgage with Escrow	\$865.78	Debit
8/8/2014	Mortgage with Escrow	\$865.78	Debit
8/22/2014	Mortgage with Escrow	\$865.78	Debit
9/5/2014	Mortgage with Escrow	\$865.78	Debit
9/19/2014	Mortgage with Escrow	\$865.78	Debit
10/3/2014	Mortgage with Escrow	\$865.78	Debit
10/17/2014	Mortgage with Escrow	\$865.78	Debit
10/31/2014	Mortgage with Escrow	\$865.78	Debit

11/14/2014	Mortgage with Escrow	\$865.78	Debit
11/28/2014	Mortgage with Escrow	\$865.78	Debit
12/12/2014	Mortgage with Escrow	\$865.78	Debit
12/26/2014	Mortgage with Escrow	\$865.78	Debit
1/9/2015	Mortgage with Escrow	\$865.78	Debit
1/23/2015	Mortgage with Escrow	\$865.78	Debit
2/6/2015	Mortgage with Escrow	\$865.78	Debit
2/20/2015	Mortgage with Escrow	\$865.75	Debit
3/6/2015	Mortgage with Escrow	\$865.75	Debit
		\$37,214.48	

Wells Fargo Bank, N.A.
Return Mail Operations
Po Box 14411
Des Moines, IA 50306-3411

We accept telecommunications relay service calls.
Fax #: 1-866-278-1179
Phone #: 1-800-222-0238

PAYER'S/BORROWER'S name, street address, city, state, and ZIP code



1AT 04088/052438/005607 0168 2 ACR3ET 936

POLLY A THOMPSON
14 WOODHEDGE CT
MAULDIN SC 29662-2637

☐ CORRECTED (if checked)

not be fully deductible by you.
Limits based on the loan amount
and the cost and value of the
secured property may apply. Also,
you may only deduct interest to
the extent it was incurred by you,
actually paid by you, and not
reimbursed by another person.

1545-0901

2013

Substitute
Form 1098

INTEREST STATEMENT

Copy
For Pa

The information in
1, 2, 3 and 4 is important
information and is
furnished to the Internal
Revenue Service. If you
are required to file a return,
negligence penalty or
sanction may be imposed
on you if the IRS determines
that an underpayment of
tax results because you
overstated a deduction for
this mortgage interest on
these points or because you
did not report this refund
interest on your return.

RECIPIENT Federal Identification no.	94-1347393
PAYER'S Social Security number	XXX-XX-7817
1 Mortgage Interest received from payer(s)/borrower(s)	\$4,497.42
2 Points paid on purchase of principle residence (See Box 2 on back.)	\$0.00
3 Refund of overpaid interest (See Box 3 on back.)	\$0.00
4 Mortgage Insurance Premiums	\$0.00
5 Real Estate Taxes	\$4,299.51
Account number (optional)	

Form 1098 Substitute

SEE BACK SIDE FOR IMPORTANT INFORMATION (Keep for your records.)

Department of the Treasury - Internal Revenue Service

Please consult a Tax Advisor about the deductibility of any payments made by you or others.

Principal reconciliation	Property address
\$279,375.00 Beginning balance \$2,071.18 Principal applied \$277,303.82 Ending balance	85 FOLLY FIELD R 3203 HILTON HEAD ISLAND SC 29928
	\$1,724.56 Total current payment \$410.84 Escrow portion of pmt

2013 INTEREST DETAIL

TOTAL INTEREST APPLIED 2013	\$4,497.42
2013 MORTGAGE INTEREST RECEIVED FROM PAYER/BORROWER(S)	\$4,497.42

If you have questions about your loan, you can use the number listed at the top of this statement.
By selecting one of the options listed, you can receive information regarding:

- Taxes paid year-to-date
- Interest paid year-to-date
- The amount & date of your last payment
- Other valuable information

If you prefer to not receive a paper copy of this statement and receive it online only for future years, register at wellsfargo.com and select Delivery Preferences. We issue tax documents to the primary account owner. For security reasons, tax documents are available for online viewing only by the owner of the Taxpayer Identification Number (TIN) associated with the IRS reporting.

Wells Fargo Home Mortgage, a division of Wells Fargo Bank, N.A., believes Customers come first. You can always count on us to provide the excellent service you've come to expect.

RECIPIENT'S/LENDER'S name, address and telephone number

01/03/15

Wells Fargo Bank, N.A.
Return Mail Operations.
PO Box 14411
Des Moines, IA 50308-3411

We accept telecommunications relay service calls.
Fax #: 1-866-278-1179
Phone #: 1-800-222-0238

☐ CORRECTED (if checked)

PAYER'S/BORROWER'S name, street address, city, state, and ZIP code

POLLY A THOMPSON
PO BOX 163
MAULDIN, SC 29662-0163

Payments are deductible only if they are made with funds that are not be fully deductible by you. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person.

OMB No. 1545-0001

2014

Substitute Form 1098

MORTGAGE INTEREST STATEMENT

Copy B

For Payer

The information in boxes 1, 2, 3 and 4 is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for this mortgage interest or for these points or because you did not report this refund of interest on your return.

RECIPIENT Federal Identification no.		94-1347393
PAYER'S Social Security number		XXX-XX-7817
1 Mortgage Interest received from payer(s)/borrower(s)	\$10,629.54	
2 Points paid on purchase of principal residence (See Box 2 on back.)	\$0.00	
3 Refund of overpaid interest (See Box 3 on back.)	\$0.00	
4 Mortgage Insurance	\$0.00	
Account number (optional)	5 Real Estate Taxes	\$5,197.00

Form 1098 Substitute **SEE BACK SIDE FOR IMPORTANT INFORMATION** (Keep for your records) Department of the Treasury, Internal Revenue Service

Please consult a Tax Advisor about the deductibility of any payments made by you or others.

Payment information	Property address
\$1,720.77 Total current payment \$407.05 Escrow portion of pmt	85 FOLLY FIELD R 3203 HILTON HEAD ISLAND SC 29928

2014 INTEREST DETAIL

TOTAL INTEREST APPLIED 2014

2014 MORTGAGE INTEREST RECEIVED FROM PAYER/BORROWER(S)

\$10,629.54
\$10,629.54

If you have questions about your loan, you can use the number listed at the top of this statement. By selecting one of the options listed, you can receive information regarding:

Taxes paid year-to-date

Interest paid year-to-date

The amount & date of your last payment - Other valuable information

If you prefer to not receive a paper copy of this statement and receive it online only for future years, register at wells Fargo Home Mortgage, a division of Wells Fargo Bank, N.A., believes Customers come first. You can always count on us to provide the excellent service you've come to expect.

Regime Fees

**Regime Fees Paid by
Polly Thompson**

Paid

**Check #
or Debit**

9/3/2013	September Regime Fee	\$392.00	3203
10/9/2013	October Regime Fee	\$392.00	3208
10/28/2013	November Regime Fee	\$392.00	3212
11/21/2013	December Regime Fee	\$392.00	3219
12/23/2013	January Regime Fee	\$402.00	Debit
1/24/2014	February Regime Fee	\$402.00	Debit
2/21/2014	March Regime Fee	\$402.00	Debit
3/24/2014	April Regime Fee	\$402.00	Debit
4/23/2014	May Regime Fee	\$402.00	Debit
5/22/2014	June Regime Fee	\$402.00	Debit
6/23/2014	July Regime Fee	\$402.00	Debit
7/24/2014	August Reime Fee	\$402.00	Debit
8/22/2014	Septemberr Regime Fee	\$402.00	Debit
9/23/2014	October Regime Fee	\$402.00	Debit
10/24/2014	November Regime Fee	\$402.00	Debit
11/20/2014	December Regime Fee	\$402.00	Debit
12/23/2014	Jan. Regime Fee	\$402.00	Debit

1/23/2015

Febraury Regime Fee

\$402.00

Debit

2/20/2015

March Regime Fee

\$402.00

Debit

\$7,598.00

Insurance Premiums

	Insurance Premiums Paid by Polly Thompson	Paid	Check # or Debit
2/25/2014	2014 Insurance Premium	\$2,310.00	1041
2/16/2015	2015 Insurance Premium	\$2,237.00	1091
		<u>\$4,547.00</u>	

Annual Fitness and Cable Fees

**Annual Fitness and Cable Fees Paid by Polly
Thompson**

		Paid	Check # or Debit
1/30/2014	2014 Annual Tennis & Fitness Center Assessment	\$756.00	1036
12/22/2014	2015 Annual Tennis & Fitness Assessment	\$771.00	1084
9/3/2013	Annual Cable Hargray TV for 12 Months	\$620.00	3204
8/18/2014	Annual Cable Hargray TV for 12 Months	\$660.00	1063
		<u>\$2,807.00</u>	

Utilities

	Utilities Paid by Polly Thompson	Paid	Check # or Debit
7/22/2013	Power	\$215.00	Debit
8/21/2013	Power	\$218.00	Debit
9/19/2013	Power	\$218.00	Debit
10/21/2013	Power	\$82.00	Debit
11/20/2013	Power	\$85.00	Debit
12/19/2013	Power	\$61.00	Debit
1/21/2014	Power	\$42.00	Debit
2/19/2014	Power	\$42.00	Debit
3/19/2014	Power	\$32.00	Debit
4/17/2014	Power	\$32.00	Debit
5/19/2014	Power	\$32.00	Debit
6/18/2014	Power	\$32.00	Debit
6/25/2014	Power	\$320.00	Debit
7/17/2014	Power	\$224.00	Debit
8/20/2014	Power	\$247.00	Debit
9/18/2014	Power	\$208.00	Debit
10/22/2014	Power	\$120.00	Debit

11/20/2014	Power	\$122.00	Debit
12/19/2014	Power	\$69.00	Debit
1/21/2015	Power	\$96.00	Debit
2/19/2015	Power	\$113.00	Debit
		<u>\$2,610.00</u>	

		<u>Paid</u>	<u>Check # or Debit</u>
8/9/2013	Phone & Internet	\$64.00	Debit
9/12/2013	Phone & Internet	\$39.00	Debit
10/11/2013	Phone & Internet	\$39.00	Debit
11/13/2013	Phone & Internet	\$39.00	Debit
12/16/2013	Phone & Internet	\$39.00	Debit
1/15/2014	Phone & Internet	\$39.00	Debit
2/13/2014	Phone & Internet	\$39.00	Debit
3/14/2014	Phone & Internet	\$39.00	Debit
4/16/2014	Phone & Internet	\$39.00	Debit
5/14/2014	Phone & Internet	\$39.00	Debit
6/16/2014	Phone & Internet	\$39.00	Debit

7/16/2014	Phone & Internet	\$39.00	Debit
8/14/2014	Phone & Internet	\$39.00	Debit
9/16/2014	Phone & Internet	\$39.00	Debit
10/15/2014	Phone & Internet	\$39.00	Debit
11/14/2014	Phone & Internet	\$39.00	Debit
12/16/2014	Phone & Internet	\$39.00	Debit
1/14/2015	Phone & Internet	\$40.00	Debit
2/11/2015	Phone & Internet	\$40.00	Debit
		<u>\$768.00</u>	

**Total Utilities Paid
by Polly Thompson \$3,378.00**

Maintenance and Labor

Maintenance and Labor Paid by Polly Thompson

4/15/2013	Cathy Swicegood	\$2,000.00	3163
7/18/2013	Cathy Swicegood	\$1,000.00	3191
8/21/2013	Cathy Swicegood	\$450.00	3202
10/7/2013	Cathy Swicegood	\$2,000.00	3209
11/12/2013	Cathy Swicegood (Lowes Card)	\$300.00	3217
7/24/2013	AMS General Contractors- Maintenance HVAC	\$420.00	3195
10/26/2013	Critter Control	~~\$339.00~~	~~3214~~
9/15/2004	Don Simmon	\$90.00	1065
9/29/2014	D& D Maintenance and Construction	\$925.00	1068
1/24/2015	All Phase Electrical and Plumbing, Inc.	\$121.00	1088
3/5/2015	New washer and dryer for Unit	\$1,267.81	Credit Card
		~~\$8,912.81~~	
		\$6,573.81	

Rental Income

Rental Income

6/30/2013	Disbursement to Owner	\$19.57
7/31/2013	Disbursement to Owner	\$3,564.44
8/31/2013	Disbursement to Owner	\$2,516.47
8/31/2013	Disbursement to Owner	\$2,516.47
9/30/2013	Disbursement to Owner	\$97.87
10/31/2013	Disbursement to Owner	\$952.50

Total Rental Income 2013 \$9,667.32

3/31/2014	Disbursement to Owner	\$894.00
4/30/2014	Disbursement to Owner	\$862.00
5/31/2014	Disbursement to Owner	\$637.25
6/30/2014	Disbursement to Owner	\$2,935.50
7/31/2014	Disbursement to Owner	\$3,096.77
8/31/2014	Disbursement to Owner	\$2,496.00
9/30/2014	Disbursement to Owner	\$1,067.24
10/31/2014	Disbursement to Owner	346.75

Total Rental Income 2014 \$12,335.51

Total Rental Income to Date \$22,002.83

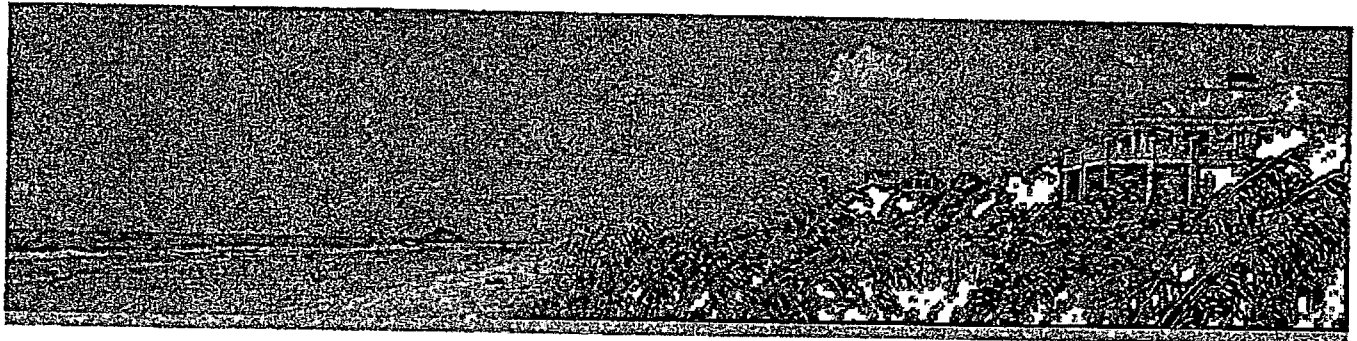
Rental Income

Rental Income

6/30/2013	Disbursement to Owner	\$19.57
7/31/2013	Disbursement to Owner	\$3,564.44
8/31/2013	Disbursement to Owner	\$2,516.47
8/31/2013	Disbursement to Owner	\$2,516.47
9/30/2013	Disbursement to Owner	\$97.87
10/31/2013	Disbursement to Owner	\$952.50
Total Rental Income 2013		\$9,667.32

3/31/2014	Disbursement to Owner	\$894.00
4/30/2014	Disbursement to Owner	\$862.00
5/31/2014	Disbursement to Owner	\$637.25
6/30/2014	Disbursement to Owner	\$2,935.50
7/31/2014	Disbursement to Owner	\$3,096.77
8/31/2014	Disbursement to Owner	\$2,496.00
9/30/2014	Disbursement to Owner	\$1,067.24
10/31/2014	Disbursement to Owner	346.75
Total Rental Income 2014		\$12,335.51

Total Rental Income to Date \$22,002.83



[Home ▾](#) [Vacation Rentals ▾](#) [Rental Places ▾](#) [Pet Friendly](#) [Things To Do ▾](#) [Long Term Rentals](#) [Real Estate](#)

Search Filter

By Available Date

Arrival

Departure

By Rental Type

- ☐ Vacation Condo/Villa (342)
- ☐ Vacation Home (138)

By Location

- ☐ Sea Pines (91)
- ☐ Palmetto Dunes (106)
- ☐ Forest Beach (105)
- ☐ Shipyard (76)
- ☐ Folly Field (69)
- ☐ Singleton Beach (27)
- ☐ Port Royal (5)
- ☐ Daufuskie Island (1)

By Bedrooms

- ☐ 1 Bedroom (49)
- ☐ 2 Bedrooms (196)
- ☐ 3 Bedrooms (113)
- ☐ 4 Bedrooms (52)
- ☐ 5 Bedrooms (29)
- ☐ 6 Bedrooms (28)
- ☐ 7 Bedrooms (9)
- ☐ 8 Bedrooms (3)
- ☐ 9 Bedrooms (1)

By Amenity

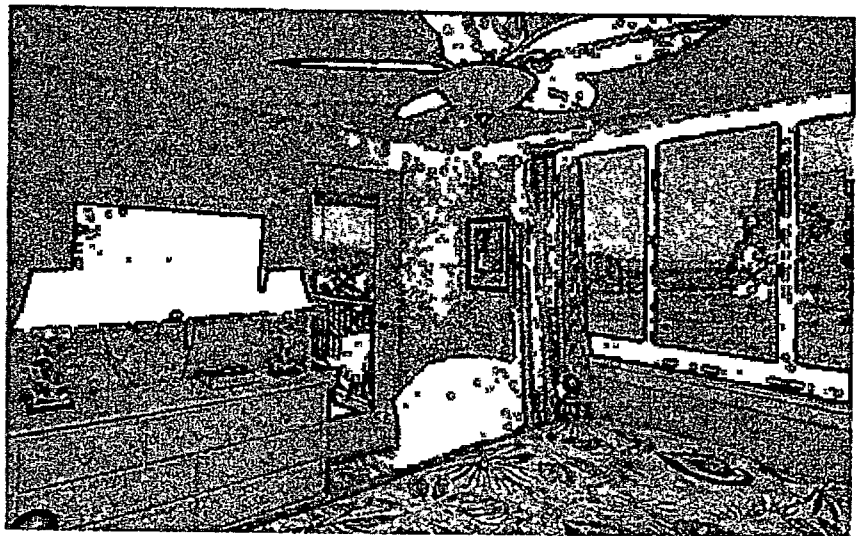
- ☐ Free Internet Access (395)
- ☐ Tennis Privileges (165)
- ☐ Pool Access (469)

Island Club 3203 - Folly Field

[⊕ Wishlist](#)

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Master Bedroom



Weekly Rate Range:
\$1,035 - \$1,882*

[📞 866-390-9604](#)

[▶ Book Online](#)

[▶ Send Inquiry](#)

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Island Club 3203 - 2 Bedrooms

Location: Folly Field

Bedrooms: 2 Bedrooms

[Hilton Head Rentals](#)

Booking Summary 12/1/2013 - 12/31/2015 [IClb3203]

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Page 1

Booking Type	Unit (First - Last Night) [Nights]	Customer Name	Created	Movable	Rent	Charges	Taxes	Total	Payments	Balance
Source Category	A / C / F / Pets	Primary Phone								
Source	SubCategory									
BKG-00614	IClb3203 (12/26/2013 - 12/29/2013) [4]	Swicegood Cathy								
Res - Comp	2 0 0	+1 (864) 423-0707	11/25/2013	☐	\$0 00	\$0.00	\$0 00	\$0.00	\$0 00	\$0.00
Other	Owner									
HLD-00433	IClb3203 (2/13/2014 - 2/15/2014) [3]	Samantha								
Hold - Renter	1 0 0		2/6/2014	☒						
BKG-02133	IClb3203 (2/18/2014 - 2/24/2014) [7]	Melissa								
Res - Renter	2 0 0	+1 (740) 434-7641	1/28/2014	☐	\$812.00	\$177.51	\$98.95	\$1,088.46	\$1,088.46	\$0.00
Other	Return Guest									
BKG-01735	IClb3203 (3/8/2014 - 3/14/2014) [7]	Cindy								
Res - Group	4 0 0	+1 (717) 808-7101	1/15/2014	☐	\$810 00	\$1,952.93	\$87.07	\$2,850.00	\$2,850.00	\$0.00
Internet	Our WebSite									
BKG-03083	IClb3203 (3/23/2014 - 3/28/2014) [6]	Bill								
Res - Group	2 0 0	+1 (812) 449-7892	3/4/2014	☐	\$950.00	\$795.87	\$106.93	\$1,852.80	\$1,852.80	\$0.00
Other	Other									
BKG-03029	IClb3203 (4/3/2014 - 4/5/2014) [3]	Swicegood Cathy								
Res - Comp	2 0 0	+1 (864) 423-0707	3/1/2014	☐	\$0 00	\$0.00	\$0 00	\$0.00	\$0.00	\$0.00
Other	Owner									
BKG-03166	IClb3203 (4/12/2014 - 4/18/2014) [7]	Michele								
Res - Renter	2 0 0	+1 (516) 996-9568	3/6/2014	☐	\$1,296.00	\$230.98	\$152.69	\$1,679.67	\$1,679.67	\$0.00
Internet	VRBO									
BKG-02741	IClb3203 (5/13/2014 - 5/18/2014) [6]	Thompson Polly								
Res - Comp	2 0 0	+1 (864) 423-0707	2/18/2014	☐	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	Owner									
BKG-04447	IClb3203 (5/19/2014 - 5/23/2014) [5]	Swicegood Cathy								
Res - Comp	2 0 0	+1 (864) 423-0707	5/7/2014	☐	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	Owner									
BKG-03276	IClb3203 (5/24/2014 - 5/30/2014) [7]	James								
Res - Renter	2 2 0	+1 (407) 739-1363	3/10/2014	☐	\$1,143.00	\$170.73	\$131.37	\$1,445.10	\$1,445.10	\$0.00
EscapiaNET	Hilton Head Rentals & Gc									
BKG-04128	IClb3203 (6/7/2014 - 6/13/2014) [7]	KRISTEN								
Res - Renter	2 3 0	+1 (864) 433-8988	4/21/2014	☐	\$1,445.00	\$193.38	\$163.84	\$1,802.22	\$1,802.22	\$0.00
EscapiaNET	Hilton Head Rentals & Gc									
BKG-01319	IClb3203 (6/14/2014 - 6/20/2014) [7]	Mike								
Res - Renter	2 0 0	+1 (843) 705-5847	12/28/2013	☐	\$1,525.00	\$166.50	\$169.16	\$1,860.66	\$1,860.66	\$0.00
Referral	Other									
BKG-04998	IClb3203 (6/21/2014 - 6/27/2014) [7]	Norman								
Res - Renter	1 0 0	+1 (865) 694-7023	6/6/2014	☐	\$1,384.00	\$188.80	\$157.28	\$1,730.08	\$1,730.08	\$0.00
EscapiaNET	Hilton Head Rentals & Gc									

Booking Summary 12/1/2013 - 12/31/2015 [IClb3203]

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Page 2

Booking Type	Unit (First - Last Night) [Nights]	Customer Name	Created	Movable	Rent	Charges	Taxes	Total	Payments	Balan
Source Category	A / C / F / Pets	Primary Phone								
Source SubCategory										
BKG-03157	IClb3203 (6/28/2014 - 7/4/2014) [7]	Thompson Polly								
Res. - Comp.	2.0.0	+1 (864) 423-0707	3/6/2014	☐	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	Owner									
BKG-04238	IClb3203 (7/5/2014 - 7/11/2014) [7]	Patricia								
Res. - Renter	5.0.0	+1 (516) 319-1472	4/26/2014	☐	\$1,745.00	\$215.88	\$196.09	\$2,156.97	\$2,156.97	\$0.00
EscapiaNET	HomeAway Network									
BKG-05145	IClb3203 (7/12/2014 - 7/18/2014) [7]	Pamela								
Res. - Renter	3.2.0	+1 (770) 540-7637	6/14/2014	☐	\$1,476.00	\$195.70	\$167.17	\$1,838.87	\$1,838.87	\$0.00
EscapiaNET	Hilton Head Rentals & Gc									
BKG-04768	IClb3203 (7/19/2014 - 7/25/2014) [7]	Grady								
Res. - Renter	1.0.0	+1 (513) 755-1323	5/26/2014	☐	\$1,568.00	\$202.60	\$177.06	\$1,947.66	\$1,947.66	\$0.00
EscapiaNET	Hilton Head Rentals & Gc									
BKG-05177	IClb3203 (7/26/2014 - 8/1/2014) [7]	Jeff								
Res. - Renter	2.2.0	+1 (704) 904-0363	6/16/2014	☐	\$1,396.00	\$189.70	\$158.57	\$1,744.27	\$1,744.27	\$0.00
EscapiaNET	Hilton Head Rentals & Gc									
BKG-05313	IClb3203 (8/2/2014 - 8/8/2014) [7]	Swicegood Cathy								
Res. - Comp.	2.0.0	+1 (864) 423-0707	6/24/2014	☐	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	Owner									
BKG-02324	IClb3203 (8/9/2014 - 8/15/2014) [7]	Lisa								
Res. - Renter	2.0.0	+1 (330) 499-8067	2/5/2014	☐	\$1,395.00	\$189.63	\$158.46	\$1,743.09	\$1,743.09	\$0.00
Other	Return Guest									
BKG-06093	IClb3203 (8/16/2014 - 8/22/2014) [7]	John								
Res. - Renter	2.2.0	+1 (724) 866-8849	8/12/2014	☐	\$977.00	\$195.74	\$117.27	\$1,290.01	\$1,290.01	\$0.00
EscapiaNET	Hilton Head Rentals & Gc									
BKG-06268	IClb3203 (8/28/2014 - 8/31/2014) [4]	Swicegood Cathy								
Res. - Comp.	2.0.0	+1 (864) 423-0707	8/25/2014	☐	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	Owner									
BKG-00313	IClb3203 (9/4/2014 - 9/10/2014) [7]	John								
Res. - Renter	2.0.0	+1 (864) 546-0874	11/12/2013	☐	\$688.50	\$116.31	\$80.49	\$865.30	\$865.30	\$0.00
Internet	Our WebSite									
BKG-03980	IClb3203 (9/11/2014 - 9/14/2014) [4]	Thompson Polly								
Res. - Comp.	1.0.0	+1 (864) 423-0707	4/11/2014	☐	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	Owner									
BKG-01922	IClb3203 (9/19/2014 - 9/28/2014) [10]	Helen								
Res. - Renter	2.0.0	+1 (412) 563-1432	1/21/2014	☐	\$1,174.50	\$182.88	\$148.79	\$1,506.17	\$1,506.17	\$0.00
Internet	Other									
BKG-06760	IClb3203 (10/9/2014 - 10/12/2014) [4]	Ron								
Res. - Renter	2.0.0	+1 (828) 208-1770	10/6/2014	☐	\$609.00	\$130.68	\$73.97	\$813.65	\$813.65	\$0.00
Other	Return Guest									

Booking Summary 12/1/2013 - 12/31/2015 [IClb3203]

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Booking Type	Unit (First - Last Night) [Nights]	Customer Name	Created	Movable	Rent	Charges	Taxes	Total	Payments	Balance
Source Category	A / C / F / Pets	Primary Phone								
Source SubCategory										
BKG-06103	IClb3203 (10/14/2014 - 10/19/2014) [6]	Swicegood, Cathy								
Res. - Comp.	2.0 0	+1 (864) 423-0707	8/13/2014	☐	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	Owner									
BKG-06919	IClb3203 (10/24/2014 - 10/25/2014) [2]	Swicegood, Cathy								
Res. - Comp.	2.0 0	+1 (864) 423-0707	10/21/2014	☐	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	Owner									
BKG-06334	IClb3203 (11/21/2014 - 12/1/2014) [11]	Thompson Polly								
Res. - Comp.	1.0 0	+1 (864) 423-0707	8/29/2014	☐	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	Owner									
BKG-06335	IClb3203 (12/19/2014 - 1/5/2015) [18]	Thompson Polly								
Res. - Comp.	1.0 0	+1 (864) 423-0707	8/29/2014	☐	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	Owner									
BKG-08053	IClb3203 (1/15/2015 - 1/17/2015) [3]	Thompson Polly								
Res. - Comp.	2.0 0	+1 (864) 423-0707	1/14/2015	☐	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	Owner									
BKG-08102	IClb3203 (2/12/2015 - 2/14/2015) [3]	Swicegood, Cathy								
Res. - Comp.	2.0 0	+1 (864) 423-0707	1/16/2015	☐	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	Owner									
BKG-09338	IClb3203 (2/27/2015 - 3/3/2015) [5]	Thompson Polly								
Res. - Comp.	2.0 0	+1 (864) 423-0707	2/26/2015	☐	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	Owner									
BKG-08995	IClb3203 (3/8/2015 - 3/11/2015) [4]	James								
Res. - Renter	2.2.0	+1 (423) 895-3410	2/14/2015	☐	\$621.00	\$156.41	\$77.74	\$855.15	\$855.15	\$0.00
EscapiaNET	Hilton Head Rentals & Gc									
BKG-07857	IClb3203 (3/12/2015 - 3/15/2015) [4]	Thompson Polly								
Res. - Comp.	2.0 0	+1 (864) 423-0707	1/8/2015	☐	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	Owner									
BKG-07197	IClb3203 (3/20/2015 - 4/2/2015) [14]	Ronald								
Res. - Renter	2.0 0	+1 (630) 406-7948	11/17/2014	☐	\$2,487.10	\$271.53	\$275.87	\$3,034.50	\$3,034.50	\$0.00
Other	Return Guest									
BKG-09091	IClb3203 (4/3/2015 - 4/24/2015) [22]	Swicegood, Cathy								
Res. - Comp.	2.0 0	+1 (864) 423-0707	2/18/2015	☐	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	Owner									
BKG-07719	IClb3203 (6/6/2015 - 6/12/2015) [7]	Misty								
Res. - Renter	4.0 0	+1 (423) 782-7621	1/2/2015	☐	\$1,576.00	\$203.20	\$177.92	\$1,957.12	\$800.00	\$1,157.12
EscapiaNET	Hilton Head Rentals & Gc									
BKG-09163	IClb3203 (6/20/2015 - 6/26/2015) [7]	Diane								
Res. - Renter	4.0 0	+1 (412) 682-6100	2/20/2015	☐	\$1,782.00	\$218.65	\$200.07	\$2,200.72	\$880.50	\$1,320.22
Internet	Our WebSite									
Total Bookings. 39					\$26,860.10	\$6,345.61	\$3,076.76	\$36,282.47	\$33,805.13	\$2,477.34

Financial Breakdown and Summary

Finaincial Breakdown and Summary Island Club

	Purchase Monies Paid by Polly Thompson	Paid	Check # or Debit
4/17/2013	Earnest Money Payment #1	\$2,000.00	3162
5/6/2013	Earnest Money Payment #2	\$13,000.00	3170
6/14/2013	Amount Paid at Closing by Electronic Transfer	\$87,361.55	
		<u>\$102,361.55</u>	

	Mortgage and Note Paid by Polly Thompson		
7/31/2013	Mortgage with Escrow	\$1,724.56	Debit
8/30/2013	Mortgage with Escrow	\$1,724.56	Debit
9/6/2013	Mortgage with Escrow	\$865.78	Debit
9/20/2013	Mortgage with Escrow	\$865.78	Debit
10/4/2013	Mortgage with Escrow	\$865.78	Debit
10/18/2013	Mortgage with Escrow	\$865.78	Debit
11/15/2013	Mortgage with Escrow	\$865.78	Debit
11/29/2013	Mortgage with Escrow	\$865.78	Debit
12/13/2013	Mortgage with Escrow	\$865.78	Debit
12/27/2013	Mortgage with Escrow	\$865.78	Debit
1/10/2014	Mortgage with Escrow	\$865.78	Debit
1/24/2014	Mortgage with Escrow	\$865.78	Debit
2/7/2014	Mortgage with Escrow	\$865.78	Debit
2/21/2014	Mortgage with Escrow	\$865.78	Debit
3/7/2014	Mortgage with Escrow	\$865.78	Debit
3/21/2014	Mortgage with Escrow	\$865.78	Debit
4/4/2014	Mortgage with Escrow	\$865.78	Debit
4/18/2014	Mortgage with Escrow	\$865.78	Debit
5/2/2014	Mortgage with Escrow	\$865.78	Debit
5/16/2014	Mortgage with Escrow	\$865.78	Debit
5/30/2014	Mortgage with Escrow	\$865.78	Debit
6/3/2014	Mortgage with Escrow	\$865.78	Debit

6/27/2014	Mortgage with Escrow	\$865.78	Debit
7/11/2014	Mortgage with Escrow	\$865.78	Debit
7/25/2014	Mortgage with Escrow	\$865.78	Debit
8/8/2014	Mortgage with Escrow	\$865.78	Debit
8/22/2014	Mortgage with Escrow	\$865.78	Debit
9/5/2014	Mortgage with Escrow	\$865.78	Debit
9/19/2014	Mortgage with Escrow	\$865.78	Debit
10/3/2014	Mortgage with Escrow	\$865.78	Debit
10/17/2014	Mortgage with Escrow	\$865.78	Debit
10/31/2014	Mortgage with Escrow	\$865.78	Debit
11/14/2014	Mortgage with Escrow	\$865.78	Debit
11/28/2014	Mortgage with Escrow	\$865.78	Debit
12/12/2014	Mortgage with Escrow	\$865.78	Debit
12/26/2014	Mortgage with Escrow	\$865.78	Debit
1/9/2015	Mortgage with Escrow	\$865.78	Debit
1/23/2015	Mortgage with Escrow	\$865.78	Debit
2/6/2015	Mortgage with Escrow	\$865.78	Debit
2/20/2015	Mortgage with Escrow	\$865.75	Debit
3/6/2015	Mortgage with Escrow	\$865.75	Debit
		<u>\$37,214.48</u>	

Regime Fees Paid by Polly Thompson

9/3/2013	September Regime Fee	\$392.00	3203
10/9/2013	October Regime Fee	\$392.00	3208
10/28/2013	November Regime Fee	\$392.00	3212
11/21/2013	December Regime Fee	\$392.00	3219
12/23/2013	January Regime Fee	\$402.00	Debit
1/24/2014	February Regime Fee	\$402.00	Debit
2/21/2014	March Regime Fee	\$402.00	Debit
3/24/2014	April Regime Fee	\$402.00	Debit
4/23/2014	May Regime Fee	\$402.00	Debit
5/22/2014	June Regime Fee	\$402.00	Debit
6/23/2014	July Regime Fee	\$402.00	Debit

7/24/2014	August Reime Fee	\$402.00	Debit
8/22/2014	Septemberr Regime Fee	\$402.00	Debit
9/23/2014	October Regime Fee	\$402.00	Debit
10/24/2014	November Regime Fee	\$402.00	Debit
11/20/2014	December Regime Fee	\$402.00	Debit
12/23/2014	Jan. Regime Fee	\$402.00	Debit
1/23/2015	Febraury Regime Fee	\$402.00	Debit
2/20/2015	March Regime Fee	\$402.00	Debit
		<u>\$7,598.00</u>	

<u>Insurance Premiums Paid by Polly Thompson</u>			
2/25/2014	2014 Insurance Premium	\$2,310.00	1041
2/16/2015	2015 Insurance Premium	\$2,237.00	1091
		<u>\$4,547.00</u>	

<u>Annual Fitness and Cable Fees Paid by Polly Thompson</u>			
1/30/2014	2014 Annual Tennis & Fitness Center Assessment	\$756.00	1036
12/22/2014	2015 Annual Tennis & Fitness Assessment	\$771.00	1084
9/3/2013	Annual Cable Hargray TV for 12 Months	\$620.00	3204
8/18/2014	Annual Cable Hargray TV for 12 Months	\$660.00	1063
		<u>\$2,807.00</u>	

<u>Utilities Paid by Polly Thompson</u>			
7/22/2013	Power	\$215.00	Debit
8/21/2013	Power	\$218.00	Debit
9/19/2013	Power	\$218.00	Debit
10/21/2013	Power	\$82.00	Debit
11/20/2013	Power	\$85.00	Debit
12/19/2013	Power	\$61.00	Debit
1/21/2014	Power	\$42.00	Debit
2/19/2014	Power	\$42.00	Debit
3/19/2014	Power	\$32.00	Debit

4/17/2014	Power	\$32.00	Debit
5/19/2014	Power	\$32.00	Debit
6/18/2014	Power	\$32.00	Debit
6/25/2014	Power	\$320.00	Debit
7/17/2014	Power	\$224.00	Debit
8/20/2014	Power	\$247.00	Debit
9/18/2014	Power	\$208.00	Debit
10/22/2014	Power	\$120.00	Debit
11/20/2014	Power	\$122.00	Debit
12/19/2014	Power	\$69.00	Debit
1/21/2015	Power	\$96.00	Debit
2/19/2015	Power	\$113.00	Debit
		<u>\$2,610.00</u>	

8/9/2013	Phone & Internet	\$64.00	Debit
9/12/2013	Phone & Internet	\$39.00	Debit
10/11/2013	Phone & Internet	\$39.00	Debit
11/13/2013	Phone & Internet	\$39.00	Debit
12/16/2013	Phone & Internet	\$39.00	Debit
1/15/2014	Phone & Internet	\$39.00	Debit
2/13/2014	Phone & Internet	\$39.00	Debit
3/14/2014	Phone & Internet	\$39.00	Debit
4/16/2014	Phone & Internet	\$39.00	Debit
5/14/2014	Phone & Internet	\$39.00	Debit
6/16/2014	Phone & Internet	\$39.00	Debit
7/16/2014	Phone & Internet	\$39.00	Debit
8/14/2014	Phone & Internet	\$39.00	Debit
9/16/2014	Phone & Internet	\$39.00	Debit
10/15/2014	Phone & Internet	\$39.00	Debit
11/14/2014	Phone & Internet	\$39.00	Debit
12/16/2014	Phone & Internet	\$39.00	Debit
1/14/2015	Phone & Internet	\$40.00	Debit
2/11/2015	Phone & Internet	\$40.00	Debit
		<u>\$768.00</u>	

