

**RECEIVED**

JAN 23 2018

SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY  
Court of Common Pleas

The Honorable Gordon G. Cooper  
Master in Equity

Appellate Case No. 2016-002559  
Circuit Court Case No. 2016-CP-42-2422

Fifth Third Mortgage Company..... Respondent,

v.

Tracy L. Liggett and South Carolina Department of Motor  
Vehicles, ..... Defendants.

of whom

Tracy L. Liggett is the..... Appellant.

SUPPLEMENT TO RECORD ON APPEAL

Tracy L. Liggett, *Pro se*  
225 Perry Road  
Greer, SC 29651  
(864) 999-6044

*Appellant Pro Se*

Frank L. Valenta, Jr.  
South Carolina Department of  
Motor Vehicles  
P.O. Box 1498  
Blythewood, SC 29016

*Attorney for South Carolina  
Department of Motor Vehicles*

WOMBLE BOND DICKINSON  
(US) LLP

S. Sterling Laney, III  
Joshua L. Howard  
550 South Main Street, Suite 400  
Greenville, South Carolina 29601  
(864) 255-5400

M. Todd Carroll  
1221 Main Street, Suite 1600  
Columbia, South Carolina 29201  
(803) 454-6504

*Attorneys for Respondent*

January 23, 2018

**INDEX**

Exhibits to Foreclosure Hearing (all filed November 28, 2016):

- Note.....000061
- Mortgage.....000064
- Record of Hearing/Written Testimony .....000083
- Affidavit of Debt .....000088
- Affidavit of Attorney Fees.....000089

Note

October 06, 2015  
*[Date]*

Greer  
*[City]*

SOUTH CAROLINA  
*[State]*

225 PERRY RD  
Greer, SC 29651  
*[Property Address]*

1. Borrower's Promise to Pay

In return for a loan that I have received, I promise to pay U.S. \$ 77,169.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Fifth Third Mortgage Company

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 3.625%.

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 December 01, 2015. 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 November-01, 2030, 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 630170, Cincinnati, OH 45263

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. \$ 556.42

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** 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.

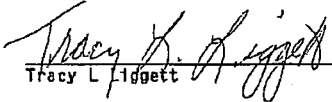
**10. Uniform Secured Note**

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 these 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.

  
Tracy L. Higgitt

(Seal)  
Borrower

(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

[Sign Original Only]

Refer to the attached *Signature Addendum* for additional parties and signatures.

Loan origination organization Fifth Third Mortgage Company  
NMLS ID 134100  
Loan originator William Wilson  
NMLS ID 228127

Return To:

Fifth Third Mortgage Company  
5001 Kingsley Drive, MD: 1MOCBQ  
Cincinnati, OH 45227

Prepared By:

Kara Jarrell  
5050 Kingsley Drive  
MD 1MOB a8  
Cincinnati, OH 45263

MTG-2016-282



MTG BK 5061 PG 610-627

Recorded 18 Pages on 01/06/2016 09:18:54 AM  
Recording Fee: \$24.00  
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.  
Dorothy Earle, Register Of Deeds

[Space Above This Line For Recording Data]

MORTGAGE

*Return to:*  
X TITLE FIRST NAT OPS  
2944 Fuller NE, Ste 200  
Grand Rapids, MI 49505

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated **October 06, 2015** together with all Riders to this document.
- (B) "Borrower" is **Tracy L. Liggett, an unmarried woman**

Borrower is the mortgagor under this Security Instrument.  
(C) "Lender" is **Fifth Third Mortgage Company**

Lender is a **corporation** organized and existing under the laws of **the state of Ohio**

XXXXX3854

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

VMP-6(SC) (1302)  
Page 1 of 15

Initials: TLL

VMP Mortgage Solutions, Inc.

XXXXX3854

Form 3041 1/01

Lender's address is 5001 Kingsley DR, MD: 1MOCBQ, Cincinnati, OH 45227

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated October 06, 2015. The Note states that Borrower owes Lender Seventy Seven Thousand One Hundred Sixty Nine And Zero/100 Dollars

(U.S. \$77,169.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 01, 2030

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

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

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

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

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

Manufactured home: Dynasty Homes, model H85, HUD certificatin label GEO 1231071-1231072, Manufacturer's serial number H851154GL&R

Parcel ID Number: 4-05-00-013.01

which currently has the address of

225 PERRY RD

[Street]

Greer

[City] , South Carolina 29651

[Zip Code]

("Property Address"):

