STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

James O. Spence, Master-In-Equity

Appellate Case No. 2017-000874

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SC Court of Appeals

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4, ... Respondent,

v.

Cathy C. Lanier; Branch Banking and Trust Company, Regions Bank, ... Defendants,

Of Whom Cathy C. Lanier is the ..... Appellant.

RECORD ON APPEAL VOLUME III

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INDEX

VOLUME I:

Consent Order to Substitute Counsel dated July 29, 2013 by Judge Russo 1

Order Denying Defendant Cathy G. Lanier's Motion to Dismiss and Granting Plaintiff's Motion to Strike and Motion for Order of Reference dated January 16, 2014 by Judge Russo 3

Order Granting, in Part, Motions to Compel and Denying Defendant's Motion to Amend dated October 1, 2014 by Judge Spence 6

Attachment: Email from Emily Farr to Judge Spence 10

Order on Defendant Cathy G. Lanier's Motion to Compel Plaintiff to Respond to Discovery Requests dated January 30, 2015 by Judge Spence.....11

Order on Cross Motions for Summary Judgment dated November 4, 2015 by Judge Spence.....14

Supplemental Order on Cross Motions for Summary Judgment dated December 8, 2017 by Judge Spence 16

Order Denying Motion for Reconsideration dated March 21, 2017 by Judge Spence.....22

Order Denying Motion to Dismiss dated August 4, 2017 24

Lis Pendens 26

Complaint with Notice and Notice of Foreclosure Intervention dated May 16, 2013.....28

Notice.....33
Notice of Foreclosure Intervention 34

Defendant's Answer to Complaint dated June 20, 2013.....35

Plaintiff's Reply to Answer and Counterclaim of Defendant Cathy G. Lanier dated July 22, 2013 43

Plaintiff's Motion to Strike and Motion for Order of Reference dated October 10, 2013 47

Defendant's Motion for Leave to File First Amended Answer dated April 16, 2014 50

Defendant's Amended Answer to Complaint dated April 16, 2014 59

Answer of Regions Bank dated June 27, 2014 102

Exhibit 1: Regions Promissory Note 107

Defendant Cathy Lanier's Response to Defendant Regions Bank's Crossclaim and Motion to Dismiss Defendant Regions Bank's Answer and Crossclaim Dated August 1, 2014 108

Defendant's Motion to Compel Plaintiff to Respond to Discovery Requests by Defendant Dated October 13, 2014 110

Exhibit A: BNY Mellon Corporate Trust Investor Reporting 115
Exhibit B: Duties of the Trustee 116

Motion to Issue Subpoena for the Deposition of Medina Dzaferovic or Alternate Witness from the Bank of New York Mellon dated February 20, 2015 117

Plaintiff's Memorandum in Opposition to Defendant Cathy G. Lanier's Motion to Issue Subpoena for the Deposition of Medina Dzaferovic or Alternate Witness from the Bank of New York Mellon dated March 16, 2015 119

Exhibit A: Email from Mary Caskey to Judge Spence dated November 20, 2014 123
Exhibit B: Email from Mary Caskey to Cathy Lanier Dated January 26, 2015 124

Defendant's Response to Plaintiff's Memorandum in Opposition to Motion to Depose Medina Dzaferovic dated April 9, 2015 127

Exhibit A: Duties of the Trustees 136
Exhibit B: Summary of Terms 137
Exhibit C: Letter from US Bank to Cathy Lanier dated November 14, 2012 139
Exhibit D: Federal Income Tax Considerations 140
Exhibit E: Federal Income Tax Consequences 144
Exhibit F: The Pooling and Servicing Agreement 172

Plaintiff's Motion for Protective Order Regarding Rule 30(b)(6) Depositions, Entry of Confidentiality Order, and Request for Trial Date dated June 3, 2015 179

Exhibit 1: Notice of Deposition of Plaintiff Under Rule 30(b)(6) FRCP 182
Exhibit 2: Consent Confidentiality Order 186
Exhibit 3: Letter to Cathy Lanier from Mary Caskey dated May 26, 2015 197
Exhibit 4: Letter to Mary Caskey from Cathy Lanier Dated May 29, 2015 199

Defendant's Motion to Compel Production of a Witness Suitable for Deposition Testimony Requested in Defendant's 30(b)(6) Notice dated June 5, 2015 200

Defendant's Motion for Summary Judgment dated August 20, 2015 205

Defendant's Memorandum in Support of Motion for Summary Judgment dated August 20, 2015 208

Plaintiff's Motion for Summary Judgment dated October 16, 2015 with Affidavit of Joseph G. Devine, Jr. 227

Exhibit A: Adjustable Rate Note 233
Exhibit B: Allonge to Note 237
Exhibit C: Allonge to Mortgage Note 238
Exhibit D: Mortgage 239
Exhibit E: Assignment of Mortgage 251
Exhibit F: Assignment of Mortgage 252
Exhibit G: Chase Detailed Transaction History 253
Exhibit H: Chase Payoff Quote 297

Defendant's Return to Plaintiff's Motion for Summary Judgment dated October 23, 2015 300

Exhibit 1: Affidavit of Cathy Lanier 310
Exhibit A: From Records in Evidence 315
Exhibit 2: Affidavit of Michael L. Williams, CPA 316
Exhibit 3: Affidavit of William McCaffrey 319
Exhibit 4: Payment Analysis for Belle Chase Mortgage 323

Plaintiff's Memorandum in Support of Plaintiff's Motion for Summary Judgment and in Opposition to Defendant's Motion for Summary Judgment dated October 28, 2015 327

Exhibit 1: Defendant's Amended Response to Interrogatories.....336
Exhibit 2: Voluntary Petition.....343
Exhibit 3: Notice of Foreclosure Intervention.....400

Defendant's Response to Plaintiff's Memorandum in Support of Their Motion for Summary Judgment and in Opposition to Defendant's Motion for Summary Judgment dated October 28, 2015.....417

Exhibit A: Email from Mary Caskey to Cathy Lanier dated August 15, 2015.....420

VOLUME II:

Defendant's Follow Up Memorandum to Hearing for Motions for Summary Judgment dated November 12, 2015.....421

Exhibit A: Affidavit of William McCaffrey.....458
Exhibit B: Assignment of Mortgage[i].....1133
Exhibit C: Prospectus Supplement.....463
Exhibit D: BNY Mellon Reports.....682
Exhibit E: Certificateholder Account Statement page 6.....683
Exhibit F: Foreclosure Detail[ii].....1086
Exhibit G Certificateholder Distribution Summary page 1.....685
Exhibit H: NYS Department of State dated November 12, 2015.....686
Exhibit I: Letter to C. Lanier from US Bank National Association dated November 14, 2012.....688
Exhibit J: US Bank Role of the Corporate Trustee.....689
Exhibit K: Allonge to Note.....693
Exhibit L: Adjustable Rate Note Loan #3610016002.....695
Exhibit M: Lanier Records.....699
Exhibit N: Payment Analysis for Belle Chase Mortgage.....711
Exhibit O: Everhome Mortgage Co. Master Record Status Report.....715
Exhibit P: Construction Account.....716
Exhibit Q: Defendant's Follow Up Memorandum to Hearing for Motions for Summary Judgment.....718

Supplemental Memorandum in Support of Plaintiff's Motion for Summary Judgment and in Opposition to Defendant's Motion for Summary Judgment dated November 13, 2015.....749

Defendant's Response to Plaintiff's Supplemental Memorandum in Support of Plaintiff's Motion for Summary Judgment dated November 24, 2015.....760

Exhibit A; Defendant's Amended Response to Interrogatories.....766
Exhibit B: Defendant's Response to Requests for Production.....773

Defendant's Motion to Reconsider Order dated January 12, 2016.....779

Transcript of Testimony, Hearing Date October 29, 2015 786

Notice of Appearance S. Jahue Moore dated September 20, 2016.....903

Notice of Transfer Within Firm dated March 6, 2017 904

Notice of Appeal dated April 11, 2017 905

VOLUME III:

Exhibits Package for the Following Filings of Defendant Cathy G. Lanier, Dated April 16, 2014: Defendant's Response to Requests for Production; Defendant's Amended Response to Interrogatories; Defendant's Motion for Leave to File First Amended Answer/Demand for Jury Trial; Defendant's First Amended Answer/Affirmative Defenses/Counterclaims 906

Exhibit A: Affidavit of Joseph Esquivel and his Exhibits A through G.....908
Exhibit B: Educational package produced by Mr. Esquivel 949
Exhibit C: Expert Declaration (affidavit) of William McCaffrey.....985
Securitization Flow Chart 989
Structured Asset Mortgage Investments, Inc. Mortgage Pass-Through Certificates Series 2002-AR4 Trust Prospectus Supplement 1028
Loan Documents.....1040
Exhibit D: Bank of New York Mellon Notification in Re: Mortgage Pass-through Certificates, Series 2002-AR4 Trust and screen shots 1068
Exhibit E: Structured Asset Mortgage Investments, Inc. Mortgage Pass-Through Certificates Series 2002 – AR4 Trust Foreclosure Detail Loan Level Detail of Trust 1086
Exhibit F: Structured Asset Mortgage Investments, Inc. Mortgage Pass Through Certificates Series 2002-AR4 Trust Pooling and Servicing Agreement[iii].....463
Exhibit G: Plaintiff's Lis Pendens, Civil Action Coversheet, Certificate of Exemption, Summons and Complaint, Notice and Notice of Foreclosure Intervention 1115
Exhibit H: Plaintiff's copies of mortgage, note and Allonge 1116
Exhibit I: Plaintiff's assignments of mortgage.....1133
Exhibit J: US Bank response to Qualified Written Report.....1141
Exhibit K: Documentation of monthly payments to

"EMC Corporation" 1142
Exhibit L: Genealogy of Bank of New York Mellon 1143
Exhibit M: Emails and other correspondence between Defendant and Plaintiff/Plaintiff's representative 1144
Exhibit N: Documents and other correspondence between Defendant and JPMorgan Chase Bank 1303
Exhibit O: Sampling of inconsistencies in JPMorgan Documents 1366
Exhibit P: Payment incongruities illustration 1373

[i] Exhibit B is the same as Exhibit I to Exhibits Package
[ii] Exhibit F is the same as Exhibit B to Exhibits Package
[iii] Exhibit F is the same as Exhibit C to Defendant's Follow Up Memo

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	11TH JUDICIAL CIRCUIT
COUNTY OF LEXINGTON)	
)	CASE NO.: 2013-CP-32-01709
)	
The Bank of New York Mellon, f/k/a)	
The Bank of New York as successor-in-)	
Interest to JPMorgan Chase Bank, N.A.)	
As successor-in-interest by merger to)	
Bank One, N.A. as Trustee for Structured)	
Asset Mortgage Investments Inc.,)	
Mortgage Pass-Through Certificates,)	
Series 2002-AR4,)	
)	
Plaintiff,)	
)	
Vs.)	
)	
Cathy G. Lanier; Branch Banking and)	
Trust Company; Regions Bank,)	
)	
Defendant.)	

EXHIBITS PACKAGE FOR THE FOLLOWING FILINGS OF DEFENDANT CATHY G. LANIER, DATED APRIL 16, 2014:

DEFENDANT'S RESPONSE TO REQUESTS FOR PRODUCTION

DEFENDANT'S AMENDED RESPONSE TO INTERROGATORIES

DEFENDANT'S MOTION FOR LEAVE TO FILE FIRST AMENDED ANSWER / DEMAND FOR JURY TRIAL

DEFENDANT'S FIRST AMENDED ANSWER / AFFIRMATIVE DEFENSES / COUNTERCLAIMS

TABLE OF CONTENTS
DEFENDANT'S EXHIBITS

DOCUMENT **EXHIBIT**

Affidavit of Joseph Esquivel and his Exhibits A through G.....A

Educational package produced by Mr. Esquivel .....B

Expert Declaration (affidavit) of William McCaffrey.....C
Securitization Flow Chart
Structured Asset Mortgage Investments, Inc. Mortgage Pass-Through Certificates Series 2002-AR4 Trust Prospectus Supplement
Loan Documents

Bank of New York Mellon Notification in re: Mortgage Pass-through Certificates, Series 2002-AR4 Trust and screen shots .....D

Structured Asset Mortgage Investments, Inc. Mortgage Pass-Through Certificates Series 2002-AR4 Trust Foreclosure Detail Loan Level Detail of Trust.....E

Structured Asset Mortgage Investments, Inc. Mortgage Pass-Through Certificates Series 2002-AR4 Trust Pooling and Servicing Agreement .....F

Plaintiff's Complaint.....G

Plaintiff's copies of mortgage, note and allonge .....H

Plaintiff's assignments of mortgage I

US Bank response to Qualified Written Request.....J

Documentation of monthly payments to "EMC Corporation" .....K

Genealogy of Bank of New York Mellon.....L

Emails and other correspondence between Defendant and Plaintiff/Plaintiff's representative.....M

Documents and other correspondence between Defendant and JPMorgan Chase Bank.....N

Sampling of inconsistencies in JPMorgan Chase documents.....O

Payment incongruities illustration .....P

Exhibit A

AFFIDAVIT OF JOSEPH R. ESQUIVEL JR.