Total Utilities Paid

\$3,378.00

Maintenance and Labor Paid by Polly Thompson

~~4/15/2013~~	~~Cathy Swicegood~~	~~\$2,000.00~~	~~3163~~
7/18/2013	Cathy Swicegood	\$1,000.00	3191
8/21/2013	Cathy Swicegood	\$450.00	3202
10/7/2013	Cathy Swicegood	\$2,000.00	3209
11/12/2013	Cathy Swicegood (Lowes Card)	\$300.00	3217
7/24/2013	AMS General Contractors- Maintenance HVAC	\$420.00	3195
~~10/26/2013~~	~~Critter Control~~	~~\$339.00~~	~~3214~~
9/15/2004	Don Simmon	\$90.00	1065
9/29/2014	D& D Maintenance and Construction	\$925.00	1068
1/24/2015	All Phase Electrical and Plumbing, Inc.	\$121.00	1088
3/5/2015	New washer and dryer for Unit	\$1,267.81	Credit Card
		~~\$8,912.81~~	
		\$6,573.81	

Rental Income

6/30/2013	Disbursement to Owner	\$19.57
7/31/2013	Disbursement to Owner	\$3,564.44
8/31/2013	Disbursement to Owner	\$2,516.47
8/31/2013	Disbursement to Owner	\$2,516.47
9/30/2013	Disbursement to Owner	\$97.87
10/31/2013	Disbursement to Owner	\$952.50
	Total Rental Income 2013	\$9,667.32

3/31/2014	Disbursement to Owner	\$894.00
4/30/2014	Disbursement to Owner	\$862.00
5/31/2014	Disbursement to Owner	\$637.25
6/30/2014	Disbursement to Owner	\$2,935.50
7/31/2014	Disbursement to Owner	\$3,096.77
8/31/2014	Disbursement to Owner	\$2,496.00

9/30/2014
10/31/2014

Disbursement to Owner
Disbursement to Owner

\$1,067.24
346.75

Total Rental Income 2014

\$12,335.51

Total Rental Income to Date

\$22,002.83

Amount Paid By Polly Thompson

\$164,479.84

Minus Total Rental Income

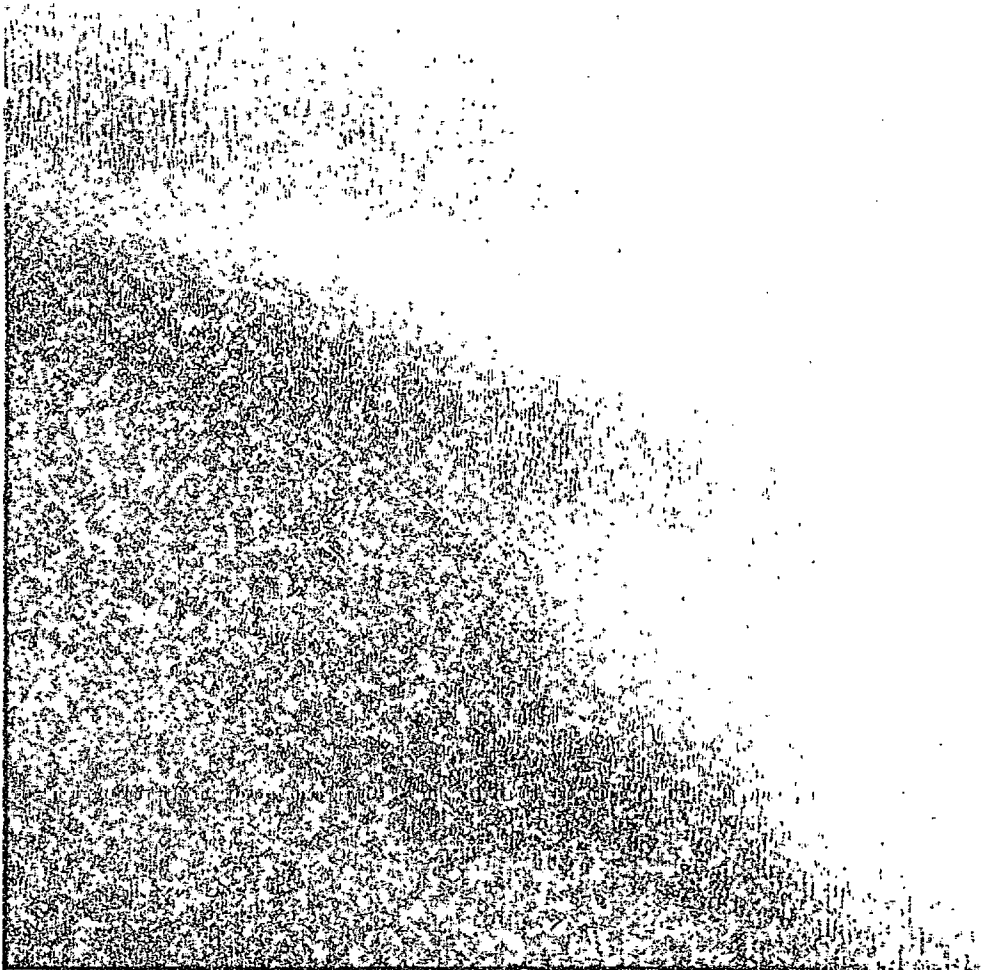
\$22,002.83

Total Amount Paid By Polly Thompson to date

\$142,477.01

Lake Hartwell Property

505 Sheffield Drive, Westminster, South Carolina 29693



Lake Hartwell Property Summary

Property Address

505 W. Sheffield Drive
Westminster, South Carolina 29693

Description of Property: Lake Home

1. Purchase Lot 59

A. **Purchase Date:** May, 2010

B. **Purchase price:** \$38,500.00

C. **Money paid at closing by Polly Thompson:** \$10,209.98

D. **Amount Financed with BB & T:** \$28,875.00

E. **Documents provided:**

- i. Check number 3013 in the amount of \$10,209.98 to purchase the cashier's check to purchase Lot 59
- ii. Certified Check # 5002593029 to Michael Burrell, Attorney at Law, for down payment
- iii. Deed
- iv. BB & T Loan Statement showing loan amount

2. Purchase Lot 58

A. **Purchase Date:** July, 2012

B. **Purchase price:** \$35,000.00

C. **Money paid by Polly Thompson:** \$35,469.23

D. **Documents provided:**

- i. Summary reflecting:
 - a. Check number 3129 in the amount of \$34,969.23 for cashier's check for purchase of Lot 58
 - b. Cashier's check number 5005084116 to Guest and Brady, LLC for closing
 - c. Check number 3122 in the amount of \$500.00 to Betsy Vanover for earnest money
- ii. Settlement Statement from closing
- iii. Deed

3. House at 505 W. Sheffield Drive on joined Lots 58 and 59)

A. **Mortgage Amount:** \$152,000.00

B. **Appraised Value July 7, 2011(Includes Lot 59, but not Lot 58):** \$190,000.00

C. **Amount paid at closing by Polly Thompson:** \$6,678.43

D. **Amount paid at closing by Cathy Swicegood:** \$22,000.00

E. Documents Provided:

- i. Appraisal letter date July 7, 2011
- ii. BB& T Cashier's check number 5003511159 to John W. Fields from Polly Thompson
- iii. Wachovia Cashier's Check number 1200680666 to John W. Fields from Cathy Swicegood
- iv. Settlement Statement (HUD-1A)

4. Mortgage and Note

- A. **Loan Amount:** ~~\$152,000.00~~ \$151,500.00
- B. **Taxable Market Value:** \$211,150.00
- C. **Payoff as of March 17, 2015:** \$143,407.75
- D. **Mortgage/Escrow payments 2012-July, 2014:** \$831.41 (Paid by Polly Thompson)
- E. **Current Mortgage/ Escrow payments:** \$915.00 per month (Paid by Polly Thompson)
- F. **Total Mortgage Payments Paid By Polly Thompson Since January, 2014:** \$12,224.87
- G. **Total Mortgage Payments Paid By Polly Thompson to Date:** \$28,853.07

H. Documents Provided:

- i. Mortgage Note in Polly Thompson's name only
- ii. Oconee County Owner and Parcel Information sheet
- iii. Summary reflecting:
 - a. BB & T Statements showing debits from Polly Thompson's account for all mortgage payments from June, 2012 to February, 2013
 - b. BB & T Statement of Account showing debits from Polly Thompson's account for all mortgage payments from March, 2013 to Present
- iv. Wells Fargo Mortgage Interest Statements for 2012, 2013 and 2014 in Polly Thompson's name

5. Foxwood Hills POA Fees / Oconee County 2012 Taxes

- A. **Oconee County 2012 Taxes:** \$1,043.70
- B. **Total POA Dues Paid By Polly Thompson Since January, 2014:** \$684.00
- C. **Total POA Dues Paid By Polly Thompson to Date:** \$1819.00
- D. **Documents Provided:**
 - Summary reflecting:
 - i. Check number 1010 in the amount of \$1,043.70 to Oconee County Treasurer paid by Polly Thompson
 - ii. Check number's 3108, 3109, 3158, 1044, and 1045 to Foxwood Hills POA totaling \$1819.00

6. Construction/ Improvements

A. Total costs paid by Polly Thompson for construction and improvements: \$42,735.41

B. Documents Provided:

- Summary reflecting:
 - i. Check number 3014 in the amount \$830.00 to Bob Connor, B & D Grading
 - ii. Check number 3017 in the amount of \$300.00 to Shawn Kern
 - iii. Check number 3031 in the amount of \$250.00 to Bob Connor
 - iv. Check number 3047 in the amount of \$59.99 to Total Environment Solutions, Inc. (TESI) for water and sewer
 - v. Check number 3056 in the amount of \$600.00 to B & D Grading
 - vi. Check number 3110 in the amount of \$138.81 to Blue Ridge Electric
 - vii. Check number 3131 in the amount of \$4050.00 to Harland Meyer for dock and float work
 - viii. Check number 1005 in the amount of \$5000.00 for first payment on new home construction paid to Mitchell Bruce
 - ix. Check number 1001 in the amount of \$975.00 and 1002 in the amount of \$ 2,100.00 to Willie Rapael for tile, rock and stone work
 - x. Check number 1008 in the amount of \$3,700.00 to Tim Ramsey for landscaping, mulch and Sod
 - xi. Check number 3126 in the amount of \$5000.00 (\$2,500.00 for dock deposit) remaining \$2,500.00 to Cathy Swicegood for her labor
 - xii. Check number 3142 in the amount of \$3,000.00 paid to Cathy Swicegood for her labor and materials
 - xiii. Check number 3148 in the amount of \$1,000.00 paid to Cathy Swicegood for her labor and materials
 - xiv. BB & T statement showing ARC check payment to Cathy Swicegood's Lowes credit card in the amount of \$7,426.64
 - xv. Check number 3213 in the amount of \$879.00 paid to Harland Meyer for dock floats, bumpers, wenchies and labor

7. Utilities (Land Line, ADT Alarm System)

A. Total Utilities Paid By Polly Thompson Since January, 2014: \$1,234.90

B. Total Utilities Paid By Polly Thompson To Date: \$3,029.88

C. Documents Provided:

- Summary reflecting:
 - i. BB&T account statements showing debits from Polly Thompson's account for AT & T land line from March, 2012, to June, 2012

- ii. See BB&T account statements provided in Section 4, Mortgage and Note for debits for AT&T land line from July, 2012 to February, 2013
- iii. BB&T Statement of Account showing debits from Polly Thompson's account for AT & T land line from March, 2013 present
- iv. Polly Thompson's American Express card transaction detail showing payments to ADT Alarm System

8. Financial Summary

Fair Market Tax Value:	\$211,150.00
Mortgage Loan Balance:	<u>\$143,407.75</u>
Estimated Equity:	\$ 67,742.25

Total Payments Paid by Polly Thompson since January, 2014: \$14,143.77
Total Amounts Paid by Polly Thompson to date: \$129,838.70

Purchase Lot 59

Reference: 10000515846011:10000515847011:10000494219011

POLLY THOMPSON CATHY J SWICEGOOD PH. 864-458-7123 14 WOODHEDGE CT MAULDIN, SC 29662-2637		3013 67-160/532
PAY <u>BB&T</u> <u>May 18 2010</u>		<u>\$ 10,209.98</u>
<u>Ten thousand - two hundred - nine and 98/100</u>		Dollars
 BRANCH BANKING AND TRUST COMPANY 1-800-BANK BB&T BB&T.com	Classic BANKING	Signature <u>Polly Thompson</u>
For <u>Certified CK</u>		2501 03013

ID State: SC ID Type: State Driver's License	06531011214 BB&T #6417 1251 ARROWLINE DR PKT004 CHARLOTTE, NC 28206 7701204305
8015106 P19167 062 00025 14:57 05/18/10 2501 OVERRIDE PK \$10,209.98	

Date 20100519
 Amount 2501
 Serial Number 0000003013

Account Number 2501
 CR-DR D
 Transaction Link 016417770120430519

OFFICIAL CHECK

M16779-09785557

THE REPLACEMENT OF THIS DOCUMENT REQUIRES THE COMPLETION OF A BB&T DECLARATION OF LOSS

5002593029

0015106-8887 MAULDIN MAIN

MAY 19, 2010

68-236/514

MICHAEL B. BURRELL ATTORNEY AT LAW

COPY: NON NEGOTIABLE

BB&T

BB 1020910099

Michael B. Burrell

POLLY THOMPSON

0015106 817167 062 00026 14:59 05/18/10

8000000000000000 OFFCHECK

PH

110,209.99

Reference: 10000515846011:10000515847011:10000494219011

POLLY THOMPSON CATHY J SWICEGOOD PH. 864-458-7123 14 WOODHEDGE CT MAULDIN, SC 29662-2637		3013 67-160/532
<i>May 18 2010</i>		
PAY to the order of BB&T	\$ 10,209.98	
Ten thousand - two hundred - nine and 98/100		Dollars
 BRANCH BANKING AND TRUST COMPANY 1-800-BANK BB&T BB&T.com	Classic BANKING	
Certified CK	<i>Polly Thompson</i>	
2501 03013		

ID State: SC	ID Type: State Driver's License	0531011214 BB&T #6417 1251 APPROX LINE DR PKT004 CHARLOTTE, NC 05192016 7701204305
8015106 F19167 062 00025 14:37 05/18/10		
2501 OVERRIDE		
PK		\$10,209.98

Date 20100519
Amount **10,209.98**
Serial Number 0000003013

Account Number **2501**
CR-DR D
Transaction Link 016417770120430519

FILED FOR RECORD
OCONEE COUNTY S.C.
REGISTER OF DEEDS
Space at this line for recording information

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
2010 MAY 28 P 2:54
TITLE TO REAL ESTATE
DEED

Grantee's address: 14 Woodhedge Ct.
Mauldin, SC 29662

KNOW ALL MEN BY THESE PRESENTS THAT, JAY HUFNAGEL AND CHRISTINE HUFNAGEL A/K/A CHRISTINE FAYE HUFNAGEL, hereinafter, whether one or more, called Grantor, in the State aforesaid, in consideration of the sum of **THIRTY EIGHT THOUSAND FIVE HUNDRED AND 00/100 (\$38,500.00) DOLLARS** to Grantor in hand paid at and before the sealing of these presents by **POLLY THOMPSON AND CATHY J. SWICEGOOD**, as Joint Tenants, with rights of survivorship, and not as Tenants in Common, hereinafter, whether one or more, called Grantee, (the receipt whereof is hereby acknowledged), have granted, bargained, sold, and released, and by these presents do grant, bargain, sell, and release unto the said Grantee, as Joint Tenants, with rights of survivorship, and not as Tenants in Common, their heirs and assigns, forever, in fee simple, the following described property, to wit:

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Oconee, Center Township, being known and designated as Lot Number Fifty-Nine (59), Section M, of Foxwood Hills f/k/a Mountain Bay Estates, on a plat thereof prepared by Dean H. Teasley, RLS, dated October 5, 2000, of record in the Office of the Register of Deeds for Oconee County, South Carolina, in Plat Book 62 at Page 110, and having the metes and bounds, courses and distances as upon said plat appear, being incorporated herein by reference thereto.

DERIVATION:

The above described property was acquired by the Grantor herein by Deed of Jia-Ji Gu, said Deed dated November 30, 2005, and recorded January 23, 2006, in Deed Book 1475, at Page 85, re-recorded in Deed Book 1773 at Page 250, records of the Oconee County Register of Deeds Office.

TMS # 316-02-01-002

This conveyance is specifically made subject to any and all recorded rights-of-way, easements, conditions and restrictions, and zoning ordinances, or other land use regulations pertaining to the property herein conveyed, and in addition is subject to any of the foregoing which may appear from an inspection of the premises.

FOR OFFICE USE ONLY

THIS PROPERTY DESIGNATED AS
MAP 316 SUB 02 BLK 01 PARC 002
ON OCONEE COUNTY TAX MAPS

OCONEE COUNTY

STATE TAX 100.10

COUNTY TAX 42.35

EXEMPT

OCONEE COUNTY ASSESSOR

Recorded this 1 day of June
Book 2010 Page 11634
Fee

Kenneth E. Nix

0139667

Michael Burrell
608 N McDuffie St.
Anderson, SC 29621

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

TO HAVE AND TO HOLD, all and singular, the premises before mentioned unto the said Grantee, as Joint Tenants, with rights of survivorship, and not as Tenants in Common, and to said Grantee's Heirs, Successors, and Assigns, FOREVER, in fee simple.

AND Grantor does hereby bind Grantor and Grantor's Heirs, Successors, and Personal Representative to warrant and forever defend, all and singular, the said Premises unto the said Grantee, as Joint Tenants, and Grantee's Heirs, Successors, and Assigns against Grantor and Grantor's Heirs, Successors, Personal Representative, and Assigns, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS Grantors' Hands and Seals this the 18th day of May, in the year of our Lord 2010.

Michael B. Buelee

Donna R. Quirk

Jay Hufnagel
Jay Hufnagel
Christine Hufnagel a/k/a Christine Faye Hufnagel by Jay Donald Hufnagel, her Attorney in Fact

Christine Hufnagel a/k/a Chrisine Faye Hufnagel by Jay Donald Hufnagel, her Attorney in Fact

STATE OF SOUTH CAROLINA)

COUNTY OF ANDERSON)

ACKNOWLEDGMENT

I, the undersigned Notary Public for South Carolina, do hereby certify that Jay Hufnagel and Christine Hufnagel a/k/a Christine Faye Hufnagel, by Jay Donald Hufnagel, her Attorney in Fact, personally appeared before me this day and acknowledged the due execution of foregoing instrument.

SWORN to before me this
18th day of May, 2010.

Michael B. Buelee

Notary Public for South Carolina

My Commission Expires: 10-22-14

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

AFFIDAVIT

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS
Page 1 of 2

2010 MAY 28 P 2:54

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

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at Lot #59, Foxwood Hills
bearing Oconee County Tax Map Number 316-02-01-002, was transferred
by Jay Hufnagel and Christine Hufnagel a/k/a Christine Faye Hufnagel to
Polly Thompson and Cathy J. Swicegood on May 18, 2010

3. Check one of the following: The deed is

- (a) XX subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) _____ exempt from the deed recording fee because (See Information section of affidavit): _____

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) XX The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$38,500.00
- (b) _____ The fee is computed on the fair market value of the realty which is _____
- (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes _____ or No XX to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If A Yes, @ the amount of the outstanding balance of this lien or encumbrance is: _____

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$38,500.00
- (b) Place the amount listed in item 5 above here: 0
- (If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$38,500.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording, fee due is: \$142.45

8. As required by Code Section, 12-24-70, I state that I am a responsible person who was connected with the transaction as: Closing Attorney

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Michael B. Burrell
Responsible Person Connected with the Transaction

SWORN to before me this 18th
day of May 20 10

Michael B. Burrell
Print or Type Name Here

Denise R. Dutilleul
Notary Public for South Carolina
My Commission Expires: 4/21/18

INFORMATION

Except as provided in this paragraph, the term "value" means the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, value means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A family partnership is a partnership whose partners are all members of the same family. A family trust is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. A family means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A charitable entity means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quit claim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quit claim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed--pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

Loan Statement



5045 80151150900-15-01-00
POLLY THOMPSON
14 WOODHEDGE CT
MAULDIN SC 29662-2637

Loan Questions?
Call 1-888-LOAN BBT (1-888-562-622)

June 05, 2010

Account Status

Statement Date 06/06/10
Loan Account Number~~151150900~~9004
Interest Rate 6.50000

Next Payment Due: 06/18/10

Payment Detail

Regular Payment Amount\$251.57
Current Amount Due\$251.57
Past Due Amount\$0.00
Fees / Charges\$0.00
Total Amount Due\$251.57

Transaction History

Date	Description	Amount	Balance
05/18/10	NEW LOAN	\$28,875.00	\$28,875.00

Thank you for choosing BB&T for your loan. Whether you pay online by telephone, in person, by mail, or by automatic draft, you'll receive this monthly statement for your records.

Or, GO PAPERLESS, sign up for BB&T OnLine® Banking today through BBT.com.

Detach here and mail with your payment in the enclosed envelope. Make check payable to BB&T. Be sure to include your loan account number on the check. Allow 7 days for postal delivery.

00225106215929004000000251570488

Payment Form

08015115 900-15-01-00
BB&T ITEM PROCESSING CENTER
PO BOX 580048
CHARLOTTE NC 28258-0048



POLLY THOMPSON
CATHY J SWICEGOOD
Loan Account Number: ~~151150900~~9004
Payment Due Date: 06/18/10
Amount Due: \$251.57
Amount Enclosed \$.

☐ *Check here if you prefer to have your payment drafted.
*Please provide details on back. (OVER)

1520011113 2510621592 9004

ROA PAGE 438

Purchase Lot 58

	Purchase of Adjoining Lot 58	Paid	Check # or Debit
7/27/2012	Amount paid at closing by Polly Thompson	\$34,969.23	3129
6/8/2012	Earnest Money paid to Betsy Vanover by Polly Thompson	\$500.00	3122
		<u>\$35,469.23</u>	

A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB Approval No. 2502-0265

B. Type of Loan

1. ☐ FHA	2. ☐ FmHA	3. ☐ Conv Unins	5. File Number 2012-0314	7. Loan Number	8. Mortgage Insurance Case Number
4. ☐ VA	5. ☐ Conv 'ns	☐ Other			

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 "(POC)" were paid outside the closing, they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower: P. Thompson 14 Woodhedge Court, Mauldin, SC 29662
Cathy J. Swicegood, 14 Woodhedge Court, Mauldin SC 29662

E. Name & Address of Seller: 1031 of the Carolinas as QI for Gary E. and Elizabeth B. Vanover

F. Name & Address of Lender:

G. Property Location: Property Address
507 W Sheffield Dr Westminister South Carolina 29693

Subdivision
Lot 58, Foxwood Hills Subdivision, Section M, Oconee County, South Carolina

PIN
316-02-01-001

H. Settlement Agent: Guest and Brady, LLC, 900 E. North Street, Suite 210, Greenville, SC 29601, (864) 233-7200
Place of Settlement: 900 E. North Street, Suite 210 Greenville, SC 29601

I. Settlement Date: 7/27/2012 Proration Date: 7/27/2012 Disbursement Date: 7/27/2012

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract sales price	\$35,000.00	401. Contract sales price	\$35,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	\$786.20	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	\$35,786.20	420. Gross Amount Due to Seller	\$35,000.00
200. Amounts Paid by or for Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money	\$500.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	\$279.50
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposit or earnest money	\$500.00
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes 1/1/2012 to 7/27/2012	\$316.97	511. County taxes 1/1/2012 to 7/27/2012	\$316.97
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	\$816.97	520. Total Reduction Amount Due Seller	\$1,096.47
300. Cash at Settlement from/to Borrower		600. Cash at Settlement from/to Seller	
301. Gross amount due from borrower (line 120)	\$35,786.20	601. Gross amount due to seller (line 420)	\$35,000.00
302. Less amounts paid by/for borrower (line 220)	(\$816.97)	602. Less reductions in amount due seller (line 520)	(\$1,096.47)
303. Cash ☒ From ☐ To Borrower	\$34,969.23	603. Cash ☒ To ☐ From Seller	\$33,903.53

\$ 34,969.23

Certified
Check

700. Total Sales/Broker's Commission	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows:		
701.		
702.		
703. Commission paid at settlement		
704.		
800. Items Payable in Connection with Loan		
801. Loan origination fee		
802. Loan discount		
803. Appraisal fee		
804. Credit report		
805. Lender's inspection fee		
806. Mortgage insurance application fee		
807. Assumption fee		
808.		
809.		
810.		
811.		
812.		
813.		
900. Items Required by Lender to Be Paid in Advance		
901. Interest from		
902. Mortgage insurance premium for		
903. Hazard insurance premium for		
904.		
905.		
1000. Reserves Deposited with Lender		
1001. Hazard insurance		
1002. Mortgage insurance		
1003. City property taxes		
1004. County property taxes		
1005. Annual assessments		
1006.		
1007.		
1008.		
1009.		
1100. Title Charges		
1101. Settlement or closing fee		
1102. Abstract or title search to Powell Abstracting, LLC	\$195.00	
1103. Title examination		
1104. Title insurance binder		
1105. Document preparation to Guest & Brady, LLC		\$150.00
1106. Notary fees		
1107. Attorney's fees to Guest & Brady, LLC	\$375.00	
Includes above item numbers.		
1108. Title insurance to Guest & Brady, LLC	\$151.20	
Includes above item numbers.		
1109. Lender's coverage		
1110. Owners coverage \$35,000.00	\$151.20	
1111. File archival Fee to Guest & Brady, LLC	\$30.00	
1112. Copier/Courier Fee to Guest & Brady, LLC	\$25.00	
1113.		
1200. Government Recording and Transfer Charges		
1201. Recording fees. Deed \$10.00	\$10.00	
1202. City/county tax/stamps. Deed \$38.50		\$38.50
1203. State tax/stamps. Deed \$91.00		\$91.00
1204.		
1205.		
1206.		
1300. Additional Settlement Charges		
1301. Survey		
1302. Pest inspection		
1303.		
1304.		
1305.		
1306.		
1307.		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	\$786.20	\$279.50

Items marked "POC" were paid outside the closing by: Borrower (POCB), Lender (POCL), Mortgage Broker (POCM), Other (POCO), Real Estate Agent (POCR), or Seller (POCS).

disbursements made on my account or by me in this transaction, I further certify that I have received a copy of HUD-1 Settlement Statement. The Settlement Agent does not warrant or represent the accuracy of information provided by any party, including information concerning POC items and information supplied by the lender in this transaction appearing on this HUD-1 Settlement Statement pertaining to "Comparison of Good Faith Estimate (GFE) and HUD-1 Charges" and "Loan Terms" and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters.

P Thompson

1031 of the Carolinas as Qi for Gary E. and Elizabeth S. Vanover

Cathy J. Swicegood

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction

Guest and Brady, LLC

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18, U.S. Code Section 1001 and Section 1010.

STATE TAX _____
COUNTY TAX _____
EXEMPT ✓

QUITCLAIM DEED

Doc ID: 004215110002 Type: DEE
BK 1952 Pg 243-244

THIS QUITCLAIM DEED, EXECUTED THIS March 19, 2013

BY FIRST PARTY, POLLY THOMPSON AND CATHY J. SWICEGOOD

WHOSE ADDRESS IS: 14 WOODHEDGE CT MAULDIN SC 29662

TO SECOND PARTY, POLLY THOMPSON AND CATHY J. SWICEGOOD
AS JOINT TENANTS, WITH RIGHTS OF SURVIVORSHIP, AND NOT AS TENANTS IN
COMMON

WHOSE ADDRESS IS: 14 WOODHEDGE CT MAULDIN SC 29662

WITNESSETH, THAT THE SAID FIRST PARTY, FOR THE SUM OF \$10.00 HEREBY
REMISE, RELEASE AND QUITCLAIM UNTO THE SAID SECOND PARTY FOREVER, ALL THE
RIGHTS, TITLE, INTEREST AND CLAIM WHICH THE SAID FIRST PARTY HAS IN AND TO THE
FOLLOWING DESCRIBED PARCEL OF LAND, AND IMPROVEMENTS AND APPURTENANCES
THERETO IN THE COUNTY OF OCONEE STATE OF SC TO WIT:

ALL THAT CERTAIN, PIECE, PARCEL OR TRACT OF LAND SITUATED, LYING AND BEING IN
OCONEE COUNTY, SC, AND SHOWN AND DESIGNATED AS LOT 58 SECTION 'M' OF
FOXWOOD HILLS SUBDIVISION (PREVIOUS KNOWN AS MOUNTAIN BAY ESTATES) IN PLAT
BOOK NUMBER 34 PAGE 164 IN THE OFFICE OF CLERK OF COURT FOR OCONEE COUNTY,
SC, FOR A MORE DETAILED DESCRIPTION AS TO THE COURSES METES AND BOUNDS
REFERENCE IS MADE TO SAID PLAT OF RECORD. THIS CONVEYANCE IS SUBJECT TO ALL
RESTRICTIONS AND EASEMENTS OF RECORD IN THE OFFICE OF THE CLERK OF COURT OF
OCONEE COUNTY.

THIS CONVEYANCE IS SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS,
COVENANTS, AND CONDITIONS, RIGHT OF WAY, ZONING RULES AND LAWS AND
REGULATIONS, ANY OF WHICH MAY BE FOUND ON THE PREMISES OR OF RECORD IN THE
OFFICE OF CLERK OF COURT FOR OCONEE COUNTY, SOUTH CAROLINA. THIS BEING THE
IDENTICAL PROPERTY CONVEYED UNTO THE GRANTOR(S) HEREIN BY DEED RECORDED
IN DEED BOOK 1912 PAGE 209-211 TAX MAP # 316-02-01-001.

GRANTEE BY ACCEPTANCE HERE OF AND BY AGREEMENT WITH THE GRANTOR HEREBY
EXPRESSLY ASSUMES AND AGREES TO BE BOUND AND COMPLY WITH ALL THE
COVENANTS, TERMS, PROVISIONS AND CONDITIONS SET FORTH IN THE AFORESAID
DECLARATIONS AND RULES AND REGULATIONS MADE THEREUNDER.

IN WITNESS WHEREOF, THE SAID FIRST PARTY HAS SIGNED AND SEALED THISE PRESENTS
THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED, AND DELIVERED IN PRESENCE OF:

WITNESS A. [Signature]
WITNESS B. [Signature]

* [Signature]
SELLER (POLLY THOMPSON)
* [Signature]
SELLER (CATHY J. SWICEGOOD)

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS
2013 MAR 25 A 11:34

FOR OFFICE USE ONLY
THIS PROPERTY DESIGNATED AS
MAP 316 SUB 02 BLK 01 PARC 001
ON OCONEE COUNTY TAX MAPS
[Signature]
OCONEE COUNTY ASSESSOR

Recorded this 26 day of March
Book 2013 Page 243
Fee
[Signature]
Clerk of Court, Oconee County, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF Oconee

PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED WITNESS AND MADE OATHS THAT
(S)HE WITH THE OTHER WITNESS WHOSE NAME IS SUBSCRIBED ABOVE WITNESSED THE
EXECUTION THEREOF.

SWORN TO BEFORE ME THIS 19 DAY
OF March 2013

John A. [Signature] (SEAL)
NOTARY PUBLIC OF SOUTH CAROLINA
MY COMMISSION EXPIRES May 03, 2022

[Signature]
WITNESS A.

Purchase

(505 W. Sheffield Drive, Westminster, SC)

PALMETTO APPRAISAL SERVICES
P.O. Box 390
Clemson, SC 29633
864-882-8651

July 7, 2011

Oconee Federal Savings & Loan
813 ByPass 123, P.O. Box 1039
Seneca SC 29679

Property - 505 W Sheffield Drive
Westminster, SC 29693
Borrower - Cathy J. Swicegood/Polly A. Thompson
File No. - 32897T
Case No. -

Dear Mr. White:

In accordance with your request, I have prepared an appraisal of the real property located at 505 W Sheffield Drive, Westminster, SC.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the Summary Report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of July 7, 2011 is:

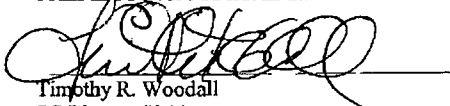
\$190,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

PALMETTO APPRAISAL SERVICES


Timothy R. Woodall
SC License #L91

Settlement Statement (HUD-1A)

Optional Form for transactions without Sellers

Address of Borrower		Name and Address of Lender	
TWICEGOOD R. THOMPSON WEDGE CT SC 29662		OCOONEE FEDERAL SAVINGS AND LOAN ASSOCIATION 115 EAST NORTH SECOND STREET SENECA, SC 29678	
Location: (If different from above) SHEFFIELD DRIVE MYSTER, SC 29693 County, South Carolina SECTION M. HILLS		Settlement Agent John W. Fields, P.A. 10 Commons Blvd Seneca, SC 29678 Place of Settlement 10 Commons Blvd Seneca, SC 29678 Settlement Date August 4, 2011	
Number		Ph. (864)882-1812	
Amount Charges		M. Disbursements to Others	
Payable in Connection with Loan		1501.	
Origination charge \$ 1,520.00 (from GFE #1)		1502.	
Add or charge (points) for the specific interest rate chosen \$ (from GFE #2)		1503.	
Extended origination charges (from GFE #A) 1,520.00		1504.	
Initial fee to PALMETTO APPRAISAL (from GFE #3) 300.00		1505.	
Report to OCOONEE FEDERAL SAVINGS AND LOAN (from GFE #3) 30.00		1506.	
Fee (from GFE #3)		1507.	
Certification (from GFE #3)		1508.	
NOTATION FEE to PALMETTO APPRAISAL (from GFE #B/C/POC) 300.00		1509.	
(from GFE #3)		1510.	
(from GFE #3)		1511.	
(from GFE #3)		1512.	
Required by Lender to Be Paid in Advance		1513. PAYOFF to 27,304.23	
Interest charges from to @ \$ /day (from GFE #10)		1514.	
Life insurance premium for months to (from GFE #3)		1520. Total Disbursed 27,304.23	
Borrower's insurance for years to (from GFE #11)		(enter on line 1603)	
1509.		1510.	
1511.		1512.	
1513. PAYOFF to 27,304.23		1514.	
1520. Total Disbursed 27,304.23		(enter on line 1603)	
Charges		M. Net Settlement	
Title services and lender's title insurance (from GFE #4) 1,309.20		1600. Loan Amount \$ 152,000.00	
Payment or closing fee \$ 870.00		1601. Plus Cash/Check from Borrower \$ 26,678.43	
Lender's title insurance to COMMONWEALTH LAND TITLE INSURANCE COMPANY (from GFE #5) 439.20		1602. Minus Total Settlement Charges (line 1600) \$ 3,224.20	
Lender's title insurance to COMMONWEALTH LAND TITLE INSURANCE COMPANY 439.20		1603. Minus Total Disbursements to Others (line 1520) \$ 27,304.23	
Lender's title policy limit \$ 152,000.00		1604. Equals Disbursements to Borrower (after expiration of any applicable rescission period required by law) \$ 0.00	
Lender's title policy limit \$		1605.	
Borrower's portion of the total title insurance premium \$ 263.52		1606.	
Lender's portion of the total title insurance premium \$ 175.68		1607.	
1608.		1609.	
1610.		1611.	
Government Recording and Transfer Charges		1612.	
Government recording charges to REGISTER OF DEEDS (from GFE #7) 25.00		1613.	
Paid \$ 20.00 Mortgage \$ Releases \$ 5.00 Other \$ (from GFE #8)		1614.	
Transfer taxes (from GFE #8)		1615.	
County/Max/stamps Deed \$ Mortgage \$		1616.	
State tax/stamps Deed \$ Mortgage \$		1617.	
to		1618.	
to		1619.	
Additional Settlement Charges		1620.	
Insured services that you can shop for (from GFE #5) 40.00		1621.	
Enhancement Fee (8 mont to YESI \$		1622.	
\$		1623.	
\$		1624.	
\$		1625.	
\$		1626.	
\$		1627.	
\$		1628.	
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\$		1649.	
\$		1650.	
\$		1651.	
\$		1652.	
\$		1653.	
\$		1654.	
\$		1655.	
\$		16	

outside of closing by borrower(B), seller(S), lender(L), or third-party(T)
 (Indicate Origination Form: 1,000% or 1,520.00)
 to be a true copy.
 I/We hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein

Borrower Cathy J. Snicegood
CATHY J. SNICEGOOD
Polly A. Thompson
POLLY A. THOMPSON

John W. Fields, P.A., Settlement Agent

16. Reporting Burden for this collection of information is estimated at 35 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 valid OMB control number. Use of this document is limited to the purposes for which it is authorized. This is designed to protect the parties to a RESPA covered transaction with information during the settlement process.

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase	HUD-1 Line Number		
Origination charge	# 801	1,880.00	1,520.00
Adjustment or charge (points) for the specific interest rate chosen	# 802		
Adjusted origination charges	# 803	1,880.00	1,520.00
Prepaid taxes	#1203		

Charges That In Total Cannot Increase More than 10%		Good Faith Estimate	HUD-1
Document recording charges	#1201	18.00	25.00
Annual fee	# 804	300.00	300.00
Report	# 805	30.00	30.00
NOTATION FEE	# 808	300.00	300.00
Services and lender's title insurance	#1101	1,525.00	1,309.20
Total		2,173.00	1,964.20
Increase between GFE and HUD-1 Charges		\$ -208.80 or	9.61%

Charges That Can Change		Good Faith Estimate	HUD-1
Deposit for your escrow account	#1001		
Interest charges	# 901	\$ /day	
Owner's insurance	# 903		

Initial loan amount is	\$ 152,000.00
Loan term is	30 years
Initial interest rate is	4.8750 %
Initial monthly amount owed for principal, interest and mortgage insurance is	\$ 604.40 includes ☒ 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 ____%.
If you make payments on time, can your loan balance rise?	☒ No ☐ Yes, it can rise to a maximum of \$_____.
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 _____.
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 \$_____ that results in a total initial monthly amount owed of \$_____. This includes principal, interest, any mortgage insurance and any items checked below: ☐ Property taxes ☐ Flood insurance ☐ ☐ Homeowner's insurance ☐ ☐

If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender

OFFICIAL CHECK

THE REPLACEMENT OF THIS DOCUMENT REQUIRES THE COMPLETION OF A DEBT DECLARATION OF LOSS

500351115

5015102-0001 MAILED IN POST

AUGUST 04, 2011

65-26514

JOHN D. FIELDS

BB# 6678 101543 CB

7A 5A 4 5 4 5 4 5

COPY NON NEGOTIABLE

RESET

[Handwritten Signature]

CLOSING

5015102 C0077 047 08030 10:08 06/11

000000000000 OFFCHECK

11/11



WACHOVIA

WACHOVIA CASHIER'S CHECK

1200680660

Pay To The
Order Of

Wachovia Bank, a division of Wells Fargo Bank, N.A.