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MTG BK 5061 PG 616

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MTG BK 5061 PG 620

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MTG BK 5061 PG 623

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

Signed, sealed and delivered in the presence of:

Colleen Sams  
Colleen Sams

Tracy L. Liggett (Seal)  
Tracy L. Liggett -Borrower

Mark M. Cord  
Mark M. Cord

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

MTG BK 5061 PG 624

STATE OF SOUTH CAROLINA, Spartanburg

County ss:

I, *Tracy L. Liggett*  
Tracy L. Liggett

do hereby certify that

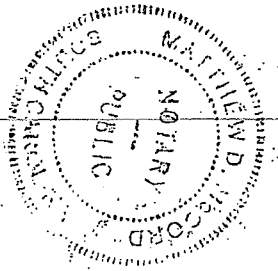
personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this **6th** day of **October**, 2015

*Matthew D. McCord*

Notary Public for South Carolina *Matthew D. McCord*

My Commission Expires: *11-19-2019*



Loan origination organization **Fifth Third Mortgage Company**  
NMLS ID **134100**  
Loan originator **William Wilson**  
NMLS ID **228127**

MTG BK 5061 PG 625

EXHIBIT A

The following described real estate located in Spartanburg County, South Carolina:

All that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as Lot 47, containing 0.60 acres, more or less, being shown and designated on a survey for Foxbriar, Phase II, prepared by Freeland and Associates, Professional Land Surveying, dated February 01, 1999 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 146 at Page 706. For a more complete and accurate description refer to the above referenced plat.

And being the same property conveyed to Tracy L. Liggett dated 1/18/2008 in Deed Book 90N, Page 244 in Spartanburg County Register of Deeds Office.

Parcel No: 4-05-00-013.01-0801034 4-05-00-013.01

*Return to:*  
x TITLE FIRST NAT OPS  
2944 Fuller NE, Ste 200  
Grand Rapids, MI 49505

16.

**MANUFACTURED HOME RIDER TO THE MORTGAGE/DEED OF TRUST INDENTURE**

This Rider is made this 6th day of October, 2015, and is incorporated into and shall be deemed to amend and supplement the Mortgage/Deed of Trust/Trust Indenture (the "Security Instrument") of the same date given by the undersigned ( the "Borrower") to secure Borrower's Note to Fifth Third Mortgage Company (the "Note Holder") of the same date (the "note") and covering the Property described in the Security Instrument and located at:

225 PERRY RD  
Greer, SC 29651

[Property Address]

LEGAL DESCRIPTION:

TOGETHER WITH:	
YEAR	<u>1999</u>
SIZE	<u>Multi Wide</u>
SERIAL#	<u>H851154GL&amp;R</u>
MAKE	<u>Dynasty Homes</u>
MODEL	<u>32X76 SMH14</u>

MODIFICATIONS: In addition to the covenants and agreements made in the Security Instrument, Borrowers and Note holder further covenant and agree as follows:

A. PROPERTY.

Property, as the term is defined herein, shall also encompass the Manufactured Home affixed to the real property legally described herein.

B. ADDITIONAL COVENANTS OF BORROWER.

(a) Borrower(s) covenant and agree that they will comply with all state and local laws and regulations regarding the affixation of the Manufactured Home to the real property described herein including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Home as real property under state and local law.

(b) That the Manufactured Home described above shall be, at all times, and for all purposes, permanently affixed to and part of the real property legally described herein.

(c) Borrower(s) covenant that affixing the Manufactured Home to the real property legally described herein does not violate any zoning laws or other local requirements applicable to manufactured homes and further covenant that the Manufactured Home has been delivered and installed to their satisfaction and is free from all defects.

By signing this, Borrower(s) agree to all of the above.

Tracy L. Leggett (Seal) \_\_\_\_\_ (Seal)  
Tracy L. Leggett -Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

**VISTA INSURED CLOSING INSTRUCTIONS**  
Vista Settlement Services, LLC, 20 NW Third Street, MD KT0101, Evansville, IN 47708  
Pre Closing Dept. Ph: 812-456-4326 Post Closing Dept. Ph: 812-456-4348 Fax: 513-534-3410

**READ AND FOLLOW PROCEDURES BELOW IN ADDITION TO THE LENDER'S CLOSING INSTRUCTIONS FOR THE INSURED CLOSING YOU CONDUCT**

**Applicant(s):** Tracy L Liggett  
**Property Address:** 225 PERRY RD, Greer, Spartanburg County, SC  
**Vista File Number:** 28-420603854  
**Settlement Agent/Attorney:** Title First National Operations  
**Settlement Agent /Attorney Ref. No.:** [REDACTED]