I, Joseph R. Esquivel Jr, declare as follows:

1. I am over the age of 18 years and qualified to make this affidavit.

2. I am a licensed private investigator in the State of Texas, License # A18306.

3. I make this affidavit based on my own personal knowledge.

4. I make this affidavit in support of *Mortgage Compliance Investigators'* Chain Of Title Analysis & Mortgage Fraud Investigation prepared for Cathy G. Lanier regarding the Security Instrument and the real property located at 172 Belle Chase Dr., Lexington SC 29072, as referenced in the Lexington County Record.

5. I have no direct or indirect interest in the outcome of the case at bar for which I am offering my observations.

6. I am available for court appearances, in person or via telephone, for further clarification or explanation of the information provided herein, if necessary.

7. I have personal knowledge and experience in the topic areas related to the securitization of mortgage loans, derivative securities, the securities industry, real property law, Uniform Commercial Code practices, predatory lending practices, Truth in Lending Act requirements, loan origination and underwriting, accounting in the context of securitization and pooling and servicing of securitized loans, assignment and assumption of securitized loans, creation of trusts under deeds of trust, pooling and servicing agreements, issuance of asset-backed securities and specifically mortgage-backed securities by special purpose vehicles in which an entity is named as trustee for holders of certificates of mortgage backed securities, the economics of securitized residential mortgages, appraisal fraud and its effect on APR disclosure, the foreclosure process of securitized and non-securitized residential mortgages in both judicial and non-judicial states, and the various forms of foreclosure-related fraud.

8. I perform my research through the viewing of actual business records and Corporate/Trust Documents.

9. I use specialty licensed software ABS Net and other professional resources to view these records and documents.

10. I have the training, knowledge and experience to perform these searches and understand the meaning of these records and documents with very reliable accuracy.

11. My research through professional services and the viewing of actual business records and Corporate/Trust Documents, determined that an interest in the Cathy G. Lanier Mortgage Loan Instrument was sold sometime shortly after August 2, 2002 to multiple classes of the Structured Asset Mortgage Investments Inc. Mortgage Pass-Through Certificates Series 2002-AR4.

12. I have looked at a purported to be true and correct copy of a Note dated August 2, 2002, relating to that Security Instrument dated August 2, 2002. (see Exhibit "A" attached within)

    a. This copy of the Cathy G. Lanier Note shows an indorsement, in the form of an allonge to the Note, from Southstar Funding LLC DBA Capital Home Mortgage to Bank One National Association as Trustee. No principal is named

    b. This copy of the Cathy G. Lanier Note shows no other allonge or indorsement to any named payee.

13. The multiple classes of the Structured Asset Mortgage Investments Inc. Mortgage Pass-Through Certificates Series 2002-AR4 are not named in any way on the Cathy G. Lanier Note.

14. Chase Mortgage is not named or referenced in any way on the Cathy G. Lanier Note.

15. I have looked at a Mortgage dated August 2, 2002 pertaining to Cathy G. Lanier Note made to Southstar Funding LLC DBA Capital Home Mortgage in the amount of $582,250.00. (see Exhibit "B" attached within)

a. The multiple classes of the Structured Asset Mortgage Investments Inc. Mortgage Pass-Through Certificates Series 2002-AR4 are not named in any way to the Cathy G. Lanier Mortgage.

b. Structured Asset Mortgage Investments Inc. is not named in any way to the Cathy G. Lanier Mortgage.

16. I have looked at the Lexington County Record relating to the Cathy G. Lanier Mortgage dated August 2, 2002. The Lexington County Record shows an Assignment of Mortgage to JPMorgan Chase Bank, N.A.. (see Exhibit "C" attached within)

17. I have looked at the Lexington County Record relating to the Cathy G. Lanier Mortgage dated August 2, 2002. The Lexington County Record shows an South Carolina Assignment of Mortgage to The Bank of New York Mellon FKA The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for SAMI-2002-AR4. (see Exhibit "D" attached within)

18. I have looked at the Lexington County Record relating to the Cathy G. Lanier Mortgage dated August 2, 2002. The Lexington County Record shows an South Carolina Assignment of Mortgage to The Bank of New York Mellon FKA The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for SAMI-2002-AR4. (see Exhibit "E" attached within)

19. I have looked at the Lexington County Record relating to the Cathy G. Lanier Mortgage dated August 2, 2002. The Lexington County Record shows an Assignment of Mortgage to The Bank of New York Mellon FKA The Bank of New York as successor-in-interest to

JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for SAMI-2002-AR4 c/o EMC Mortgage LLC, its Successors and Assigns. (see Exhibit "F" attached within)

20. I have looked at the Lexington County Record relating to the Cathy G. Lanier Mortgage dated August 2, 2002. The Lexington County Record shows an Assignment of Mortgage to The Bank of New York Mellon FKA The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for SAMI-2002-AR4 c/o EMC Mortgage LLC, its Successors and Assigns. (see Exhibit "G" attached within)

The above statements are affirmed by me under penalty of perjury under the laws of the State of Texas to be true and correct to the best of my knowledge and belief, are based on my own personal knowledge, and I am competent to make these statements.

FURTHER THE AFFIANT SAYETH NAUGHT

By Joseph R Esquivel Jr. Executed on 3/12/2014

Joseph R Esquivel, Jr.
Private Investigator License # A18306
Mortgage Compliance Investigators

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

Subscribed and sworn before me, Jessica Rangel,
Notary Public, on this 12 day of March, 2014 by
Joseph Esquivel, Proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me. WITNESS my hand and official seal.

Jessica Rangel
Notary Public

JESSICA RANGEL
Notary Public, State of Texas
My Commission Expires
February 06, 2016

EXHIBIT "A"

LOAN NO. 3610016002

ADJUSTABLE RATE NOTE
(LIBOR Index - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

AUGUST 2, 2002 WEST COLUMBIA, SOUTH CAROLINA
[City] [State]

172 BELLE CHASE DRIVE, LEXINGTON, SOUTH CAROLINA 29072
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 582,250.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE

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 4.000 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

Beginning on the 1st day of SEPTEMBER 1, 2002 and on the first day of every month thereafter until the 1st day of AUGUST, 2012 , I will pay only the interest on the unpaid principal balance of the Note. Thereafter, I will pay principal and interest by making payments every month as provided below.

I will make my monthly payments of principal and interest on the 1st day of each month beginning SEPTEMBER, 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.

My monthly payments will be applied to interest before principal. If, on AUGUST 1, 2027 , 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 400 NORTHRIDGE ROAD, SUITE 1120, ATLANTA, GEORGIA 30350 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. $ 1,940.83 . This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

(D) Withholding

If I am a nonresident client, I understand that all payments due hereunder shall be paid without reduction for any taxes, deductions or withholding of any nature. If such tax, deduction or withholding is required by any law to be made from any payment to the Note Holder, I shall continue to pay this Note in accordance with the terms hereof, such that the Note Holder will receive such amount as it would have received had no such tax, deduction or withholding been required.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of FEBRUARY, 2003, and on that day every sixth (6th) month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE/EIGHTH----- percentage point(s) (2.125 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

(i) Interest-Only Period. The "interest-only period" is the period from the date of this Note through JULY 31, 2012. For the interest-only period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

(ii) Amortization Period. The "amortization period" is the period after the interest-only period. For the amortization period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

My interest will never be greater than 12.000 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

5. 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 "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 any 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 dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. 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 that 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.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges 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 5.00 % of my overdue payment. 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 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.

8. 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.

Unless the Note Holder requires a dierent method, any notice that must be given to the Note Holder under this Note will be given 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.

9. 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 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.

10. 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.

Initials: CDL

11. 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, and a Mortgage 100 Pledge Agreement for Securities Account, if applicable, protects the Note Holder from possible losses which might result if I do not keep the promises that 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:

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

12. OUR COPY We/I acknowledge receipt of a signed copy of this Note.

CAUTION-IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS NOTE BEFORE SIGNING.

WITNESS the hand(s) and seal(s) of the undersigned.

_____ (Seal) CATHY G. LANIER Borrower	_____ (Seal) Borrower
_____ (Seal) Borrower	_____ (Seal) Borrower
_____ (Seal) Borrower	_____ (Seal) Borrower

ALLONGE TO NOTE

Note Date: 8/2/2002 Loan #: 3610016002

Borrower Name(s): CATHY G. LANIER

Borrower Address: 172 BELLE CHASE DRIVE
LEXINGTON, SC 29072

Loan Amount: $582,250.00

Lender Name: SouthStar Funding, LLC dba Capital Home Mortgage

Pay to the Order of Without Recourse:

BANK ONE NATIONAL ASSOCIATION, AS TRUSTEE

By: _____
Carol Poupart, Senior Vice President
SouthStar Funding, L.L.C.

SOUTHSTAR FUNDING, LLC CORPORATE SEAL 1998 GEORGIA

BCALNGE.OVL(09/2000)

EXHIBIT "B"

Book/Page: R 7406/97 (This is not an Offical Copy)

2002043088 FILED, RECORDED, INDEXED
08/12/2002 14:06:21:217
Rec Fee:$22.00 St Fee:$0.00
Co Fee:$0.00 Pages:16
Lexington County ROD Debra H. Gunter
MORTGAGE Bk:Pg 7406:97

After Recording Return To:
SOUTHSTAR FUNDING, LLC DBA CAPITAL
HOME MORTGAGE
400 NORTHRIDGE ROAD, SUITE 1120

ATLANTA, GEORGIA 30350

[Space Above This Line For Recording Data]

LOAN NO. 3610016002
MIN: 1001908-3610016002-2

MORTGAGE

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 AUGUST 2, 2002, together with all Riders to this document.
(B) "Borrower" is CATHY G. LANIER, A MARRIED WOMAN

Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE

Lender is organized and existing under the laws of DELAWARE. Lender's address is 400 NORTHRIDGE ROAD, SUITE 1120, ATLANTA, GEORGIA 30350
(E) "Note" means the promissory note signed by Borrower and dated AUGUST 2, 2002. The Note states that Borrower owes Lender FIVE HUNDRED EIGHTY-TWO THOUSAND TWO HUNDRED FIFTY AND NO/100
Dollars (U.S. $ 582,250.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2027.
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☒ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☒ Planned Unit Development Rider	☒ Other(s) [specify]
☐ 1-4 Family Rider	☐ Biweekly Payment Rider	LEGAL ATTACHED

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

Book/Page: R 7406/98 (This is not an Offical Copy)

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the COUNTY of LEXINGTON :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of 172 BELLE CHASE DRIVE
[Street]
LEXINGTON , South Carolina 29072 ("Property Address"):
[City] [Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully seised 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.

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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 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.

Book/Page: R 7406/104 (This is not an Offical Copy)

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.

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.

Book/Page: R 7406/105 (This is not an Offical Copy)

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 Insrtrument; (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; (3) "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.