Remitter

NON-NEGOTIABLE

Retain this copy. Serial No. required for any future inquiry.

CUSTOMER COPY

Dollars

CUSTOMER COPY

Mortgage and Note

MIN: 1006646-0003236438-4

NOTE

Loan Number: 3236438

MAY 17, 2012

[Date]

GREENVILLE

[City]

SOUTH CAROLINA

[State]

505 W SHEFFIELD DR, WESTMINSTER, SOUTH CAROLINA 29693

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 151,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is ACOPIA, LLC, A CORPORATION

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 3.875 %.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the 1st day of each month beginning on JULY 1, 2012. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JUNE 1, 2042, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 306 NORTHCREEK BLVD, SUITE 100,
GOODLETTSVILLE, TENNESSEE 37072

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 712.41

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits,

then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

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

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"),

dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

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

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

 (Seal)
POLLY THOMPSON -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

[Sign Original Only]



Recent Sales in Neighborhood Recent Sales in Area	Previous Parcel	Next Parcel	Field Definitions	Return to Main Search	Oconee Home
Owner and Parcel Information					
Owner Name	THOMPSON POLLY & SWICEGOOD CATHY J THOMPSON POLLY & SWICEGOOD CATHY J		Today's Date	January 16, 2015	
Mailing Address	14 WOODHEDGE CT MAULDIN, SC 29662		Parcel Number	316-02-01-002 Tax ID: 46452	
			Tax District	(District 015)	
Location Address	505 W SHEFFIELD DR		2012 Millage Rate		
Legal Description	MapPlatB P34 MapPlatP 164		Acres	0.34	
Property Class / Property Type	/ Residential 1 Family		Parcel Map	Show Parcel Map	
Neighborhood	1102798				
Generate Parcel Map					

2013 Tax Year Value Information		
Land Taxable Market Value	Improvement Taxable Market Value	Total Taxable Market Value
\$ 72,220	\$ 138,930	\$ 211,150

Land Information					
Land Type	Frontage	Effective Frontage	Effective Depth	Acres	Square Footage
WF	165.77	166	89.21	0.34	14,810

Residential Building Information								
Occupancy	Style	Base Area Sq Ft	Finished Living Area Sq Ft	Stories	Interior Walls	Exterior Walls	Year Built	Effective Year Built
Single family	31 Contemporary or Modern	1,155	1,155	1.0	Normal for Class	AL/VINYL	2012	2012
Roof Material	Roof Type	Roof Frame	Roof Pitch	Heating Type	Rooms/Bedrooms/Bathrooms	Grade	Sketch	
Metal	Gable	Std for class		Heat pump	5/3/3.0	Good	Show Building Sketch	

Commercial and Miscellaneous Improvement Information							
Building Type	Year Built	Eff Year Built	Length/Width/Height	Size	Grade	Sketch	
CARSHEDO	2011	2011	20 / 12 / 12	240 SF	Avg	Show Sketch	

Sale Information						
Sale Date	Sale Price	Deed Book	Deed Page	Qualification Reason	Grantor	Grantee
2010-06-01	\$ 38,500	1776	262	Valid Arms-length sale tran	HUFNAGEL JAY & CHRISTINE	THOMPSON POLLY & SWICEGOOD CATHY J
2005-11-30	\$ 45,000	1475	085	Valid Arms-length sale tran	GU JIA-JI	HUFNAGEL JAY & CHRISTINE
2000-10-06	\$ 37,000	1111	317	Valid Arms-length sale tran	HEDRICK STEPHANIE M	GU JIA-JI
1999-03-22	\$ 20,000	1024	0074	Valid Arms-length sale tran	COFER THURSTON D	HEDRICK STEPHANIE M
1995-04-11	\$ 6,500	814	262	Valid Arms-length sale tran	BANISTER HUEY P L & BETTY G	COFER THURSTON D

Recent Sales in Neighborhood Recent Sales in Area	Previous Parcel	Next Parcel	Field Definitions	Return to Main Search Page	Oconee Home
The Oconee County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. Website Updated January 11, 2015					

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	Mortgage and Note (Paid by Polly Thompson)	Paid	Check # or Debit
6/29/2012	Mortgage and Escrow	\$831.41	Debit
7/27/2012	Mortgage and Escrow	\$831.41	Debit
8/29/2012	Mortgage and Escrow	\$831.41	Debit
9/29/2012	Mortgage and Escrow	\$831.41	Debit
10/29/2012	Mortgage and Escrow	\$831.41	Debit
11/29/2012	Mortgage and Escrow	\$831.41	Debit
12/29/2012	Mortgage and Escrow	\$831.41	Debit
1/29/2012	Mortgage and Escrow	\$831.41	Debit
2/28/2012	Mortgage and Escrow	\$831.41	Debit
3/27/2013	Mortgage and Escrow	\$831.41	Debit
4/25/2013	Mortgage and Escrow	\$831.41	Debit
5/24/2013	Mortgage and Escrow	\$831.41	Debit
6/26/2013	Mortgage and Escrow	\$831.41	Debit
7/25/2013	Mortgage and Escrow	\$831.41	Debit
8/27/2013	Mortgage and Escrow	\$831.41	Debit
9/25/2013	Mortgage and Escrow	\$831.41	Debit
10/25/2013	Mortgage and Escrow	\$831.41	Debit
11/26/2013	Mortgage and Escrow	\$831.41	Debit
12/6/2013	Mortgage and Escrow	\$831.41	Debit
12/24/2013	Mortgage and Escrow	\$831.41	Debit
1/23/2014	Mortgage and Escrow	\$831.41	Debit

2/25/2014	Mortgage and Escrow	\$831.41	Debit
3/25/2014	Mortgage and Escrow	\$831.41	Debit
4/23/2014	Mortgage and Escrow	\$831.41	Debit
5/22/2014	Mortgage and Escrow	\$831.41	Debit
6/25/2014	Mortgage and Escrow	\$831.41	Debit
7/23/2014	Mortgage and Escrow	\$831.41	Debit
8/25/2014	Mortgage and Escrow	\$915.00	Debit
9/24/2014	Mortgage and Escrow	\$915.00	Debit
10/23/2014	Mortgage and Escrow	\$915.00	Debit
11/24/2015	Mortgage and Escrow	\$915.00	Debit
12/23/2014	Mortgage and Escrow	\$915.00	Debit
1/23/2015	Mortgage and Escrow	\$915.00	Debit
2/25/2015	Mortgage and Escrow	\$915.00	Debit
		\$28,853.07	

RECIPIENT'S/LENDER'S name, address and telephone number

01/08/13

Wells Fargo Bank, N.A.
Return Mail Operations
Po Box 14411
Des Moines, IA 50306-3411

We accept telecommunications relay service calls.

Fax #: 1-866-278-1179

Phone #: 1-800-222-0238

PAYER'S/BORROWER'S name, street address, city, state, and ZIP code

POLLY THOMPSON
14 WOODHEDGE CT
MAULDIN, SC 29662-2637

☐ CORRECTED (if checked)

LAKE House
Maurice
DORR LOAN

*Caution: The amount shown may not be fully deductible by you. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person.

OMB No.
1545-0901

2012

Substitute
Form 1098

MORTGAGE INTEREST STATEMENT

Copy B
For Payer

The information in boxes 1, 2, and 3 is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for this mortgage interest or for these points or because you did not report this refund of interest on your return.

RECIPIENT Federal Identification no.

94-1347393

PAYER'S Social Security number

XXX-XX-7817

1 Mortgage interest received from payer(s)/borrower(s)

\$3,409.32

2 Points paid on purchase of principal residence (See Box 2 on back)

\$0.00

3 Refund of overpaid interest (See Box 3 on back)

\$0.00

4 Real Estate Taxes

\$462.21

Account number (optional)

0414078279

Form 1098 Substitute

SEE BACK SIDE FOR IMPORTANT INFORMATION (Keep for your records.)

Department of the Treasury Internal Revenue Service

Please consult a Tax Advisor about the deductibility of any payments made by you or others.

Principal reconciliation		Property address
\$151,500.00	Beginning balance	505 W SHEFFIELD DR WESTMINSTER SC 29693
\$1,577.55	Principal applied	
\$149,922.45	Ending balance	
		\$831.41 Total current payment
		\$119.00 Escrow portion of pmt

2012 INTEREST DETAIL

TOTAL INTEREST APPLIED 2012

\$3,409.32

2012 MORTGAGE INTEREST RECEIVED FROM PAYER/BORROWER(S)

\$3,409.32

If you have questions about your loan, you can use the number listed at the top of this statement. By selecting one of the options listed, you can receive information regarding:

- Taxes paid year-to-date
- Interest paid year-to-date
- The amount & date of your last payment
- Other valuable information

If you prefer to not receive a paper copy of this statement and receive it online only for future years, register at wells Fargo and select Delivery Preferences. We issue tax documents to the primary account owner. For security reasons, tax documents are available for online viewing only by the owner of the Taxpayer Identification Number (TIN) associated with the IRS reporting.

Wells Fargo Home Mortgage, a division of Wells Fargo Bank, N.A., believes Customers come first. You can always count on us to provide the excellent service you've come to expect.



RECIPIENT'S/LENDER'S name, address and telephone number

01/01/14

Wells Fargo Bank, N.A.
Return Mail Operations
Po Box 14411
Des Moines, IA 50306-3411

We accept telecommunications relay service calls.
Fax #: 1-866-278-1179
Phone #: 1-800-222-0238

PAYER'S/BORROWER'S name, street address, city, state, and ZIP code

POLLY THOMPSON
14 WOODHEDGE CT
MAULDIN, SC 29662-2637

☐ CORRECTED (if checked)

*Caution: The amount shown may not be fully deductible by you. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person.

OMB No.
1545-0901

2013

Substitute
Form 1098

MORTGAGE INTEREST STATEMENT

Copy
For Pay

The information in boxes 1, 2, 3 and 4 is important information and is being furnished to the Internal Revenue Service. If you are required to file a return on your income, this information may be important to you if the IRS determines that an underpayment of tax results because you overstated a deduction for mortgage interest or these points or because you did not report this refund interest on your return.

RECIPIENT Federal Identification no.	94-1347393
PAYER'S Social Security number	XXX-XX-7817
1 Mortgage Interest received from payer(s)/borrower(s)	\$5,754.81
2 Points paid on purchase of principal residence (See Box 2 on back.)	\$0.00
3 Refund of overpaid interest (See Box 3 on back.)	\$0.00
4 Mortgage Insurance Premiums	\$0.00
5 Real Estate Taxes	\$886.40
Account number (optional)	0414078279

Form 1098 Substitute

SEE BACK SIDE FOR IMPORTANT INFORMATION (Keep for your records.)

Department of the Treasury - Internal Revenue Service

Please consult a Tax Advisor about the deductibility of any payments made by you or others.

Principal reconciliation	Property address
\$149,922.45 Beginning balance \$3,132.14 Principal applied \$146,790.31 Ending balance	505 W SHEFFIELD DR WESTMINSTER SC 29693
	\$800.68 Total current payment \$88.27 Escrow portion of pmt

2013 INTEREST DETAIL

TOTAL INTEREST APPLIED 2013	\$5,754.81
2013 MORTGAGE INTEREST RECEIVED FROM PAYER/BORROWER(S)	\$5,754.81

If you have questions about your loan, you can use the number listed at the top of this statement. By selecting one of the options listed, you can receive information regarding:

- Taxes paid year-to-date
- Interest paid year-to-date
- The amount & date of your last payment
- Other valuable information

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RECIPIENT'S/LENDER'S name, address and telephone number

01/01/15

Wells Fargo Bank, N.A.
Return Mail Operations
PO Box 14411
Des Moines, IA 50306-3411

We accept telecommunications relay service calls.

Fax #: 1-866-278-1179

Phone #: 1-800-222-0238

☐ CORRECTED (if checked)

PAYER'S/BORROWER'S name, street address, city, state, and ZIP code

POLLY THOMPSON
PO BOX 163
MAULDIN, SC 29662-0163

LAKE

*Caution: The amount shown may not be fully deductible by you. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person.

OMB No.
3545-0901

2014

Substitute
Form 1098

RECIPIENT Federal Identification no.

94-1347393

PAYER'S Social Security number

XXX-XX-7817

1. Mortgage interest received from payer(s)/borrower(s)

\$5,631.14

2. Points paid on purchase of principal residence (See Box 2 on back.)

\$0.00

3. Refund of overpaid interest (See Box 3 on back.)

\$0.00

4. Mortgage insurance

\$0.00

Account number (optional)

0414078279

5. Real Estate Taxes

\$886.40

MORTGAGE
INTEREST
STATEMENT

Copy B

For Payer

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Form 1098 Substitute SEE BACK SIDE FOR IMPORTANT INFORMATION (Keep for your records.) Department of the Treasury - Internal Revenue Service

Please consult a Tax Advisor about the deductibility of any payments made by you or others.

Payment information	Property address
\$915.00 Total current payment \$202.59 Escrow portion of pmt	505 W SHEFFIELD DR WESTMINSTER SC 29693

2014 INTEREST DETAIL

TOTAL INTEREST APPLIED 2014

2014 MORTGAGE INTEREST RECEIVED FROM PAYER/BORROWER(S)

\$5,631.14

\$5,631.14

If you have questions about your loan, you can use the number listed at the top of this statement. By selecting one of the options listed, you can receive information regarding:

- Taxes paid year-to-date
- Interest paid year-to-date
- The amount & date of your last payment
- Other valuable information

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POA Fees and Tax Payments

Taxes and POA Fees (Paid By Polly Thompson)

10/6/2012	Oconee County Tax	\$1,043.70	1010
3/6/2012	Foxwood Hills POA Fee	\$75.00	3108
3/6/2012	Foxwood Hills POA	\$387.00	3109
6/25/2013	Foxwood Hills POA	\$673.00	3158
3/1/2014	Foxwood Hills POA Fees	\$189.00	1044
3/5/2014	Foxwood Hills POA Fees	\$495.00	1045
		<u>\$2,862.70</u>	

Construction and Improvements

	Construction / Improvements (Paid by Polly Thompson)	Paid	Check # or Debit
5/18/2010	Bob Connor	\$830.00	3014
6/2/2010	Shawn Kern	\$300.00	3017
9/5/2010	Bob Connor	\$250.00	3031
2/8/2011	TESI Water/Sewer Annual Fee	\$59.99	3047
3/20/2011	B&D Grading	\$600.00	3056
3/13/2012	Blue Ridge Electric	\$138.11	3110
7/27/2012	Harland Meyer for dock work	\$4,050.00	3131
8/4/2011	Mitchell Bruce	\$5,000.00	1005
11/19/2012	Willie Raphael	\$975.00	1001
11/19/2012	Willie Raphael	\$2,100.00	1002
12/8/2012	Tim Ramsey	\$3,700.00	1008
3/6/2012	Paid CJS Lowes card	\$7,426.64	3106
7/16/2012	Cathy Swicegood	\$5,000.00	3126
9/25/2012	Cathy Swicegood	\$3,000.00	3142
10/26/2012	Cathy Swicegood	\$1,000.00	3148
			ARC Check
3/9/2012	Cathy Swicegood's Lowes Card Payment	\$7,426.67	Payment
10/28/2013	Harland Meyer	\$879.00	3213
		<u>\$42,735.41</u>	

Utilities

	Utilities	Paid	Check # or Debit
8/24/2012	AT & T landline for alarm system	\$25.73	Debit
9/24/2012	AT & T landline for alarm system	\$26.01	Debit
10/24/2012	AT & T landline for alarm system	\$26.17	Debit
11/23/2012	AT & T landline for alarm system	\$26.14	Debit
12/21/2013	AT & T landline for alarm system	\$78.86	Debit
1/25/2013	AT & T landline for alarm system	\$56.75	Debit
2/25/2013	AT & T landline for alarm system	\$56.33	Debit
3/21/2013	AT & T landline for alarm system	\$56.72	Debit
4/23/2013	AT & T landline for alarm system	\$56.54	Debit
5/22/2013	AT & T landline for alarm system	\$56.54	Debit
6/20/2013	AT & T landline for alarm system	\$56.54	Debit
7/23/2013	AT & T landline for alarm system	\$56.88	Debit
8/21/2013	AT & T landline for alarm system	\$57.13	Debit
9/19/2013	AT & T landline for alarm system	\$57.13	Debit
10/21/2013	AT & T landline for alarm system	\$56.59	Debit
11/20/2013	AT & T landline for alarm system	\$56.86	Debit
12/6/2013	AT & T landline for alarm system	\$56.86	Debit
12/18/2013	AT & T landline for alarm system	\$56.89	Debit
1/15/2014	AT & T landline for alarm system	\$56.89	Debit
1/30/2014	AT & T landline for alarm system	\$61.44	Debit
3/27/2014	AT & T landline for alarm system	\$20.44	Debit
4/23/2014	AT & T landline for alarm system	\$20.44	Debit
5/21/2014	AT & T landline for alarm system	\$45.35	Debit
6/19/2014	AT & T landline for alarm system	\$45.34	Debit
7/21/2014	AT & T landline for alarm system	\$45.34	Debit
8/22/2014	AT & T landline for alarm system	\$46.56	Debit
9/24/2014	AT & T landline for alarm system	\$45.88	Debit
10/22/2014	AT & T landline for alarm system	\$45.88	Debit
11/24/2014	AT & T landline for alarm system	\$45.95	Debit
12/23/2014	AT & T landline for alarm system	\$45.96	Debit
1/22/2015	AT & T landline for alarm system	\$48.20	Debit
2/24/2014	AT & T landline for alarm system	\$48.31	Debit
	Total for land line	<u>\$1,542.65</u>	
	Total At&T landline payments since January 2014	\$621.98	

		Paid	Check # or Debit
6/29/2012	ADT Alarm System	\$43.78	Debit
7/18/2012	ADT Alarm System	\$43.78	Debit
8/18/2012	ADT Alarm System	\$43.78	Debit
9/28/2012	ADT Alarm System	\$43.78	Debit
10/18/2012	ADT Alarm System	\$43.78	Debit
11/18/2012	ADT Alarm System	\$43.78	Debit
12/18/2012	ADT Alarm System	\$43.78	Debit
1/18/2013	ADT Alarm System	\$43.78	Debit
2/18/2013	ADT Alarm System	\$43.78	Debit
3/18/2013	ADT Alarm System	\$43.78	Debit
4/18/2013	ADT Alarm System	\$43.78	Debit
5/20/2013	ADT Alarm System	\$43.78	Debit
6/18/2013	ADT Alarm System	\$43.78	Debit
7/18/2013	ADT Alarm System	\$43.78	Debit
08/19/2013	ADT Alarm System	\$43.78	Debit
9/18/2013	ADT Alarm System	\$43.78	Debit
10/18/2013	ADT Alarm System	\$43.78	Debit
12/21/2013	ADT Alarm System	\$130.05	Debit
1/18/2014	ADT Alarm System	\$43.78	Debit
2/18/2014	ADT Alarm System	\$43.78	Debit
3/19/2014	ADT Alarm System	\$43.78	Debit
5/18/2014	ADT Alarm System	\$43.78	Debit
5/18/2014	ADT Alarm System	\$43.78	Debit
7/18/2014	ADT Alarm System	\$43.78	Debit
7/22/2014	ADT Alarm System	\$43.78	Debit
8/18/2014	ADT Alarm System	\$43.78	Debit
9/28/2014	ADT Alarm System	\$43.78	Debit
10/18/2014	ADT Alarm System	\$43.78	Debit
11/18/2014	ADT Alarm System	\$43.78	Debit
12/18/2014	ADT Alarm System	\$43.78	Debit
1/18/2015	ADT Alarm System	\$43.78	Debit
2/18/2015	ADT Alarm System	\$43.78	Debit
		<u>\$1,487.23</u>	

Total ADT payments ^Dsince January 2014 \$612.92

Total Utilities Paid to date By Polly Thompson \$3,029.88

Financial Breakdown and Summary

Financial Breakdown and Summary 505 W. Sheffield Drive

	<u>Purchase of Lake Lot 59</u>	<u>Paid</u>	<u>heck # or Debit</u>
5/18/2010	Amount paid at closing by Polly Thompson	\$10,209.98	3013
		<u>\$10,209.98</u>	

	<u>Purchase of Adjoining Lot 58</u>		
7/27/2012	Amount paid at closing by Polly Thompson	\$34,969.23	3129
6/8/2012	Earnest Money paid to Betsy Vanover by Polly Thompson	\$500.00	3122
		<u>\$35,469.23</u>	

	<u>Purchase of 505 W. Sheffield Drive</u>		
8/4/2011	Amount paid at closing by Polly Thompson	\$6,678.43	BB & T Cashiers Check
8/4/2011	Amount paid at closing by Cathy Swicegood	\$22,000.00	Wachovia Cashier's Check

	<u>Mortgage and Note (Paid by Polly Thompson)</u>		
6/29/2012	Mortgage and Escrow	\$831.41	Debit
7/27/2012	Mortgage and Escrow	\$831.41	Debit
8/29/2012	Mortgage and Escrow	\$831.41	Debit
9/29/2012	Mortgage and Escrow	\$831.41	Debit
10/29/2012	Mortgage and Escrow	\$831.41	Debit
11/29/2012	Mortgage and Escrow	\$831.41	Debit
12/29/2012	Mortgage and Escrow	\$831.41	Debit
1/29/2012	Mortgage and Escrow	\$831.41	Debit
2/28/2012	Mortgage and Escrow	\$831.41	Debit

3/27/2013	Mortgage and Escrow	\$831.41	Debit
4/25/2013	Mortgage and Escrow	\$831.41	Debit
5/24/2013	Mortgage and Escrow	\$831.41	Debit
6/26/2013	Mortgage and Escrow	\$831.41	Debit
7/25/2013	Mortgage and Escrow	\$831.41	Debit
8/27/2013	Mortgage and Escrow	\$831.41	Debit
9/25/2013	Mortgage and Escrow	\$831.41	Debit
10/25/2013	Mortgage and Escrow	\$831.41	Debit
11/26/2013	Mortgage and Escrow	\$831.41	Debit
12/6/2013	Mortgage and Escrow	\$831.41	Debit
12/24/2013	Mortgage and Escrow	\$831.41	Debit
1/23/2014	Mortgage and Escrow	\$831.41	Debit
2/25/2014	Mortgage and Escrow	\$831.41	Debit
3/25/2014	Mortgage and Escrow	\$831.41	Debit
4/23/2014	Mortgage and Escrow	\$831.41	Debit
5/22/2014	Mortgage and Escrow	\$831.41	Debit
6/25/2014	Mortgage and Escrow	\$831.41	Debit
7/23/2014	Mortgage and Escrow	\$831.41	Debit
8/25/2014	Mortgage and Escrow	\$915.00	Debit
9/24/2014	Mortgage and Escrow	\$915.00	Debit
10/23/2014	Mortgage and Escrow	\$915.00	Debit
11/24/2015	Mortgage and Escrow	\$915.00	Debit
12/23/2014	Mortgage and Escrow	\$915.00	Debit
1/23/2015	Mortgage and Escrow	\$915.00	Debit
2/25/2015	Mortgage and Escrow	\$915.00	Debit
		\$28,853.07	

Taxes and POA Fees (Paid By Polly Thompson)

10/6/2012	Oconee County Tax	\$1,043.70	1010
3/6/2012	Foxwood Hills POA Fee	\$75.00	3108
3/6/2012	Foxwood Hills POA	\$387.00	3109
6/25/2013	Foxwood Hills POA	\$673.00	3158
3/1/2014	Foxwood Hills POA Fees	\$189.00	1044

3/5/2014

Foxwood Hills POA Fees

\$495.00

1045

\$2,862.70Construction / Improvements (Paid by Polly Thompson)

5/18/2010	Bob Connor	\$830.00	3014
6/2/2010	Shawn Kern	\$300.00	3017
9/5/2010	Bob Connor	\$250.00	3031
2/8/2011	TESI Water/Sewer Annual Fee	\$59.99	3047
3/20/2011	B&D Grading	\$600.00	3056
3/13/2012	Blue Ridge Electric	\$138.11	3110
7/27/2012	Harland Meyer for dock work	\$4,050.00	3131
8/4/2011	Mitchell Bruce	\$5,000.00	1005
11/19/2012	Willie Raphael	\$975.00	1001
11/19/2012	Willie Raphael	\$2,100.00	1002
12/8/2012	Tim Ramsey	\$3,700.00	1008
3/6/2012	Paid CJS Lowes card	\$7,426.64	3106
7/16/2012	Cathy Swicegood	\$5,000.00	3126
9/25/2012	Cathy Swicegood	\$3,000.00	3142
10/26/2012	Cathy Swicegood	\$1,000.00	3148
			ARC Check
3/9/2012	Cathy Swicegood's Lowes Card Payment	\$7,426.67	Payment
10/28/2013	Harland Meyer	\$879.00	3213
		<u>\$42,735.41</u>	

Utilities

8/24/2012	AT & T landline for alarm system	\$25.73	Debit
9/24/2012	AT & T landline for alarm system	\$26.01	Debit
10/24/2012	AT & T landline for alarm system	\$26.17	Debit
11/23/2012	AT & T landline for alarm system	\$26.14	Debit
12/21/2013	AT & T landline for alarm system	\$78.86	Debit
1/25/2013	AT & T landline for alarm system	\$56.75	Debit

2/25/2013	AT & T landline for alarm system	\$56.33	Debit
3/21/2013	AT & T landline for alarm system	\$56.72	Debit
4/23/2013	AT & T landline for alarm system	\$56.54	Debit
5/22/2013	AT & T landline for alarm system	\$56.54	Debit
6/20/2013	AT & T landline for alarm system	\$56.54	Debit
7/23/2013	AT & T landline for alarm system	\$56.88	Debit
8/21/2013	AT & T landline for alarm system	\$57.13	Debit
9/19/2013	AT & T landline for alarm system	\$57.13	Debit
10/21/2013	AT & T landline for alarm system	\$56.59	Debit
11/20/2013	AT & T landline for alarm system	\$56.86	Debit
12/6/2013	AT & T landline for alarm system	\$56.86	Debit
12/18/2013	AT & T landline for alarm system	\$56.89	Debit
1/15/2014	AT & T landline for alarm system	\$56.89	Debit
1/30/2014	AT & T landline for alarm system	\$61.44	Debit
3/27/2014	AT & T landline for alarm system	\$20.44	Debit
4/23/2014	AT & T landline for alarm system	\$20.44	Debit
5/21/2014	AT & T landline for alarm system	\$45.35	Debit
6/19/2014	AT & T landline for alarm system	\$45.34	Debit
7/21/2014	AT & T landline for alarm system	\$45.34	Debit
8/22/2014	AT & T landline for alarm system	\$46.56	Debit
9/24/2014	AT & T landline for alarm system	\$45.88	Debit
10/22/2014	AT & T landline for alarm system	\$45.88	Debit
11/24/2014	AT & T landline for alarm system	\$45.95	Debit
12/23/2014	AT & T landline for alarm system	\$45.96	Debit
1/22/2015	AT & T landline for alarm system	\$48.20	Debit
2/24/2015	AT & T landline for alarm system	\$48.31	Debit

Total for land line

\$1,542.65

Total At&T landline payments *since* January 2014

\$621.98

6/29/2012	ADT Alarm System	\$43.78	Debit
7/18/2012	ADT Alarm System	\$43.78	Debit
8/18/2012	ADT Alarm System	\$43.78	Debit

9/28/2012	ADT Alarm System	\$43.78	Debit
10/18/2012	ADT Alarm System	\$43.78	Debit
11/18/2012	ADT Alarm System	\$43.78	Debit
12/18/2012	ADT Alarm System	\$43.78	Debit
1/18/2013	ADT Alarm System	\$43.78	Debit
2/18/2013	ADT Alarm System	\$43.78	Debit
3/18/2013	ADT Alarm System	\$43.78	Debit
4/18/2013	ADT Alarm System	\$43.78	Debit
5/20/2013	ADT Alarm System	\$43.78	Debit
6/18/2013	ADT Alarm System	\$43.78	Debit
7/18/2013	ADT Alarm System	\$43.78	Debit
08/19,2013	ADT Alarm System	\$43.78	Debit
9/18/2013	ADT Alarm System	\$43.78	Debit
10/18/2013	ADT Alarm System	\$43.78	Debit
12/21/2013	ADT Alarm System	\$130.05	Debit
1/18/2014	ADT Alarm System	\$43.78	Debit
2/18/2014	ADT Alarm System	\$43.78	Debit
3/19/2014	ADT Alarm System	\$43.78	Debit
5/18/2014	ADT Alarm System	\$43.78	Debit
5/18/2014	ADT Alarm System	\$43.78	Debit
7/18/2014	ADT Alarm System	\$43.78	Debit
7/22/2014	ADT Alarm System	\$43.78	Debit
8/18/2014	ADT Alarm System	\$43.78	Debit
9/28/2014	ADT Alarm System	\$43.78	Debit
10/18/2014	ADT Alarm System	\$43.78	Debit
11/18/2014	ADT Alarm System	\$43.78	Debit
12/18/2014	ADT Alarm System	\$43.78	Debit
1/18/2015	ADT Alarm System	\$43.78	Debit
2/18/2015	ADT Alarm System	\$43.78	Debit
		<u>\$1,487.23</u>	

Total ADT payments *since* January 2014 \$612.92

Total Utilities Paid to date By Polly Thompson \$3,029.88

Summary of Totals

Amount Paid by Cathy Swicegood	\$22,000.00
Total Amount Paid to date by Polly Thompson	\$129,838.70

Total Amounts paid by Polly Thompson *since* January 2014

Mortgage Payments	\$12,224.87
POA Payments	\$684.00
Utilities paid	\$1,234.90
	<u>\$14,143.77</u>

Chamberlain Law Firm

Margaret A. Chamberlain
Attorney at Law

January 28, 2014

by e-mail only to john@johnreckenbeillaw.com

Mr. John G. Reckenbeil
Attorney at law
Post Office Box 1633
Spartanburg, South Carolina 29304



RE: Cathy Swicegood

Dear Mr. Reckenbeil:

We still do not have date on which Cathy Swicegood would like to pick up her things. As we indicated previously, she was to pick up her things by the end of today. As a courtesy, we will extend the deadline **only if** you immediately provide us with a date in the **near future** when Ms. Swicegood would like to pick up her things.

There is no reason for Ms. Swicegood to come about Polly Thompson's home, other than to pick-up her belongings on a mutually-agreed-upon day. Any mail Ms. Swicegood receives at Polly Thompson's home will be available for Ms. Swicegood at my office.

It has come to Ms. Thompson's attention that the locks have been changed on the Lake Hartwell property. Ms. Thompson needs copies of the keys and lock code immediately.

Thank you for your attention to these matters.

Sincerely yours,

A handwritten signature in blue ink that reads "Margaret A. Chamberlain". The signature is fluid and cursive, with the last name being particularly prominent.

Margaret A. Chamberlain

MAC:mhm

cc: Ms. Polly Thompson (by e-mail only)

January 28, 2014

VIA EMAIL ONLY

Margaret Chamberlain, Esq.
P.O. Box 10184
Greenville, SC 29603



RE: Polly Thompson and Cathy Swicegood

Dear Ms. Chamberlain:

It was agreed that Cathy would move to the lake house property and vacate the Mauldin residence. While legal technicalities say that Polly has part ownership of the lake house, for the sake of sanity and security, it would be in the best interest that Polly not have keys/access to the lake house at this point in time. The constrictions of time in which Cathy is attempting to fulfill her employment responsibilities do not allow her the time or ability to have personal items removed from Polly's Mauldin home and have Polly retrieve all personal items at the lake house. In light of every thing that has taken place, I am going to request that Sheriff deputies from each respective county be present when items are removed from the other's premises.

There is so much "bad blood" between the parties that mediation is just going to be a mud-slinging contest. At this point in time, mediation seems fruitless effort since we are continually dealing with issues that are meant to be dealt with at mediation. If we cannot handle everything at mediation, then let me know that it is cancelled, and we can each go the legal route to include all responsibilities under the Landlord Tenant Act.

Yours very truly,

A handwritten signature in cursive script, appearing to read "John G. Reickenbeil".

John G. Reickenbeil

JGR/kae

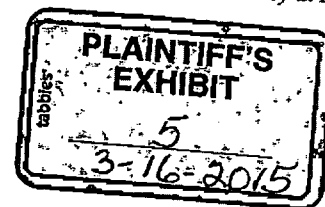
215 Magnolia St • PO Box 1633 • Spartanburg, SC 29304
Phone (864) 582-5472 • Fax (864) 582-7280

Keri A. Eadie, Legal Assistant
keri@johnreickenbeillaw.com

Chamberlain Law Firm LLC

Margaret A. Chamberlain
Attorney at Law

Melissa H. Moore
Attorney at Law



March 5, 2014

by facsimile transmission to (864) 582-7280 and by U.S. Mail

Mr. John G. Reckenbeil
Attorney at law
Post Office Box 1633
Spartanburg, South Carolina 29304

RE: Cathy Swicegood

Dear Mr. Reckenbeil:

My client, Polly Thompson, would like to access the house at Lake Hartwell on Sunday, March 9, 2014, or Saturday, March 15, 2014, or Sunday, March 16, 2014. Please ask Ms. Swicegood to provide keys to the property, along with the access code.

I appreciate your assistance with this matter.

Sincerely yours,

A handwritten signature in cursive script that reads "Margaret A. Chamberlain".

Margaret A. Chamberlain

MAC/mhm

600 Pettigru Street • Greenville, South Carolina 29601
Telephone (864) 250-0505 • Facsimile (864) 271-8097
www.ChamberlainLawFirmLLC.com

Chamberlain Law Firm LLC

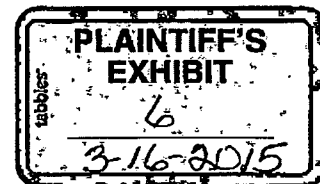
Margaret A. Chamberlain
Attorney at Law

December 2, 2014

Melissa H. Moore
Attorney at Law

by facsimile transmission to (864) 582-7280
and e-mail to john@johnreickenbeillaw.com
and keri@johnreickenbeillaw.com

Mr. John G. Reckenbeil
Attorney at law
Post Office Box 1633
Spartanburg, South Carolina 29304



RE: *Polly Thompson v. Cathy Swicegood and Wells Fargo*
Case No.: 2014-CP-37-00143

Dear Mr. Reckenbeil:

My client, Polly Thompson, just discovered Cathy Swicegood has dumped some of Ms. Thompson's belongings from the lake house onto the porch. By doing so, Ms. Swicegood has exposed the property to the elements, which has resulted in mold and moisture damage. Ms. Thompson's property includes family heirlooms that cannot be replaced. Ms. Swicegood knew from previous experience that placing these items on the porch would cause them to mold and mildew. Ms. Thompson removed her items from the porch she could carry, but was unable to move the heavier items such as her grandfather's armoire. Because Ms. Thompson does not have a key or access code to the property, she could not check on her remaining belongings. Your client must immediately cease destroying Polly Thompson's property.

Will your client agree not to destroy, damage, remove or encumber any property that at the time of filing was located in either the lake house or the Hilton Head condo or allow anyone else to do so? If she will agree, please let me know by 4:00 p.m. this Thursday, and I shall draft a consent order to that effect.

Cathy Swicegood's continued interference with Ms. Thompson's access to the lake house is not beneficial to anyone. Please have Ms. Swicegood provide the keys and access code to this property to my office no later than 4:00 p.m., Thursday, December 4, 2014. I appreciate your assistance with these matters.

Sincerely yours,

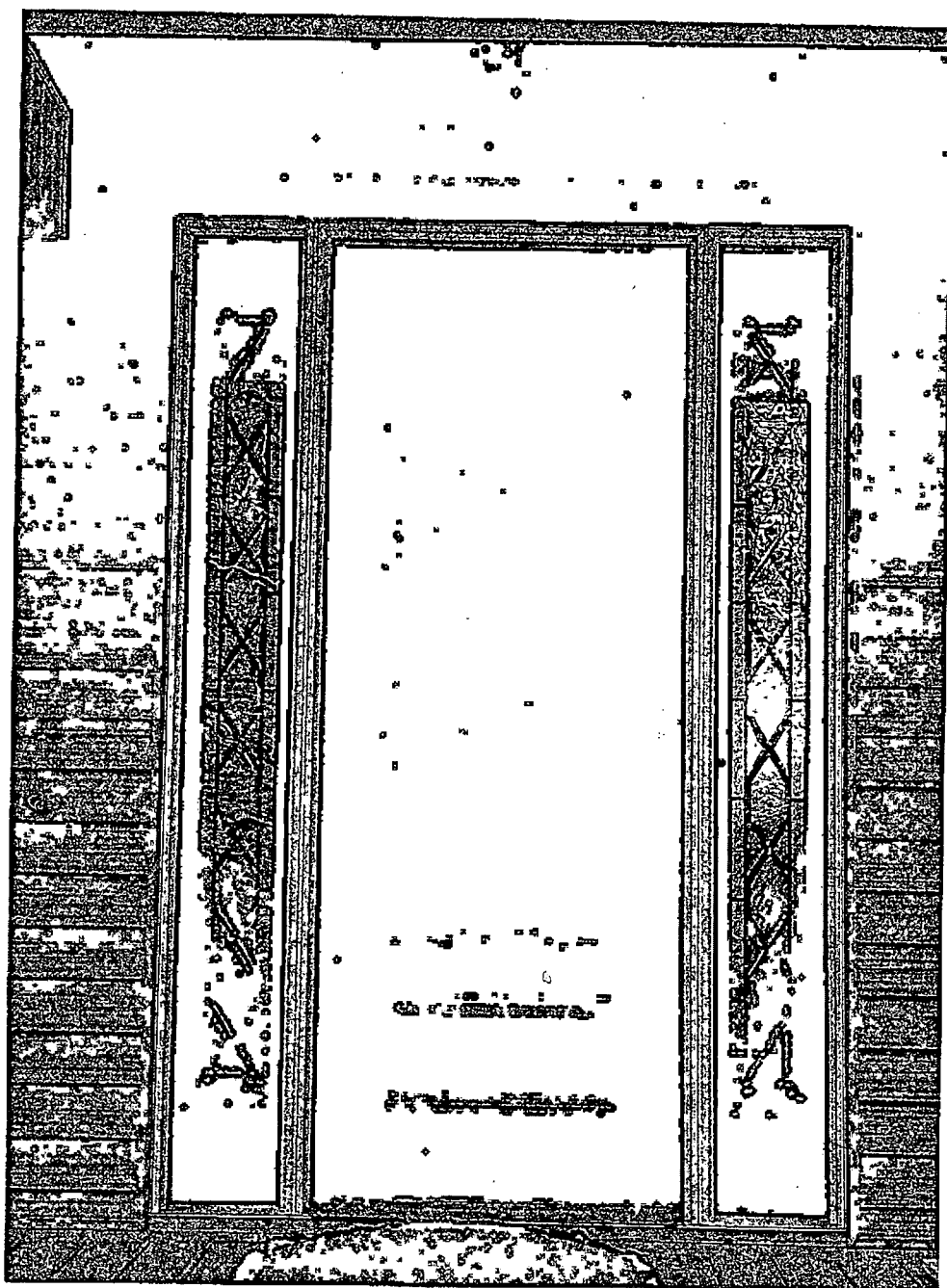
A handwritten signature in cursive script that reads "Margaret A. Chamberlain".