**RESPONSIBILITIES OF SETTLEMENT AGENT/ATTORNEY INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:**

- 1) Prior to closing the following tasks must be conducted by the settlement agent/attorney:
  - \* Names on document(s) are reviewed and verified to be consistent, correct, and also match how title is/will be held. Any name changes or variances must be addressed on security instrument(s).
  - \* Verify loan amount on security instrument(s) and title commitment match closing instructions from lender. If there is a variance, contact Fifth Third Mortgage and Vista Settlement Services, LLC immediately for updated document(s). REMINDER Title Premium may change if Loan Amount changes, discount requests are received or endorsements are added. Must contact Vista Settlement Services, LLC for a revised commitment and invoice.
  - \* Verify legal attached to document(s) is the property to be mortgaged and verify accuracy of description.
  - \* Verify all title related fees for the final loan amount are accurate and being properly collected and also that they are shown payable to the correct party on the HUD, including Title Premiums for Lender/Owner Policy, Endorsements, Premium Tax, and State Specific Fees, if applicable. Proof of any premium discounts must be obtained prior to closing.
  - \* Verify that an adequate Title Search was completed using approved State/Underwriter guidelines and title commitment effective date meets lender and underwriter requirements prior to closing.
  - \* Verify all title commitment requirements have been met and lender closing instructions have been carefully reviewed and followed PRIOR TO CLOSING

- 2) Notify Vista Settlement Services, LLC and Fifth Third Mortgage immediately and BEFORE closing if any of the responsibilities listed herein or on lender closing instructions cannot be completed OR if you have any information that would impact lender lien position OR require revision by Vista Settlement Services, LLC of the title commitment or invoice or that may impact securing the lien position required by lender.
- 3) Order update or date downs as applicable and as close as possible to the date of closing and according to title underwriter requirements.
- 4) Conduct an Insured closing after all responsibilities and requirements have been met.
- 5) After closing send closing package and all required documents to Fifth Third Mortgage.
- 6) Send all documents that require recording immediately after disbursement. Notify Fifth Third Mortgage and Vista Settlement Services, LLC of any delays in recording.

**7) Return the following information to Vista Settlement Services, LLC within 5 days following the closing:**

- Via Email: Completed and Signed Insured Closing Instructions (this form)  
HUD (signed)  
Copy of Closing Protection Letter to licensed attorney
- Via Delivery (Overnight, Interoffice through 5/3 or US Mail):  
Title Insurance Premium Check  
Completed Vista Owner/Seller Affidavit

- 8) Return the following documents to appropriate parties as soon as they are available:  
Recorded Original Mortgage(s) and Recorded Original Subordinations should be sent to lender with copies sent to Vista. Vista must receive copies of ANY deeds executed and recorded. If an Owner's Policy is sold, send Vista the Original Recorded Deed. The deed will be returned to the customer with the Owner's Policy.
- 9) Provide Vista with copies of requirements met/satisfied (including, but not limited to releases, subordinations, close out letters, affidavits, state specific forms and disclosures, etc.) which serves as proof of lender's required lien position being secured. A Final Title Opinion from a SC attorney is also required.

**SETTLEMENT OFFICE AGENT MUST COMPLETE THIS SECTION**

- 1) Do you have knowledge of second mortgage being executed with the first mortgage? YES \_\_\_\_\_ NO ✓
- 2) Provide the effective date of the final title update performed 9-17-15
- 3) Were any changes found through your title update? YES \_\_\_\_\_ NO ✓ Any changes found through title updates must be delivered to Vista along with this form.
- 4) Provide the date the security instrument was sent for recording: 10-13-15

I do hereby verify that all Requirements of the Title Insurance Commitment were met and the above instructions were followed.

Signed By: Michelle Cook TITLE FIRST NAT OPS  
Printed Name: Michelle Cook 2944 Fuller NE, Ste 200  
Closing Office Address: Grand Rapids, MI 49505

**SETTLEMENT ATTORNEY MUST COMPLETE THE SECTIONS BELOW THIS POINT**

I do hereby verify that as an attorney, in good standing in SC, I have conducted the loan closing and conducted or oversaw the disbursement for the loan referenced above.