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:

CATHY G. LANIER _____(Seal) Borrower

_____(Seal) Borrower

_____(Seal) Borrower

_____(Seal) Borrower

_____(Seal) Borrower

_____(Seal) Borrower

WITNESS: _____

WITNESS: _____

_____[Space Below This Line For Acknowledgment]_____

STATE OF SOUTH CAROLINA, LEXINGTON County ss:

Before me personally appeared Julie D. Tallent

and made oath that he/she/they saw the within named Borrower(s) sign, seal and as his/her/their act and deed, deliver the within written Mortgage; and that s/he with Margaret A. Collins witnessed the execution thereof.

Sworn before me this 2nd day of August, 2002

_____ _____(Seal)

Notary Public for South Carolina

MY COMMISSION EXPIRES: 10/23/2005

Book/Page: R 7406/108 (This is not an Offical Copy)

(EXHIBIT "A", LEGAL DESCRIPTION)

All that certain piece, parcel or lot of land, together with improvements thereon, if any situate, lying and being in the County of Lexington, State of South Carolina, the same being shown and designated as Lot 19 containing 1.01 Acre in Belle Chase Subdivision, on a plat prepared for Donald P. Jacobsen and Linda T. Jacobsen by Arthur J. Weed, RLS, dated September 2, 1999 and recorded in the Lexington County ROD Office in Book 0288 at Page 0342. Reference to said plat being made for a more complete and accurate description.

This being the identical property conveyed to Cathy G. Lanier by Deed of Donald P. Jacobsen and Linda Jacobsen, recorded 8-12-, 2002, in the Lexington County ROD Office in Book 7406 at page 94.

TAX MAP NO.: 3428-01-019

MORTGAGEE'S ADDRESS:

Book/Page: R 7406/109 (This is not an Offical Copy)

ADJUSTABLE RATE RIDER LOAN NO. 3610016002
(LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 2nd day of AUGUST, 2002 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE
("Lender") of the same date and covering the property described in the Security Instrument and located at:

172 BELLE CHASE DRIVE, LEXINGTON, SOUTH CAROLINA 29072

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 4.000 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of FEBRUARY, 2003 and on that day every sixth (6th) month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE/EIGHTH----- percentage point(s) (2.125) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

(i) Interest-Only Period. The "interest-only period" is the period from the date of this Note through JULY 31, 2012 . For the interest-only period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

(ii) Amortization Period. The "amortization period" is the period after the interest-only period. For the amortization period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

My interest rate will never be greater than 12.000 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

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

CATHY G. LANIER _____(Seal) Borrower

_____(Seal) Borrower

_____(Seal) Borrower

_____(Seal) Borrower

_____(Seal) Borrower

_____(Seal) Borrower

Book/Page: R 7406/111 (This is not an Offical Copy)

LOAN NO. 3610016002

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 2nd day of AUGUST, 2002 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
172 BELLE CHASE DRIVE, LEXINGTON, SOUTH CAROLINA 29072

[Property Address]

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

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

[Name of Planned Unit Development]

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

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

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

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

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

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

Book/Page: R 7406/112 (This is not an Offical Copy)

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

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

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

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

CATHY G. LANIER (Seal) Borrower

_____ (Seal) Borrower

_____ (Seal) Borrower

_____ (Seal) Borrower

_____ (Seal) Borrower

_____ (Seal) Borrower

EXHIBIT "C"

2012015233 FILED, RECORDED, INDEXED
2012-03-29 15:05:19:143
REC FEE: 16.00 ST FEE: 10.00
CO FEE: 10.00 Pages: 1
Lexington County R.O.D. Debra H. Gunter
MORTGAGEE ASST Bk:Pg 15422:73

When Recorded Return To:
JPMorgan Chase Bank, NA
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

Loan #: 1024305050

ASSIGNMENT OF MORTGAGE

-- -- Contact JPMORGAN CHASE BANK, N.A. for this instrument 780 Kansas Lane, Suite A, Monroe, LA 71203, telephone # (866) 756-8747, which is responsible for receiving payments.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE, ITS SUCCESSORS AND ASSIGNS, (ASSIGNOR), (MERS Address: P.O. Box 2026, Flint, Michigan 48501-2026) by these presents does convey, grant, sell, assign, transfer and set over the described MORTGAGE with all interest secured thereby, all liens, and any rights due or to become due thereon to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 Kansas Lane, MC 8000, MONROE, LA 71203 (866)756-8747, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE)

Said MORTGAGE is made by CATHY G. LANIER to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC and recorded 08/12/2002 in the Recorder or Registrar of Deeds of LEXINGTON County, South Carolina in Book 7406, Page 97, and/or as Document # 2002043080

Dated on 03/04/2012 (MM/DD/YYYY)
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE, ITS SUCCESSORS AND ASSIGNS

By: _____
VICE-PRESIDENT

_____
Witness 1

_____
Witness 2

STATE OF LOUISIANA PARISH OF OUACHITA
The foregoing instrument was acknowledged before me on 03/04/2012 (MM/DD/YYYY) by _____ as VICE PRESIDENT of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE, ITS SUCCESSORS AND ASSIGNS, who, being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

_____
Notary Public - State of LOUISIANA
Commission expires: Upon My Death

Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

Reviewed and Approved as meeting the South Carolina Code of Laws and Recording Statutes by Biddle Law Firm, P.A., Myrtle Beach, South Carolina.

JPCAS 15890782 -- EMC PPL3599502 MIN 100190836100160022 MERS PHONE 1-888-679-MERS FRMSC1

15890782

EXHIBIT "D"

006443-01216

After recording please return to:
CHASE RECORDS CENTER
ATTN: RECORDING DEPT.
PO BOX 8000
MONROE, LA 71203

Prepared by:
PEIRSONPATTERSON, L.L.P.
4400 ALPHA ROAD
DALLAS, TX 75244
972-392-7000

[Space Above This Line For Recording Data]

Loan No.: 1024305050

SOUTH CAROLINA ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") does hereby grant, sell, assign, transfer and convey, unto The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates (herein "Assignee"), whose address is 700 KANSAS LANE, MC 8000, MONROE, LA 71203, a certain Mortgage dated August 2, 2002 and recorded on August 12, 2002, made and executed by CATHY G. LANIER, to and in favor of SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE, upon the following described property situated in LEXINGTON County, State of South Carolina: AC Series 2002-AR4
Property Address:172 BELLE CHASE DRIVE, LEXINGTON, SC 29072

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, TOGETHER WITH IMPROVEMENTS THEREON, IF ANY SITUATE, LYING AND BEING IN THE COUNTY OF LEXINGTON, STATE OF SOUTH CAROLINA, THE SAME BEING SHOWN AND DESIGNATED AS LOT 19 CONTAINING 1.01 ACRE IN BELLE CHASE SUBDIVISION, ON A PLAT PREPARED FOR DONALD P. JACOBSEN AND LINDA T. JACOBSEN BY ARTHUR J. WEED, RLS, DATED SEPTEMBER 2, 1999 AND RECORDED IN THE LEXINGTON COUNTY ROD OFFICE IN BOOK 0288 AT PAGE 0342. REFERENCE TO SAID PLAT BEING MADE FOR A MORE COMPLETE AND ACCURATE DESCRIPTION.

THIS BEING THE IDENTICAL PROPERTY CONVEYED TO CATHY G. LANIER BY DEED OF DONALD P. JACOBSEN AND LINDA JACOBSEN, RECORDED 8-12-2002, IN THE LEXINGTON COUNTY ROD OFFICE IN BOOK 7406 AT PAGE 94.

Tax Map Sequence Number: 3428-01-019

such Mortgage having been given to secure payment of Five Hundred Eighty Two Thousand Two Hundred Fifty and 00/100ths ($582,250.00), which Mortgage is of record in Book, Volume, or Liber No. R 7406, at Page 97 (or as No. 2002043080), in the Office of the County Clerk of LEXINGTON County, State of South Carolina.

TO HAVE AND TO HOLD, the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on 9-20-12.

Witnesses:

Assignor:
JPMorgan Chase Bank, National Association

Charles S. Teye

Name Charles S Teye

Sarita Avery

Name Sarita Avery

By: Antonio Croom

Its: Vice President

ACKNOWLEDGMENT

State of Ohio §
§
County of Franklin §

The foregoing instrument was acknowledged before me this 20th day of September, 2012 by Antonio Croom, as Vice President (Title) for JPMorgan Chase Bank, National Association, on behalf of the National Association.

NOTARIAL SEAL STATE OF OHIO

Cheryl A. Arnold
Notary Public, State of Ohio
My Commission Expires 05/23/16

(Seal)

Cheryl A. Arnold
Signature of Person Taking Acknowledgment

Cheryl A. Arnold
Printed Name

Notary Public
Title or Rank

Serial Number, if any: NA

My Commission Expires: 5/23/2016

EXHIBIT "E"

Return To:
CT LIEN SOLUTIONS
PO BOX 29071
GLENDALE, CA 91209-9071
Phone #: 800-331-3282

Certified True Copy of the Original

Prepared By:
JPMC Mortgage
TALISSHA MANNING
780 KANSAS LANE 2ND FLOOR
Monroe, LA71203

SOUTH CAROLINA ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage, JPMorgan Chase Bank, National Association, (herein "Assignor") with an address at 700 Kansas Lane, MC 8000, Monroe, LA, 71203 does hereby grant, sell, assign, transfer and convey, unto The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4, (herein "Assignee"), whose address is 700 KANSAS LANE, MC8000, MONROE, LA, 71203, a certain Mortgage dated 08/02/2002 and recorded on 08/12/2002, made and executed by CATHY G. LANIER, A MARRIED WOMAN, to and in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR SOUTHSTAR FUNDING, upon the following described property situated in Lexington County, State of South Carolina:
Property Address: 172 BELLE CHASE DRIVE, LEXINGTON, SC, 29072
Legal Description: See attached.

such Mortgage having been given to secure payment of Five Hundred Eighty Two Thousand Two Hundred Fifty dollars and Zero cents ($582,250.00), which Mortgage is of record in Book, Volume, or Liber No. 7406 at Page 97 , in the Office of the County Clerk of Lexington County, State of South Carolina, and all rights accrued or to accrue under such Mortgage.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on 03/13/2013.

Assignor:
JPMorgan Chase Bank, National Association

By: Talissha Manning
Its: Vice President

Witnesses:
Witness: Zatara Pridgett

Witness: Kitrisha R. Gilbert

STATE OF LOUISIANA

PARISH OF OUACHITA

On this day, 03/13/2013, before me, Y.K. Wilson a Notary Public, appeared Talissha Manning to me personally known, who, being by me duly sworn did say that he/she is the Vice President of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION and that the seal affixed to said instrument is the seal of said national association and that the instrument was signed on behalf of the national association by authority of its Board of Directors or Trustees and that Talissha Manning acknowledged the instrument to be the free act and deed of the national association.

Notary Public: Y.K. Wilson

Y. K. WILSON
OUACHITA PARISH, LOUISIANA
LIFETIME COMMISSION
NOTARY ID# 061399

(EXHIBIT "A", LEGAL DESCRIPTION)

All that certain piece, parcel or lot of land, together with improvements thereon, if any situate, lying and being in the County of Lexington, State of South Carolina, the same being shown and designated as Lot 19 containing 1.01 Acre in Belle Chase Subdivision, on a plat prepared for Donald P. Jacobsen and Linda T. Jacobsen by Arthur J. Weed, RLS, dated September 2, 1999 and recorded in the Lexington County ROD Office in Book 0288 at Page 0342. Reference to said plat being made for a more complete and accurate description.

This being the identical property conveyed to Cathy G. Lanier by Deed of Donald P. Jacobsen and Linda Jacobsen, recorded 8-12-, 2002, in the Lexington County ROD Office in Book 7406 at page 94.

TAX MAP NO.: 3428-01-019

MORTGAGEE'S ADDRESS:

SOUTH CAROLINA ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage, JPMorgan Chase Bank, National Association, (herein "Assignor") with an address at 700 Kansas Lane, MC 8000, Monroe, LA, 71203 does hereby grant, sell, assign, transfer and convey, unto The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4, (herein "Assignee"), whose address is 700 KANSAS LANE, MC8000,

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on 03/13/2013.

Assignor:
JPMorgan Chase Bank, National Association

By: Tawsha Manning
Its Vice President

Witnesses:

Witness: Zafara Prigett

Witness: Katasha R. Gilbert

NOTARIZED WITHOUT EVEN BEING SIGNED???