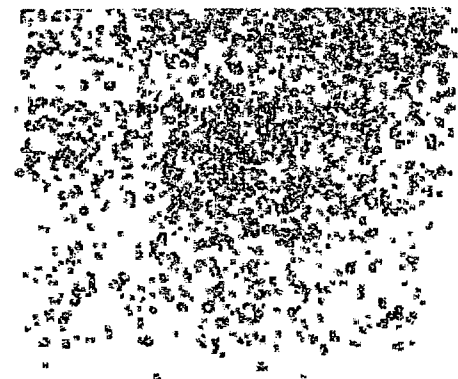
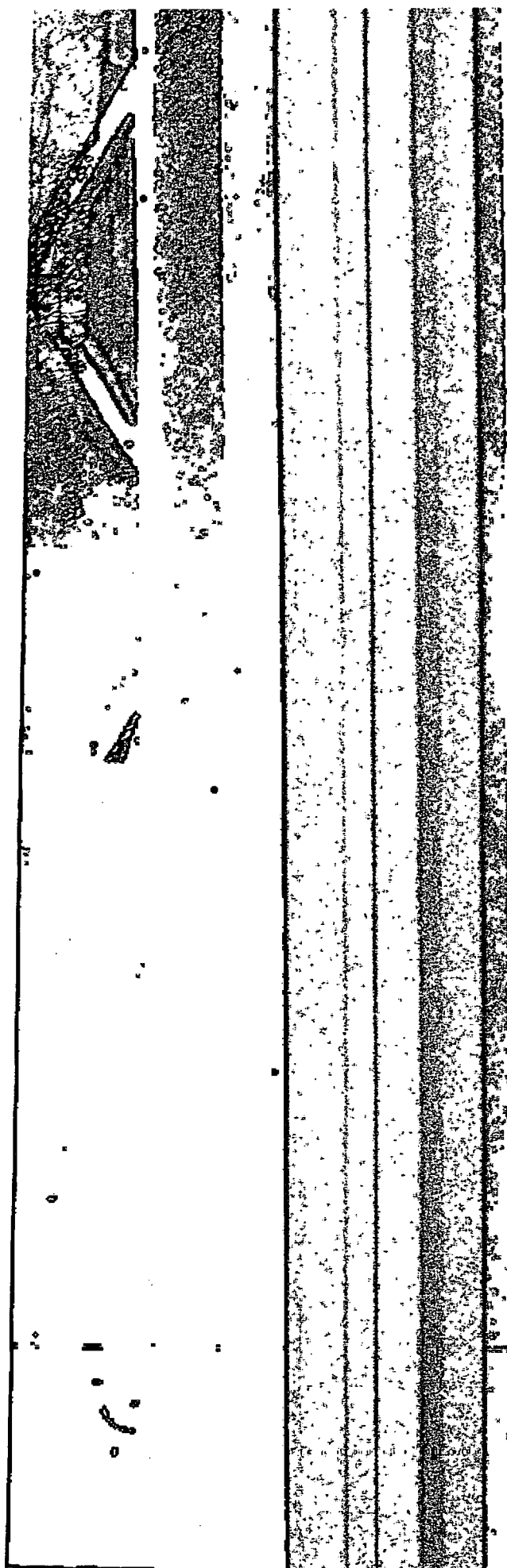
Margaret A. Chamberlain

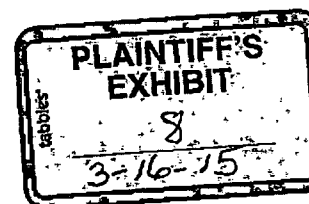
MAC/mhm

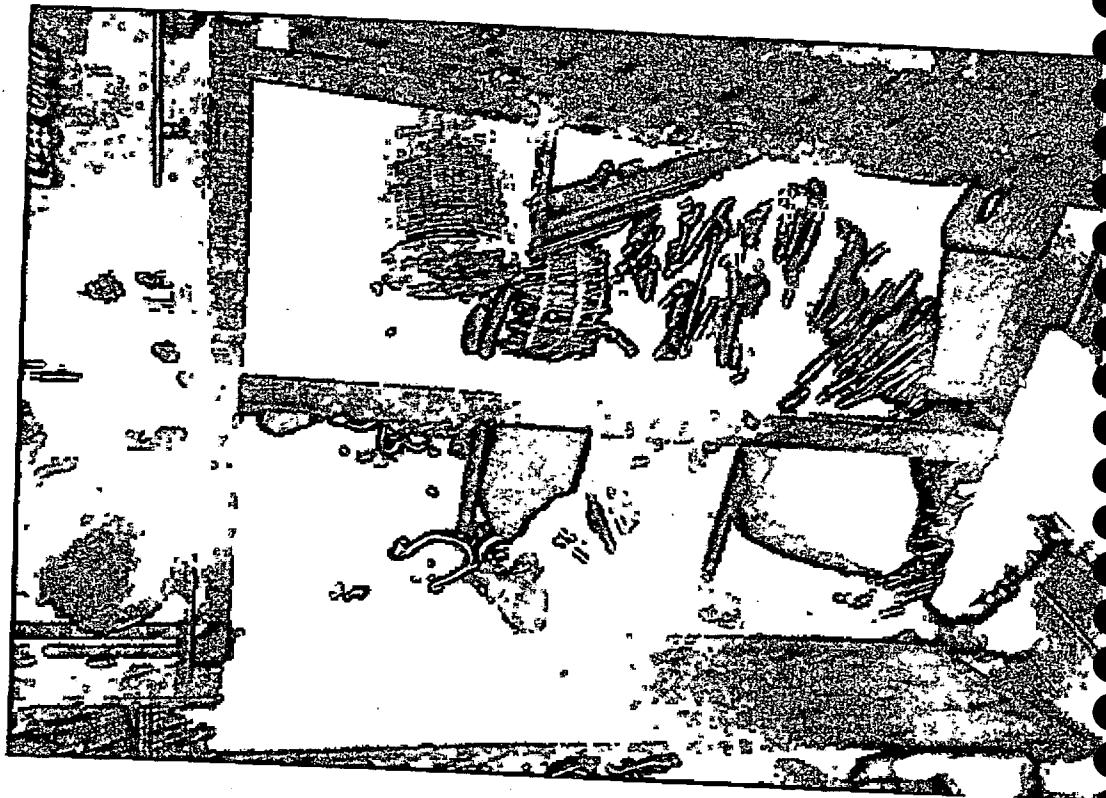
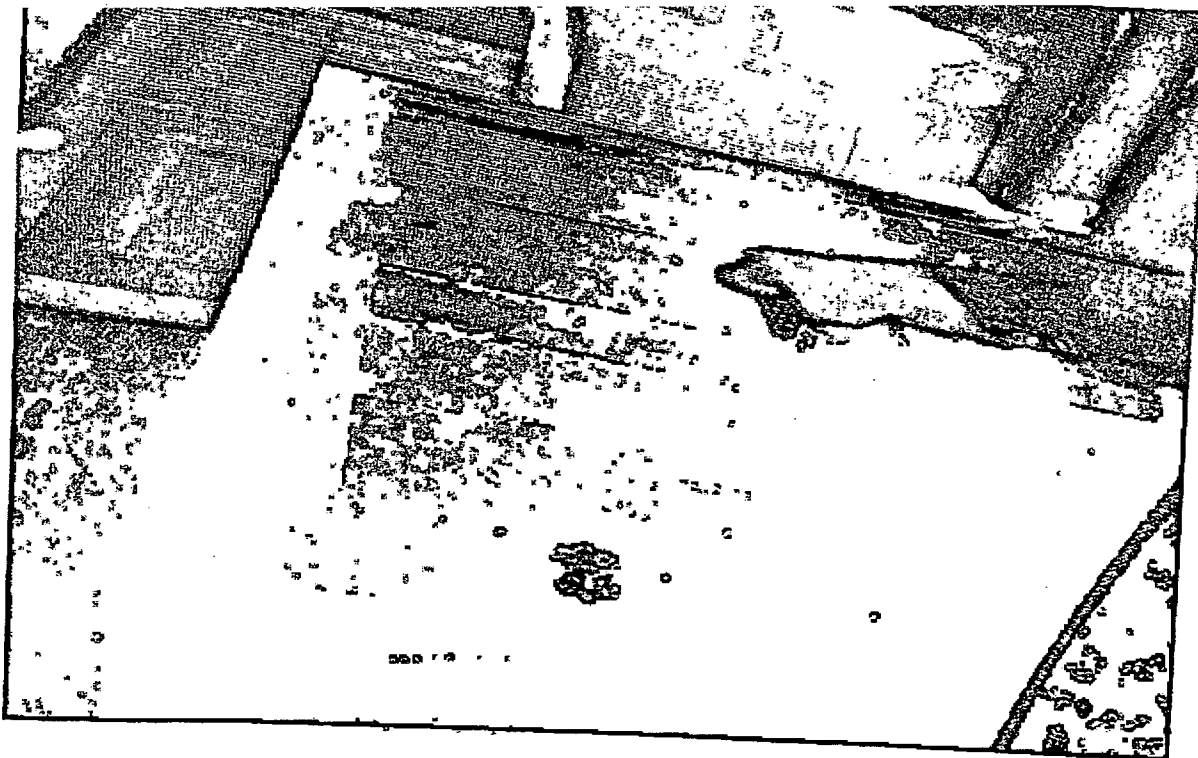
cc: Ms. Polly Thompson (by e-mail only)

600 Pettigru Street • Greenville, South Carolina 29601
Telephone (864) 250-0505 • Facsimile (864) 271-8097
www.ChamberlainLawFirmLLC.com



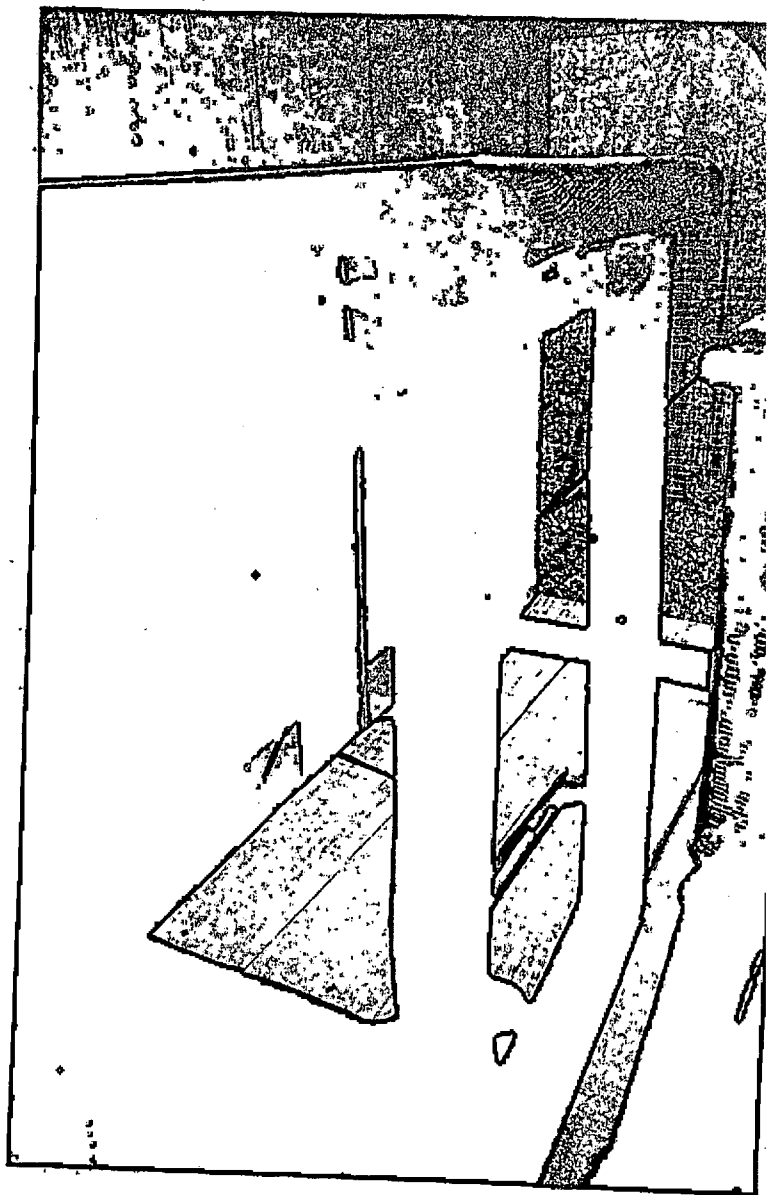
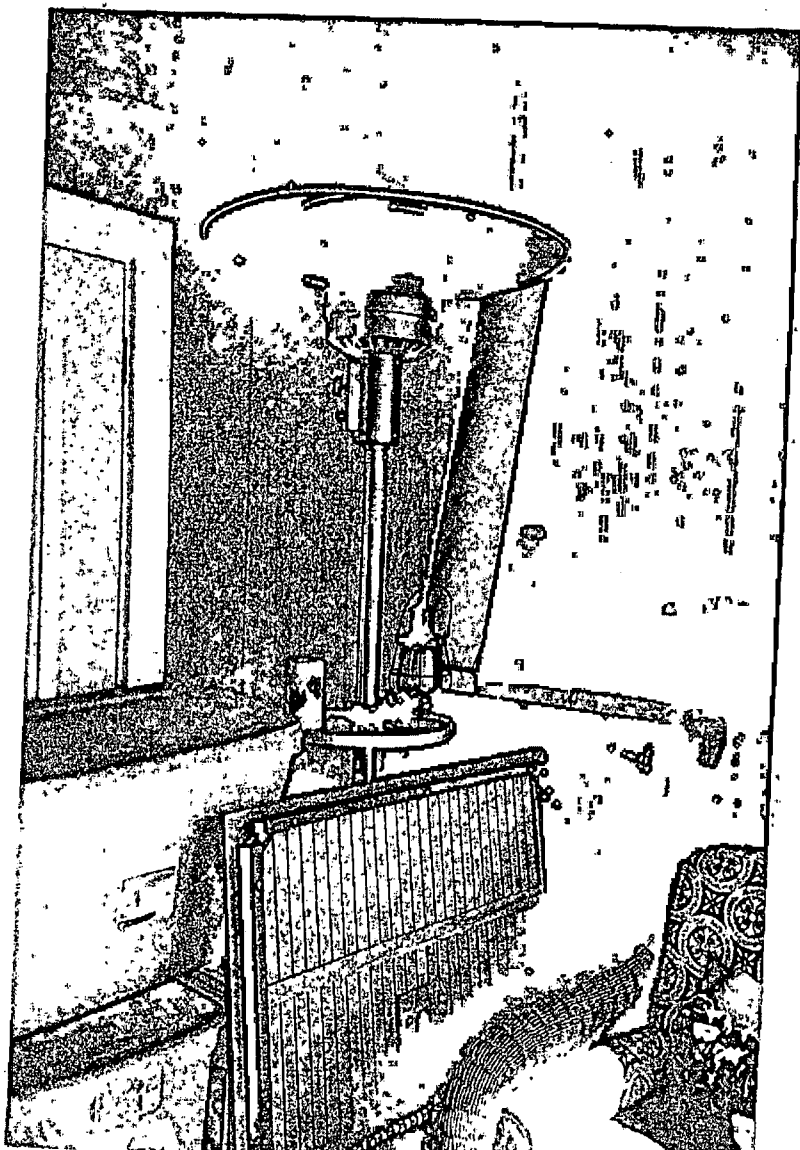


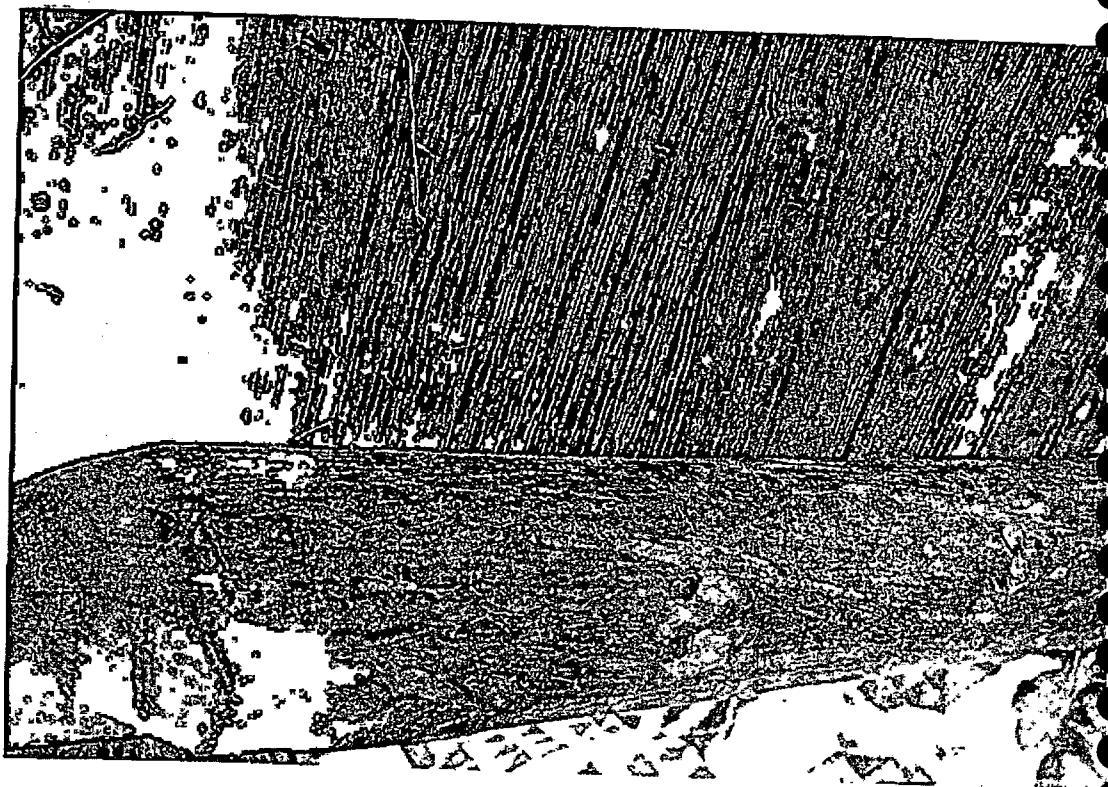
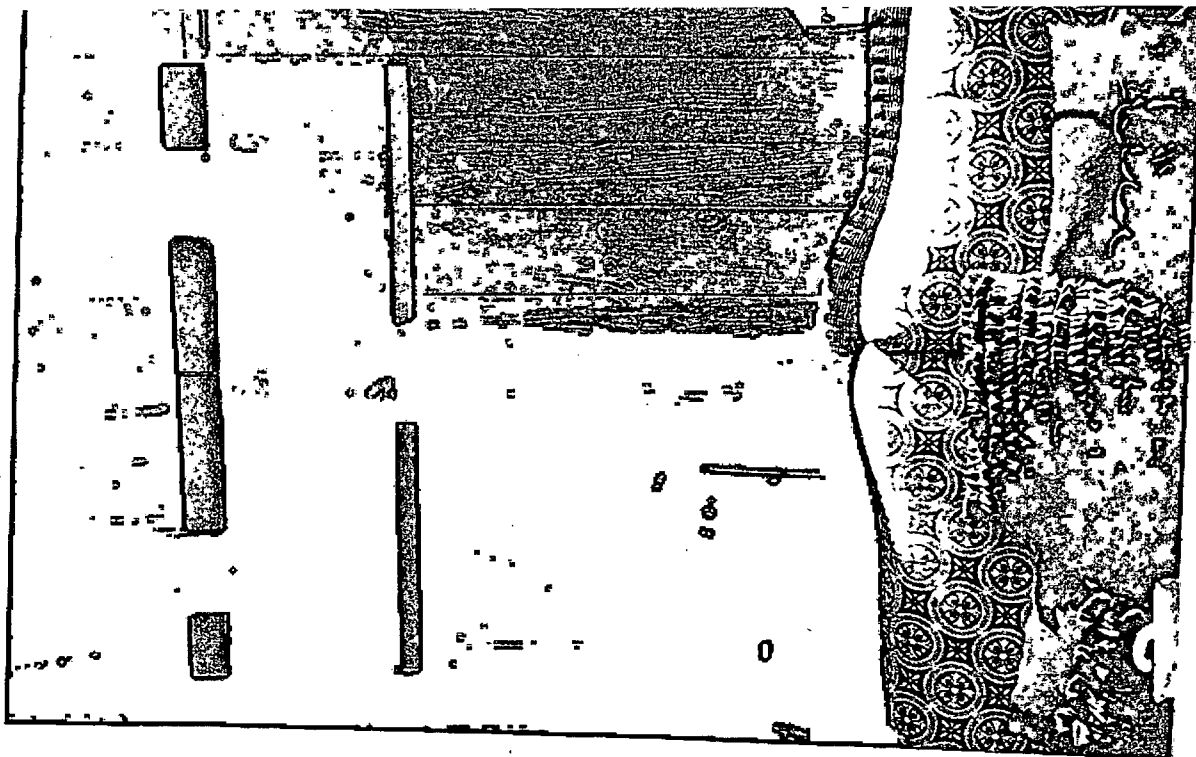




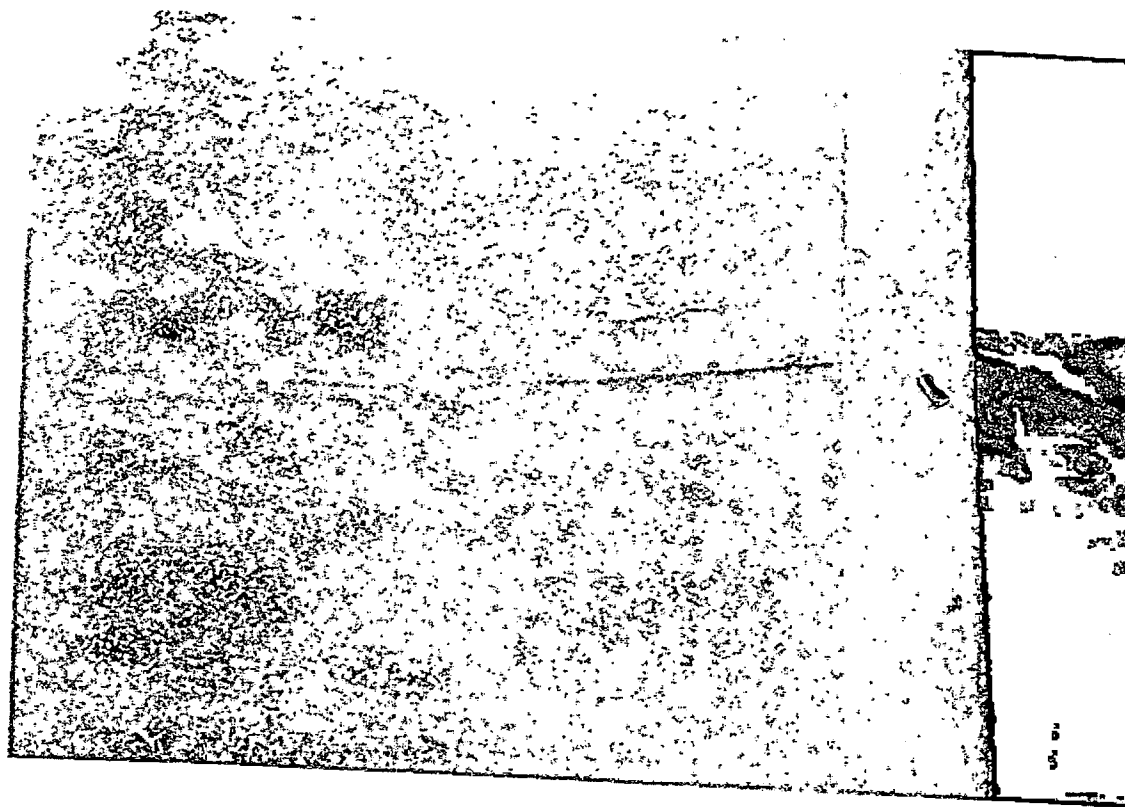
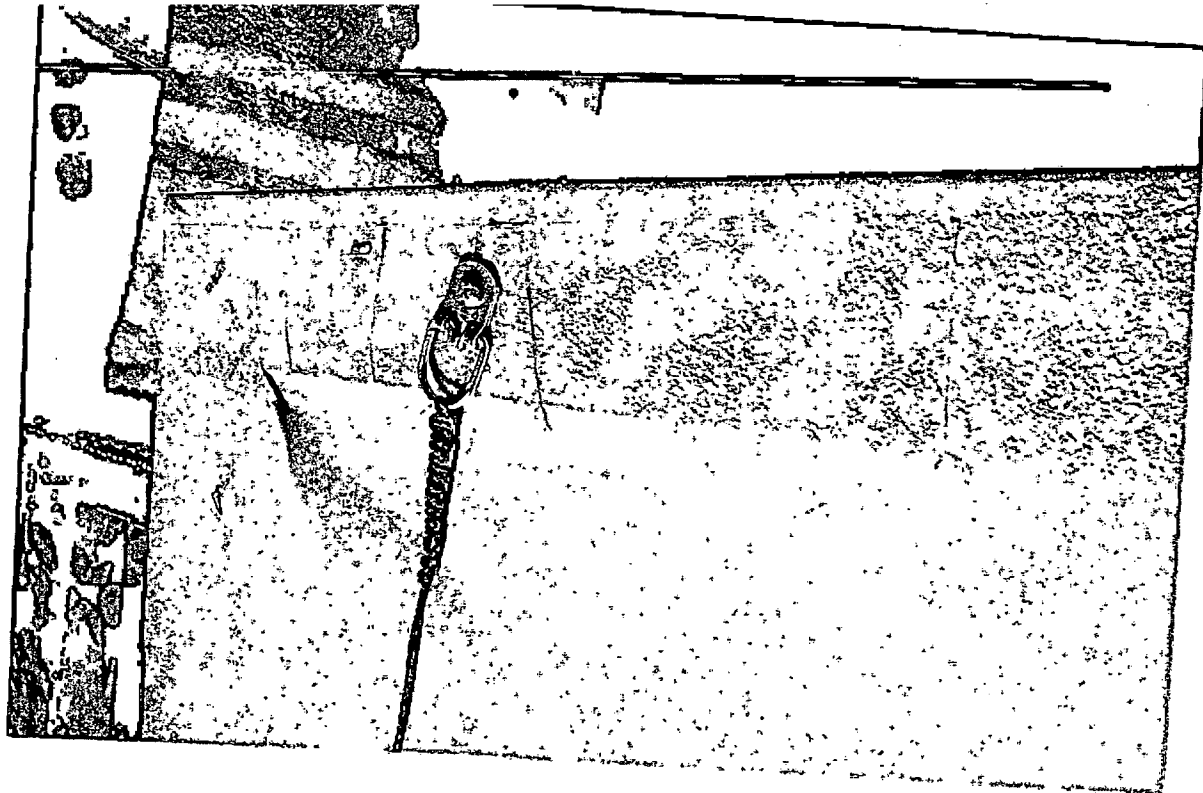
TOP

TOP





TOP



TOP

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

Polly Thompson,

Petitioner,

vs.

Cathy Swicegood and
Wells Fargo,

Respondents.

IN THE COURT OF COMMON PLEAS
THE TENTH JUDICIAL CIRCUIT

2014-CP-37-00143

AFFIDAVIT OF FEES AND COSTS



I, Margaret A. Chamberlain, after being duly sworn, depose and state as follows:

1. I am the attorney for the Plaintiff in this partition action.
2. I have been licensed to practice law in the state of South Carolina since 1990.
3. My hourly fee is \$275.00, and to date, I have spent 31.1 hours on this case for a total of \$8,552.50.
4. My Law Clerk spent 13.0 hours on this partition action. I billed my Law Clerk's time at \$100.00 per hour. Thus, the cost for my Law Clerk's time was \$1,300.00.
5. My Associate Attorney has spent 114.0 hours on this partition action. I bill my Associate's time at \$175.00 per hour. Thus, the cost for my Associate Attorney's time is \$19,950.00.
6. To date, I have incurred costs associated with this partition action in the amount of \$573.12.
7. I anticipate spending another 19.0 hours as a result of this two-day trial (traveling to and from Court, meeting with the client and opposing counsel, and the hearing itself).
8. With limited exception, I do not bill the client for my time when both my Associate Attorney and I are working at the same time.
9. Therefore, my fees and costs associated with this partition action are \$35,600.62. This sum does not include work done on the family court case or the resulting appeal.

SWORN to before me this
15th day of March, 2015.

DeAnne Barbrey Moore
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 9-14-2016

Margaret A. Chamberlain
Margaret A. Chamberlain

Chamberlain Law Firm**Billing Invoice**

600 Pettigru Street
Greenville, SC 29603

DATE	INVOICE #
3/15/2015	4912

BILLING FOR:

Ms. Polly A. Thompson
Post Office Box 163
Mauldin, South Carolina 29662-0163

DATE	DESCRIPTION	TIME	AMOUNT
3/2/2015	Associate Attorney prepared for trial	7.5	1,312.50
3/3/2015	Associate Attorney prepared for trial	3.5	612.50
3/4/2015	Associate Attorney prepared for trial	4	700.00
3/5/2015	Associate Attorney organized case files and exhibits for trial	8	1,400.00
3/5/2015	Drafted letter to Opposing Counsel with Exhibits (by Fax and by E-mail)	0.3	82.50
3/5/2015	Met with Associate Attorney for preparation for trial	1.2	330.00
3/6/2015	Associate Attorney prepared for trial and organized exhibits	8	1,400.00
3/9/2015	Met with Client	0.5	137.50
3/9/2015	Drafted letter to Opposing Counsel, re: Rule 1006 of S.C. Rules of Evidence (by Fax and by E-mail)	0.3	82.50
3/9/2015	Associate Attorney met with Client	4	700.00
3/9/2015	Associate Attorney reviewed documents provided by Client and prepared for trial	4	700.00
3/10/2015	Associate Attorney prepared for trial	8	1,400.00
3/11/2015	Associate Attorney prepared for trial	8	1,400.00
3/12/2015	Drafted letter to Opposing Counsel, re: Binders for Trial (by Hand Delivery)	0.3	82.50
3/12/2015	Associate Attorney reviewed Opposing Counsel's Exhibits	2	350.00
3/12/2015	Associate Attorney reviewed documents provided by Client	4	700.00
3/12/2015	Associate Attorney prepared for trial	2	350.00

Total**Balance Due**

Chamberlain Law Firm**Billing Invoice**

600 Pettigru Street
Greenville, SC 29603

DATE	INVOICE #
3/15/2015	4912

BILLING FOR:

Ms. Polly A. Thompson
Post Office Box 163
Mauldin, South Carolina 29662-0163

DATE	DESCRIPTION	TIME	AMOUNT
3/13/2015	Associate Attorney prepared for trial	4	700.00
3/14/2015	Prepared for trial	4	1,100.00
3/14/2015	Associate Attorney prepared for trial	6	1,050.00
3/15/2015	Prepared for trial	4	1,100.00
3/15/2015	Associate Attorney prepared for trial	6	1,050.00
3/15/2015	Printing/Reproduction	1,168	175.20
3/15/2015	Postage charges	0	0.00
3/15/2015	Filing Fee	0	0.00

Total \$16,915.20

Balance Due \$16,915.20

Chamberlain Law Firm**Billing Invoice**

600 Pettigru Street
Greenville, SC 29603

DATE	INVOICE #
2/28/2015	4911

BILLING FOR:

Ms. Polly A. Thompson
Post Office Box 163
Mauldin, South Carolina 29662-0163

DATE	DESCRIPTION	TIME	AMOUNT
2/23/2015	Associate Attorney E-mailed Client NO CHARGE	0.1	0.00
2/24/2015	Associate Attorney traveled to and from State Supreme Court House in Columbia	2	350.00
2/24/2015	Associate Attorney Researched at Court of Appeals in Columbia	4	700.00
2/26/2015	Associate Attorney spoke with Client	0.7	122.50
2/26/2015	Associate Attorney prepared for trial	4	700.00
2/27/2015	Associate Attorney prepared for trial	4	700.00
2/28/2015	Associate Attorney prepared for trial	2	350.00
2/28/2015	Printing/Reproduction	101	15.15
2/28/2015	Postage charges	0	0.00
2/28/2015	Filing Fee	0	0.00

Total \$2,937.65

Balance Due \$2,937.65

Chamberlain Law Firm**Billing Invoice**

600 Pettigru Street
Greenville, SC 29603

DATE	INVOICE #
1/31/2015	4907

BILLING FOR:

Ms. Polly A. Thompson
Post Office Box 163
Mauldin, South Carolina 29662-0163

DATE	DESCRIPTION	TIME	AMOUNT
~~1/1/2015~~	~~NO CHARGE~~	~~0.3~~	~~0.00~~
~~1/1/2015~~	~~NO CHARGE~~	~~0.5~~	~~0.00~~
~~1/1/2015~~	~~NO CHARGE~~	~~0.5~~	~~0.00~~
1/9/2015	Associate Attorney Drafted letter to Court of Appeals NO CHARGE	0.3	0.00
1/14/2015	Met with Client	0.7	192.50
1/14/2015	Associate Attorney Met with Client to prepare for Mediation	3	525.00
1/14/2015	Associate Attorney E-mailed Mediator NO CHARGE	0.1	0.00
1/15/2015	Associate Attorney Summarized spreadsheets	2	350.00
~~1/16/2015~~	~~NO CHARGE~~	~~0.1~~	~~0.00~~
1/16/2015	Associate Attorney Spoke with Mediator's Office NO CHARGE	0.1	0.00
1/19/2015	Associate Attorney reviewed case with Ms. Chamberlain	0.2	35.00
1/20/2015	Mediation	1.5	412.50
~~1/31/2015~~	~~NO CHARGE~~	~~0~~	~~0.00~~
1/31/2015	Postage charges	0	0.00
1/31/2015	Filing Fee	0	0.00

Total \$1,721.95

Balance Due \$1,721.95

\$1,515.00

Chamberlain Law Firm**Billing Invoice**

600 Pettigru Street
Greenville, SC 29603

DATE	INVOICE #
12/31/2014	4897

BILLING FOR:

Ms. Polly A. Thompson
Post Office Box 163
Mauldin, South Carolina 29662-0163

PAID

DATE	DESCRIPTION	TIME	AMOUNT
~~12/4/2014~~	~~[REDACTED]~~	~~0.1~~	~~17.50~~
12/4/2014	Associate Attorney Spoke with Judge's Secretary	0.1	17.50
~~12/4/2014~~	~~[REDACTED]~~	~~0.3~~	~~52.50~~
~~12/4/2014~~	~~[REDACTED]~~	~~0.3~~	~~82.50~~
~~12/4/2014~~	~~[REDACTED]~~	~~0.3~~	~~82.50~~
12/4/2014	Reviewed case with Associate Attorney	0.3	82.50
~~12/5/2014~~	~~[REDACTED]~~	~~0.3~~	~~82.50~~
~~12/5/2014~~	~~[REDACTED]~~	~~0.1~~	~~17.50~~
12/5/2014	Met with Client	0.3	82.50
12/5/2014	Exchanged e-mails with Opposing Counsel	0.2	55.00
12/8/2014	Drafted e-mails to Opposing Counsel	0.1	27.50
12/11/2014	Associate Attorney Left message for Oconee County Clerk, re: Hearing	0.1	17.50
12/11/2014	Associate Attorney Spoke with Clerk in Anderson County's Masters in Equity	0.2	35.00
12/11/2014	Researched Alternative Dispute requirements NO CHARGE	1.3	0.00
12/11/2014	Exchanged e-mails with Opposing Counsel	0.1	27.50
12/15/2014	Associate Attorney Spoke with Clerk's office	0.1	17.50
12/15/2014	Drafted letter to Judge Drew (by e-mail only)	0.3	82.50
~~12/15/2014~~	~~[REDACTED]~~	~~0.3~~	~~82.50~~
~~12/20/2014~~	~~[REDACTED]~~	~~0.1~~	~~17.50~~

Total**Balance Due**

Billing Invoice

DATE	INVOICE #
12/31/2014	4897

Ms. Polly A. Thompson
Post Office Box 163
Mauldin, South Carolina 29662-0163

DATE	DESCRIPTION	TIME	AMOUNT
12/31/2014	Printing/Reproduction	0	0.00
12/31/2014	Postage charges	0	0.00
12/31/2014	Filing Fee	0	0.00

Total	~~\$647.50~~
--------------	---------------------

Balance Due	\$0.00
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\$445.00

Chamberlain Law Firm**Billing Invoice**

600 Pettigru Street
Greenville, SC 29603

DATE	INVOICE #
11/30/2014	4892

BILLING FOR:

Ms. Polly A. Thompson
Post Office Box 163
Mauldin, South Carolina 29662-0163

DATE	DESCRIPTION	TIME	AMOUNT
11/17/2014	Reviewed Answer & Counterclaim	0.3	82.50
11/17/2014	Associate Attorney Researched Doe v Roe at South Carolina Supreme Court & Court of Appeals. Researched Partitions, Equitable Liens, and Constructive Trust	3	525.00
11/20/2014	Associate Attorney Met with Client	2	350.00
11/20/2014	Associate Attorney Drafted Reply to Defendant's Counterclaim	2	350.00
11/30/2014	Printing/Reproduction (copy cost generated from printing researched documents)	181	27.15
11/30/2014	Postage charges	0	0.00
11/30/2014	Filing Fee	0	0.00

Total \$1,334.65

Balance Due \$0.00

Chamberlain Law Firm

Billing Invoice

600 Pettigru Street
Greenville, SC 29603

DATE	INVOICE #
10/31/2014	4887

BILLING FOR:

Ms. Polly A. Thompson
Post Office Box 163
Mauldin, South Carolina 29662-0163

DATE	DESCRIPTION	TIME	AMOUNT
10/3/2014	Associate Attorney E-mailed Court of Common Pleas in Oconee, re: Order	0.1	17.50
~~10/17/2014~~	~~Associate Attorney Reviewed Return from Opposing Counsel~~	~~0.1~~	~~17.50~~
~~10/17/2014~~	~~Reviewed Appellate Document re: Motion to Dismiss~~	~~0.2~~	~~35.00~~
~~10/20/2014~~	~~Associate Attorney Researched Case Law cited in Opposing Counsel's Return~~	~~0.1~~	~~17.50~~
~~10/20/2014~~	~~Associate Attorney Drafted and Filed Reply to Opposing Counsel's Return~~	~~0.2~~	~~35.00~~
10/20/2014	Drafted letter to Judge Macaulay re: Respectfully Request Action be referred to the Master in Equity for Oconee County	0.7	192.50
~~10/20/2014~~	~~Associate Attorney Reviewed Return from Opposing Counsel~~	~~0.1~~	~~17.50~~
~~10/21/2014~~	~~Associate Attorney Drafted Reply~~	~~0.1~~	~~17.50~~
~~10/22/2014~~	~~Associate Attorney Reviewed Reply~~	~~0.1~~	~~17.50~~
~~10/23/2014~~	~~Associate Attorney Drafted Reply to Service and Return~~	~~0.1~~	~~17.50~~
~~10/23/2014~~	~~Reviewed Opposing Counsel's Reply~~	~~0.2~~	~~35.00~~
10/31/2014	Associate Attorney Spoke with Oconee County Clerk's Office	0.1	17.50
~~10/31/2014~~	~~Working Preparation~~	~~2.0~~	~~350.00~~
~~10/31/2014~~	~~Working Preparation~~	~~1.0~~	~~175.00~~

Total

Balance Due

Chamberlain Law Firm

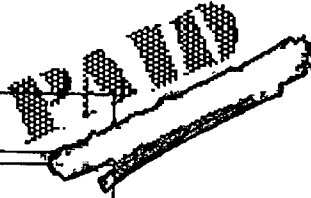
Billing Invoice

600 Pettigru Street
Greenville, SC 29603

DATE	INVOICE #
9/30/2014	4881

BILLING FOR:

Ms. Polly A. Thompson
Post Office Box 163
Mauldin, South Carolina 29662-0163



DATE	DESCRIPTION	TIME	AMOUNT
9/10/2014	Associate Attorney Spoke with Judge Maddox's Clerk	0.1	17.50
9/10/2014	Drafted letter to Judge Maddox, re: decision NO CHARGE	0.3	0.00
9/11/2014	Associate Attorney Drafted order denying respondent's Motion to Dismiss	0.5	87.50
9/12/2014	Revised order denying Swicegood's Motion	0.3	82.50
9/18/2014	Met with Associate NO CHARGE	0.2	0.00
~~9/19/2014~~	~~Associate Attorney Researched "Mootness" for Brief~~	~~0.3~~	~~82.50~~
~~9/20/2014~~	~~Associate Attorney Drafted Motion to Dismiss Appeal~~	~~0.3~~	~~82.50~~
~~9/20/2014~~	~~Associate Attorney Drafted Memorandum in Support of Motion~~	~~1.2~~	~~82.50~~
~~9/20/2014~~	~~Associate Attorney performed legal research on Swicegood's~~	~~0.4~~	~~70.00~~
~~9/22/2014~~	~~Associate Attorney Revised Memorandum in Support of Motion~~	~~0.4~~	~~82.50~~
~~9/22/2014~~	~~Associate Attorney Researched Public Index for Swicegood's NO CHARGE~~	~~0.3~~	~~82.50~~
~~9/22/2014~~	~~Associate Attorney Revised Memorandum in Support of Motion~~	~~0.3~~	~~82.50~~
~~10/22/2014~~	~~Revised Memorandum in Support of Motion~~	~~0.3~~	~~82.50~~
~~9/29/2014~~	~~Associate Attorney Reviewed State Brief~~	~~0.2~~	~~82.50~~
~~9/30/2014~~	~~Printing Reproductions of State Brief Motion to Dismiss, Respondent's Memorandum in Support and attachments including transcripts, motions, pleadings, case records~~	~~5.59~~	~~86.86~~
	~~Appeals~~		

Total

Balance Due

Billing Invoice

DATE	INVOICE #
9/30/2014	4881

Ms. Polly A. Thompson
Post Office Box 163
Mauldin, South Carolina 29662-0163

DATE	DESCRIPTION	TIME	AMOUNT
~~0/3/2014~~	~~Postage charges for 37 sets of documents to Court of Appeals~~		~~24.00~~
~~0/20/2014~~	~~Regular postage charges~~		~~2.70~~
~~0/20/2014~~	~~Filing Fee for Motion to Dismiss Appeal~~		~~65.00~~

Balance Due	\$0 00
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\$187.50

Chamberlain Law Firm**Billing Invoice**

600 Pettigru Street
Greenville, SC 29603

DATE	INVOICE #
7/31/2014	4856

BILLING FOR:

Ms. Polly A. Thompson
14 Woodhedge Court
Mauldin, South Carolina 29662

DATE	DESCRIPTION	TIME	AMOUNT
7/1/2014	Associate reviewed e-mail from Client	0.1	17.50
7/18/2014	Drafted letter to Opposing Counsel, re: Island Club Property (by e-mail and by fax)	0.1	27.50
~~7/29/2014~~	<del></del>	<del></del>	<del></del>
7/31/2014	Printing/Reproduction	0	0.00
7/31/2014	Postage charges	0	0.00
7/31/2014	Filing Fee	0	0.00

Total ~~\$182.50~~

Balance Due ~~\$182.50~~

\$ 45.00

Chamberlain Law Firm

Billing Invoice

600 Pettigru Street
Greenville, SC 29603

DATE	INVOICE #
6/30/2014	4843

BILLING FOR:

Ms. Polly A. Thompson
Post Office Box 163
Mauldin, South Carolina 29662-0163

DATE	DESCRIPTION	TIME	AMOUNT
~~6/12/2014~~	~~Associate Attorney~~	~~0.1~~	<del></del>
~~6/12/2014~~	~~Associate Attorney~~	~~0.1~~	~~27.50~~
~~6/12/2014~~	~~Associate Attorney~~	~~0.1~~	<del></del>
~~6/12/2014~~	~~Associate Attorney~~	~~0.1~~	<del></del>
~~6/12/2014~~	~~Associate Attorney~~	~~0.1~~	<del></del>
~~6/12/2014~~	~~Associate Attorney~~	~~0.1~~	~~17.50~~
6/17/2014	Prepared for hearing	0.5	137.50
6/17/2014	Associate Attorney organized research and file for Motion Hearing	0.2	35.00
6/17/2014	Associate Attorney Drafted Issues for Motion Hearing	0.4	70.00
6/17/2014	Associate Attorney did additional research on Motion To Dismiss	0.8	140.00
~~6/17/2014~~	~~Associate Attorney~~	~~0.1~~	<del></del>
6/20/2014	Associate Attorney drafted affidavit for Client	0.2	35.00
6/23/2014	Travel to and from Court in Oconee	2	550.00
6/23/2014	Hearing	1	275.00
6/23/2014	Drafted Motion and Order of Reference, Motion Coversheet	0.1	27.50
6/23/2014	Drafted letter to Judge Alexander S. Macaulay (by U.S. Mail only)	0.3	82.50

Total

Balance Due

Chamberlain Law Firm**Billing Invoice**

600 Pettigru Street
Greenville, SC 29603

DATE	INVOICE #
6/30/2014	4843

BILLING FOR:

Ms. Polly A. Thompson
Post Office Box 163
Mauldin, South Carolina 29662-0163

PAID

DATE	DESCRIPTION	TIME	AMOUNT
~~6/30/2014~~	~~Associate Attorney spoke with Court Reporter via~~	~~0~~	~~0.00~~
~~6/30/2014~~	~~CHARGE~~		
6/30/2014	Printing/Reproduction	78	11.70
6/30/2014	Postage charges	1	0.48
6/30/2014	Filing Fee	0	0.00
6/30/2014	Court Reporter Fees for Transcript of May 5, 2014 Family Court Action		18.00

Total ~~\$1,620.18~~

Balance Due \$0.00

\$1,382.66

Chamberlain Law Firm**Billing Invoice**

600 Pettigru Street
Greenville, SC 29603

DATE	INVOICE #
3/31/2014	4817

BILLING FOR:

Ms. Polly A. Thompson
Post Office Box 163
Mauldin, South Carolina 29662-0163

PAID

DATE	DESCRIPTION	TIME	AMOUNT
3/3/2014	Associate Attorney Drafted Partition, Petition, Cover Sheets and Summons	1.6	280.00
3/3/2014	Partition research NO CHARGE	0.4	0.00
3/4/2014	Reviewed and revised Petition	0.3	82.50
3/5/2014	Associate Attorney Reviewed research	0.2	35.00
3/5/2014	Associate Attorney Exchanged e-mails with Client	0.2	35.00
3/5/2014	Associate Attorney Spoke with Oconee County Register of Deeds	0.1	17.50
3/5/2014	Spoke with Opposing Counsel	0.2	55.00
3/5/2014	Drafted letter to Opposing Counsel, re: Requesting Access to Lake House (by fax & by U.S. Mail)	0.2	55.00
3/6/2014	Associate Attorney Drafted Lis Pendens	0.3	52.50
3/6/2014	Associate Attorney Drafted Motion for Reference	0.2	35.00
3/7/2014	Associate Attorney Revised Motion for Reference	0.1	17.50
3/10/2014	Associate Attorney Drafted Order of Reference	0.3	52.50
3/10/2014	Associate Attorney Drafted Acceptance of Service	0.1	17.50
3/10/2014	Met with Client	1	275.00
3/10/2014	Spoke with Opposing Counsel	0.2	55.00
3/10/2014	Drafted letter to Clerk of Court w Petition, Lis Pendens, & Order of Reference for filing (by U.S. Mail only)	0.3	82.50
3/19/2014	Drafted letter to Opposing Counsel w filed copy of Lis Pendens, Summons, and Petition (by U.S. Mail only) NO CHARGE	0.3	0.00

Total**Balance Due**

Chamberlain Law Firm

Billing Invoice

600 Pettigru Street
Greenville, SC 29603

DATE	INVOICE #
3/31/2014	4817

BILLING FOR:

Ms. Polly A. Thompson
Post Office Box 163
Mauldin, South Carolina 29662-0163

DATE	DESCRIPTION	TIME	AMOUNT
3/26/2014	Drafted letter to Clerk of Court with Acceptance of Service for filing (by U.S. Mail only) NO CHARGE	0.3	0.00
~~3/11/2014~~	~~Reviewed case with Associate Attorney NO CHARGE~~	~~0.2~~	~~0.00~~
~~3/12/2014~~	~~Associate Attorney Drafted Motion to Dismiss~~	~~0.3~~	~~52.50~~
~~3/13/2014~~	~~Reviewed e-mails from fellow attorneys~~	~~0.1~~	~~25.00~~
~~3/13/2014~~	~~Reviewed case with Associate Attorney~~	~~0.5~~	~~125.00~~
~~3/13/2014~~	~~Reviewed Complaint~~	~~0.5~~	~~82.50~~
~~3/13/2014~~	~~Conducting Law Marriage research NO CHARGE~~	~~0.5~~	~~0.00~~
~~3/13/2014~~	~~Drafted letter to Clerk of Court with Acceptance of Service~~	~~0.5~~	~~82.50~~
~~3/14/2014~~	~~Reviewed case with Associate Attorney~~	~~0.4~~	~~50.00~~
~~3/18/2014~~	~~Reviewed and revised Motion to Dismiss~~	~~0.2~~	~~55.00~~
~~3/10/2014~~	~~Reviewed and revised Motion to Dismiss~~	~~0.2~~	~~55.00~~
~~3/10/2014~~	~~Drafted letter to Judge Phillips with Motion to Dismiss (by U.S. Mail only) NO CHARGE~~	~~0.2~~	~~0.00~~
~~3/24/2014~~	~~Associate Attorney Drafted Motion to Dismiss~~	~~0.1~~	~~17.50~~
~~3/24/2014~~	~~Reviewed case with Associate Attorney~~	~~0.1~~	~~25.00~~
~~3/24/2014~~	~~Reviewed case with Associate Attorney~~	~~0.2~~	~~55.00~~
~~3/24/2014~~	~~Reviewed case with Associate Attorney~~	~~0.1~~	~~25.00~~
~~3/25/2014~~	~~Reviewed case with Associate Attorney~~	~~0.2~~	~~55.00~~

Total

Balance Due

Chamberlain Law Firm

Billing Invoice

600 Pettigru Street
Greenville, SC 29603

DATE	INVOICE #
3/31/2014	4817

BILLING FOR:

Ms. Polly A. Thompson
Post Office Box 163
Mauldin, South Carolina 29662-0163

DATE	DESCRIPTION	TIME	AMOUNT
~~3/26/2014~~	~~Printing/Reproduction~~	~~0.3~~	~~09.60~~
	~~Postage charges (by e-mail and by U.S. Mail)~~		
3/31/2014	Printing/Reproduction	133	19.95
3/31/2014	Postage charges		1.92
~~3/31/2014~~	~~Filing Fee (Civil Case) for Motion~~		~~57.00~~
~~3/31/2014~~	~~Filing Fee (Civil Case) for Motion~~		~~57.00~~
3/31/2014	Filing Fee (Civil Case) for Petition, Lis Pendens, and Order of Reference		25.00

Total ~~\$2,129.37~~

Balance Due \$0.00

\$1,194.37

Chamberlain Law Firm

Billing Invoice

600 Pettigru Street
Greenville, SC 29603

DATE	INVOICE #
2/28/2014	4791

BILLING FOR:

Ms. Polly A. Thompson
Post Office Box 163
Mauldin, South Carolina 29662-0163

DATE	DESCRIPTION	TIME	AMOUNT
2/3/2014	Drafted letter to Court of Appeals requesting all appellate records and brief for case Jane Doe v. Mary Roe and Sharonview Federal Credit Union, Appellate No. 2548, heard on June 5, 1996. (by U.S. Mail only)	0.2	55.00
2/3/2014	Spoke with Opposing Counsel	0.2	55.00
2/3/2014	Spoke with Client	0.1	0.00
~~2/3/2014~~	~~Spoke with Opposing Counsel~~	~~0.1~~	~~5.00~~
2/26/2014	Spoke with Opposing Counsel	0.1	27.50
2/28/2014	Printing/Reproduction	1	0.15
2/28/2014	Postage charges	1	0.48
2/28/2014	Filing Fee	0	0.00
2/28/2014	Research copy fees		4.50

Total ~~\$722.63~~

Balance Due \$0.00

\$142.63

Chamberlain Law Firm**Billing Invoice**

600 Pettigru Street
Greenville, SC 29603

DATE	INVOICE #
1/31/2014	4768

BILLING FOR:

Ms. Polly A. Thompson
Post Office Box 163
Mauldin, South Carolina 29662-0163

DATE	DESCRIPTION	TIME	AMOUNT
1/2/2014	Law Clerk spoke with Client	0.2	20.00
1/3/2014	Left message for Mediator	0.1	27.50
1/3/2014	Drafted letter to Opposing Counsel, re: Mediation (by e-mail only)	0.1	27.50
1/3/2014	Law Clerk e-mailed Client, re: Mediation	0.1	10.00
1/3/2014	Law Clerk spoke with Opposing Counsel's office	0.1	10.00
1/6/2014	Reviewed case with Law Clerk	0.1	27.50
1/6/2014	Law Clerk reviewed e-mails from Opposing Counsel and Client	0.1	10.00
1/6/2014	Law Clerk coordinated mediation with Opposing Counsel and sent Mediator Client's contact information	0.2	20.00
1/6/2014	Law Clerk researched property ownership	0.1	10.00
1/13/2014	Met with Client	1	275.00
~~1/14/2014~~	~~Drafted letter to Opposing Counsel, re: Mediation~~	~~0.1~~	~~27.50~~
~~1/14/2014~~	~~Reviewed letter from Opposing Counsel~~	~~0.1~~	~~27.50~~
1/16/2014	Reviewed letter from Opposing Counsel	0.1	27.50
1/16/2014	Left message for Opposing Counsel	0.1	0.00
	NO CHARGE		
1/17/2014	Spoke with Opposing Counsel	0.3	82.50
~~1/17/2014~~	~~Reviewed letter from Opposing Counsel~~	~~0.1~~	~~27.50~~
1/22/2014	Law Clerk met with Client	0.4	40.00
1/22/2014	Law Clerk e-mailed Opposing Counsel's office, re: Keys	0.1	10.00

Total**Balance Due**

Chamberlain Law Firm

Billing Invoice

600 Pettigru Street
Greenville, SC 29603

DATE	INVOICE #
1/31/2014	4768

BILLING FOR:

Ms. Polly A. Thompson
Post Office Box 163
Mauldin, South Carolina 29662-0163

DATE	DESCRIPTION	TIME	AMOUNT
1/24/2014	Partition Action Research NO CHARGE	1	0.00
1/27/2014	Law Clerk reviewed documents provided by Client	1.2	120.00
1/28/2014	Law Clerk reviewed document provided by Client and organized case file	5	500.00
1/29/2014	Met with Client	1.3	357.50
1/29/2014	Law Clerk drafted letter to Opposing Counsel w/ Property documents & Spreadsheet (by e-mail only)	0.3	30.00
1/29/2014	Law Clerk revised spreadsheets	0.2	20.00
1/30/2014	Reviewed case with Law Clerk	0.3	82.50
1/30/2014	Met with Evelyn Angeletti, re: Partition Action	1	275.00
1/30/2014	Law Clerk spoke with Evelyn Angeletti, re: Partition Actions	0.8	80.00
1/30/2014	Law Clerk exchanged e-mails with Opposing Counsel	0.2	20.00
1/30/2014	Law Clerk spoke with Client	0.1	10.00
1/31/2014	Law Clerk e-mailed Opposing Counsel	0.1	10.00
1/31/2014	Printing/Reproduction	73	10.95
1/31/2014	Postage charges	1	0.66
1/31/2014	Filing Fee for Revocation of DPOA		10.00
1/31/2014	Evelyn Angeletti's meeting fee		250.00

Total ~~\$2,679.11~~

Balance Due \$0.00

\$2,374.11

Chamberlain Law Firm

600 Pettigru Street
Post Office Box 10184
Greenville, SC 29603

Billing Invoice

DATE	INVOICE #
12/31/2013	4737

BILLING FOR:

Ms. Polly A. Thompson
14 Woodhedge Court
Mauldin, South Carolina 29662

DATE	DESCRIPTION	TIME	AMOUNT
12/11/2013	Met with Client		
12/11/2013	Drafted Will & Revocation NO CHARGE	1.3	357.50
12/11/2013	Law Clerk research Tenant Law/Eviction Notice	0.3	0.00
12/11/2013	Law Clerk drafted eviction notice letter	0.8	80.00
12/11/2013	Law Clerk spoke with Client	0.3	30.00
12/11/2013	Law Clerk researched Partition Action	0.1	10.00
12/12/2013	Reviewed estoppel research	0.5	50.00
12/12/2013	Spoke with Bradley Bennett	0.2	55.00
12/12/2013	Drafted letter to Bradley Bennett, re: insurance (by U.S. Mail only)	0.2	55.00
		0.3	82.50
12/12/2013	Reviewed case with Law Clerk		
12/12/2013	Researched Statute of Frauds	0.3	82.50
12/12/2013	Researched Quantum Meruit	0.5	137.50
12/12/2013	Researched Promissory Estoppel	0.4	110.00
12/12/2013	Met with Bradley Bennett NO CHARGE	0.4	110.00
12/12/2013	Law Clerk reviewed case with Ms. Chamberlain, re: Research on Partition Action	0.4	0.00
		0.5	50.00
12/12/2013	Law Clerk researched Statute of Frauds, Partnerships, oral contracts, and credit card debt	1	100.00
12/13/2013	Law Clerk spoke with Client	0.2	20.00
12/16/2013	Drafted letter to Bradley Bennett, re: eviction (by fax & by U.S. Mail)	0.3	82.50
12/16/2013	Law Clerk reviewed e-mails with Ms. Chamberlain received from Client	0.2	20.00
12/20/2013	Reviewed case with Law Clerk	0.1	27.50

Total**Balance Due**

Chamberlain Law Firm

600 Pettigru Street
Post Office Box 10184
Greenville, SC 29603

Billing Invoice

DATE	INVOICE #
12/31/2013	4737

BILLING FOR:

Ms. Polly A. Thompson
14 Woodhedge Court
Mauldin, South Carolina 29662

DATE	DESCRIPTION	TIME	AMOUNT
12/20/2013	Spoke with new opposing counsel, John G. Reckenbeil	0.2	55.00
12/20/2013	Spoke with Client	0.1	27.50
12/30/2013	Reviewed fax from John G. Reckenbeil	0.1	27.50
12/30/2013	Reviewed e-mail from Client	0.1	27.50
12/30/2013	Law Clerk exchanged e-mails with Client	0.2	20.00
~~12/30/2013~~	~~Spoke with Client~~	~~0.2~~	~~55.00~~
12/30/2013	Drafted letter to John G. Reckenbeil, re: Cathy Swicegood Vacating Property (by fax & by U.S. Mail)	0.2	55.00
12/31/2013	Printing/Reproduction	3	0.45
12/31/2013	Postage Expense	3	1.38
12/31/2013	Filing Fee	0	0.00

Total \$1,694.33

Balance Due \$0.00

#1,674.33

Date: December 2, 2014

Branch Banking and Trust

Page 1 of 1

Reference: 10000513112306:10000513113306:10000491872309

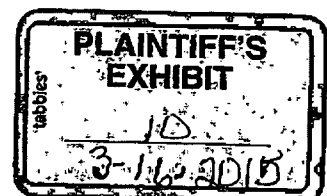
POLLY THOMPSON CATHY J SWICEGOOD PH: 884-458-7123 14 WOODHEDGE CT MAULDIN, SC 29662-2637		3191 67-160/532
Date <u>July 18 2013</u>		
PAY to the order of <u>Cash</u>		\$ <u>1,000.00</u>
<u>ONE THOUSAND AND 00/100</u>		Dollars
	BRANCH BANKING AND TRUST COMPANY 1-800-BANK-557 BB&T.com	Classic BANKING
Signature <u>Polly Thompson</u>		
MICR Line: ⑈ 2501 ⑈ 03191		

⑈ 2501 ⑈ 03191

Cathy J. Swicegood

Date 20130718
Amount 100000
Serial Number 0000003191

Account Number
CR-DR D
Transaction Link 012413290341431718



Date: December 15, 2014

Branch Banking and Trust

Page 9 of 15

Reference: 10000515814547:10000515815547:10000494192547

POLLY THOMPSON
CATHY J SWICEGOOD
PH: 804-458-7123
14 WOODHEDGE CT
MAULDIN, SC 29562-2637

3202
47-180/532

Aug 21, 2013
Date

PAY Cathy Swicegood \$ 450.00
Four hundred-fifty and 00/100 Dollars

Classic BANKING

Island Club chair pillows

Signature Polly Thompson

2501 03202

8040106 C72631 069 00061 10:28 08/22/11
#0000005123122501
OVERRIDE

450.00

[Signature]

Date 20130822
Amount 45000
Serial Number 0000003202

Account Number 2501
CR-DR D
Transaction Link 010561230049168022

Date: December 2, 2014

Branch Banking and Trust

Page 1 of 1

Reference: 10000513112335:10000513113335:10000491872339

POLLY THOMPSON CATHY J. SWICEGOOD PH: 864-458-7123 14 WOODHEDGE CT MAULDIN, SC 29662-2637		3209 67-160/832
<u>Oct 7 2013</u>		
PAY to the order of <u>Cathy Swicegood</u>		\$ <u>2,000.⁰⁰</u>
<u>Two thousand and 00/100</u> — Dollars		☐ SECURITY PASTORAL CHURCH OF GA.
	<u>Pay on credit card</u> <u>Classic</u> BRANCH BANKING AND TRUST COMPANY <u>bills</u> <u>BANKING</u> 1-800-BANK BB&T	
<u>For Lowe's & Home Depot</u>	<u>Polly Thompson</u>	
<u>2501103209</u>		

<u>2501103209</u>	
<u>Cathy J. Swicegood</u>	

Date 20131007
Amount 200000
Serial Number 0000003209

Account Number
CR-DR D
Transaction Link 012922290403259507

Date: December 15, 2014

Branch Banking and Trust

Page 2 of 10

Reference: 10000515846315:10000515847315:10000494219316

POLLY THOMPSON
CATHY J SWICEGOOD
PH: 864-458-7123
14 WOODHEDGE CT
MAULDIN, SC 29662-2637

3126
87-100/532

July 16, 2012

PAY to the order of Cathy Swicegood \$ 5,000.00
Five thousand and 00/100 Dollars

BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT BBT.com

Classic BANKING

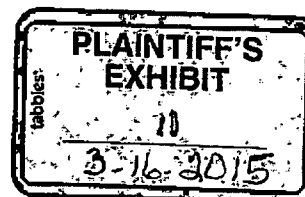
For Deposit-Dock + other Labor Signature Polly Thompson

02501003126

Cathy Swicegood

Date 20120717
Amount 5000.00
Serial Number 0000003126

Account Number 02501
CR-DR D
Transaction Link 011986290267268017



Date: December 12, 2013

Branch Banking and Trust

Page 1 of 1

Reference: 10000433060487:10000433061487:10000423583492

POLLY THOMPSON
CATHY J SWICEGOOD
PH. 864-468-7123
14 WOODHEDGE CT
MAULDEN, SC 29662-2637

3142
87-190/532

Sept 25, 2012

PAY to the order of Cathy Swicegood \$ 3,000.00
Three Thousand and 00/100 Dollars

BBST BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBST BBST.COM

Classic BANKING

For Labor Materials Signature Polly Thompson

2501 03642

2501 03642

20120925

0000003142

Account Number CR-DR 2501

Transaction Link D 012847290728243325

Date: December 15, 2014

Branch Banking and Trust

Page 9 of 10

Reference: 10000515846315:10000515847315:10000494219316

POLLY THOMPSON
CATHY J SWICEGOOD
PH. 864-458-7123
14 WOODHEDGE CT
MAULDIN, SC 29662-2637

3148
67-100/532

Date Oct. 26 2012

PAY to the order of Cathy Swicegood \$ 1,000.00
one thousand and 00/100 Dollars

 BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBST BBST.com

Classic
BANKING

For _____ Signature Polly Thompson

⑆02501⑆03148

Marked Check

Cathy J. Swicegood

VOID
IF COPIED
OR
REPRODUCED
BY ANY MEANS
ELECTRONIC OR MECHANICAL
INCLUDING PHOTOCOPYING
RECORDING OR BY ANY INFORMATION
SYSTEM

Date
Amount
Serial Number

20121029
0000003148

Account Number
CR-DR
Transaction Link

⑆02501⑆
D
012088290051749029

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

Polly Thompson,

Petitioner,

v.

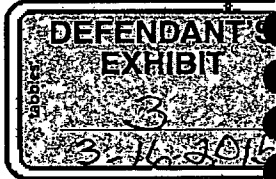
Cathy Swicegood and Wells Fargo,

Respondents.

IN THE COURT OF COMMON PLEAS
THE TENTH JUDICIAL CIRCUIT

RESPONDENT SWICEGOOD'S
MEMORANDUM OF LAW IN SUPPORT
OF HER MOTION TO STAY THE
PRECEDINGS

2014-CP-37-00143



This matter is before this Court on Petitioner's Partition and Ouster action. Because the South Carolina Court of Appeals has exclusive jurisdiction to grant the relief sought, and further because this Court may not act or issue orders that affect issues on appeal, this Court must stay these proceedings.

PROCEDURAL HISTORY

On March 13, 2014, Ms. Swicegood, who considered herself married to the Petitioner Polly Thompson filed for a divorce. Despite both parties being the same sex, the matter was heard before the Greenville County Family Court on May 5, 2014 and was summarily dismissed for a lack of subject matter jurisdiction. Per Judge Robertson's order he found that the action was marital litigation; however, South Carolina's prohibition on same sex marriages posed a legal impediment to the parties thereby depriving the Family Court of jurisdictional authority to adjudicate the issues. (See Exhibit A – Judge Robertson's Order).

Ms. Swicegood timely filed a notice of appeal with the South Carolina Supreme Court who deferred the matter to the South Carolina Court of Appeals. (See Exhibit B – Notice of

Appeal). The main contested issue pending before the Appellate Court is whether the same sex ban is unconstitutional.

Just prior to Ms. Swicegood filing for Divorce, on March 11, 2014, Ms. Thompson filed the present matter. Ms. Thompson is seeking a partition, ouster, and accounting of property jointly owned by the parties. This property is subject to Ms. Swicegood's divorce action in that it was jointly purchased during their 13 year marriage.

LEGAL ANALYSIS

- I. **This Court is without jurisdiction to enforce or modify matters stayed by the Respondent's appeal; therefore, Respondents motion to stay must be granted.**

As a general rule, the service of a notice of appeal in a civil matter acts to automatically stay matters decided in the order, judgment, decree or decision on appeal, and to automatically stay the relief ordered in the appealed order, judgment, or decree or decision. Rule 241(a), SCACR. Pursuant to Rule 205, SCACR, the appellate court has **exclusive** jurisdiction over matters on appeal. Arnal v. Fraser, 371 S.C. 512, 518, (2007). Under Rules 205 and 241, SCACR, "the lower court may not act or issue orders that affect an issue on appeal." Arnal, 371 S.C. at 519. The lower court may act only to enforce matters not stayed by the appeal. Id.

Upon the service of Ms. Swicegood's Notice of Appeal, the relief ordered by the Family Court was automatically stayed and exclusive jurisdiction over the matters on appeal was vested in the South Carolina Court of Appeals. See Rule 205, SCACR. A stay "suspends all further proceedings on the judgment, order, or decree appealed from, or as to any matter embraced therein, and prevents the enforcement thereof in whole or in part pending the appeal." Melton v. Walker, 209 S.C. 330, 335 (1946) (quoting 4 C.J.S. Appeal and Error, §§ 626, 662).

If Ms. Swicegood is successful in her appeal and it is found that this State's same sex ban is unconstitutional then the Family Courts will have exclusive jurisdiction over the property subject to this action. "The family court has exclusive jurisdiction to hear and determine actions for separate support and maintenance, legal separation, other marital litigation between the parties, and *for settlement of all legal and equitable rights of the parties in the actions related to the real and personal property of the marriage.*" Gilley v. Gilley, 327 S.C. 8, 11, (1997) (citing S.C. Code Ann. § 20-7-420(2) (Supp. 1995) (current version at S.C. Code Ann. § 63-3-530 (2010))).

The real property subject to the matter before this court is "marital property" in that it was acquired during the marriage. Also, as stated in Judge Robertson's Family Court Order, "The action brought by Plaintiff constitutes 'marital litigation' as referenced in SC Code Ann. § 63-3-530." The only hurdle standing in Ms. Swicegood's way of being allowed to adjudicate her claim before the Family Court is the same sex ban. In order to maintain the status quo, the matter before this court has to stayed during Ms. Swicegood's appeal. By statute, only the Family Court may consider the fifteen factors in making an equitable apportionment of the marital estate. S.C. Code Ann. § 20-7-472.

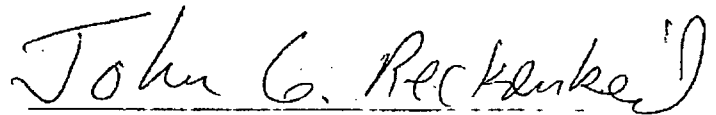
If this Court decides to proceed forth with the pending matter then Ms. Swicegood will be forced to sell the jointly owned property thus suffering irreparable harm. Further, the property is Ms. Swicegood's most valuable asset. If it is sold then issues before the Appellate Court become nearly moot. As observed by the South Carolina Supreme Court in Melton v. Walker, a case in which the appellant sought a stay of the dissolution of the attachment of the respondents' property pending appeal, "[i]f the law were as the respondent here insists, plaintiff's right of appeal might indeed be a hollow right and his victory a fruitless one. . ." 209 at 335.

For all these reasons, the stay must remain in place as it is necessary to maintain the status quo and prevent contested issues from becoming moot.

Conclusion

For all the above reasoning and law, Ms. Swicegood respectfully request that her motion to stay the matter be granted.

LAW OFFICE OF JOHN G. RECKENBEIL, LLC



John G. Reckenbeil
Post Office Box 1633
Spartanburg, SC 29304
Phone: (864) 582-5472
Fax: (864) 582-7280
john@johnreckenbeillaw.com

Dated: June 23, 2014
Spartanburg, South Carolina

STATE OF SOUTH CAROLINA CLERK OF THE COURT
COUNTY OF GREENVILLE GREENVILLE, S.C. THIRTEENTH JUDICIAL CIRCUIT

CATHY J. SWICEGOOD,)
2014 MAY 7) PM 4 26
Plaintiff,)
FAMILY COURT)
vs.)
POLLY A. THOMPSON,)
Defendant.)

CASE NUMBER: 2014-DR-23-1184

AMENDED¹ ORDER OF DISMISSAL

JUDGE: W. MARSH ROBERTSON

COURT REPORTER: MARIA SMITH

DATE OF HEARING: MAY 5, 2014

PLAINTIFF'S ATTORNEY: JOHN G. RECKENBEIL

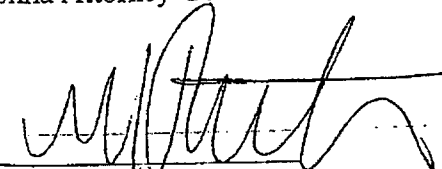
DEFENDANT'S ATTORNEY: MARGARET A. CHAMBERLAIN

This order addresses Defendant's Motion to Dismiss, heard May 5, 2014. Both parties appeared with their attorneys of record. Defendant moves for the dismissal of this case under Rule 12(b)(1), South Carolina Rules of Civil Procedure, for lack of subject matter jurisdiction. Having carefully considered the extensive arguments and written materials presented, the Court grants the motion.

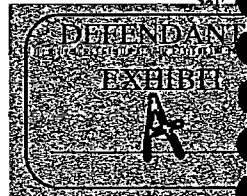
Subject matter jurisdiction refers to the court's power to hear and determine cases of the general class to which the proceedings in question belong. *Watson v. Watson*, 319 S.C. 92, 460 S.E.2d 394 (1995). This court's jurisdiction is limited to the authority vested by the South Carolina Constitution and the South Carolina Code of Laws. The action brought by Plaintiff constitutes "marital litigation" as referenced in SC Code Ann. §63-3-530. The Family Court's jurisdiction to hear and determine such actions is premised on the existence of a marriage. Plaintiff alleges that a common law marriage exists between the parties, both of whom are women. Owing to South Carolina's prohibition on same sex marriages, such a marriage is not legally possible in this state. (See SC Code Ann. §20-1-15) Accordingly, this Court is without jurisdictional authority to adjudicate the issues.

By virtue of this order, the following motions are rendered moot: (1) Plaintiff's Motion for Temporary Relief, and (2) Motion to Intervene by State of South Carolina Attorney General.

IT IS SO ORDERED on this 7th day of May, 2014.


W. MARSH ROBERTSON
Family Court Judge

¹ This order corrects the spelling of Plaintiff's surname in the caption from "Spicegood" to "Swicegood". The original order dated filed May 5, 2015 is otherwise unchanged, and this order shall in no way affect the effective date of that order.





The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1015 SUMTER STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

June 11, 2014

Mr. John G. Reckenbeil, Esquire
PO Box 1633
Spartanburg SC 29304

Re: Cathy J. Swicegood v. Polly A. Thompson
Appellate Case No. 2014-001109

Dear Counsel:

This Court has received your notice of appeal, and the case has been assigned the appellate case number that appears above. Please use this number on all future correspondence relating to this matter.

All parties to this matter are advised that all filings must comply with the requirements of Rule 267 of the South Carolina Appellate Court Rules (SCACR). The SCACR are available online at www.sccourts.org/courtreg. Additionally, any filings submitted by counsel admitted in South Carolina must include counsel's bar number.

The attention of the parties is directed to the order relating to the inclusion of personal data identifiers and other sensitive information in documents filed with the Supreme Court of South Carolina and the South Carolina Court of Appeals. The order can be found at www.sccourts.org/courtOrders/displayOrder.cfm?orderNo=2014-04-15-02. Please note that the responsibility for insuring that information is redacted or sealed as required by this order rests with counsel and the parties. This office will *not* review filings for redaction or to determine if materials should be sealed.



This is to advise that the title in the above matter has been changed to read as follows:

Cathy J. Swicegood, Appellant,

v.

Polly A. Thompson, Respondent.

State Ex Rel Alan Wilson, Attorney General, Intervenor.

All future records in this matter should be changed to reflect this title. If you have any questions, please do not hesitate to contact this office.