Signed By: \_\_\_\_\_, Attorney  
Printed Name: \_\_\_\_\_

**COMPLETE AND RETURN THIS FORM TO VISTA VIA EMAIL AT VISTAPOSTCLOSING@53.COM** SC-revised 7-1-14

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS

<p>Fifth Third Mortgage Company , PLAINTIFF, vs. Tracy L. Liggett; South Carolina Department of Motor Vehicles DEFENDANT(S)</p>
---

RECORD OF HEARING  
(NON-JURY MORTGAGE  
FORECLOSURE)  
C/A NO: 2016-CP-42-02422  
DEFICIENCY WAIVED

Pursuant to the Order of Reference granted in the above cause of action, a hearing was held before Gordon G. Cooper as Master in Equity for Spartanburg County, attended by counsel as follows:

APPEARANCES:

John S. Kay S.C. Bar # 7914  
John B. Kelchner S.C. Bar #13589  
Sarah O. Leonard S.C. Bar # 80165  
Ashley Z. Stanley S.C. Bar #74854  
Alan M. Stewart S.C. Bar #15576  
Hutchens Law Firm  
P.O. Box 8237  
Columbia, SC 29202  
803-726-2700  
Attorneys for Plaintiff

BY THE MASTER: Attorney for the Plaintiff calls attention to the filing of the Lis Pendens in the Office of the Clerk of Court for Spartanburg County on June 30, 2016.

Attorney for the Plaintiff also calls attention to the filing of the Summons and Complaint in said Office of the Clerk of Court on June 30, 2016, and to the designation of same as Civil Action Number 2016-CP-42-02422 in the Court of Common Pleas.

Attorney for the Plaintiff also calls attention to the Proof(s) of Service as to the Defendant(s) Tracy L Liggett, South Carolina Department of Motor Vehicles, showing that service of the Summons and Complaint was effected upon said defendants. Attorney for the

Plaintiff also calls attention to the Affidavit of Non-Military status showing that the Defendant(s) Tracy L Liggett, is not in the Military Service of the United States of America.

Attorney for the Plaintiff also calls attention to the Order of Reference dated September 15, 2016, wherein the above matter was referred to before Gordon G. Cooper, as Master in Equity, with authority to enter final Judgment in the case.

WHEREUPON, ATTORNEY FOR THE PLAINTIFF STATED AS FOLLOWS:

BY ATTORNEY FOR THE PLAINTIFF: If it pleases the Court, I represent the Plaintiff in this action.

From the records in my possession, and from the Complaint herein, and from examination of the records of the Office of the Clerk of Court for Spartanburg County, I find that on October 6, 2015, Tracy L. Liggett gave a Mortgage Note payable to the order of Fifth Third Mortgage Company in the principal amount of Seventy-Seven Thousand One Hundred Sixty-Nine Dollars and No Cents (\$77,169.00). This Note calls for repayment of the principal together with accrued interest at the rate of 3.625% percent per annum, in monthly installments of Five Hundred Fifty-Six Dollars and Forty-Two Cents (\$556.42), commencing on December 1, 2015, until paid in full. The Note also contains provisions calling for the assessment of Attorney's Fees and Costs in the event of default and placement in the hands of an Attorney for collection.

The Note is made payable to the order of the Plaintiff or has been duly endorsed.

I would offer a copy of the Mortgage Note into evidence as Plaintiff's Exhibit One.

MORTGAGE NOTE identified, offered and  
received in evidence as Plaintiff's Exhibit One.

I have next in my possession, a copy of the recorded Mortgage given to secure that Mortgage Note just offered into evidence and containing terms identical thereto. This instrument was given by Tracy L. Liggett, unto Fifth Third Mortgage Company on October 6, 2015, and was recorded in the Office of the Register of Deeds for Spartanburg County in Mortgage Book 5061 at page 610, said mortgage was recorded on January 6, 2016. This instrument encumbers the property more fully described in the Complaint.

The above referenced instrument constitutes a first lien priority mortgage on the subject property. I would offer a copy of the recorded Mortgage into evidence as Plaintiff's Exhibit Two.

MORTGAGE identified, offered and  
received in evidence as Plaintiff's Exhibit Two.

Fifth Third Mortgage Company is the present lien holder and Plaintiff herein.

The loan is no longer subject to the Supreme Court of South Carolina's Administrative Order 2011-05-02-01 because the Mortgagor(s) have been served with the required notice of rights, and more than 30 days have elapsed since service upon the Mortgagor(s), and, the Mortgagor(s) have failed, refused, or voluntarily elected not to participate in any foreclosure intervention process.

That the servicer is participating in the Home Affordable Modification Program (HAMP). The loan is not subject to HAMP because the loan was originated after January 1, 2009.