STATE OF LOUISIANA

PARISH OF OUACHITA

On this day, 03/13/2013, before me, Y.K. Wilson a Notary Public, appeared Tawsha Manning, to me personally known, who, being by me duly sworn did say that he/she is the Vice President of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION and that the seal affixed to said instrument is the seal of said national association and that the instrument was signed on behalf of the national association by authority of its Board of Directors or Trustees and that Tawsha Manning acknowledged the instrument to be the free act and deed of the national association.

Notary Public: Y.K. Wilson

Y. K. WILSON
OUACHITA PARISH, LOUISIANA
LIFETIME COMMISSION
NOTARY ID # 4399

EXHIBIT "F"

DX1024305050

2013015647 FILED, RECORDED, INDEXED
04/01/2013 13:38:06:220
REC FEE: $6.00 ST FEE: $0.00
CO FEE: $0.00 Pages: 1
Lexington County R.O.D. Debra H. Gunter
MORTGAGE ASST Bk:Pg 16180:202

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

ASSIGNMENT OF MORTGAGE
Mortgage Book 7406 at Page 97

FOR VALUE RECEIVED, Mortgage Electronic Registration Systems, Inc., as nominee for Southstar Funding, LLC d/b/a Capital Home Mortgage, its successors and assigns (MIN# 100190836100160022) hereby set over, transfer and assign unto The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4, c/o EMC Mortgage, LLC, 2780 Lake Vista Drive, Floor 02, Lewisville, TX 75067-3884, its successors and assigns, all its rights, title and interest in and to a certain Mortgage, executed by Cathy G. Lanier to Mortgage Electronic Registration Systems, Inc., as nominee for Southstar Funding, LLC d/b/a Capital Home Mortgage, its successors and assigns (MIN# 100190836100160022) dated August 2, 2002, and duly recorded in the public records of Lexington County, State of South Carolina, on August 12, 2002, in Mortgage Book 7406 at Page 97.

IN WITNESS WHEREOF, Mortgage Electronic Registration Systems, Inc., as nominee for Southstar Funding, LLC d/b/a Capital Home Mortgage, its successors and assigns (MIN# 100190836100160022) has caused this instrument to be executed in its corporate name and behalf by Maria L. Decker, as its Assistant Secretary, duly authorized, on this 19 day of MARCH, 2013.

Mortgage Electronic Registration Systems, Inc., as nominee for Southstar Funding, LLC d/b/a Capital Home Mortgage, its successors and assigns (MIN# 100190836100160022)

By: _____
Maria L. Decker
its: Assistant Secretary
MARCH 19, 2013
DATE

Charles S. Teye
Witness No. 1 Charles S Teye

Ivo Trajcevski
Witness No. 2 Ivo Trajcevski

STATE OF Ohio

COUNTY OF Franklin

ACKNOWLEDGMENT
S.C. Code § 30-5-30

I, the undersigned, Notary Public for the State of Ohio, do hereby certify that Mortgage Electronic Registration Systems, Inc., as nominee for Southstar Funding, LLC d/b/a Capital Home Mortgage, its successors and assigns (MIN# 100190836100160022) by Maria L. Decker, its Assistant Secretary personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand this 19th day of March, 2013.

Cheryl A. Arnold
NOTARY PUBLIC FOR Ohio
My Commission Expires: 5/23/2016

RETURN TO:
Rogers, Townsend & Thomas, P.C.
Post Office Box 100200
Columbia, South Carolina 29202
(006443-01216)

MERS Phone: 1-888-679-6377

Lanier
172 Belle Chase Drive
Lexington, SC 29072

NOTARIAL SEAL
STATE OF OHIO

Cheryl A. Arnold
Notary Public, State of Ohio
My Commission Expires 05/23/16

EXHIBIT "G"

2013023693 FILED, RECORDED, INDEXED
05/15/2013 14:12:12:190
REC FEE: $6.00 ST FEE: $0.00
CO FEE: $0.00 Pages: 1
Lexington County R.O.D. Debra H. Gunter
MORTGAGE ASST Bk:Pg 16279:241

X 1084 30150 FILE

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

ASSIGNMENT OF MORTGAGE
Mortgage Book R7406 at Page 97

FOR VALUE RECEIVED, JPMorgan Chase Bank, National Association hereby set over, transfer and assign unto The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4, c/o EMC Mortgage, LLC, 2780 Lake Vista Drive, Floor 02, Lewisville, TX 75067-3884, its successors and assigns, all its rights, title and interest in and to a certain Mortgage, executed by Cathy G. Lanier to Mortgage Electronic Registration Systems, Inc., as nominee for Southstar Funding, LLC d/b/a Capital Home Mortgage, its successors and assigns (MIN 100190836100160022) dated August 2, 2002, and duly recorded in the public records of Lexington County, State of South Carolina, on August 12, 2002, in Mortgage Book R7406 at Page 97.

IN WITNESS WHEREOF, JPMorgan Chase Bank, National Association has caused this instrument to be executed in its corporate name and behalf by Antonio Croom, as its Vice President, duly authorized, on this 24 day of April, 2013.

JPMorgan Chase Bank, National Association
By: _____
Antonio Croom
its: Vice President
4-24-2013
DATE

Charles S. Teye
Witness No. 1 Charles S Teye

Witness No. 2 Misti Schuttera

STATE OF Ohio

COUNTY OF Franklin

ACKNOWLEDGMENT
S.C. Code § 30-5-30

I, the undersigned, Notary Public for the State of Ohio, do hereby certify that JPMorgan Chase Bank, National Association by Antonio Croom, its Vice President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand this 24th day of April, 2013.

Cheryl A. Arnold
NOTARY PUBLIC FOR Ohio
My Commission Expires: 5/23/2016

RETURN TO:
Rogers, Townsend & Thomas, P.C.
Post Office Box 100200
Columbia, South Carolina 29202
(006443-01216)

NOTARIAL SEAL
STATE OF OHIO

Cheryl A. Arnold
Notary Public, State of Ohio
My Commission Expires 05/23/16

Lanier
172 Belle Chase Drive
Lexington, SC 29072

Exhibit B

MORTGAGE COMPLIANCE INVESTIGATORS

CHAIN OF TITLE ANALYSIS & MORTGAGE FRAUD INVESTIGATION

Prepared For:
Cathy G. Lanier

Real Property Located at:
172 Belle Chase Drive
Lexington, SC 29072

Prepared By:
Mortgage Compliance Investigators
7901 Cameron Rd #317
Austin, TX 78759
Private Investigation License # A18306

DISCLAIMER: NOTHING IN THIS DOCUMENT SHALL BE CONSTRUED AS LEGAL ADVICE. THIS MATERIAL IS FOR EDUCATIONAL PURPOSES ONLY, AND IS TO BE USED FOR SELF-HELP AND AT READERS' INDIVIDUAL DISCRETION.

TABLE OF CONTENTS

SECTION 1: INTRO TO CONVEYANCE OF A SECURITIZED MORTGAGE LOAN

- Elements of a Mortgage Loan Instrument and How They Are Governed
- What Got Securitized? Personal Real Property Rights as a (Transferable Record)
- What should have happened
- What did happen
- Conveyance of an "eNote"
- Non Holder in Due Course alleges default (Trustee/Mortgage Servicer)

SECTION 2: MORTGAGE LOAN TRANSACTION HISTORY

- Unique Mortgage Loan Details
- Unique Securitization Details

SECTION 3: MCI INFOGRAPHICS & MORTGAGE FRAUD INVESTIGATION

- Introduction to Securitization Infographic Flowchart
- Chain of Title Analysis

SECTION 4: APPLICABLE EDUCATIONAL MATERIAL

- New York Trust Law (example)
- Information on Indorsement
- Types of Indorsement

SECTION 5: SUPPORTING DOCUMENTS (ADDITIONAL ATTACHMENTS)

- Trust Agreements
- Voluntary Liens Report
- Affidavit Of Fact

SECTION 1: CONVEYANCE OF A SECURITIZED MORTGAGE LOAN

Elements of a Mortgage Loan Instrument and how they are governed:

A. **Promissory Note (Tangible)** = A "writing" in tangible form, signed, unconditional, and identifying an indebtedness or unsecured promise by one party (the Maker or Promisor) to another *drawer* (the Payee or Promisee or Tangible Obligee) that commits the maker (Debtor or Tangible Obligor) to pay a specified sum on demand, or on a fixed or a determinable date. If the Paper Promissory Note is to be a "Secured" indebtedness, the Security Instrument is also identified within the Paper Promissory Note. The Paper Promissory Note is governed by Uniform Commercial Code Article 3 or the State equivalent. *A signature on The Paper Promissory Note is NOT governed by the ESIGN Act – 15 USC §7003 – which clearly excludes items governed by Uniform Commercial Code (UCC) Article 3 or the State equivalent, and as such the indebtedness can be only in paper tangible form.*

B. **Promissory Note (Intangible "eNote" / Intangible Payment Obligation)** = An electronic transferrable record (created during securitization) and signed in accordance with ESIGN Act that commits the maker (Account Debtor or Intangible Obligor) to pay a specified sum on demand in accordance with a contract NOT governed by UCC Article 3 to an Intangible Obligee. Transferrable records are governed by UCC Article 8 and the Security Interests securing transferrable records are governed by UCC Article 9.

C. **Security Interest (Pledging of tangible alternate Real Property Rights for Payment)** = An Interest constituting a lien or claim created by a security agreement (Mortgage or Deed of Trust), or by the operation of law, that if valid and enforceable provides the alternate means to fulfill value of an intangible financial obligation between the Tangible Obligee and Tangible Obligor. Thus, if such Security Interest (Mortgage or Deed of Trust) is no longer valid or enforceable in accordance to local laws of jurisdiction then the Tangible UCC 3 Note is no longer secured by such Security Interest.

D. **Security Interest (Intangible to UCC Article 8 "eNote")** = Intangible Obligations (created during securitization by an Account Debtor) are routinely swapped for another Intangible Obligation (Certificates), and as being a Transferable Record such transaction would fall under governance of UCC 8. For this Certificate Intangible to be secured by an Intangible Account Debtor's Personal Property, the negotiation of the Intangible Obligation must be in compliance with UCC 8 as it applies to Transferable Records. As to the Personal Property securing the Transferable Record, UCC 9 would provide governing law.

E. **Security Instrument (Tangible)** = A "writing" in tangible form to memorialize Obligor's or Debtor's Pledging of an asset or property as an alternate method to secure payment to a Tangible Obligation if in accordance with all applicable laws of local jurisdiction.

SECTION 1: CONVEYANCE OF A SECURITIZED MORTGAGE LOAN (cont'd)

Mortgage Loan Instrument or Personal Property – What really got securitized?

We begin with the mortgage loan originator. Immediately after closing, the mortgage loan originator has taken possession of many documents of which only two (2) are required to be followed through to the securitization process. These two (2) documents are the *Paper Tangible Promissory Note* and the *Paper Tangible Security Instrument* (Mortgage, Deed of Trust, or Security Deed). The Promissory Note and the Mortgage (or Deed of Trust or Security Deed) together can be considered one tangible instrument. With a perfected Tangible lien of record securing a Tangible Promissory Note, this would then be in compliance to all applicable laws. As such, intangible and tangible laws apply granting the mortgage loan originator legal and equitable rights to the Note (tangible and intangible) as Holder in Due Course that would have legal and equitable rights to the security securing if the Note and security (tangible and intangible) are in compliance to all applicable law.

Assuming originating lender has complied with all applicable laws in origination of the mortgage loan; the originating lender could and routinely does offer up the mortgage loan to securitization by selling the payment stream interest to an Account Debtor (Sponsor/Seller) who then in accordance to an intangible contract swaps the intangible payment stream for certificates which are sold to investors. Such swap in legal parlance is considered to be a "True Sale".

The "unknown fact" is that the monetary value contained within the Tangible Obligation, and the Security Instrument securing it, were offered for sale in the secondary market as an UCC Article 8 note (eNote/Transferable Record usually tracked on a national database [book entry system]), the book entry system tracks who is the UCC8 Intangible Obligee with rights to the UCC 9 security interest. Although, the electronic book entry system does not track who has a vested legal interest in the tangible security instrument that is reserved by statutory law governed by local laws of jurisdiction.