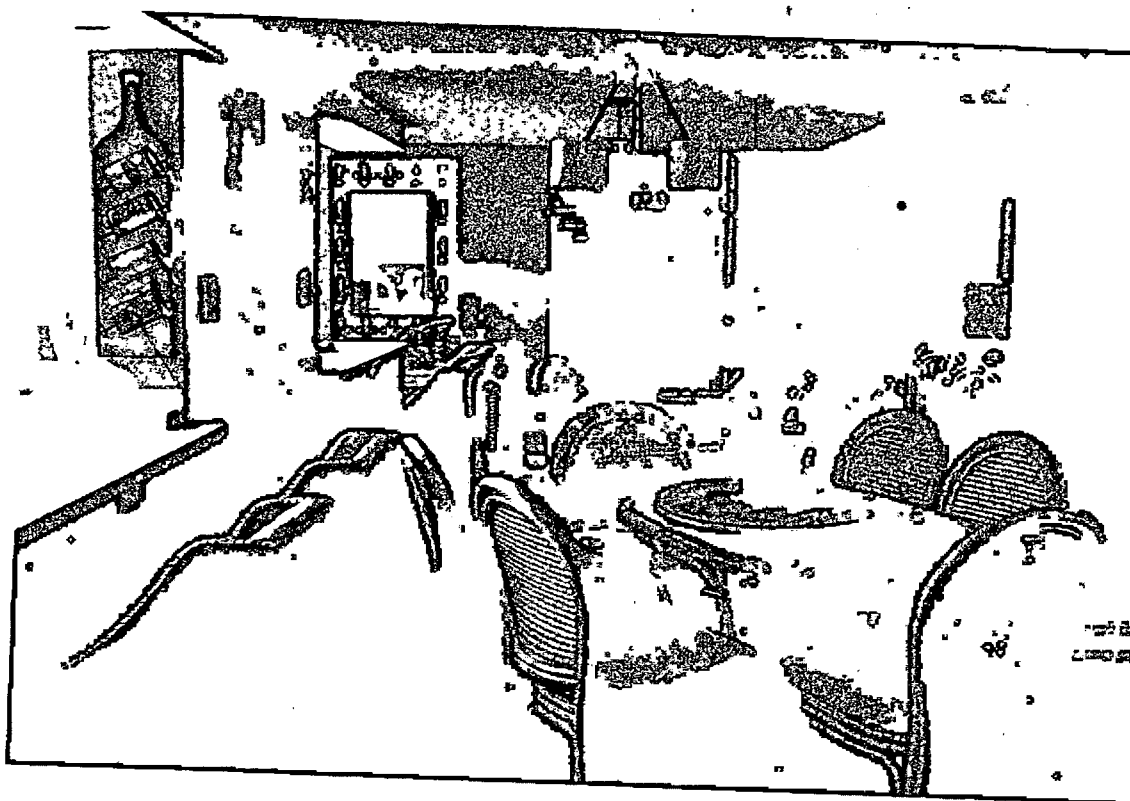
Very truly yours,

V. Claire Allen, Deputy

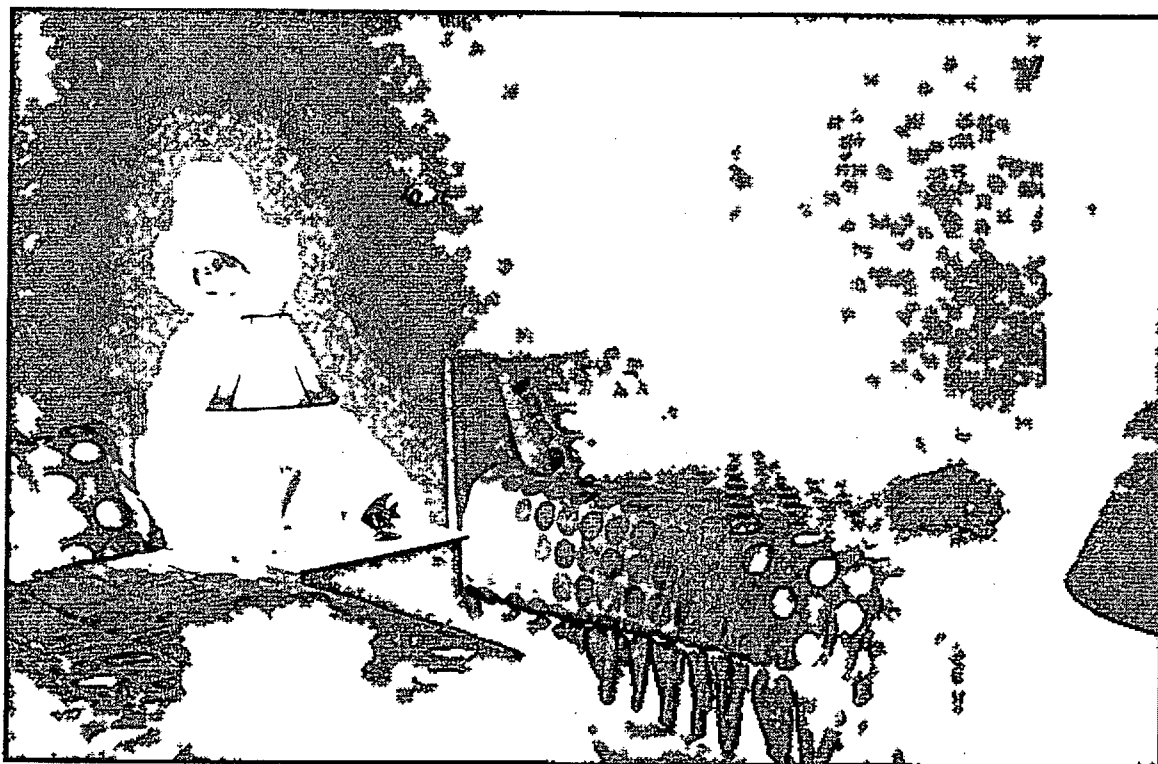
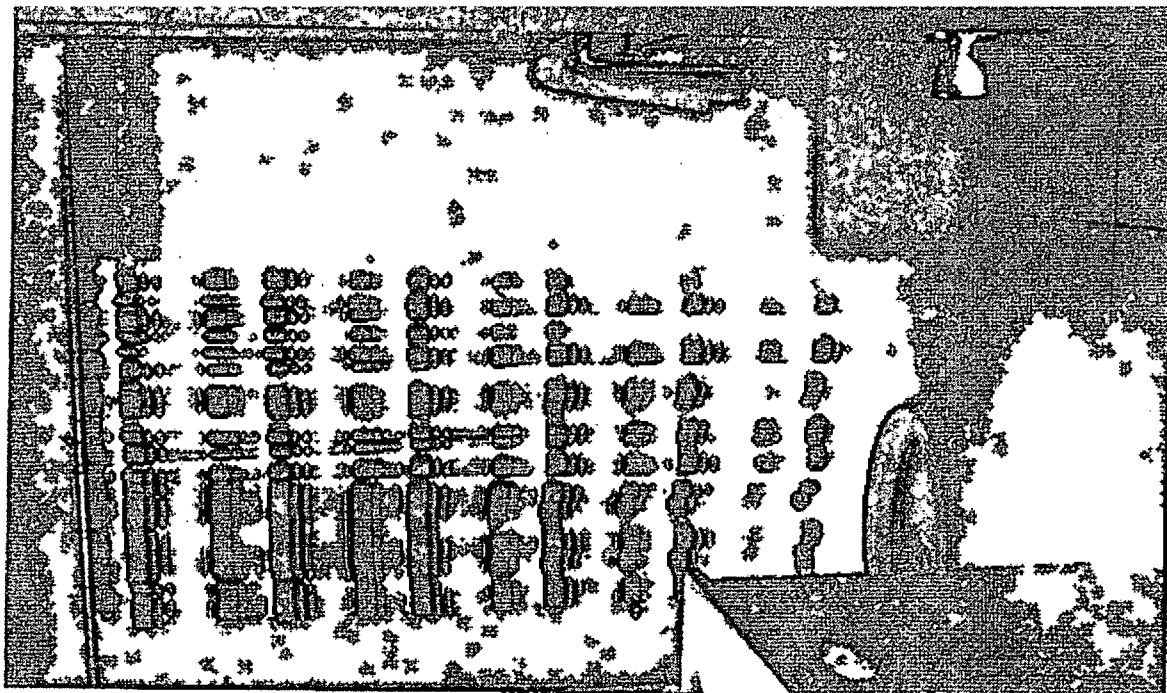
CLERK

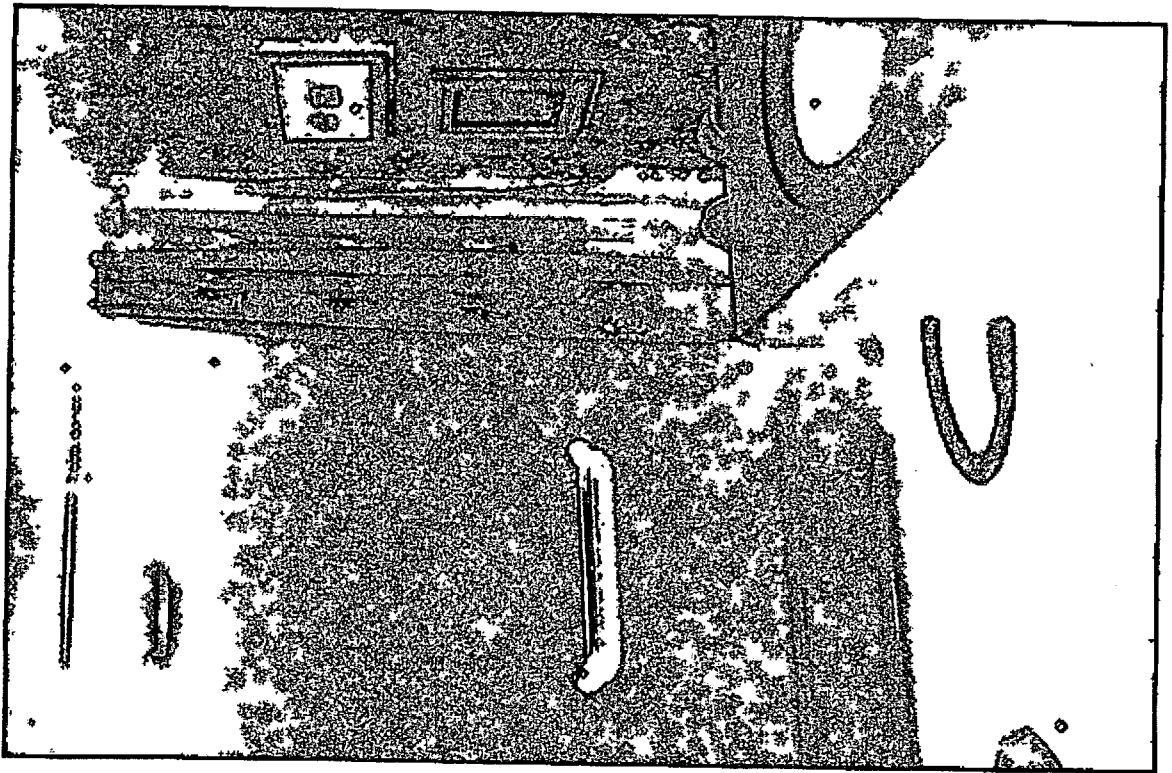
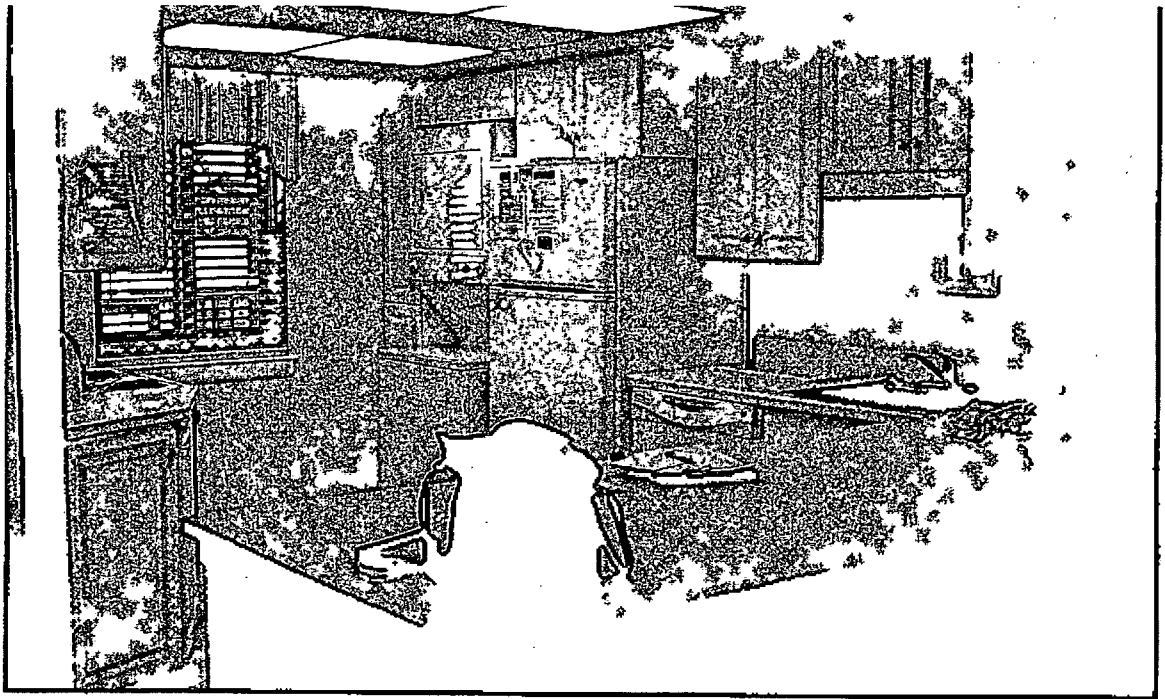
cc: Margaret A. Chamberlain, Esquire
J. Emory Smith, Jr., Esquire

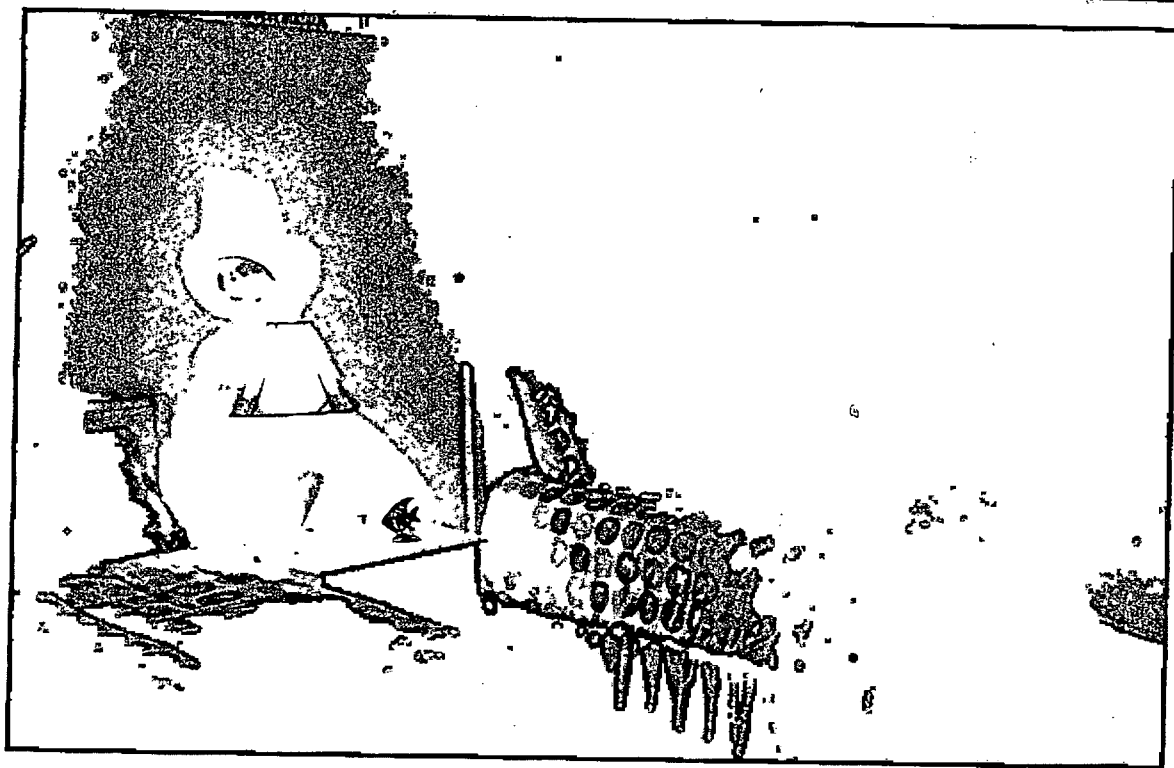
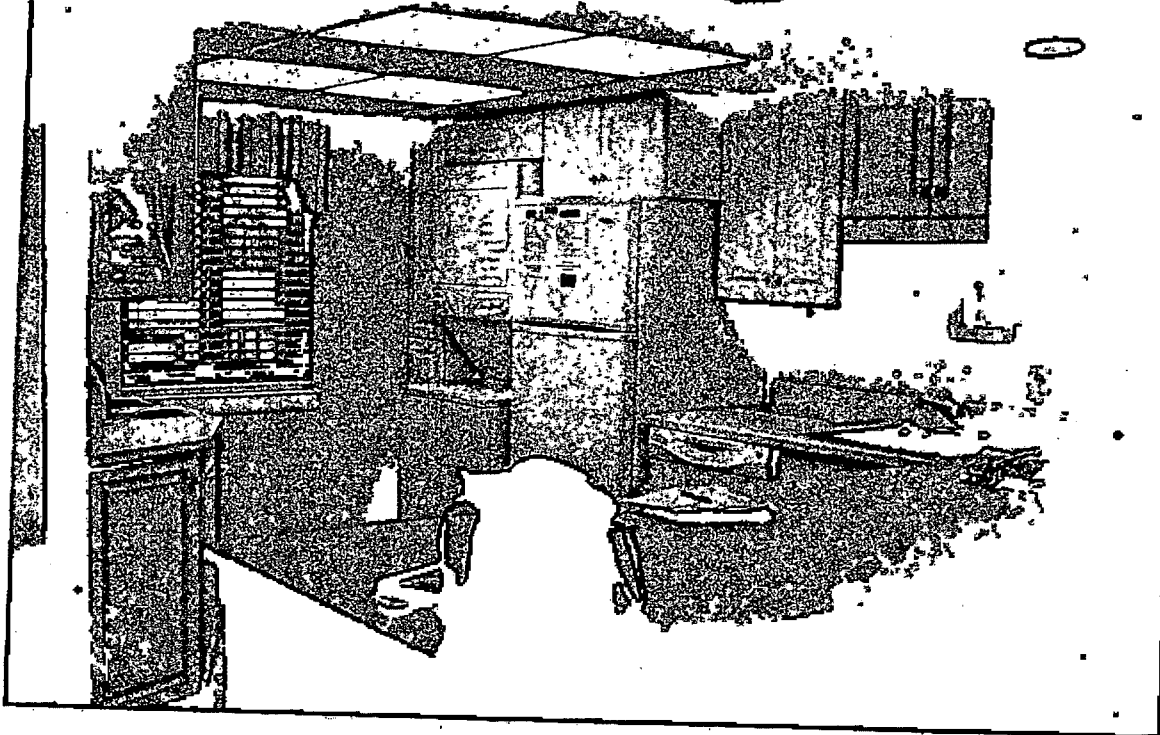
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Ex 4

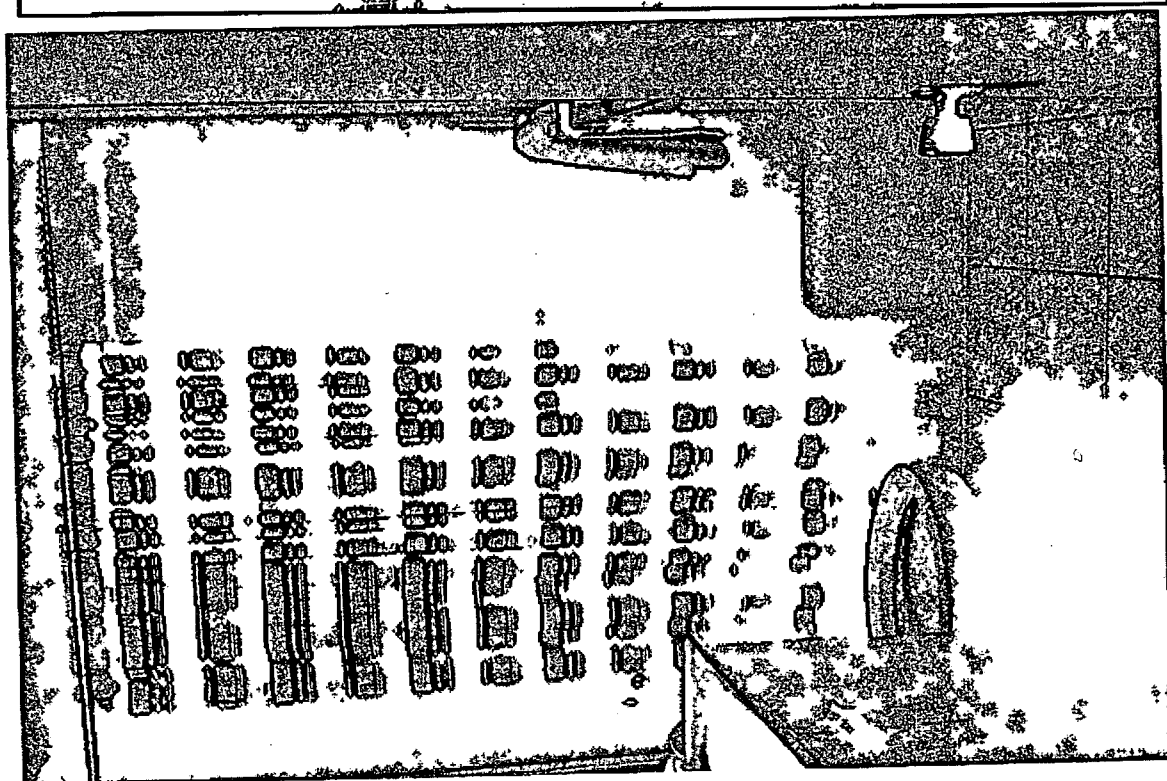
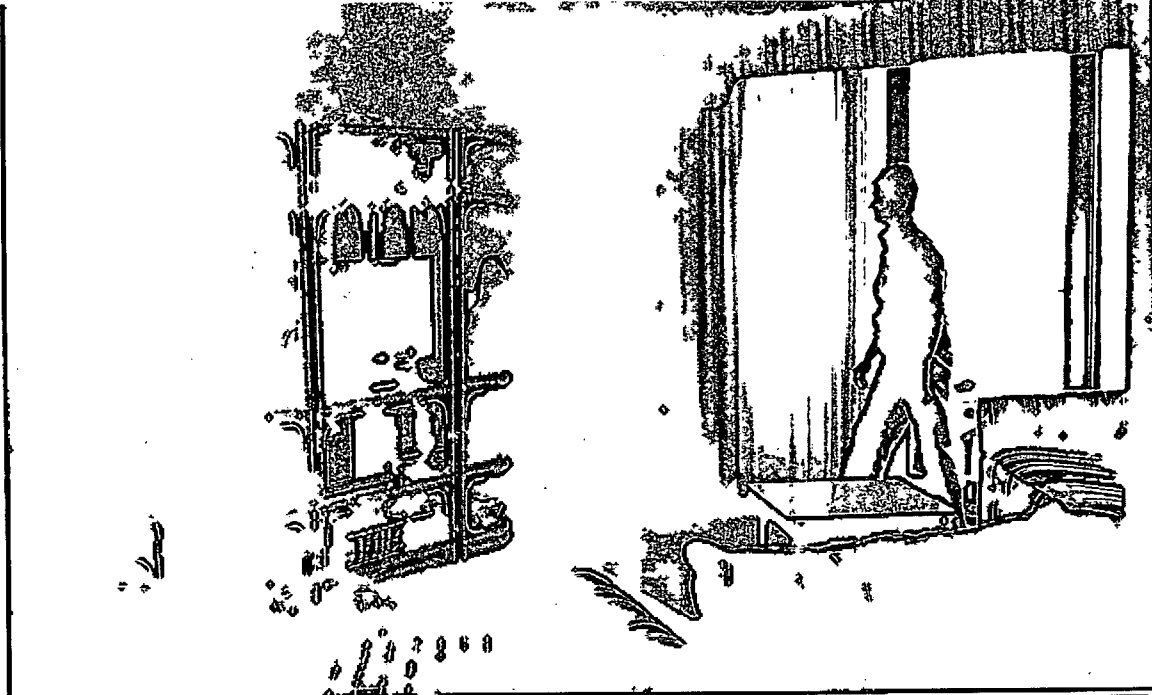


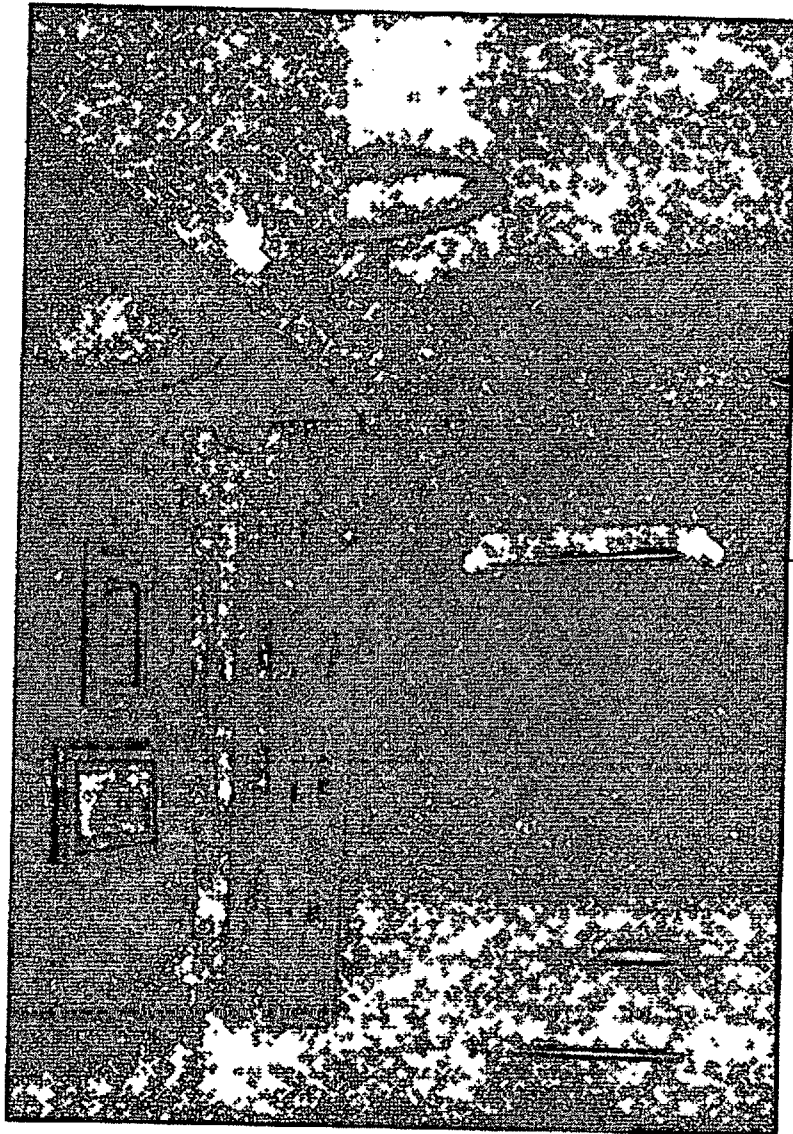
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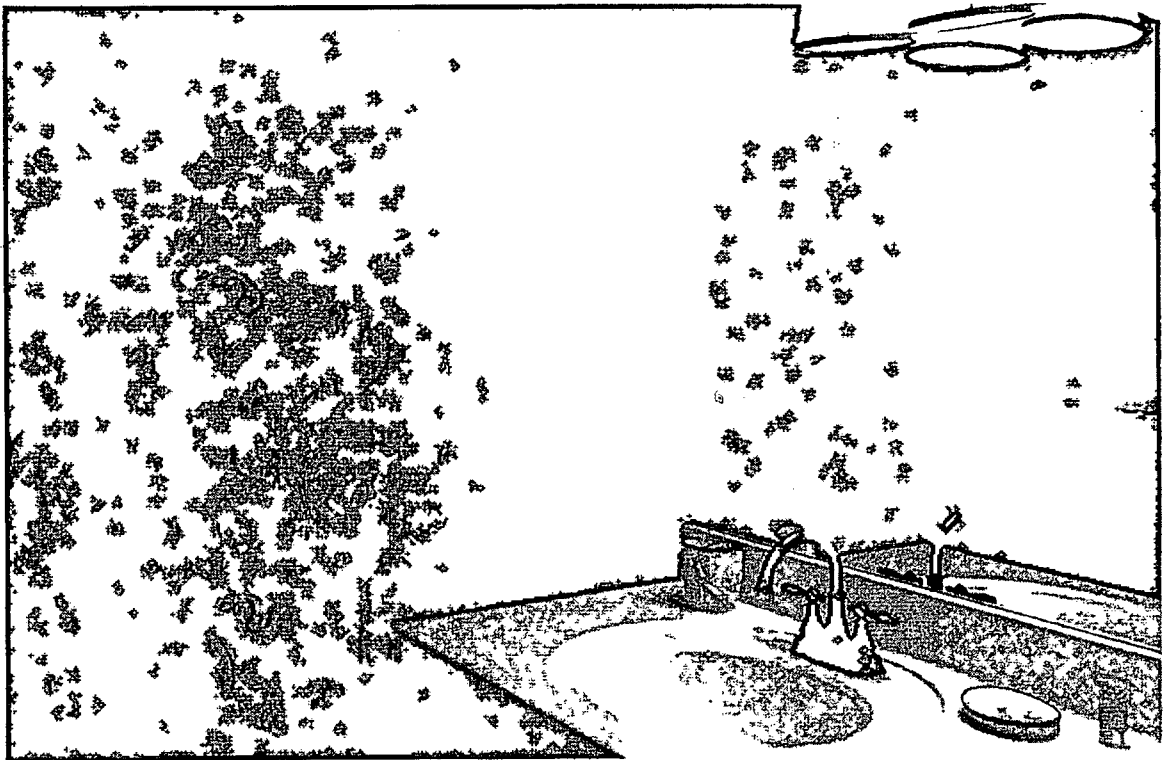
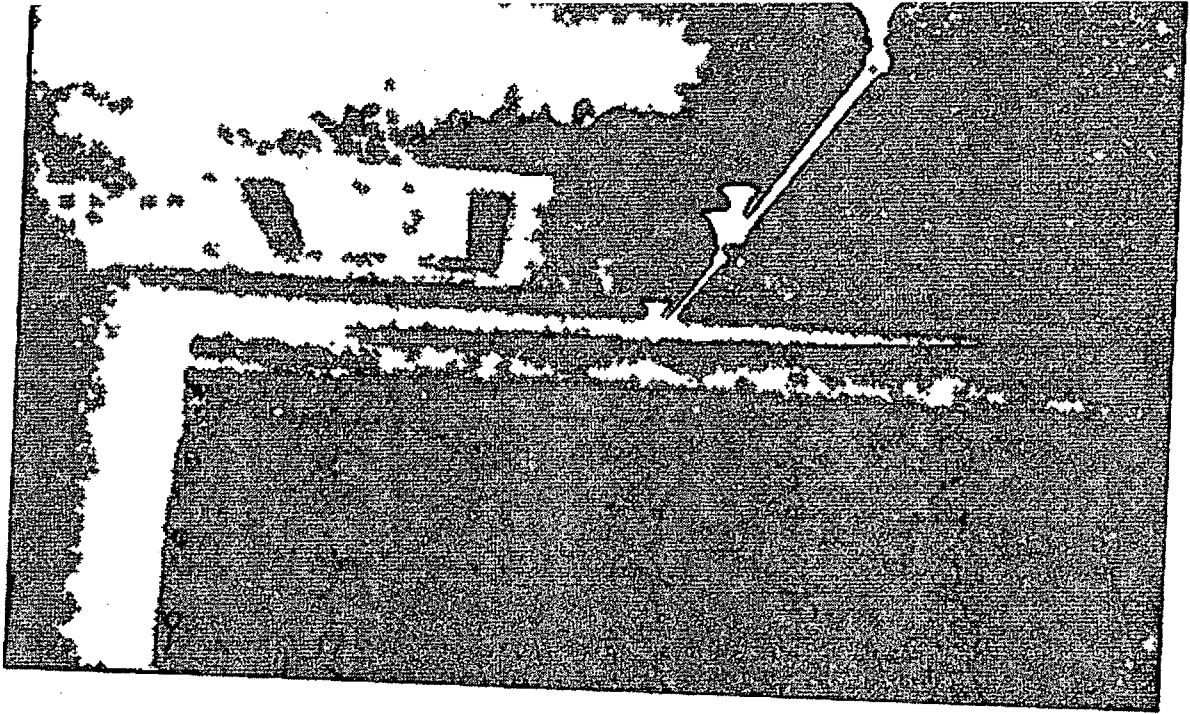


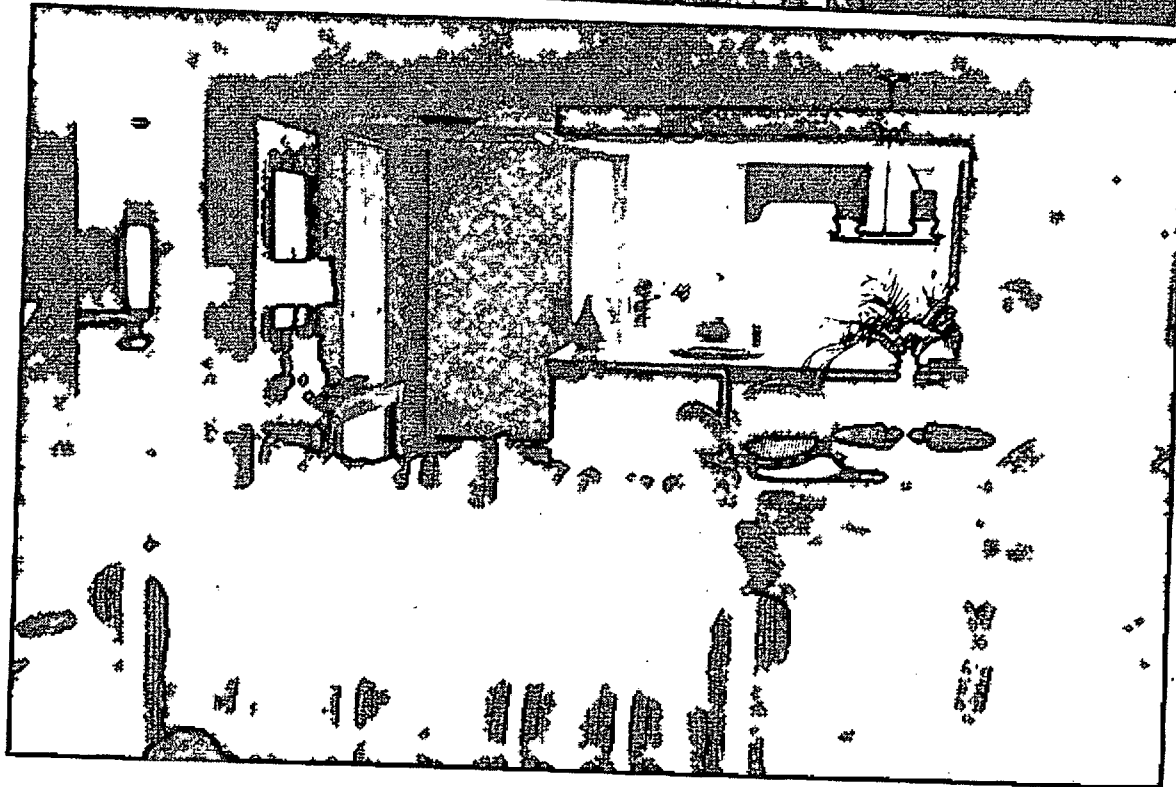


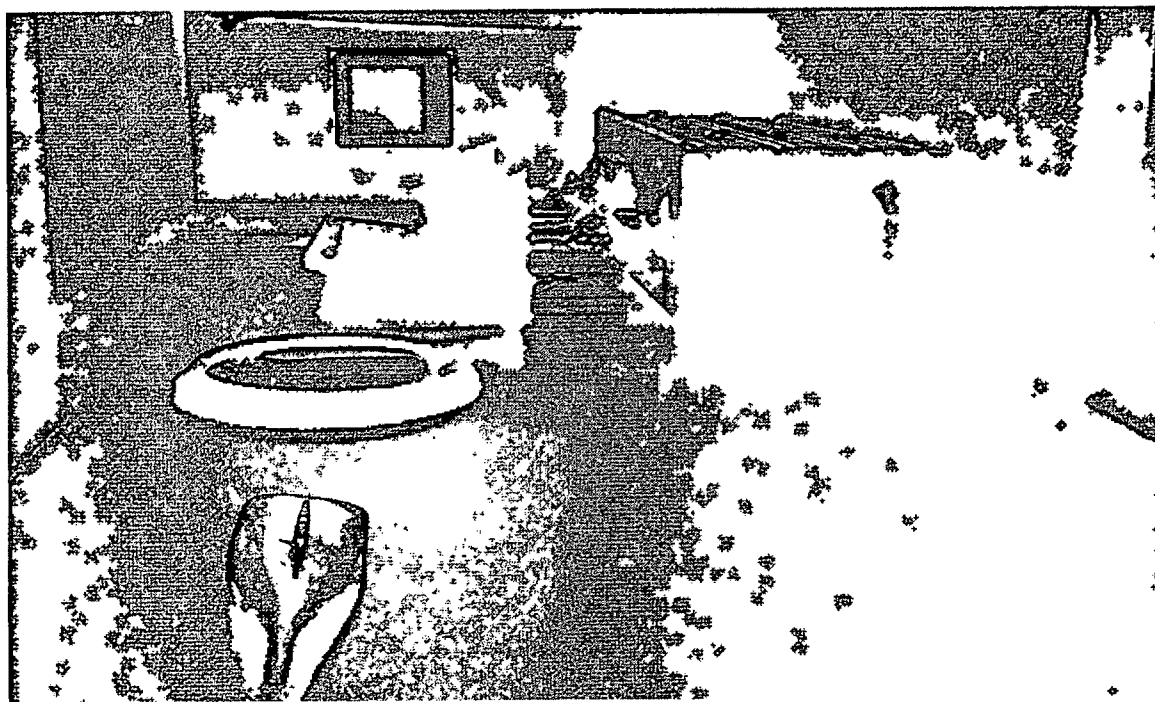
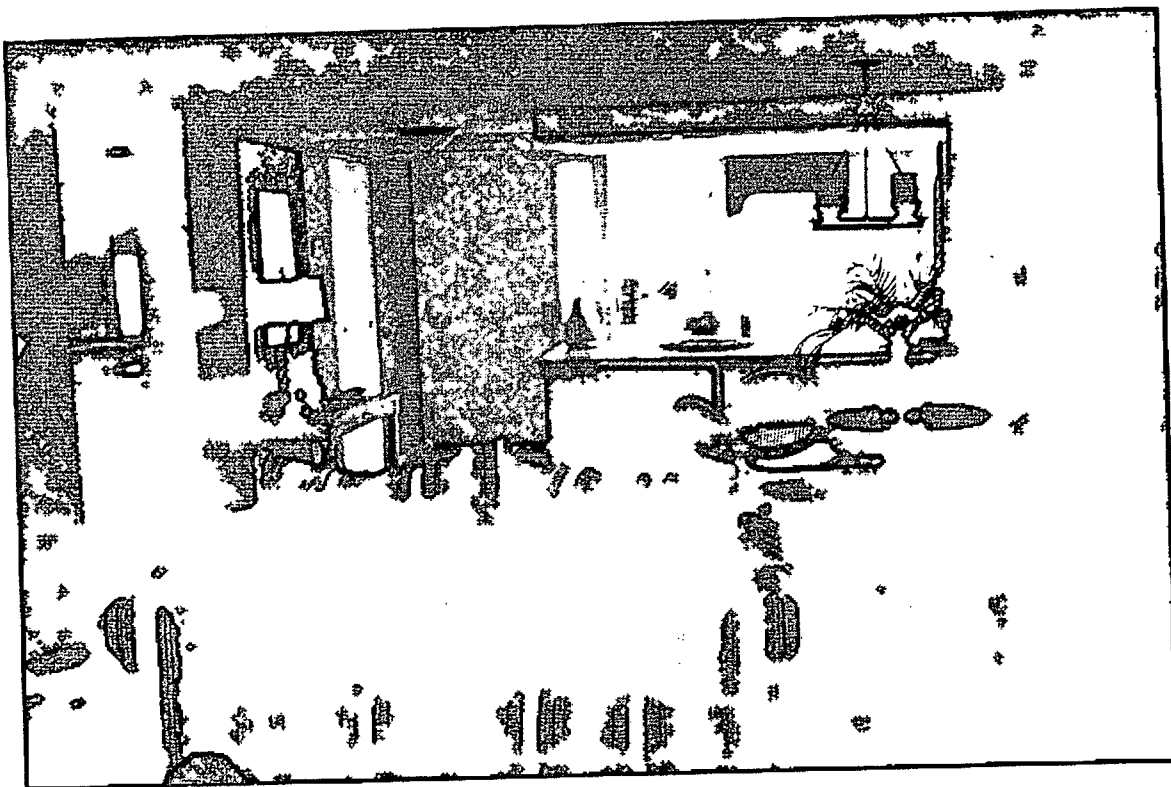