The manufactured home described as a 2000 Dynasty Mobile Home, Serial # H851154GL&R has been affixed to the real property described herein and that certain Manufactured Home Affidavit For Retirement of Title Certificate dated October 6, 2015 was recorded May 5, 2016 in the Register of Deeds Office for Spartanburg County, South Carolina in Book 112-B at Page 277.

The records of the South Carolina Department of Motor Vehicles has been searched for 2000 Dynasty Mobile Home, Serial # H851154GL&R; however, the Certificate of Title for the mobile/manufactured home has not been detitled/retired with said agency.

The Defendant(s) Tracy L Liggett, who is the record titleholder(s) of the property sought to be foreclosed, failed and refused to make the monthly payments which became due on January 1, 2016. All subsequent payments are likewise in default. Demand has been made upon the Defendant(s) for payment of same and after demand, the payments remain in default. Upon default, the Plaintiff elected to exercise its option clearly contained in the Mortgage instruments to declare the entire remaining principal and interest due and payable. The principal balance due on the Note and Mortgage at the present time is \$76,205.87. The Plaintiff has computed interest at the Contract rate from, December 1, 2015 which was the date of the last paid installment through December 1, 2016, and has determined this amount to be \$2,532.31. In addition to principal and interest as aforementioned, the Defendant(s) were required to pay certain funds monthly into an escrow account to defray the costs of taxes and insurance. This amount is likewise in default. There exists a deficit in this account at the present time of \$175.26. The following is also due and owing on their account: \$120.00 for Property Inspection costs. The Plaintiff has computed the total late charges from the date of default through December 1, 2016, and has determined this amount to be \$139.10. At this time the Plaintiff would direct the Court's

Attention to the provisions of the Mortgage Note and Mortgage regarding the assessment of attorneys' fees and costs and would show that it has expended the sum of \$610.27 by way of filing fees and service costs prior to the hearing. In addition, in view of the size of the mortgage debt and the complexity of the foreclosure action, the Plaintiff would request the Court award the amount of \$2,275.00, as a reasonable attorneys' fee pending final accounting of this case.

The Plaintiff requests that the Court authorize the South Carolina Department of Motor Vehicles to register the mobile home if necessary and issue a Certificate of Title free of liens on the mobile home listed in the legal description to the successful bidder at the foreclosure sale.

That the Plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including costs and attorney fees.

Examination of the Public records of Spartanburg County, contained in the Office of the Register of Deeds forward from the date of recording of that Mortgage sought to be foreclosed, up to and including the date and time of the filing of the Lis Pendens in this action reveals that no persons, firms or municipalities other than the parties to this action have any interest in, lien on or claim to this subject property by way of mortgage, judgment, assessment or otherwise.

The Plaintiff moves for foreclosure of its mortgage with equity of redemption barred, requesting that the proceeds of any public sale be disbursed in accordance with the prayer of the Plaintiff's Complaint and further in accordance with the law and the custom of this Court applicable thereto.

All taxes have been paid through the year 2015.

I have nothing further at this time, Your Honor.

s/John S. Kay

John S. Kay S.C. Bar # 7914

John B. Kelchner S.C. Bar #13589

Ashley Z. Stanley S.C. Bar # 74854

Hutchens Law Firm

P.O. Box 8237

Columbia, SC 29202

803-726-2700

Attorneys for Plaintiff

[John.Kay@hutchenslawfirm.com](mailto:John.Kay@hutchenslawfirm.com)

November 28, 2016

STATE OF SOUTH CAROLINA  
 COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS

Fifth Third Mortgage Company ,  Tracy L Liggett; South Carolina Department of Motor Vehicles	PLAINTIFF,  vs.  DEFENDANT(S)
---	---

AFFIDAVIT OF DEBT  
 (NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2016-CP-42-02422

DEFICIENCY WAIVED

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says that she is an Officer and Affidavit Analyst of Fifth Third Bank, as servicing agent for Fifth Third Mortgage Company, the Plaintiff herein. The amount of the debt, exclusive of attorney's fees and costs, is as follows:

(a)	Principal Balance	\$	76,205.87
(b)	Interest Due from 1/1/16 to 11/26/16 at 3.6250%	\$	2,491.31
(c)	Pre-Acceleration Late Charges	\$	139.10
<hr/>			
(d)	Escrow adjustments (debits or credits)		
	Taxes	\$	0.00
	Insurance	\$	0.00
	Private Mortgage Insurance	\$	175.26
	Total Escrow	\$	175.26
(e)	Appraisals/BPO	\$	0.00
(f)	Property Preservation	\$	0.00
(g)	Property Inspections	\$	120.00
	<b>TOTAL DEBT</b>	<b>\$</b>	<b>79,131.54</b>

Kelly Drinan  
 Fifth Third Bank, as Servicer for  
 Fifth Third Mortgage Company  
 BY: Kelly Drinan  
 ITS: Officer and Affidavit Analyst

State of Ohio  
 County of Hamilton

Subscribed and sworn to (or affirmed) before me on October 26, 2016 by Kelly Drinan, personally known to me to be the person who appeared before me.