The instrument is an Intangible Obligation. Thus, a second (non- UCC Article 3) instrument was created. The existence of the (non- UCC Article 3) Intangible instrument is dependent upon the existence of the UCC Article 3 Tangible instrument. To provide a security interest to allow for an alternate method to collect value for the (UCC Article 8) Intangible instrument, the maker of the (UCC Article 8) Intangible instrument pledged as collateral the *"Electronic Mortgage Loan Package", evidenced by the* UCC Article 3 Tangible instrument and its underlying security interest (instrument).

What should have happened:

For the UCC Article 8 Intangible Obligee (Trust) to have a perfected and continuous alternate method to collect via alternate tangible such as a true sale of real property (Alternate method of value for the Tangible Payment Stream); the UCC Article 8 transferable record Intangible Obligee (Trust) would need to have been assigned rights to the Tangible Security Instrument in accordance to laws of local jurisdiction securing the UCC Article 3 obligation in order to be in compliance with state and federal law.

A Tangible Paper Promissory note denotes two distinguishing values, one of legal rights contained within which is routinely stripped out as an intangible obligation thus leaving the second value to be only the value of paper and ink being that of tangible property without legal rights but limited to that of being of personal property of the party that stripped the rights value (legal and monetary).

Thus, a Tangible Obligee may or may not be a holder in due course of a secured UCC 3 Instrument, whereas when distinct and separate laws applying to the tangible security instrument have not been followed, even if Tangible Obligee was entitled to enforce the UCC 3 Instrument does not mean that the Tangible Obligee is a party entitled to enforce security instrument [party to enforce the tangible note and the tangible security instrument].

When an Intangible claim (Payment Stream) or lien created by an Intangible security agreement extends to the Tangible Note and the Tangible Security Instrument, such actions must be in compliance with all applicable law. Signatures on Intangible Security Interest, Tangible Note and the Tangible Security Interest (Security Instrument) are not governed by Uniform Commercial Code Article 9 or State equivalent. The collection rights are governed under UCC 9 but the transfer of an intangible is governed under UCC 8; therefore negotiation of the Article 8 Instrument cannot be negotiated with an electronic signature attempting to effect transfer and thus the Security Interest falling under UCC 9 is also not transferred.

Legal guidance for signatures under ESIGN Act – 15 USC §7003 – clearly excludes instruments governed by the Uniform Commercial Code Article 3, 8, & 9 or the State equivalent so the Intangible Claim cannot be negotiated electronically. The Tangible Personal Property Security Interest (Tangible Note and continuously assigned perfection of the Tangible Security securing the Tangible Note) can only be pledged as an intangible interest in the payment stream as a UCC8 instrument. As such the Intangible Payment Obligation can only be negotiated in paper form. The Intangible Security Interest cannot be sold as an electronic transferable record.

What Did Happen: Outside Applicable Law

To provide a security interest to allow for an alternate method to collect value (Payment Stream) for the (UCC Article 8) Intangible instrument, the maker of the (UCC Article 8) Intangible instrument pledged as collateral the "Electronic Mortgage Loan Package", evidenced by the UCC Article 3 Tangible instrument and its underlying security interest (instrument). This "Electronic Mortgage Loan Package" is simply an intangible interest in personal property (Intangible Payment Obligation). As future legal actions were unanticipated, the paper documents were either placed in storage (Custodial and Non-Custodial Custody) or deliberately destroyed.

It's important to understand Standard Operating Procedure in regards to the conveyance of a securitized mortgage loan; specifically the conversion of a Tangible Mortgage Loan Instrument into an Intangible, electronic "eNote" Form, which is typical in this new world of Electronic Securitization. Illusion of legality is the key to this scheme.

Upon the loan closing, the paper Promissory Note and the Security Instrument are scanned into an electronic digitized graphics package. The data from both sets of documents is converted to an electronic data file and paired with the electronic version of the Promissory Note and Security Instrument, along with all other closing documents which is called a "Mortgage Loan Package". Where this "Electronic Mortgage Loan Package" is routinely addressed as the "Mortgage Loan Package", it is nothing more than an interest in the [monetary] Intangible Payment Obligation, whose source of funding is captured

by the payments made regarding the Tangible Promissory Note Obligation. The "Electronic Digitized Mortgage Loan Package" is now falsely represented as the legal "Mortgage Loan Package".

The electronic version of the Warranty Deed may have been electronically submitted to be filed in Public Records by a third-party submitter as approved by the state; as the Warranty Deed contains the information that transfers the title (legal and equitable) of the property from the Seller to the Buyer (Homeowner). Title to the property is required to offer the property as security in the Security Instrument as collateral for the paper Promissory Note. The Warranty Deed is required to be filed in Public Records. The Warranty Deed is not governed under the Uniform Commercial Code or State equivalent and would be allowable under ESIGN Act to be filed in electronic form.

The electronic version of the Security Instrument is then electronically filed in Public Records. If the Obligee attempts to apply UCC Article 9 laws of perfection to support legal claims within the Security Instrument, then this filing would be unlawful. If the Obligee uses the laws of local jurisdiction to support perfection, then the filing would be lawful.

Conveyance of an "eNote":

If Mortgage Electronic Registration Systems (hereinafter "MERS") is involved, registration on the MERS system is required, and when this registration occurs, an 18-digit Mortgage Identification Number "MIN" is created. The first seven (7) digits identify the registering lender and the last digit is a checksum number. If the "Electronic Mortgage Loan Package" is registered in the MERS Registry, there is no physical transfer of the "Electronic Mortgage Loan Package". The MERS Registry is updated as to who has control and ownership rights of the electronic digitized file identified as a non-lawful and intangible form of the electronic Promissory Note "eNote".

The First Electronic Sale / Assignment (Investment Vehicle as Example, Fannie/Freddie Similar) occurs when The "Loan Originator" (Assignor, Tangible Obligee) offers the "Electronic Mortgage Loan Package" to a perspective buyer (Intangible Obligor) to offset a prearranged line-of-credit by intangible obligee (Lender). In this scenario, Recipient (Assignee, Seller/Securitizer) of the Investment Vehicle, Intangible Obligee) of the "Electronic Mortgage Loan Package" has already conditionally agreed to accept the (conveyance) as a tender of funds has already occurred leaving only taking control of the "Electronic Mortgage Loan Package" as a transferable record, unbeknownst that it is a transaction not supported by law.

There are counties that identify on the face of the instrument that the instrument was submitted for recording in electronic form from the submitter, where the submitter has received from an intangible obligee an instrument that is to be recorded. If a "Notice of Assignment" reflecting this "electronic negotiation" is NOT filed in Public Records, as such a filing would be unlawful. There is no law that requires notice to be filed of Public Records upon the selling or purchasing of an electronic Promissory Note "eNote". As such, an "eNote" would only apply to personal property (Article 8 Intangible payment obligation) and not real property (Article 3 negotiable instruments), in order to be in compliance with UCC Article 9, ESIGN Act and UETA.

The First Transfer of Personal Property (Payment Intangible) differs from the first Electronic Sale as the Intangible Obligation (Payment Stream, rights to future payments, or beneficial interest) has been bifurcated from the Tangible Obligation (Paper Promissory Note), and in accordance to UCC Article 3-3203(d), rights to enforce the Tangible Obligation have not been negotiated to the Intangible Obligor

(Seller/Securitizer), the only rights conveyed are rights to simply hold and possess the Tangible Paper Obligation.

The Second Electronic Sale / Assignment happens when the "Seller/Securitizer of the Investment Vehicle," (Assignor/Intangible Obligor), sells/assigns the "Electronic Mortgage Loan Package" to the Buyer (Depositor of the Investment Vehicle / Subsequent Intangible Obligor). The recipient (Assignee, Depositor of the Investment Vehicle / Subsequent Intangible Obligor) of the "Electronic Mortgage Loan Package" under the terms of the trust accepts the transfer and takes control of the "Electronic Mortgage Loan Package".

The Third Electronic Sale / an Assignment happens when the "Depositor of the Investment Vehicle" (Assignor) sells/assigns the electronic loan package to the Trustee of the Investment Vehicle. The recipient (Assignee, Depositor of the Investment Vehicle) then takes control of the "Electronic Mortgage Loan Package". The "Depositor of the Investment Vehicle", in compliance with the Investment Trust's documents, takes control of the Investment Trust's Electronic Certificates in exchange for selling/assigning the "Electronic Mortgage Loan Package".

It is not uncommon to find in Public Records a "Notice of Assignment" filed reflecting a transfer of lien rights from the Original Assignor (Tangible Obligee) to a 3rd subsequent Intangible Assignee (Subsequent Intangible Obligor) of the Intangible Obligation, usually the Trustee or Mortgage Servicer). In this scenario the perfection of lien rights (Perfected Chain of Title) does not match the match the "Chain of Negotiation" of the Paper Promissory Note shown by indorsements, and, as such, proves the Paper Promissory Note is no longer secured by the Security Instrument as the Security Instrument has become a "Nullity" by operation of law. These filings in public records are fraud upon public records.

As an illusion, to allegedly provide a security interest to allow for an alternate method to collect value for the (UCC Article 8) Intangible instrument, the maker of the (UCC Article 8) Intangible instrument pledged as collateral the "Electronic Mortgage Loan Package", evidenced by a digitized copy of an UCC Article 3 Tangible instrument and its underlying security interest (instrument), not perfected of record in the intangible purchaser's name. To further the account debtor's deception, claims are made that Account Debtor was executing a true sale of the tangible note and it's security to the purchaser of the intangible obligation, this is a legal impossibility Intangible purchaser never obtained legal rights to alternate tangible method of payment.

Security Interest to an alleged Account Debtor (rights to collect Future Payments pledged by the Account Debtor), which was to have been secured by the Payment Stream from the Tangible Obligation; where an alternate method to receive value was done via a properly attached and perfected real property security interest, could not have taken place legally under the current governing laws without having been in written tangible paper form. Real property Security Interests are governed by local laws of jurisdiction. UCC Article 9 governance for attachment and perfection of security rights to the intangible obligation is limited to personal property security interests such as goods and services.

A Tangible Obligor or Account Debtor may or may not be a holder in due course of an UCC 3 Instrument, where distinct and separate laws apply to the tangible security instrument have not been followed, even if Tangible Obligor/Account Debtor was entitled to enforce the UCC 3 Instrument does not mean that the Tangible Obligor is a party entitled to enforce security instrument (party to enforce the tangible note and the tangible security instrument). The trust has been conveyed a transferable record, leaving a Tangible paper UCC Article 3 Note **LESS** the rights securing it, as would have existed if the

Security Instrument securing the UCC Article 3 Tangible Note had been assigned in accordance to laws of local jurisdiction.

Furthermore, by NOT assigning the Security Instrument securing the UCC Article 3 Tangible Note in accordance to local laws of jurisdiction, the UCC 8 Intangible Obligee has taken possession of an "Electronic Mortgage Loan Package" lacking legal rights to the tangible security instrument. Pursuant to local laws of jurisdiction, without the UCC Article 8 transferable record and the Intangible Obligee perfecting of record, (the tangible rights that are found in the Tangible Security Instrument include the power of sale) the UCC 8 transferable record Intangible Obligee is NOT a Perfected Tangible Obligee.

It is important to understand that UCC Article 9 does not distinguish a difference between negotiable UCC Article 3 (Tangible Negotiable Instruments) and non-negotiable (Intangible non-Article 3 instrument such as an eNote or Transferable Record), as transferable record instruments are governed by UCC Article 8; which is also exclusion of ESIGN Act and UETA. UCC Article 9 governance is limited to personal property security interests, such as goods and services. Personal property Security Interests are governed by UCC Article 9. Within the current process of securitizing real property mortgage instruments, it is not uncommon to notice an improper use of applying UCC Article 9 laws to real property security interests in Note transactions where such UCC 8 Transferable record Intangible Promissory Note transactions are in fact non-negotiable transactions.