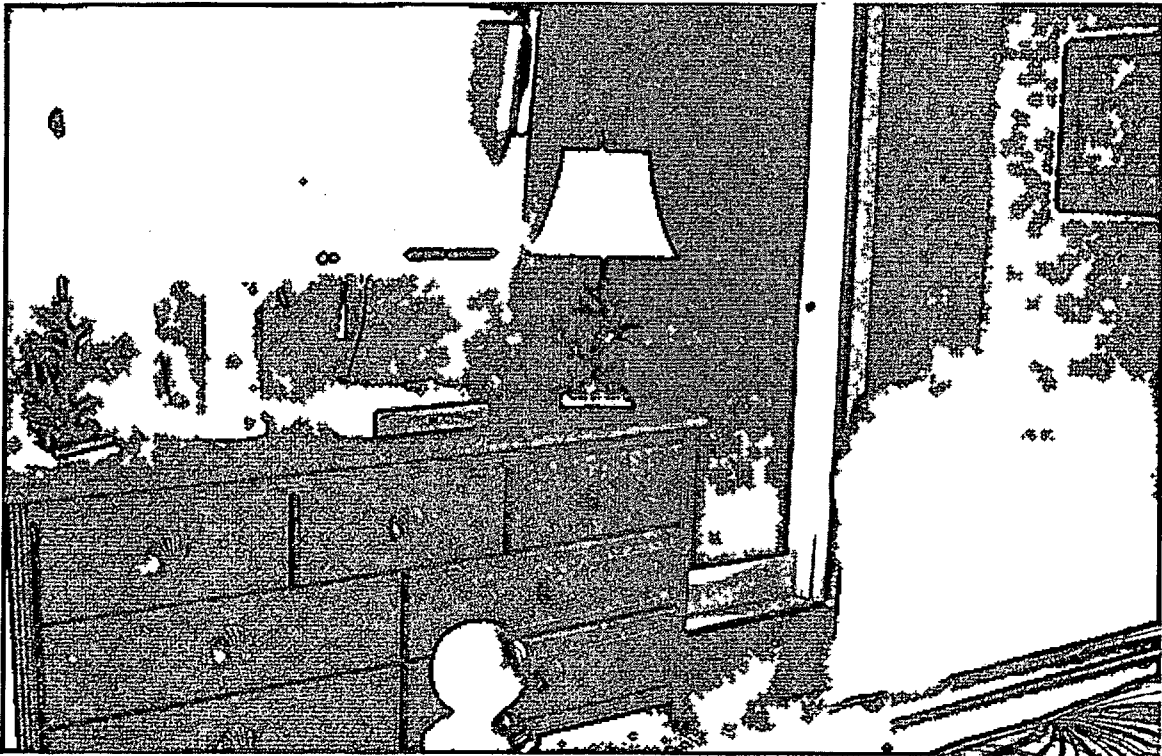


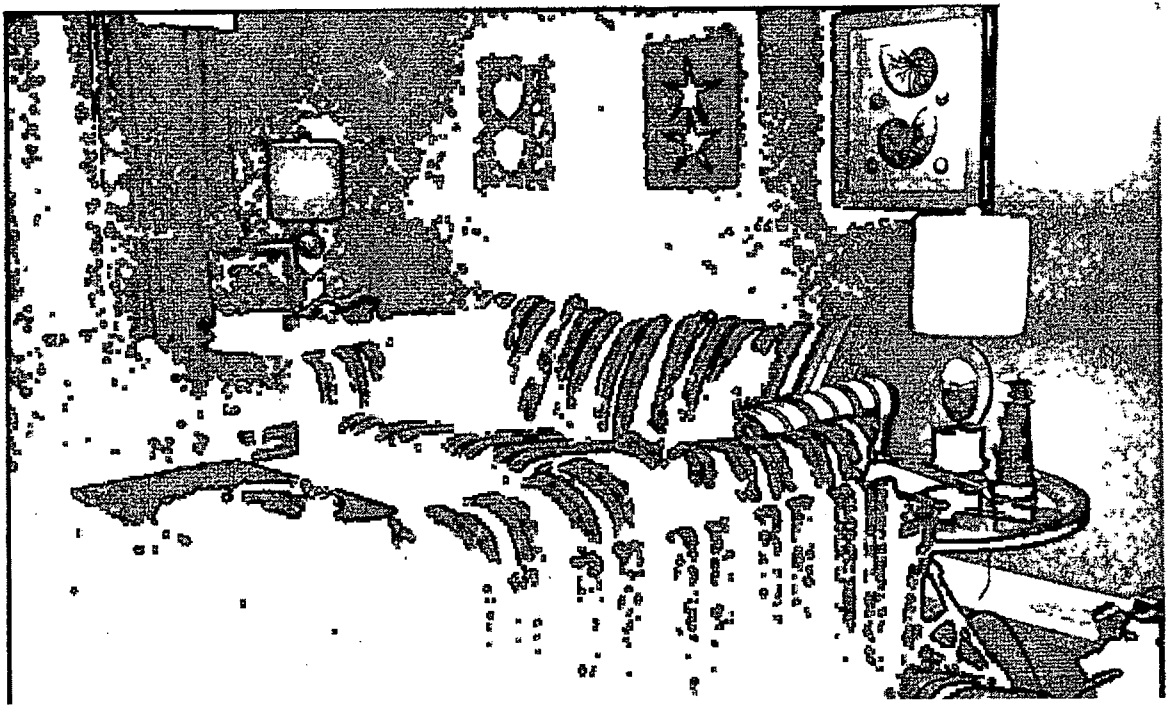
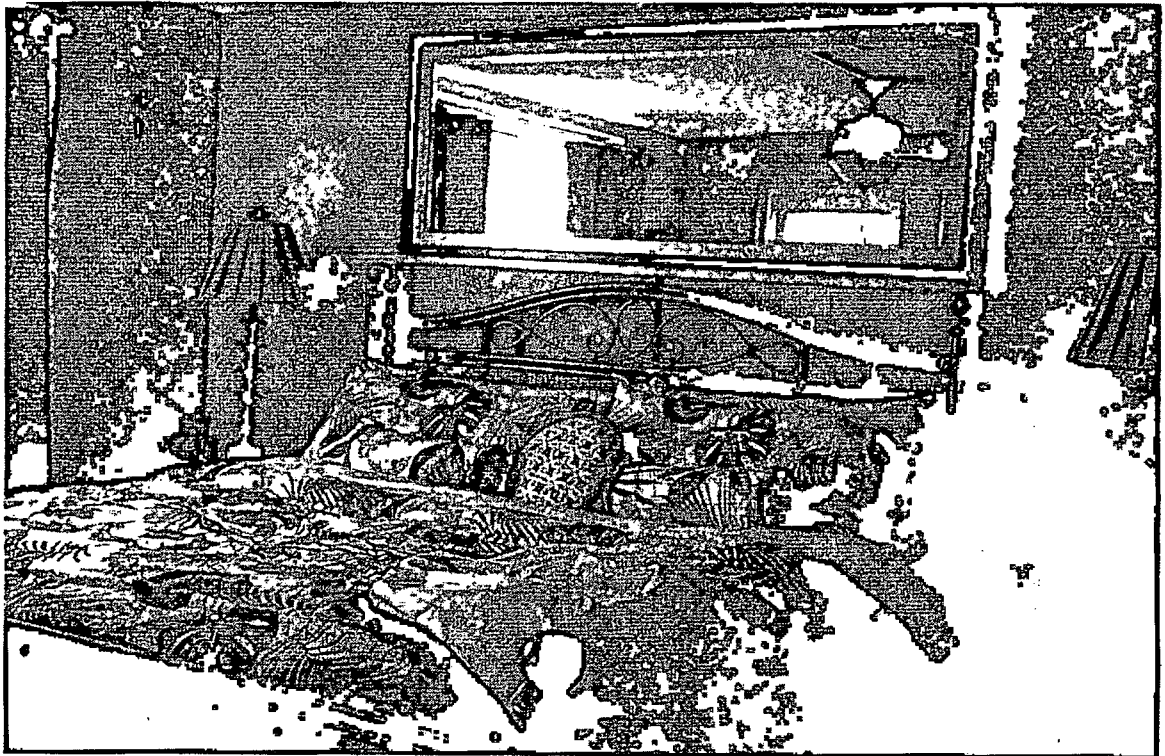
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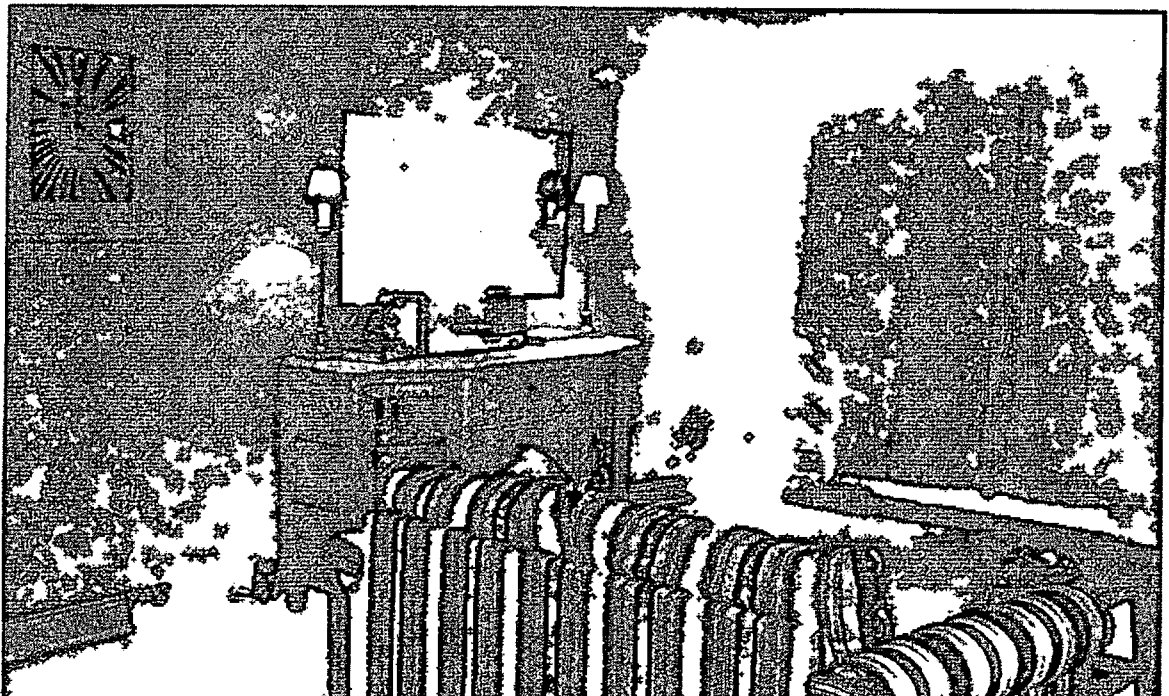
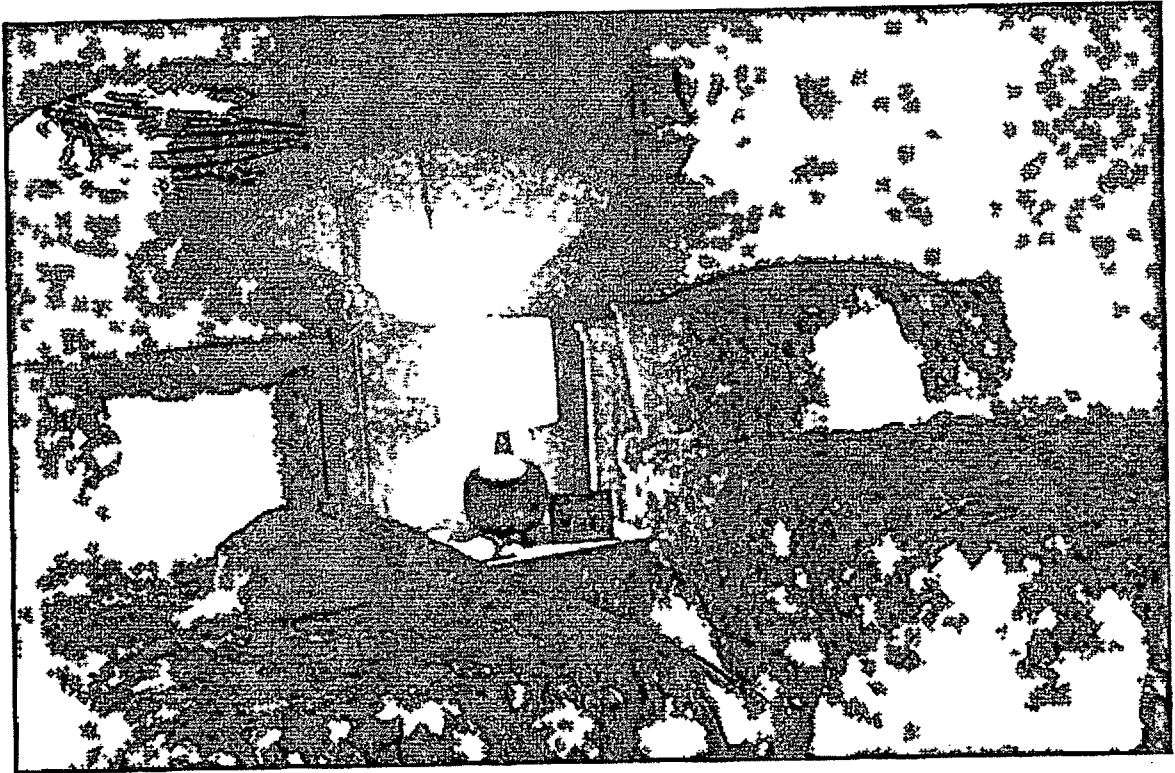


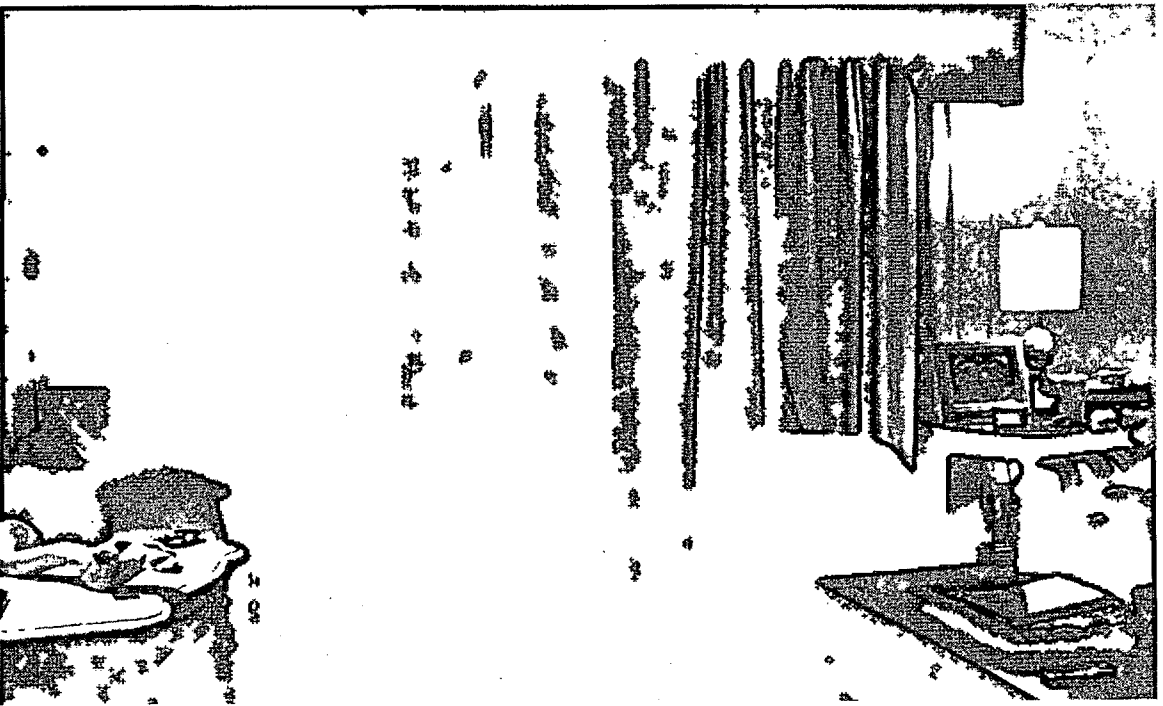
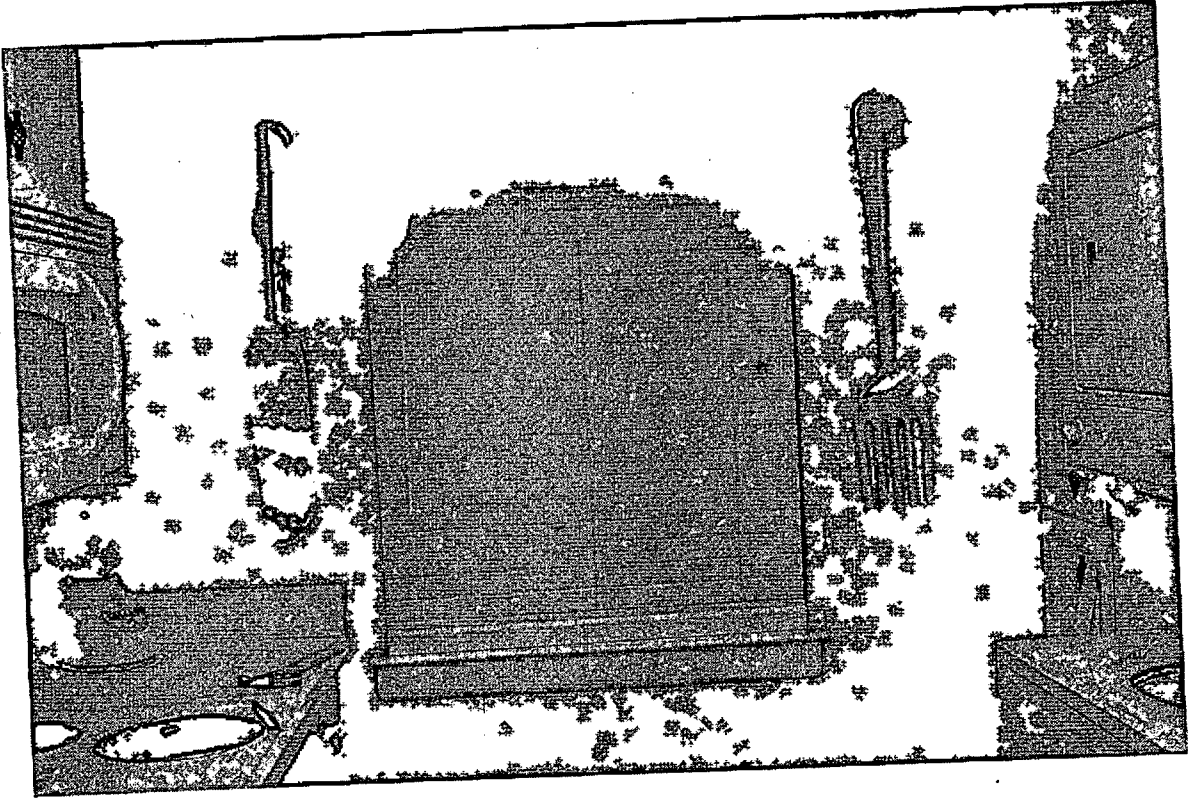




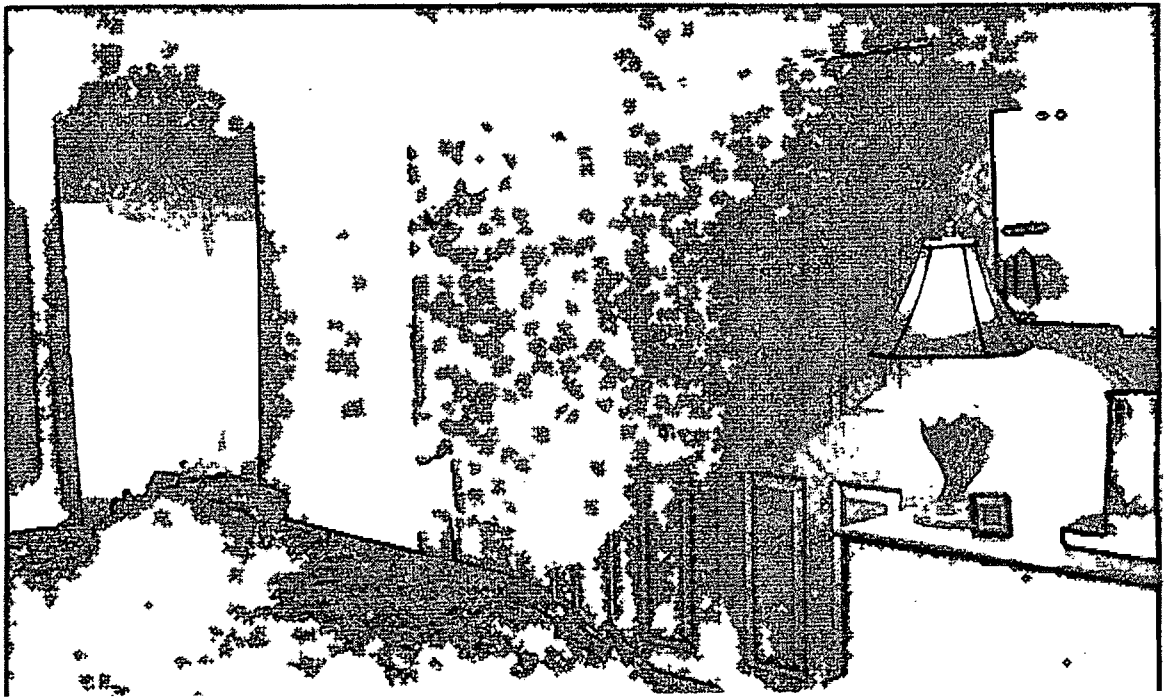
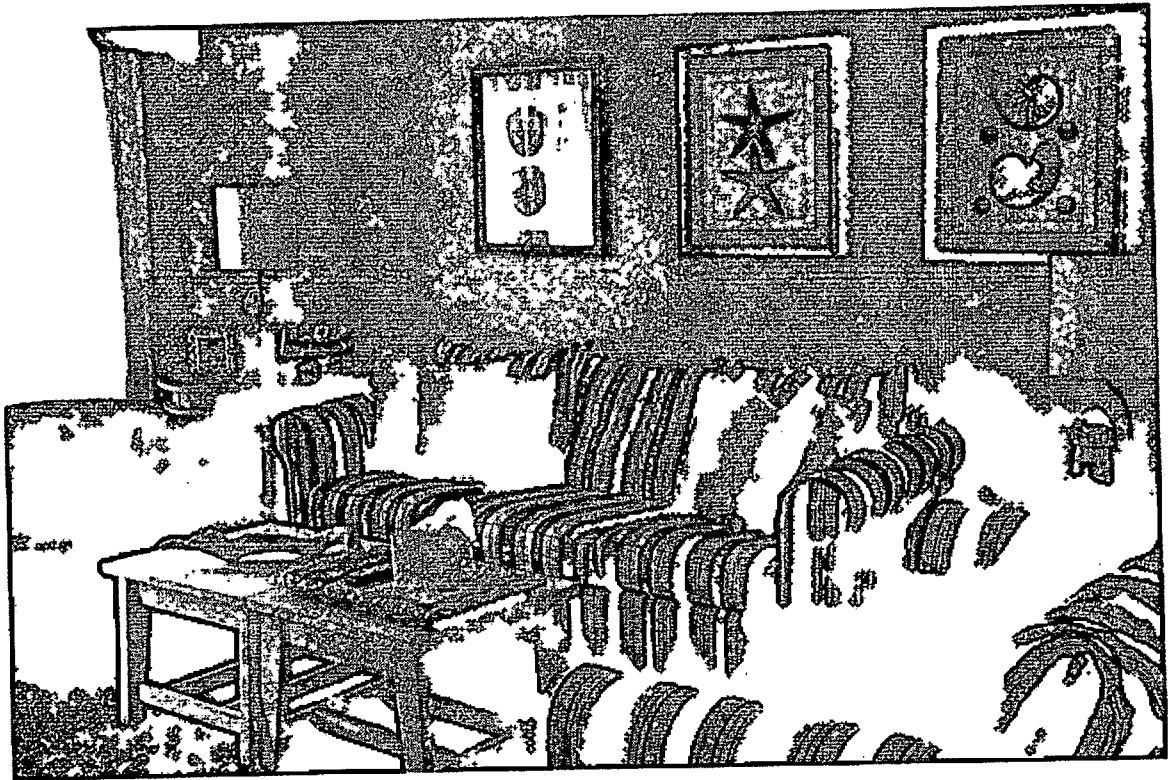


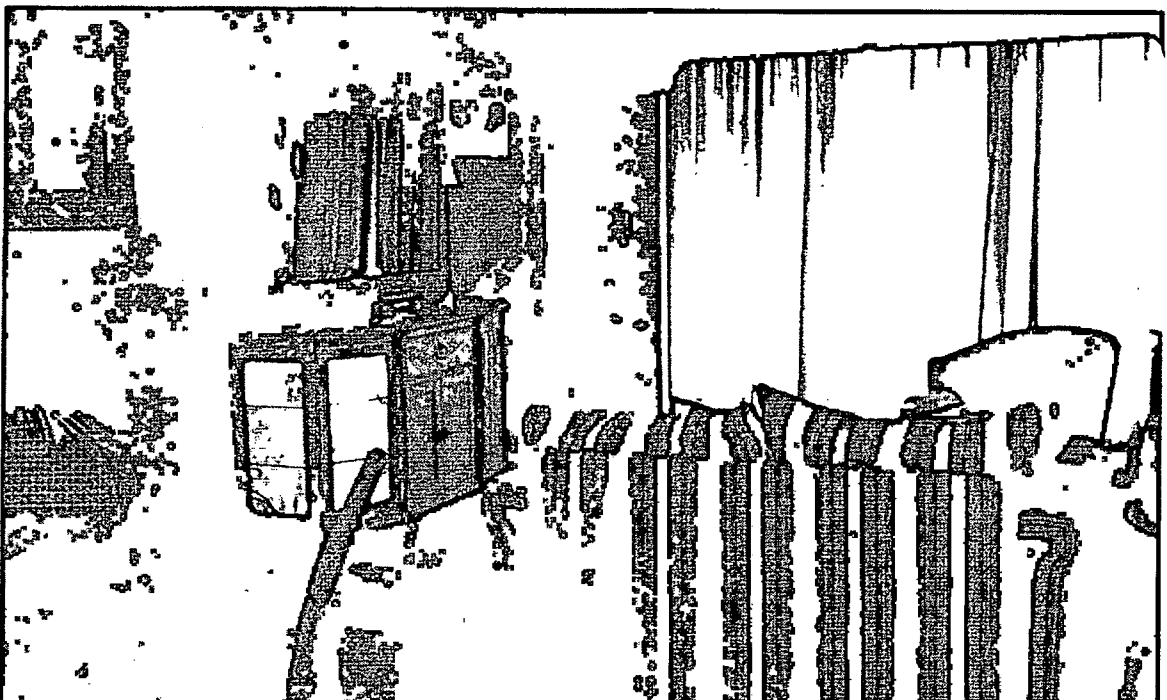
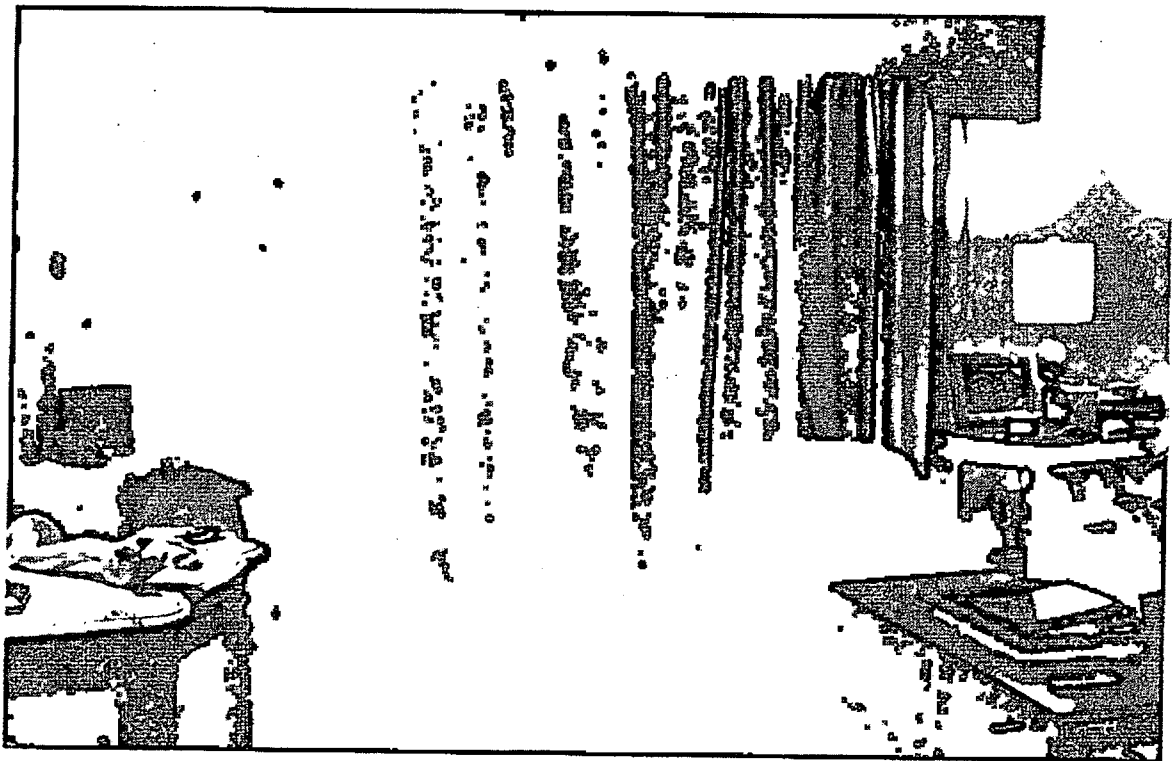