**KIMBERLY HOFF**  
 Notary Public, State of Ohio  
 My Commission Expires  
 August 4, 2019

Kimberly Hoff  
 Kimberly Hoff  
 NOTARY PUBLIC FOR OHIO  
 My commission expires: 8/4/19

Case File No: 1186155 (JFCS.CAE)

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS

<p>Fifth Third Mortgage Company ,  vs.  Tracy L. Liggett; South Carolina Department of Motor Vehicles</p>	<p>Plaintiff,          DEFENDANT(S)</p>
---	---

AFFIDAVIT OF ATTORNEY FEES

C/A NO: 2016-CP-42-02422

Deficiency WAIVED

PERSONALLY APPEARED BEFORE ME, John S. Kay, who, being first duly sworn, deposes and states that he/she is a member of the Hutchens Law Firm, and that he/she represents the plaintiff in the following foreclosure action:

~~Fifth Third Mortgage Company vs. Tracy L. Liggett; South Carolina Department of~~  
Motor Vehicles

Since the inception of this action, his/her office has assumed responsibility for the institution of this action and has searched and updated the title on the subject property from the date the current owner received the property or the date the mortgage was executed to the date of the filing of the Lis Pendens. He/she has been responsible for the preparation of the following pleadings:

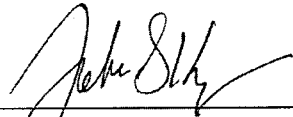
1. Lis Pendens
2. Summons and Complaint
3. Affidavit of Default
4. Order of Reference
5. Notice of Hearing
6. Proposed Final Decree
7. Notice of Sale
8. Record of Hearing
9. Other documents as applicable pertaining to service and finalization of the action

Additionally, he has arranged for service of process on the defendant(s) and has scheduled the hearing in this matter; has provided reinstatement figures to the primary defendant, if requested, and has had phone conversations with the defendant, if requested.

1186155 (JFCS.CAE)

Future duties include forwarding copies of the Decree to the defendant, advising the defendant of the date that the property will be sold; arranging the amount to be bid by plaintiff; representation of the plaintiff at the sale; and preparation of post sale documents that may be necessary following completion of the sale.

The total debt is \$79,782.81 which does not include attorney fees. In light of the potential liabilities inherent in a property matter, the attendant responsibilities, and the size of the mortgage debt, we believe a reasonable attorney's fee would be \$2,275.00

BY:   
November 28, 2016

John S. Kay S.C. Bar # 7914  
John B. Kelchner S.C. Bar #13589  
Sarah O. Leonard S.C. Bar #80165  
Ashley Z. Stanley S.C. Bar #74854  
Alan M. Stewart S.C. Bar #15576  
Hutchens Law Firm  
P.O. Box 8237  
Columbia, SC 29202  
803-726-2700  
Attorneys for Plaintiff

SWORN TO AND SUBSCRIBED before me  
this 28th day of November, 2016

Christine Cross  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My commission expires: 4-30-23

**RECEIVED**

JAN 23 2018

SC Court of Appeals

\_\_\_\_\_  
CERTIFICATE OF COUNSEL  
\_\_\_\_\_

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

WOMBLE BOND DICKINSON ~~(US)~~ LLP

By: \_\_\_\_\_  


S. Sterling Laney, III  
S.C. Bar No. 6933  
sterling.laney@wbd-us.com  
Joshua L. Howard  
S.C. Bar No. 70260  
josh.howard@wbd-us.com  
550 South Main Street, Suite 400  
Greenville, South Carolina 29601  
(864) 255-5400

M. Todd Carroll  
S.C. Bar No. 74000  
todd.carroll@wbd-us.com  
1221 Main Street, Suite 1600  
Columbia, South Carolina 29201  
(803) 454-6504

Attorneys for Respondent Fifth Third Mortgage Company

January 23, 2018