This system of securitization has a serious legal flaw as it provides that the Account Debtor (Intangible Obligor) and the Debtor (Tangible Obligor) have to be one in the same which is a logistical and legal impossibility. As the Intangible Obligee is not perfected of record to the Tangible Mortgage (Tangible Security securing the Tangible Article 3 Note) and not having the Tangible Article 3 instrument negotiated from Tangible Obligee to Intangible Obligee as provided under UCC 3, the Intangible Obligee has no real property securing an Obligation created by the Account Debtor. Whereas UCC 3 allows proving up an Article 3 Tangible Instrument, such law does not extend to the Tangible Security that once secured the Tangible Article 3 Note made payable to the Originating Tangible Obligee.

NON-Holder-in-Due-Course Alleges Default: *(Trustee/Mortgage Servicer)*

- **The Mortgage Servicer or the Trustee of the INTANGIBLE Investment Vehicle** declares default.
- Numerous actions of fraud are readily identifiable.
- As noted in the four (4) electronic negotiations of the electronic loan package to securitization, there is a lack of supporting law to allow electronic negotiation. Only the Holder of the "Paper Promissory Note" entitled in the indebtedness has a right to collect payments.
- Lost Note Affidavits based on Electronic Records are Hearsay
- Introduction of fraud into the Securities Market
- Fraudulent creation of assignments in attempt to transfer lien rights from Originator to 3rd or 4th subsequent purchaser bypassing 1st and 2nd purchasers resulting in fraudulent filing in public records.
- **Reader note: Specific details of client's unique transaction history found in the Chain of Title Analysis and Mortgage Fraud Investigation will determine if a violation has occurred.**

SECTION 2: MORTGAGE LOAN TRANSACTION HISTORY

Mortgage Loan Details:

BORROWER(S)	Cathy G. Lanier
SUBJECT ADDRESS	172 Belle Chase Drive Lexington, SC 29072
MORTGAGE LENDER	Southstar Funding LLC DBA Capital Home Mortgage
CURRENT SERVICER	Chase Mortgage
MORTGAGE NOMINEE/BENEFICIARY	MERS
CLOSING DATE	October 31, 2002
ORIGINAL LOAN AMOUNT	$582,250
ORIGINAL INTEREST RATE	4.000%
TYPE OF LOAN (ARM or FIXED)	ARM
LOAN NUMBER	3610016002

Verification from MERS Website:

Verification from Bank One, N.A. Website:

Securitization Details:

INVESTMENT BANK	Southstar Funding LLC DBA Capital Home Mortgage
Seller	Structured Asset Mortgage Investments Inc.
DEPOSITOR	???
TRUSTEE	Bank One, N.A.
REMIC NAME	Structured Asset Mortgage Investments Inc. Mortgage Pass-Through Certificates Series 2002-AR4
MASTER SERVICER	Wells Fargo Bank Minnesota, N.A.
ISSUE DATE	October 01, 2002
MATURITY DATE	October 31, 2002

Loan Found In RMBS Trust:

Classes Active/Paid:

SECTION 3: MCI INFOGRAPHICS & MORTGAGE FRAUD INVESTIGATION

Intro to MCI Infographic:

1. The chain of custody refers to the chronological documentation or paper trail, showing the seizure, custody, control, transfer, analysis, and disposition of evidence both physical and electronic. I have included research regarding documents that were not found to be recorded in the chain of custody. To allow for the Power of Sale to be available for a party to have standing, the chain of indorsements appearing on the face of the Note Instrument must be in tandem match the recordation of the chain of Assignments of [Security Instrument] in the Public Records. Failure to properly record Assignments of the [Security Instrument] (lien) which would memorialize a Note's negotiation, where without indorsements as it pertains to the transfer of beneficial and security interest in real property, can render the [Security Instrument] a nullity by operation of law as the Note is unenforceable under UCC 3-201, 3-204 & 3-302(d). "A security interest cannot exist independent of the obligation it secures." Negus-Sons, Inc., 460 B.R. at 758, quoting In re Advanced Aviation, Inc., 101 B.R. 310, 313 Bankr. M.D. Fla. 1989

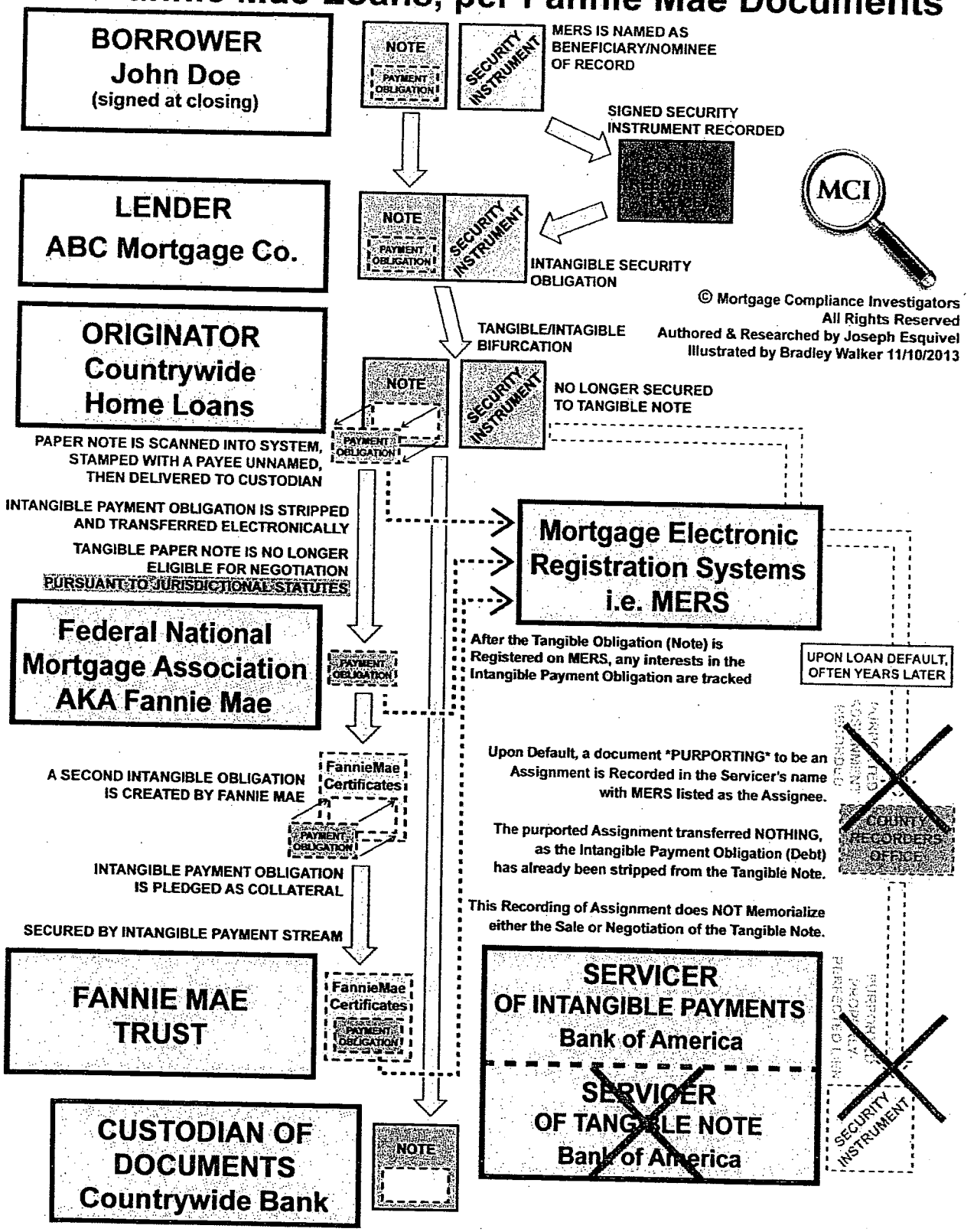
2. Banking Practice does not overcome Uniform Commercial Code USCA (1988). The United States Court of Appeals Fifth Circuit determined that banking practice cannot overcome or substitute for enacted Uniform Commercial Code Statute: "Hibernia's reliance on commercial custom is misplaced. Commercial custom does not apply where the UCC provides otherwise. See UCC Sec. 1-103; also UCC Sec. 3-104, Official Comment 2 ("writing cannot be made a negotiable instrument within this Article by contract or by conduct.") Moreover, it would be inequitable to apply the banking industry's unilateral "custom" to a maker, such as the Army, that is unaware of or may not recognize such a custom." 841 F. 2d 592 United States of America v. Hibernia National Bank 96 A.L.R.Fed. 895, 5 UCC Rep.Serv. 2d 1392 United States Court of Appeals, Fifth Circuit 1988"

3. It is a cornerstone and long held concept within United States Law, that when the rights to the Tangible Paper Note and the rights to the Security Instrument are separated, the Security Instrument, because it can have no separate existence, cannot survive and becomes a nullity.
In Carpenter v. Longan 16 Wall 271,83 U.S. 271, 274, 21 L.Ed. 313 (1872), *the U.S. Supreme Court stated "The note and mortgage are inseparable; the former as essential, the latter as an incident. An assignment of the note carries the mortgage with it, while assignment of the latter alone is a nullity... The mortgage can have no separate existence. When the note is paid the mortgage expires. It cannot survive for a moment the debt which the note represents. This dependent and incidental relation is the controlling consideration . . . ."*

4. This schematic shows the approximate paths that should have been taken by the parties involved which would have achieved a properly secured party. The documents that would have been filed, indexed and recorded by the county recorder would have created an encumbrance of the property and would have lawfully taken place. This process would have achieved a properly secured party. This schematic also shows what the banks often actually do in regards to transferring the Tangible documents and the Intangible records:

Reader Note: The following info graphic depicts transactions that pertain to your unique "Chain of Title Analysis". References may be made in text boxes within the infographic that pertain to specific paragraphs within your unique Chain of Title Analysis.

Requirements for Securitization (using MERS) of Fannie Mae Loans, per Fannie Mae Documents



SECTION 3: MORTGAGE FRAUD INVESTIGATION

Chain of Title Analysis and Mortgage Fraud Investigation:

The following Chain of Title details are a listing of the documents related to the property in chronological order. This chain of custody is necessary to maintain an "unbroken" chain at all times pursuant to State Law. We have investigated the documents that were recorded within the County Recorder's Office where the real property resides, as well as the documents that were NOT recorded within the County Recorder's Office but were made official by filing into public record as exhibits.

I perform my research by examining actual business records and Corporate/Trust Documents. I use specialty licensed software: ABS Net, and other professional resources to view these records and documents. I have the training, knowledge and experience to perform these searches and understand the meaning of these records and documents with very reliable accuracy. I am available for court appearances; in person, or via telephone for further clarification, or explanation of the information provided herein, or for cross examination if necessary.

We have examined the following documents:

A. Complaint filed into District Court Lexington County South Carolina on May 21, 2013 in case # 2013CP3201709

B. Copy of a document purporting to be the Tangible Promissory Note of Cathy G. Lanier, dated August 02, 2002, regarding a loan for $582,250. (see Exhibit "A" attached within) The Original Lender of the August 02, 2002 Lanier loan is Southstar Funding LLC DBA Capital Home Mortgage.

C. Copy of a Recorded document purporting to be the Tangible Mortgage of Cathy G. Lanier, dated August 02, 2002 and filed in the Official Records of the Lexington County Recorder of Deeds on August 12, 2002 as ins# 2002043080. (see Exhibit "B" attached within)

D. Copy of a document purported to be an "Assignment of Mortgage", dated March 04, 2012 and filed in the Official Records of the Lexington County Recorder of Deeds on March 29, 2012 as ins# 2012815233 (see Exhibit "C" attached within)

E. Copy of a document purported to be an "South Carolina Assignment of Mortgage", dated September 20, 2012 but NOT filed in the Official Records of the Lexington County Recorder of Deeds (see Exhibit "D" attached within)

F. Copy of a document purported to be an "South Carolina Assignment of Mortgage", dated March 13, 2013 but NOT filed in the Official Records of the Lexington County Recorder of Deeds (see Exhibit "E" attached within)

G. Copy of a document purporting to be an "Assignment of Mortgage", dated March 19, 2013 and filed in the Official Records of the Lexington County Recorder of Deeds on April 01, 2013 as ins# 2013015647 (see Exhibit "F" attached within)

H. Copy of a document purporting to be an "Assignment of Mortgage", dated April 24, 2013 and filed in the Official Records of the Lexington County Recorder of Deeds on May 15, 2013 as ins# 2013023633 (see Exhibit "G" attached within)

I. Voluntary Lien Search pertaining to the Transaction Details for 172 Belle Chase Drive, Lexington, SC 29072 which includes all publicly recorded documents filed in the Official Records of the Lexington County Recorder of Deeds.