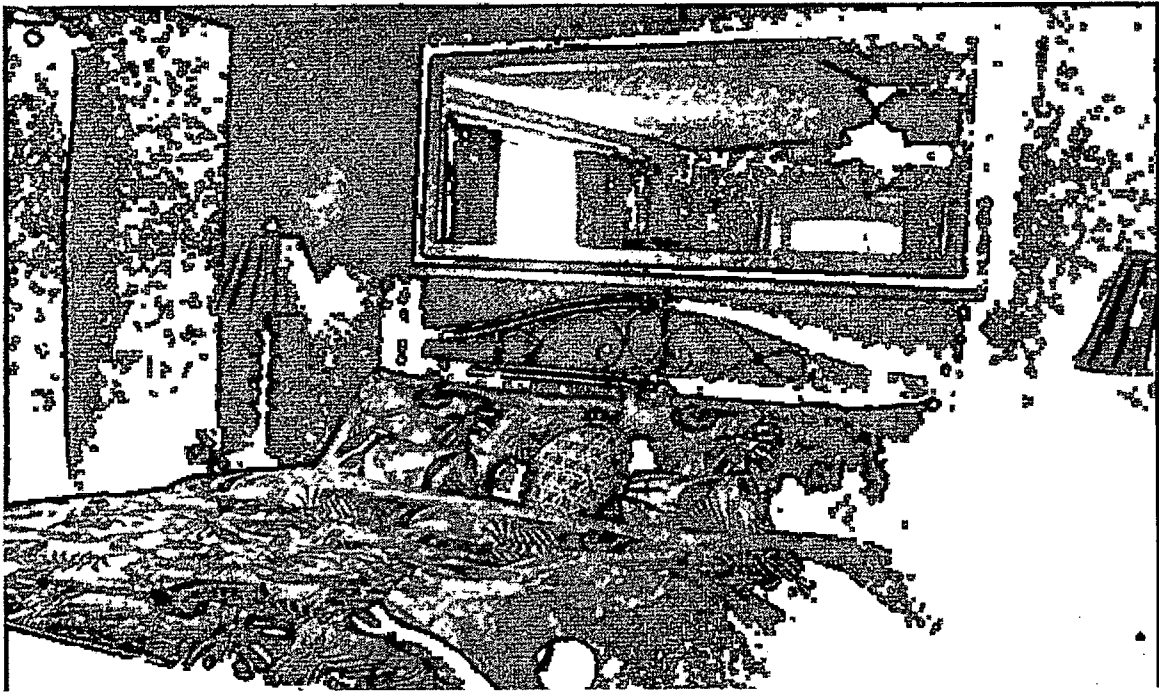


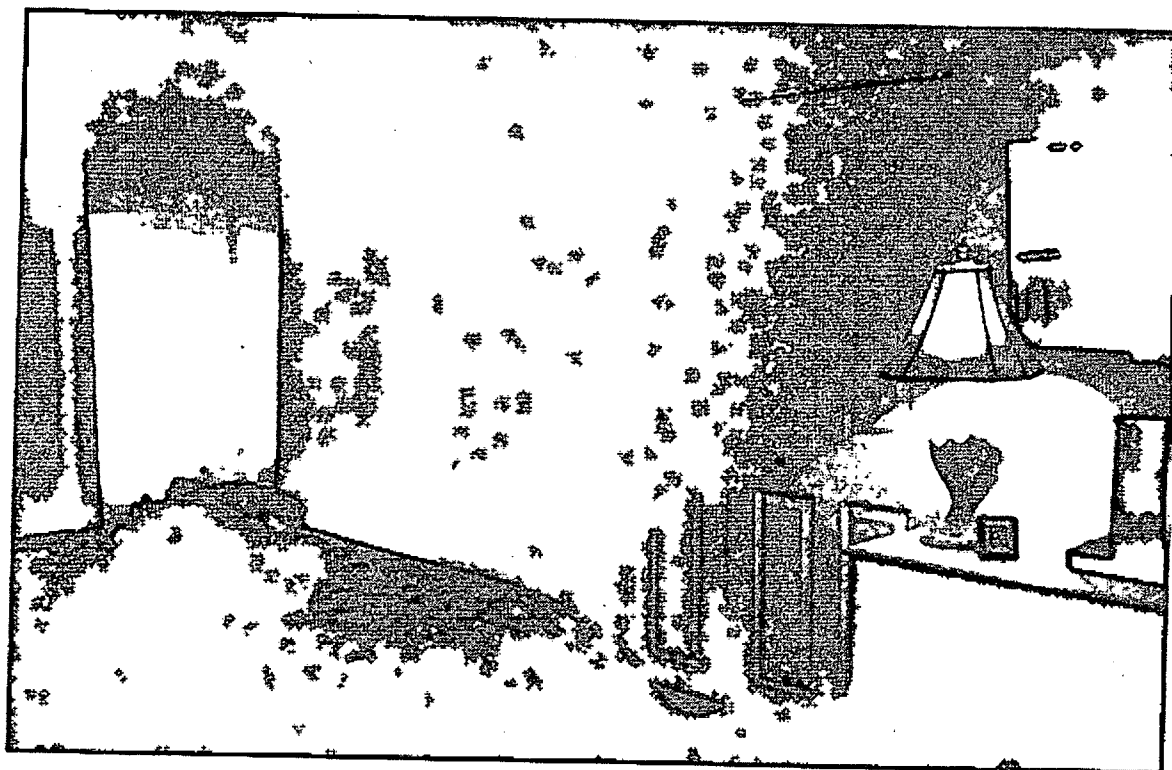


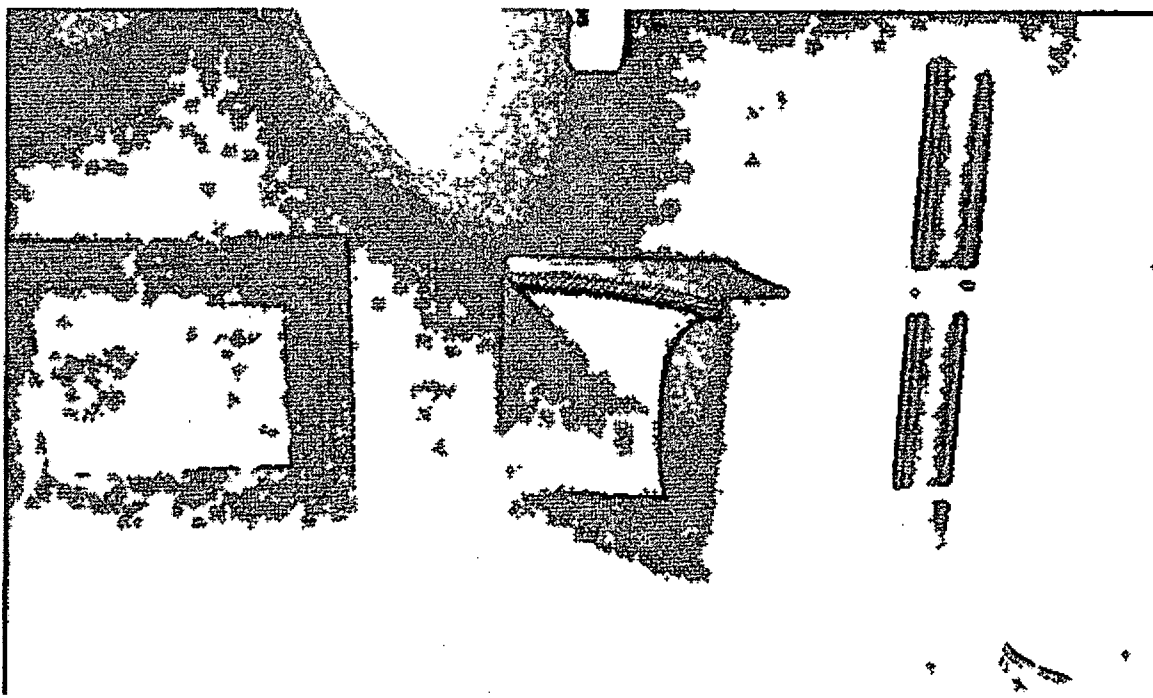
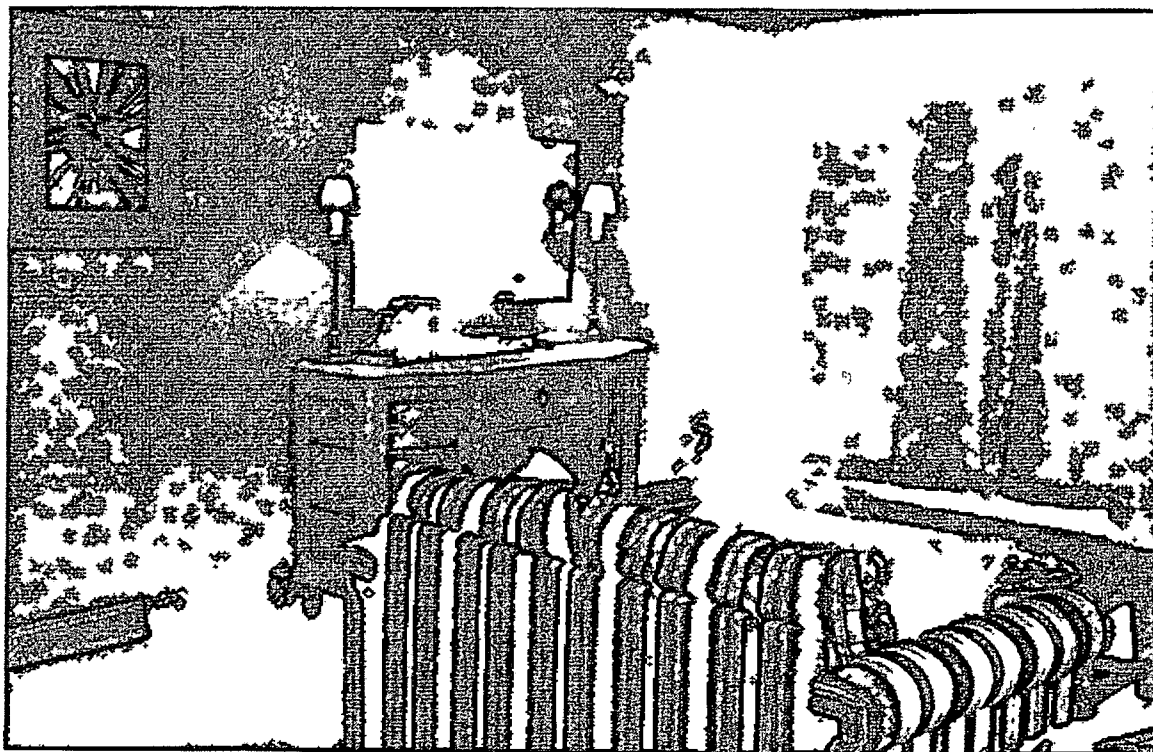


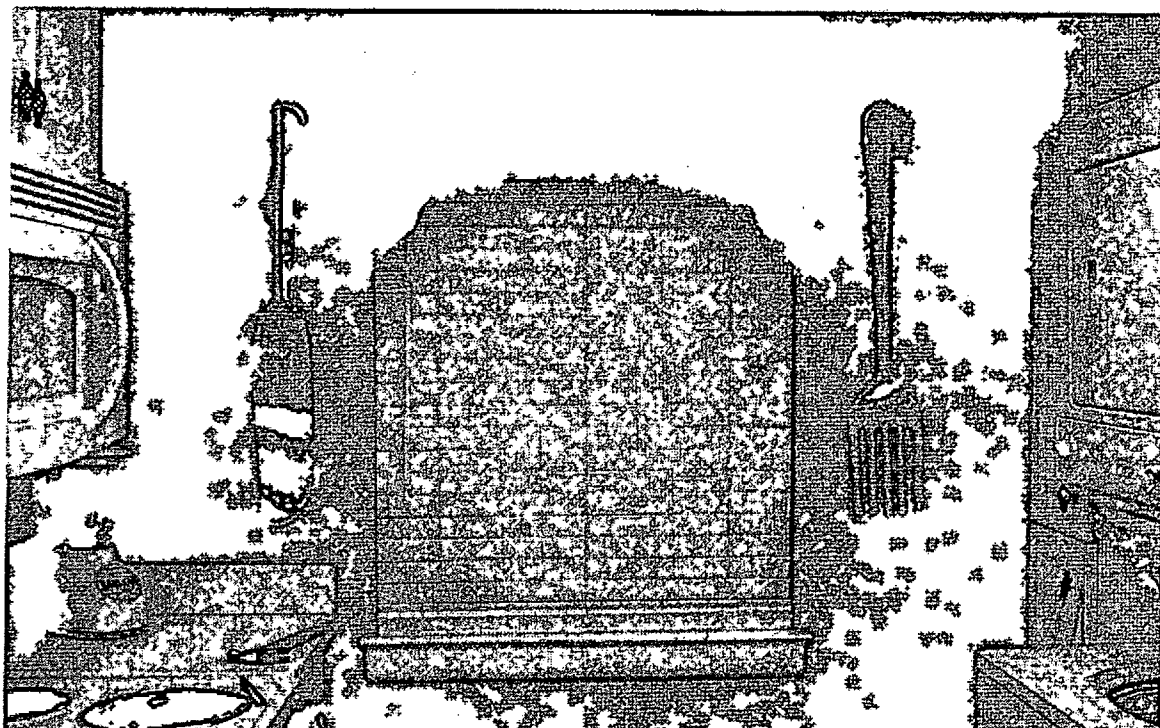
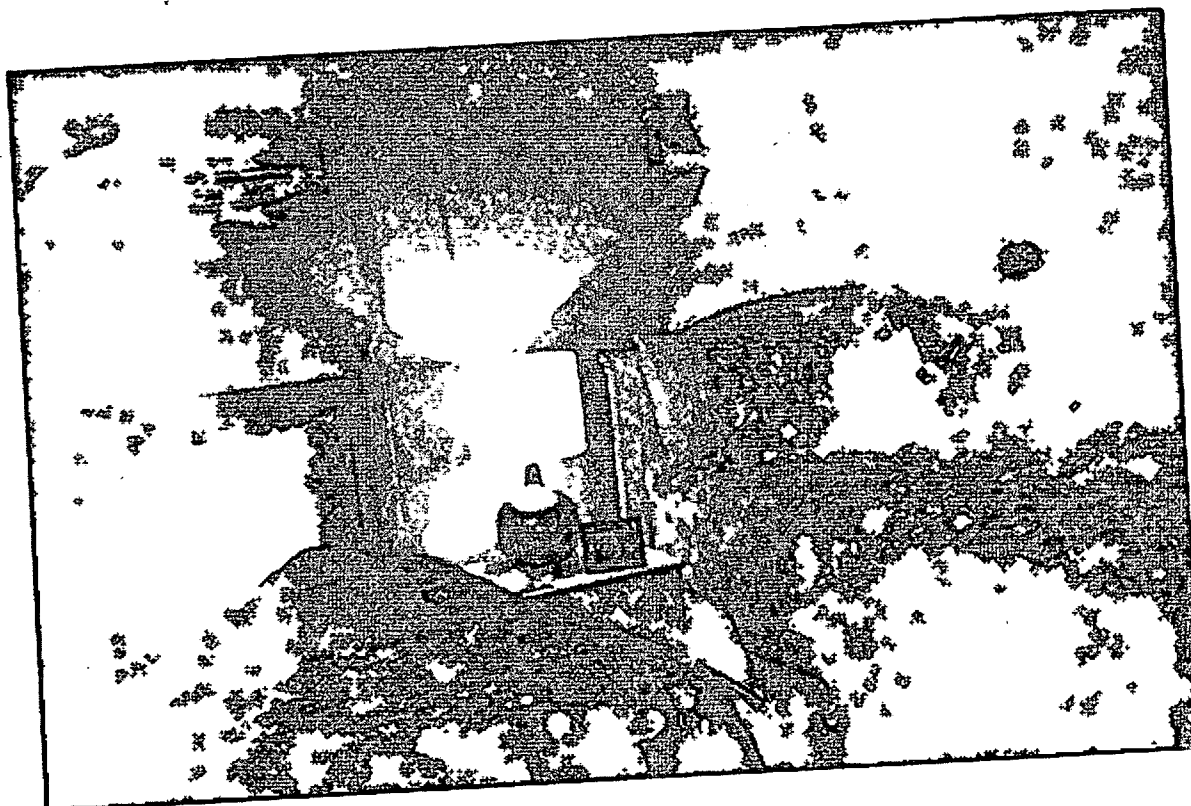














Swiregood By Design

1 of 2

CLIENT: CATHY SWIREGOOD/POLLY THOMPSON/85 FOLLY FIELD RD. ISLAND CLUB #3003

Form Revised
7/28/2009

Phone #'s: (Home) _____ (Work) _____ (Cell) _____ DATE: 6/20/13

DESCRIPTION	PRICE	QTY	TOTAL
REMOVAL OF 650 ^{sq} CARPET + PAD, PICKED OUT, PICKED UP AND INSTALL 650 ^{sq} OF DRIFTWOOD LAMINATE, ALL BASEBOARD + QUARTER RY. . . .			\$3,680.00
18 GALLONS BEHE PAINT, 1200 ^{sq} PAINTED . . .			\$2,720.00
5x WINDOW TREATMENT CUSTOM MADE, 2 CORNICES COVERED + INSTALLED IN CURTAIN PANELS . . .			\$498.00
BOUGHT + INSTALLED 34 KITCHEN KNOBS CHECK OUT 38 RUGS + REC. INSTALLED 6 DOOR HANDLES INSTALLED + PICKED OUT 3 CEILING FANS			\$429.99
PICKED OUT + INSTALLED 8 TOWEL BARS + HOLDERS 3 LIGHT FIXTURES			\$855.00
3 PIECES OUT DOOR SET, 3 FLAT SCREEN MOUNTS + INSTALLED			\$699.95
2 SHOWER RODS			\$409.97
9 BATH DEAD KNOBS			\$179.98
2 ORB BATH FAUCET SETS			\$454.98
PICKED OUT 4 BEDDING SETS + PILLOWS			\$491.00
BASE BOARD + 1/2 ROUND 60x8' OF EACH			\$397.49
TIPPING is most graciously accepted & greatly appreciated - as extra efforts are made to keep the costs low for all customers.			
If Final Total is different than original Quoted Price - it is due to issues such as - Extra Coat(s) of paint/stain required, Additional Work Requested During Job, Unexpected issues - such as excessive difficulties found with existing structures			
	Subtotal		\$10,822.34
TOTAL amount Due upon completion - unless previously arranged/agreed.	SC Sales Tax @ 6%		\$757.36
Labor = Shopping, Pick Up, Delivery, Set up, Decorating, Painting	Labor (Hrs) @ \$ 55 / Hour	hrs.	\$5,910.91
Mailing Address) 14 Woodhedge Court, Mauldin SC 29662	TOTAL		\$17,490.61

Bill Issued By: _____ Date: _____ Thank you !!!





2 of 2

Swicegood By Design

Form Revised 7/28/200

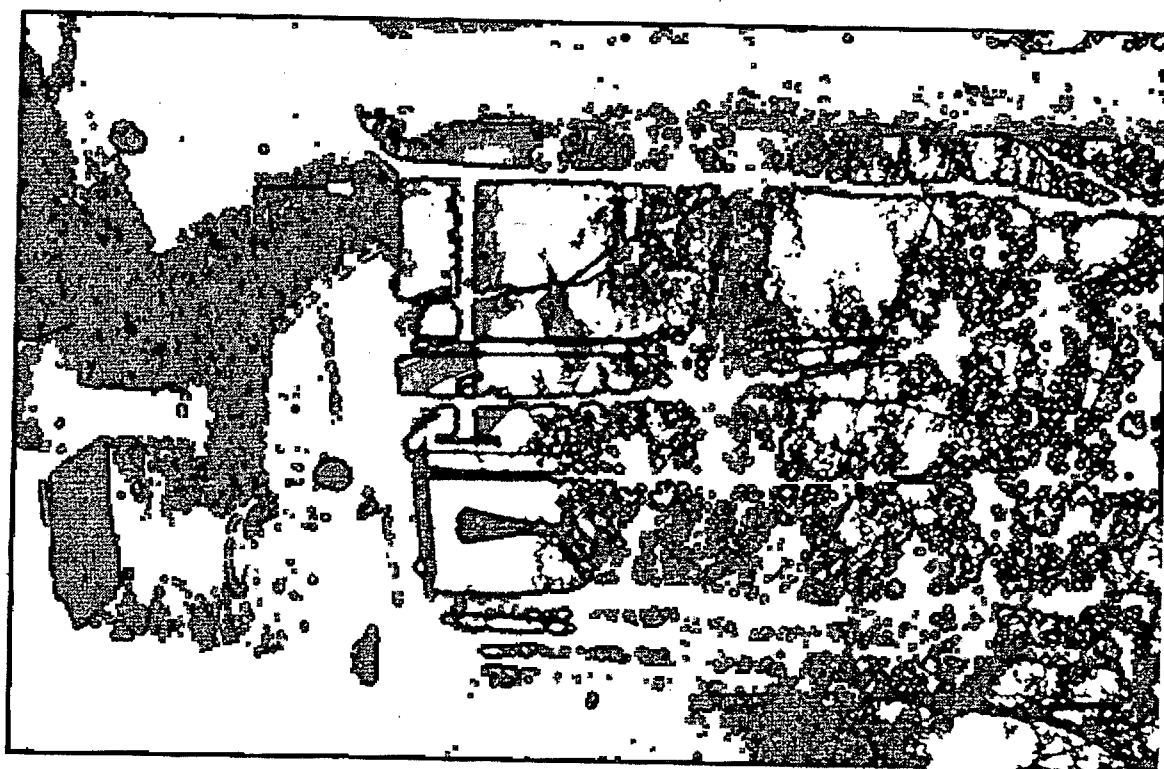
CLIENT: CATHEY SWICEGOOD / POLLY THOMPSON / #3203 / 85 FOLLY FIELD RD

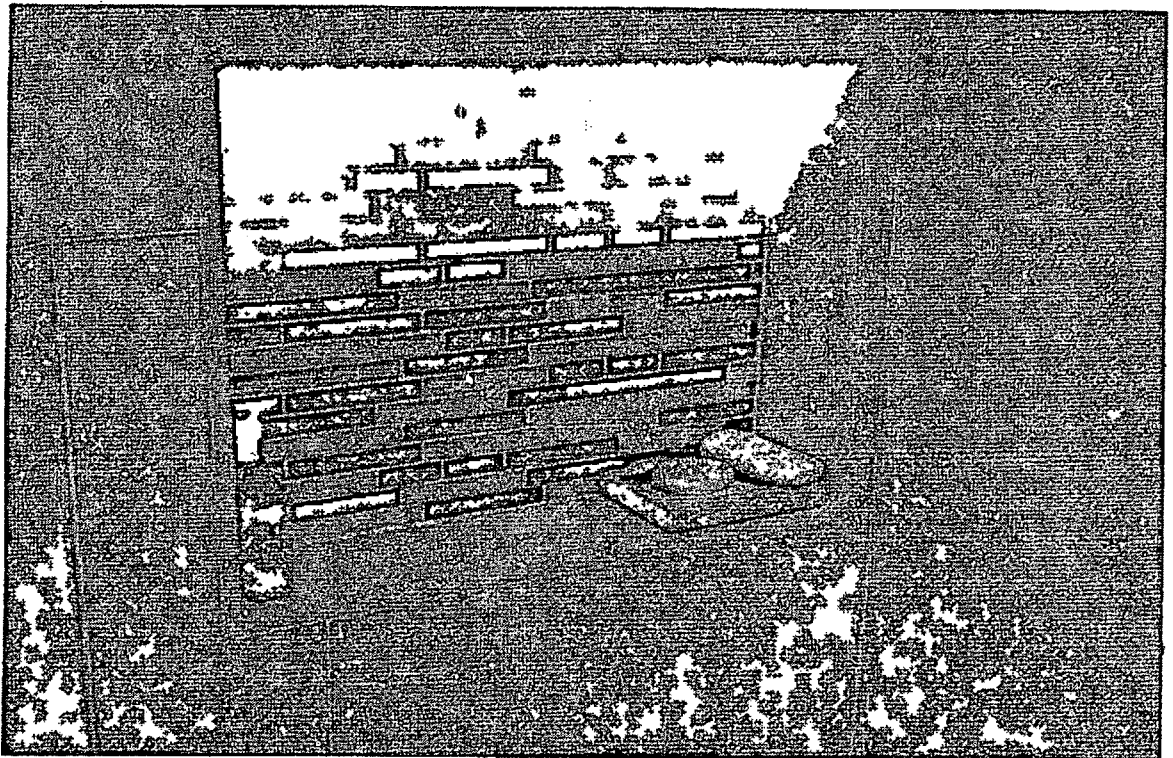
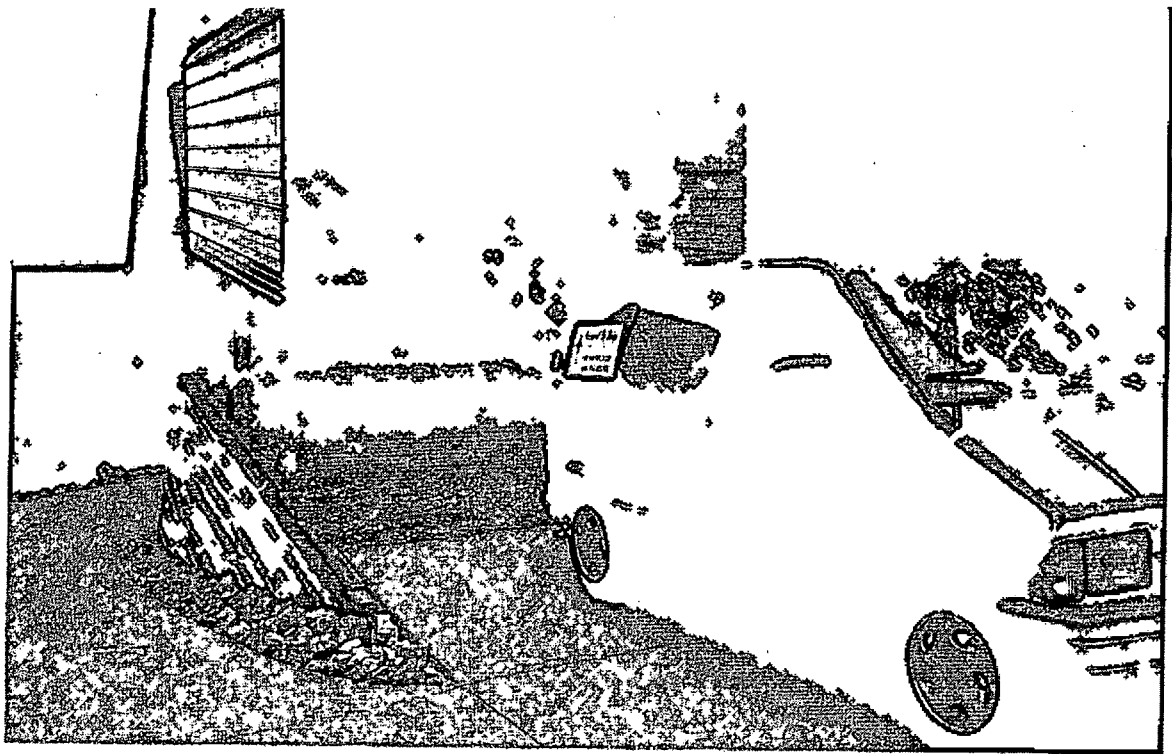
Phone #'s: (Home) Work Cell DATE: 6/20/13

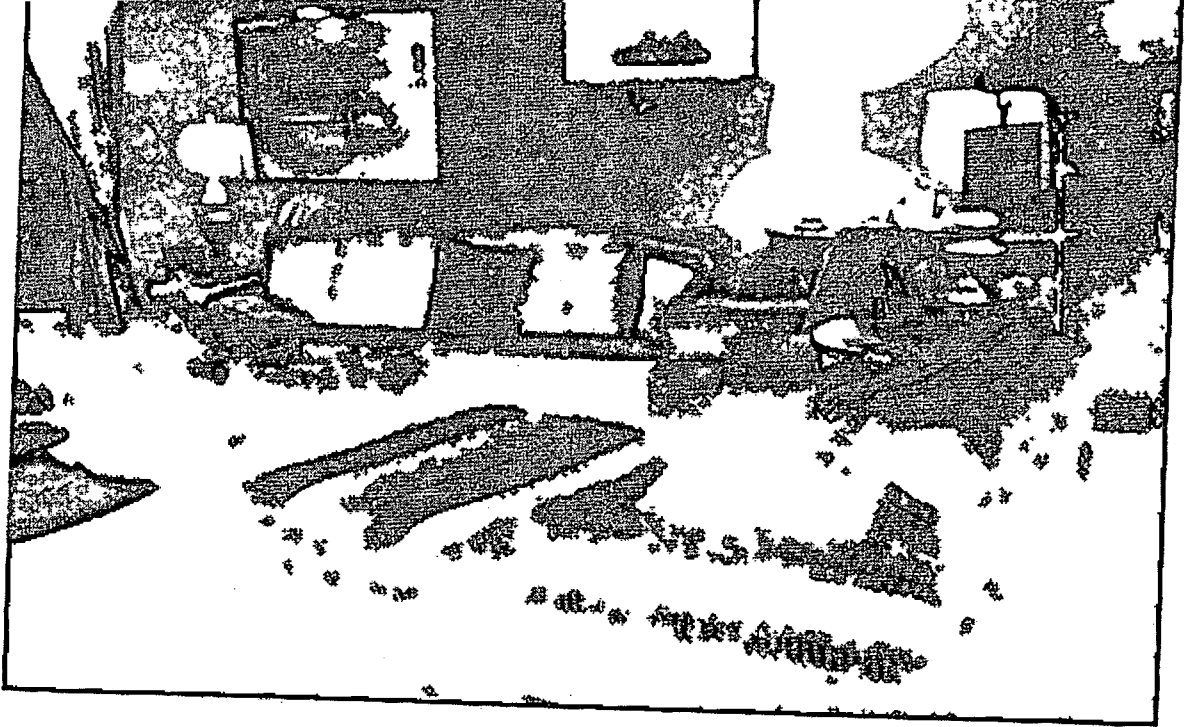
DESCRIPTION	PRICE	QTY	TOTAL
PICKED OUT & DECORATED CONDO - LAMPS (5)			
2x MIRRORS, SHOWER CURTAINS, T.V. CHEST.			
CADIANNS CHAIR COVERED, PRIFTWOOD FIGURES,			
BAR STOOLS, 3x RUGS, PICTURE FRAMES, CLOCKS,			
1x T.V, SHELL DECORATIVE PLATE, BOAT PADDLE,			
PRINTS 8, 1 SHELF DECORATIVE, FISH, IRON PIECE			
COASTERS, UP LIGHT, ...			\$6910.91
<i>Forward to page one Added</i>			
TIPPING is most graciously accepted & greatly appreciated - as extra efforts are made to keep the costs low for all customers.			
If Final Total is different than original Quoted Price - It is due to issues such as - Extra Coat(s) of paint/stain required, Additional Work Requested During Job, Unexpected issues - such as excessive difficulties found with existing structures			
Subtotal			
TOTAL amount Due upon completion - unless previously arranged/agreed.		SC Sales Tax @ 6%	\$
Labor = Shopping, Pick Up, Delivery, Set up, Decorating, Painting		Labor (Hrs) @ \$ 55 / Hour	hrs.
Mailing Address) 14 Woodhedge Court, Mauldin SC 29662		TOTAL	

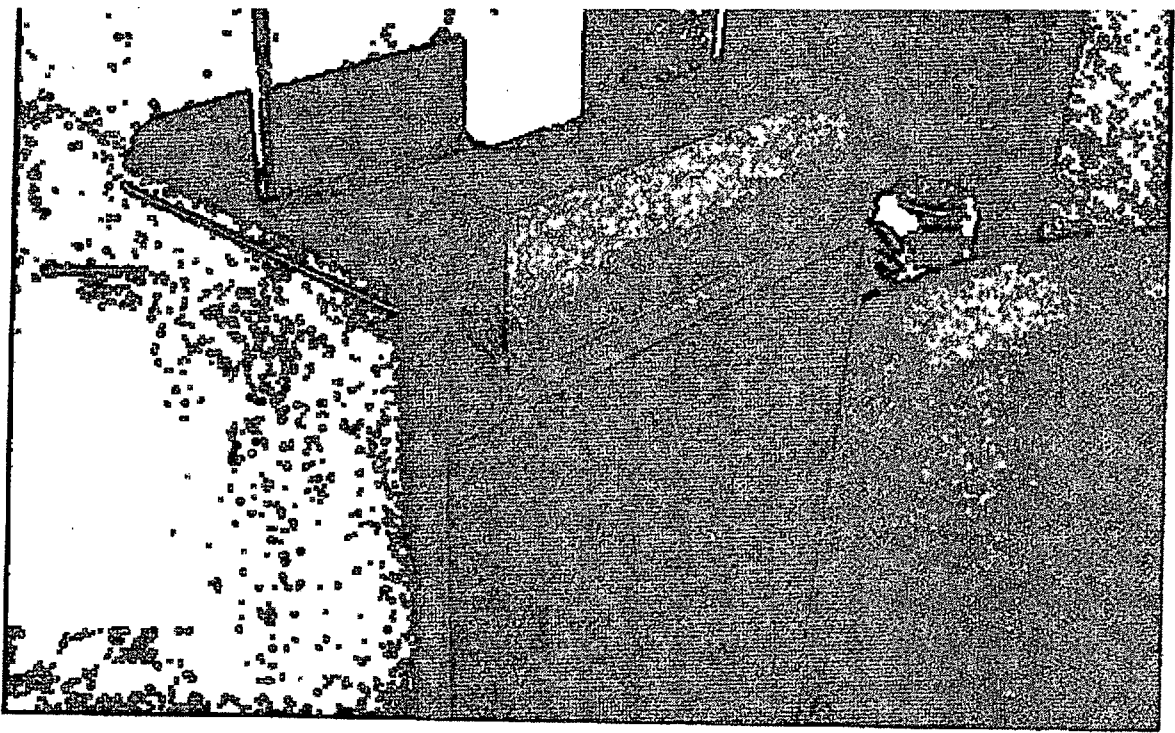
Bill Issued By: Date: Thank you !!

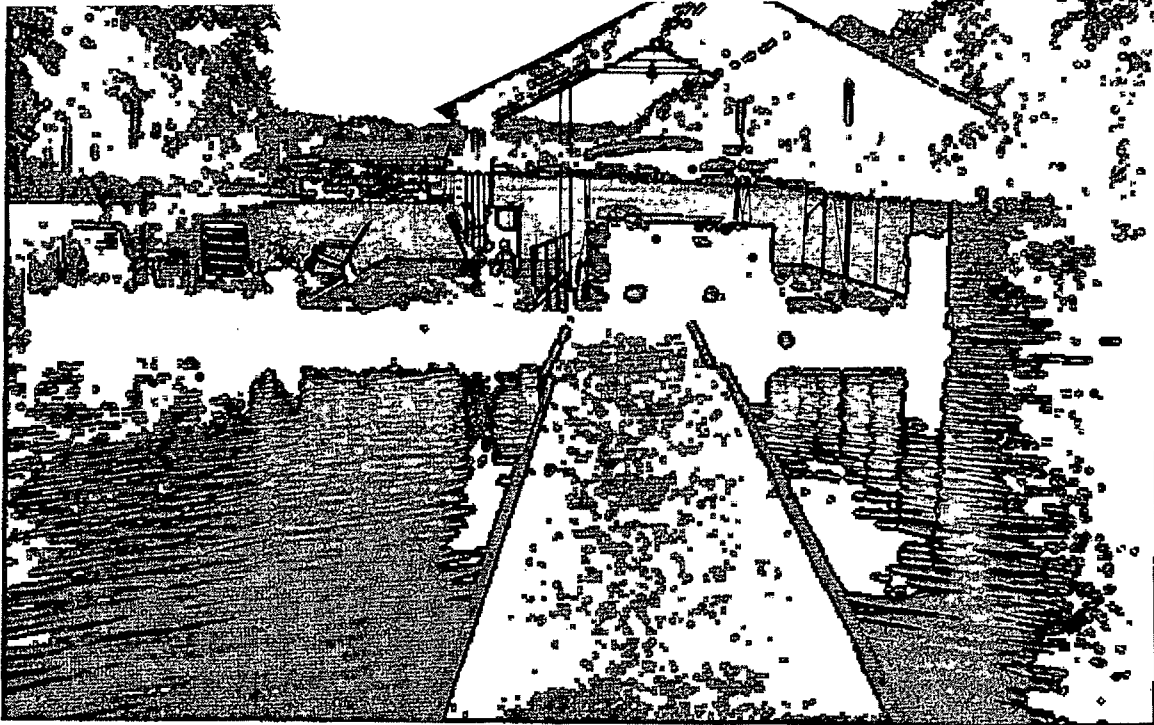
Def Ex 9

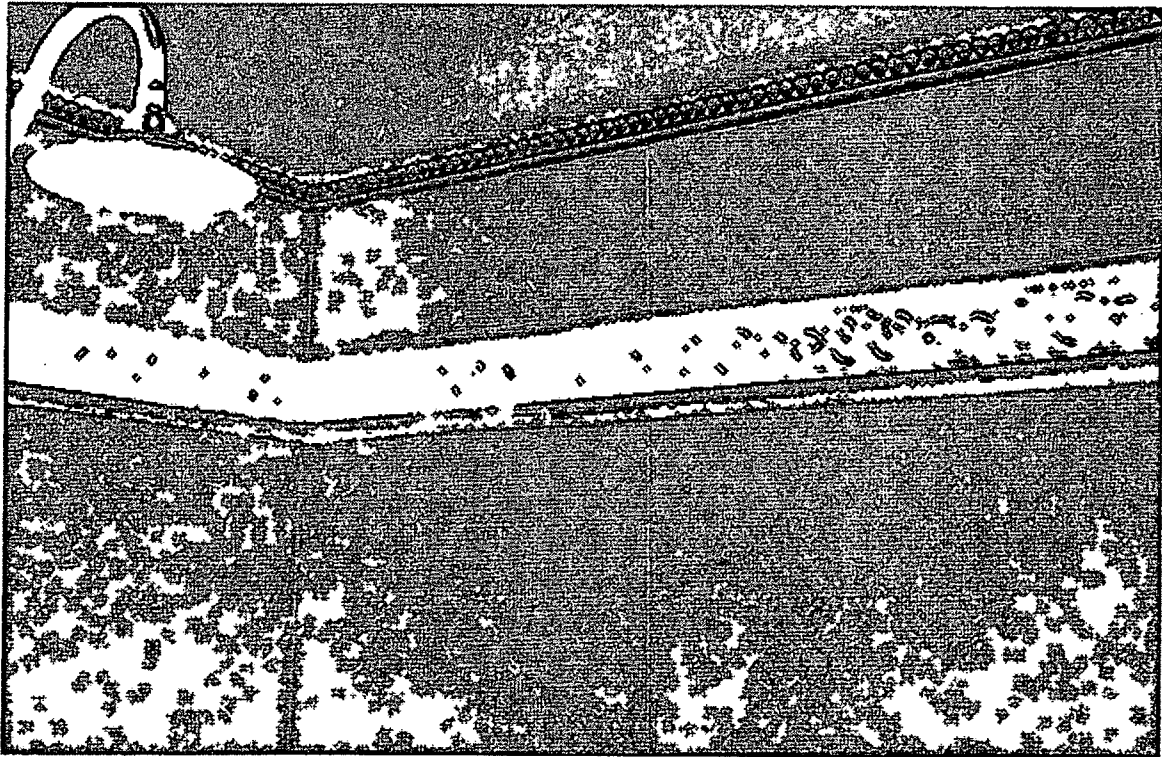
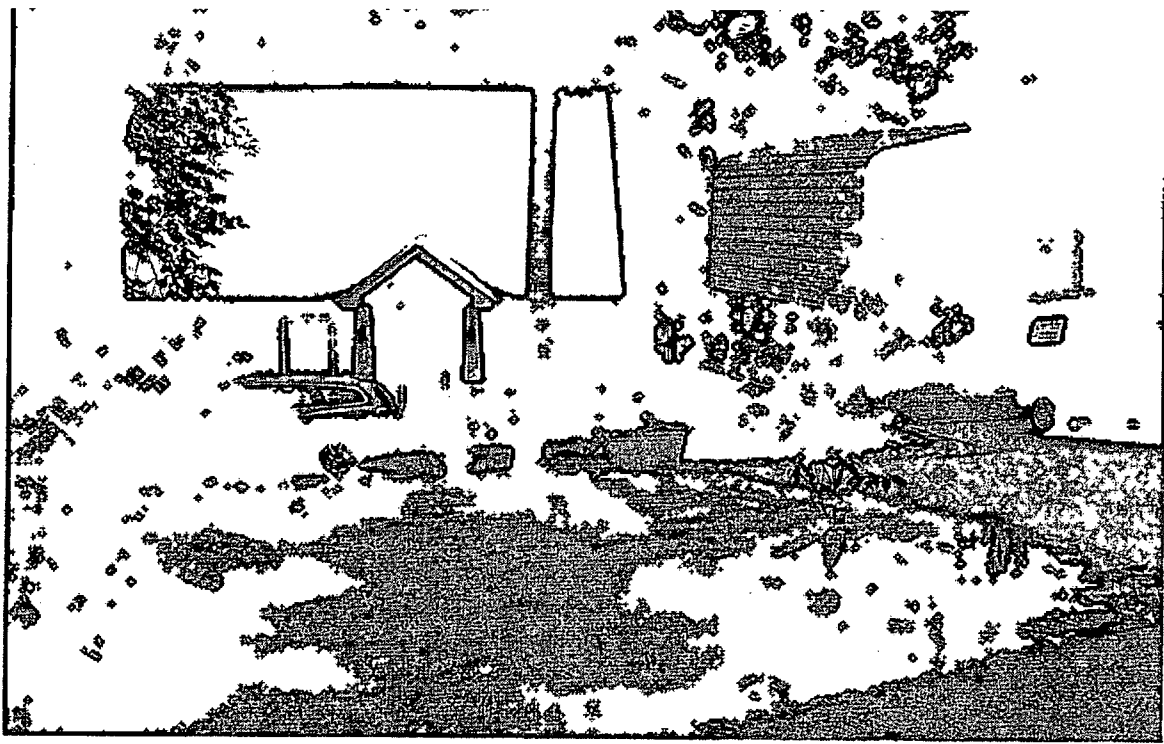














THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM OCONEE COUNTY
COURT OF COMMON PLEAS
Ellis B. Drew, Master in Equity

Case No. 2014-CP-37-00143
Appellate Case No.: 2015-001860

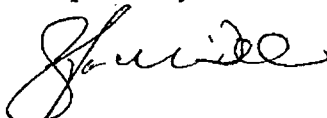
Polly Thompson, ... Respondent,
v.
Cathy Swicegood, ... Appellant.

CERTIFICATE

I certify that the Record on Appeal has been redacted in compliance with
Supreme Court Order 2014-04-15-02.

I further certify that the Record on Appeal contains all of the matter designated
by the parties and no irrelevant matter.

Respectfully submitted,



J. Falkner Wilkes (SC Bar #12893)
114 Whitsett Street
Greenville, SC 29601
(864) 282-1292
Counsel for Appellant

August 22, 2017.