J. The Pooling and Servicing Agreement dated NONE for the Structured Asset Mortgage Investments Inc. Mortgage Pass-Through Certificates Series 2002-AR4 Trust

K. The Prospectus Supplement (To Prospectus dated October 29, 2002) for the Structured Asset Mortgage Investments Inc. Mortgage Pass-Through Certificates Series 2002-AR4 Trust

An Examination of the Cathy G. Lanier Mortgage Loan

The Lanier Intangible Obligation had been sold by Southstar Funding LLC DBA Capital Home Mortgage on or before October 31, 2002

1. On March 10, 2014 I researched Cathy G. Lanier whose property address is 172 Belle Chase Drive, Lexington, SC 29072. Cathy G. Lanier had allegedly signed a Note in favor of Southstar Funding LLC DBA Capital Home Mortgage on August 02, 2002. This loan was identified in multiple classes of the Structured Asset Mortgage Investments Inc. Mortgage Pass-Through Certificates Series 2002-AR4 (hereinafter "SAMI-2002-AR4") Trust. The loan is being serviced by Chase Mortgage.

2. Pursuant to a thorough research I have found the aforementioned Lanier Mortgage Loan in multiple classes of the SAMI-2002-AR4 Trust. The Lanier Intangible Obligation has been sold to multiple classes of the SAMI-2002-AR4 Trust. Where records show the intangible payment stream remains an asset, a fact to determine, that is beyond the scope of this analysis, is why if there is a default of the tangible is there not also a default of the intangible. It is possible that a third party contract known as a Credit Default Obligation could account for the reason why the intangible is not in default, such supposition offers a reasonable explanation.

3. The income stream from the Lanier Intangible Obligation is owned in a unified manner as described by the Prospectus when discussing the Classes within the Trust Pool. Each class of the SAMI-2002-AR4 Trust owns a different partial interest in the Lanier Intangible Obligation. Even though a Trust may show a Class within that Trust as being paid, this is a predetermined action by the Trust. It does not mean that the Lanier Intangible Obligation is in default. It is impossible to make that determination as the Lanier Intangible Obligation no longer exists in its original form. Subsequently, the precise ownership of partial interests in the Lanier Intangible Obligation can no longer be determined, nor can it be determined what or which partial interest in Lanier Intangible Obligation has been paid nor what percentage of that partial interest in the Lanier Intangible Obligation has been satisfied/settled. Even though there is some division of performance of the loan from class to class. If the ownership of the Lanier Intangible Obligation exists in any class as the Transferable Record of the ownership, the Lanier Intangible Obligation exists in total within the Trust.

4. Securitization is the process of aggregating the Intangible Obligations from a large number of mortgage loans, into what is called a mortgage pool and then selling "shares" (called certificates) of ownership of partial interest of the Intangible Obligations to investors. The income stream from the

Intangible Obligation that Cathy G. Lanier's mortgage payments produce, flows through fractionalized payments into many different classes to many different investors, of the SAMI-2002-AR4 Trust depending on which certificates of which class were purchased by which investor. My research shows that ownership of the Lanier Intangible Obligation does appear in the schedules and agreements. The divided monthly loan payments paid by Cathy G. Lanier to Chase Mortgage most definitely flowed into multiple classes of the SAMI-2002-AR4 Trust.

5. The rights to the Lanier Intangible Obligation have been conveyed as a Transferable Record to multiple classes of the SAMI-2002-AR4 Trust. For the rights to the Lanier Intangible Obligation not to have been stripped away from the rights to the Lanier Note by that conveyance, the rights to the Lanier Note must have also been transferred to multiple classes of the SAMI-2002-AR4 Trust.

6. Even though the Lanier Intangible Obligation is owned by multiple classes of the SAMI-2002-AR4 Trust, it can only be determined if the original Lanier Note had been physically delivered to multiple classes of the SAMI-2002-AR4 Trust by checking with the custodian of documents. Until then, there is no evidence multiple classes or even one class of the SAMI-2002-AR4 Trust possessed in any manner the Lanier Note before the Closing Date of October 31, 2002, as required by its own agreements.

7. The rights to the Lanier Intangible Obligation have been conveyed as a Transferable Record to multiple classes of the SAMI-2002-AR4 Trust. For the conditions of Lanier Mortgage over the Lanier Intangible Obligation not to have been stripped away by that conveyance, the rights to the Lanier Mortgage must have also been transferred to multiple classes of the SAMI-2002-AR4 Trust.

8. The beneficial interest (ownership) of the Lanier Mortgage has been recorded in the Official Records of Lexington County Recorder of Deeds as being in the name of Southstar Funding LLC DBA Capital Home Mortgage, the Original Lender of the loan dated August 02, 2002. However, it is clear that Southstar Funding LLC DBA Capital Home Mortgage sold all ownership interest in the Lanier Intangible Obligation to multiple classes of the SAMI-2002-AR4 Trust on or about October 31, 2002, the Closing Date of the SAMI-2002-AR4 Trust. Ownership of the Lanier Intangible Obligation is held in multiple classes of the SAMI-2002-AR4 Trust, and the payments under the Lanier Intangible Obligation are disbursed to the investors of SAMI-2002-AR4 Trust who hold certificates to the investment classes into which payments under the Lanier Intangible Obligation are scheduled to flow. Therefore the transfer of beneficial interest in the Lanier Mortgage by Southstar Funding LLC DBA Capital Home Mortgage might be accomplished, but that beneficial interest is no longer attached to the rights to the Lanier Intangible Obligation.

As Multiple Classes of the SAMI-2002-AR4 Trust have an Interest in the Lanier Intangible Obligation, Multiple Classes of the SAMI-2002-AR4 Trust Are Required to Have Interest in the Lanier Note and Interest in the Lanier Mortgage

9. By multiple classes of the SAMI-2002-AR4 Trust purchasing the Lanier Intangible Obligation and doing with it whatever was done, multiple classes of the SAMI-2002-AR4 Trust were exercising rights of ownership over the Lanier Mortgage Loan and the payment stream. By exercising rights of ownership over the Lanier Mortgage Loan and the payment stream, multiple classes of the SAMI-2002-AR4 Trust were making a claim of rights to all three parts of the Lanier Mortgage Loan, a claim which is misplaced.

10. The Lanier Mortgage Loan only exists through the tangible instruments creating it, the Lanier Note and the Lanier Mortgage. The sale of the rights to the Lanier Intangible Obligation to multiple classes of the SAMI-2002-AR4 Trust without stripping away the rights to the Lanier Intangible Obligation from the rights to the Lanier Note could only be accomplished with the accompanying negotiation of the Lanier Note and the accompanying assignment of the Lanier Mortgage to the multiple classes of the SAMI-2002-AR4 Trust which is a legal impossibility. Whereas the Trust as a standalone party has not lawfully been conveyed the Lanier Note, much less been filed of record as a secured creditor.

11. Multiple classes of the SAMI-2002-AR4 Trust have made and continue to make claims of ownership of the rights to the Lanier Intangible Obligation and exercise those claims. To exercise claims of rights to the Lanier Intangible Obligation, proper assignments of the Lanier Mortgage should have been accomplished. Multiple classes of the SAMI-2002-AR4 Trust are acting as if proper assignments of the Lanier Mortgage have been accomplished.

12. The assignment of the Lanier Mortgage is a conveyance of an instrument concerning real property which must be recorded to be acted upon. United States Code considers that anyone certifying that a real estate instrument has been assigned when in fact it has not is guilty of a felonious criminal act.

> *Title 18 USC Chapter 47 § 1021*
> *Whoever, being an officer or other person authorized by any law of the United States to record a conveyance of real property or any other instrument which by such law may be recorded, knowingly certifies falsely that such conveyance or instrument has or has not been recorded, shall be fined under this title or imprisoned not more than five years, or both.*

Multiple Classes of the SAMI-2002-AR4 Trust can not Claim Ownership of either the Lanier Note or the Lanier Mortgage

13. Multiple classes of the SAMI-2002-AR4 Trust own the Lanier Intangible Obligation. However the transfer of rights to either of the two tangible parts of the security instrument that evidence the Lanier Intangible Obligation from Southstar Funding LLC DBA Capital Home Mortgage to multiple classes of the SAMI-2002-AR4 Trust is not memorialized in the Official Records of the Lexington County Recorder of Deeds in a manner which observes United States Code.

14. Under the Consumer Credit Protection Act Title 15 USC Chapter 41 § 1641(g): any transfers of the Lanier Mortgage Loan to multiple classes of the SAMI-2002-AR4 Trust would be in violation of Federal Statute, if those transfers had not been recorded in the Official Records of the Lexington County Recorder of Deeds within 30 days along with notification of Cathy G. Lanier that the transfers had occurred. As there are no recorded assignments of the Lanier Mortgage to multiple classes of the SAMI-2002-AR4 Trust within 30 days of August 02, 2002, either there has been a violation of Federal Law or multiple classes of the SAMI-2002-AR4 Trust, who are the owners of the Lanier Intangible Obligation, are not the owners of either the Lanier Note or the Lanier Mortgage.

> Title 15 USC Chapter 41 § 1641(g)
> *(g) **Notice of new creditor***

*(1) **In general***
In addition to other disclosures required by this subchapter, not later than 30 days after the date on which a mortgage loan is sold or otherwise transferred or assigned to a third party, the creditor that is the new owner or assignee of the debt shall notify the borrower in writing of such transfer, including—
(A) the identity, address, telephone number of the new creditor;
(B) the date of transfer;
(C) how to reach an agent or party having authority to act on behalf of the new creditor;
(D) the location of the place where transfer of interest in the debt is recorded; and
(E) any other relevant information regarding the new creditor.

15. Multiple classes of the SAMI-2002-AR4 Trust are the owners of the Lanier Intangible Obligation; however, according to South Carolina State Law, multiple classes of the SAMI-2002-AR4 Trust can only be entitled to enforce the Lanier Mortgage if they took the Lanier Mortgage by way of assignments pursuant to:

Code 1976 § 30-7-40. Manner of recordation of assignment or transfer of mortgage.
The recordation of such an assignment or transfer as is mentioned in § 30-7-30 shall, to be effective under such section, be upon the record of the recorded mortgage or other written instrument, except that it may be recorded elsewhere in the record for the recording of mortgages should there be no place upon the record of the recorded mortgage or other written instrument sufficient for the recordation of such assignment, in which event there shall be entered on the margin of the recorded mortgage or other written instrument whose assignment has been thus recorded elsewhere an appropriate reference to such recordation, giving the name of the assignee, the date of the assignment and the record and page where recorded.

§ 30-5-90. Recordation of marriage settlements, conveyances, mortgages, and other writings
The register of deeds is required to record in the order of the times at which they may be brought to his office, all marriage settlements and all conveyances and mortgages, renunciations of dower and other writings concerning the titles to lands situate in his county which may be lodged with him to be recorded if the execution of any such writing shall be proved by affidavit of a subscribing witness, or otherwise, as herein provided. Every such writing shall be recorded within one month after its lodgment and the recording shall bear even date with the lodgment. On every such writing shall be endorsed a certificate, to be signed by the register or his deputy, specifying the time when and book and page where it was recorded.

§ 30-7-50. Manner in which assignment shall be executed and probated
Any assignment to be entitled to be recorded as provided in Section 30-7-40 shall be in writing and witnessed as mortgages of real property are required to be witnessed and shall not be probated when it is upon, or attached to, the original mortgage itself, but when it is upon a separate piece not attached to the original mortgage itself then it shall be probated in the same way as is now provided by law for the probating of mortgages of real property. Assignment of mortgage forms shall include the name of the mortgagor and the name and address ofthe mortgagee and the book, page, and date of recording of the original mortgage, and may include a toll free number for the assignee if such a number is available.

16. The Lanier Mortgage must have been duly assigned to multiple classes of the SAMI-2002-AR4 Trust for multiple classes of the SAMI-2002-AR4 Trust to be entitled to enforce the Lanier Mortgage.

17. A duly recorded assignment of the Lanier Mortgage constitutes constructive notice while an unrecorded assignment of the Lanier Mortgage is notice only to immediate parties. With constructive notice, all persons attempting to acquire rights in the Lanier Property are deemed to have notice of the recorded instrument. In this way, the Recording Statute is intended to expose the chain of title of the Lanier Mortgage to inspection by examination of real property records, protecting innocent junior purchasers and lenders from secret titles and the subsequent fraud attendant to such titles.

18. Assignments of the Lanier Mortgage must be accompanied by parallel endorsements of the Lanier Note for the Lanier Mortgage Loan to remain secured by the Lanier Property. Because endorsements are very often undated and because a plaintiff must prove that it had standing at the inception of a case, Marianna & B.R. Co. v. Maund, 56 So. 670, 672 (Fla. 1911), the assignment will be determinative of, or at least evidence that would support or contradict, a plaintiff's claim of standing. No evidence is available to evidence negotiations of the Lanier Note to multiple classes of the SAMI-2002-AR4 Trust. This would have required indorsements and proper negotiations of the Lanier Note from Southstar Funding LLC DBA Capital Home Mortgage to multiple classes of the SAMI-2002-AR4 Trust, including any intervening claims of ownership. Of course for the Lanier Mortgage Loan to remain a secured loan, there would have been assignments and transfers of the beneficial interest of the Lanier Mortgage, concurrent to negotiations of the Lanier Note and those transfers of the Lanier Mortgage would have to be entered into the Official Records of the Lexington County Recorder of Deeds.

19. Importantly, mere presentment of the Lanier Note (even if shown to be the original), is not in itself proof of an equitable transfer of the Lanier Mortgage Loan along with its Security Instrument. This demonstration of possession may be sufficient to enforce the Lanier Note, but carries no indicia of ownership or intent to transfer the Lanier Mortgage Loan. The Uniform Commercial Code ("UCC") consecrates a preference in commercial transactions for simple possession of indorsed instruments over proof of actual ownership, an exception in the law that was intended to foster free trade of commercial paper.

20. The concept that a noteholder, even one who is not legitimate, may nevertheless bring an action on the Lanier Note, is entrenched in commercial law and commonly summarized by the axiom "even a thief may enforce a note." However, the taking of the Lanier Home by foreclosure is an equitable remedy, and equity does not allow a "thief" to use a stolen Lanier Note to foreclose on the Lanier Mortgage lien.

21. The claim that "the mortgage follows the note" is incorrect, as under South Carolina Law the Lien follows the Secured Party of record. That equitable right must be proven with evidence of a delivery. Intention does not override the requirements of law.

22. For all three parts of the Lanier Mortgage Loan as a whole to have been transferred into the SAMI-2002-AR4 Trust there is a chain of entities through which the Lanier Mortgage must be assigned and the Lanier Note must be indorsed. This chain of transfer, as described to be required in the SAMI-2002-AR4 Trust 424B5 Prospectus, is to have begun with a recorded assignment of the Lanier Mortgage and an indorsement of the Lanier Note from the Original Lender (Southstar Funding LLC DBA Capital Home Mortgage) to the Seller (Structured Asset Mortgage Investments Inc.). Once the Seller (Structured Asset Mortgage Investments Inc.) had taken complete ownership, then a recorded assignment of the Lanier Mortgage and an indorsement of the Lanier Note from the Seller (Structured Asset Mortgage Investments Incto the Trustee (Bank One, N.A.) was next to have occurred. Finally, once the Trustee (Bank One, N.A.) had taken complete ownership, a recorded assignment of the Lanier Mortgage and an indorsement of the Lanier Note from the Trustee (Bank One, N.A.) to the Structured

Asset Mortgage Investments Inc. Mortgage Pass-Through Certificates Series 2002-AR4 Trust (hereinafter "SAMI-2002-AR4") were to have occurred.

23. Moreover, these assignments were to all be recorded in the Official Records of the Lexington County Recorder of Deeds as per the 424B5 Prospectus for the SAMI-2002-AR4 Trust. To explain further with a simple example, Party A must contract and assign to Party B, and Party B must contract and assign to Party C, and Party C must contract and assign to Party D and so on. So a contract and an assignment from Party A to Party D are not allowable. Of course, all of these dealings must be recorded within the Official Records of the Lexington County Recorder of Deeds which date-stamps each recording so as to prevent any "back-dating".

24. Any electronic transfers of the Lanier Mortgage that may have been executed without recording within the Official Records of the Lexington County Recorder of Deeds are void under Uniform Electronic Transactions Act (UETA) USC § 15-96-1-7003:

> *(a) Excepted requirements*
> *The provisions of section 7001 of this title shall not apply to a contract or other record to the extent it is governed by—*
> > *(3) the Uniform Commercial Code, as in effect in any State, other than sections 1–107 and 1–206 and Articles 2 and 2A*

25. The Lanier Note dated August 02, 2002 specifically states that it is secured by a Mortgage dated August 02, 2002, and the Lanier Mortgage refers to the Lanier Note and incorporates the Lanier Note into its terms and conditions.

26. One of the agreements that created the SAMI-2002-AR4 Trust is a 424B5 Prospectus dated NONE, and is a matter of public record, available on the website of the Securities Exchange Commission (SEC). The SAMI-2002-AR4 Trust by its terms set a "CLOSING DATE" of (on or about) October 31, 2002. The Lanier Note in this case did not become SAMI-2002-AR4 Trust property in compliance with this requirement set forth in the 424B5 Prospectus. The SAMI-2002-AR4 Trust agreement is filed under oath with the SEC.

27. According to the 424B5 Prospectus for the SAMI-2002-AR4 Trust, the transfer and sale of all Beneficial Interest of the Lanier Mortgage to SAMI-2002-AR4 Trust should have been done on or before the Closing Date of the SAMI-2002-AR4 Trust which was October 31, 2002. These requirements from the 424B5 Prospectus also mean the SAMI-2002-AR4 Trust is unable to have any other assets put into the SAMI-2002-AR4 Trust after the Closing Date.

28. The 424B5 Prospectus for the SAMI-2002-AR4 Trust holds any conveyance of instrument into the SAMI-2002-AR4 Trust subject to the specific procedures explained above and in further paragraphs. Therefore, the conveyance of the Lanier Note and Mortgage into the SAMI-2002-AR4 Trust cannot be true unless compliance with the 424B5 Prospectus's specific procedures of conveyance is also proved to be true. The conveyance of the Lanier Note and Mortgage into the SAMI-2002-AR4 Trust lacks proof of execution of these specific procedures. Then, as proof of 424B5 Prospectus-compliant conveyance of the Lanier Note and Mortgage into the SAMI-2002-AR4 Trust is lacking, and can not now be made to exist, the SAMI-2002-AR4 Trust can not claim have taken the Lanier Note and Mortgage as a secured instrument into its collateral pool.

29. The Lanier Mortgage contains notice to the Borrowers that the Lanier Note or a partial interest in the Lanier Note may be sold. However, a sale of a "partial interest" in the Lanier Note strips the rights to the Lanier Intangible Obligation from the rights to the Lanier Note, leaving the Lanier Note without an obligation to evidence and the Lanier Mortgage without an obligation to hold conditions over:

From the Lanier Mortgage:

"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..."

The document purporting to be an "Assignment of Mortgage" dated March 04, 2012 is Invalid as an Assignment of Mortgage

Black's Law Dictionary defines the term valid as "having legal strength or force, executed with proper formalities, incapable of being rightfully overthrown or sent aside... Founded on trust of fact; capable of being justified; supported, or defended; not weak or defective... of binding force; legally sufficient or efficacious; authorized by law... as distinguished from that which exists or took place in fact or appearance, but has not the requisites to enable it to be recognized and enforced by law."(See Black's Law Dictionary, Sixth Edition, 1990, page 1550)

30. There is a document purporting to be an "Assignment of Mortgage", dated March 04, 2012 and filed in the Official Records of the Lexington County Recorder of Deeds on March 29, 2012 as ins# 2012815233, signed by Sandy N. Wells as Vice President and notarized March 04, 2012 by Angela Ruth Payne, Louisiana Notary, where MERS as Nominee for SouthStar Funding LLC DBA Capital Home Mortgage, its Successors and Assigns grants, assigns, and transfers to JPMorgan Chase Bank, N.A. all beneficial interest under a Mortgage dated August 02, 2002 and filed in the Official Records of the Lexington County Recorder of Deeds on August 12, 2002 as ins# 2002043080.

31. Besides the fact that the Assignee, JPMorgan Chase Bank, N.A., is not made the sole party of interest in the Lanier Mortgage on the face of this document purporting to be an "Assignment of Mortgage" dated March 04, 2012, there are other issues that render this document invalid as an Assignment of Mortgage.

32. MERS as Nominee for SouthStar Funding LLC DBA Capital Home Mortgage, its Successors and Assigns was paid a value by JPMorgan Chase Bank, N.A. for the beneficial interest in the Lanier Mortgage. This means the Original Lender, Southstar Funding LLC DBA Capital Home Mortgage, may not be paid good and valuable consideration for its beneficial interest which is recorded in the Official Records of the Lexington County Recorder of Deeds.

33. The value that was paid to MERS as Nominee for SouthStar Funding LLC DBA Capital Home Mortgage, its Successors and Assigns is certainly not the full and complete value of the Lanier

Mortgage. When MERS as Nominee for SouthStar Funding LLC DBA Capital Home Mortgage, its Successors and Assigns transfers its value of beneficial interest, while ignoring the value held by Southstar Funding LLC DBA Capital Home Mortgage, it purports to transfer less than the entire instrument of the Lanier Mortgage and JPMorgan Chase Bank, N.A. does not become the sole party of interest in the Lanier Mortgage. Someone, being perhaps either Southstar Funding LLC DBA Capital Home Mortgage or MERS as Nominee for SouthStar Funding LLC DBA Capital Home Mortgage, its Successors and Assigns, still maintains their interest which can still be exercised.

34. Most importantly, the Original Lender, Southstar Funding LLC DBA Capital Home Mortgage, gave up all rights to the Lanier Intangible Obligation to multiple classes of the SAMI-2002-AR4 Trust on or before October 31, 2002. **Once** Southstar Funding LLC DBA Capital Home Mortgage had given up the rights to the Lanier Intangible Obligation, the rights to the Lanier Intangible Obligation were stripped away from the rights to the Lanier Note and the rights to the Lanier Mortgage. Southstar Funding LLC DBA Capital Home Mortgage could transfer beneficial rights to the Lanier Note or Mortgage; however, that beneficial interest would not include rights to the Lanier Intangible Obligation.

35. The consequences of the rights to the Lanier Intangible Obligation being stripped away from the beneficial interests of the Lanier Note and Mortgage are that the Note is without an Intangible Obligation to evidence and the Lanier Mortgage is without an Intangible Obligation to enforce conditions against.

36. Southstar Funding LLC DBA Capital Home Mortgage or their nominee MERS can assign beneficial interest in the Lanier Mortgage, albeit with no rights to the Lanier Intangible Obligation, to whomever they please. In order for this document purporting to be an "Assignment of Mortgage" dated March 04, 2012 to be valid as an Assignment of Mortgage, it would have to be determined if a transfer could be made to the Assignee. I will explain how transfer to the Assignee named could not have been accomplished by this document purporting to be an "Assignment of Mortgage".

37. JPMorgan Chase Bank, N.A., the Assignee, is the Servicer of the Lanier Intangible Obligation for multiple classes of the SAMI-2002-AR4 Trust. Under the Consumer Credit Protection Act Title 15 USC Chapter 41 § 1641(f) any treatment of the Servicer of the Lanier Intangible Obligation as an Owner of the Lanier Intangible Obligation would be in violation of Federal Statute. As this assignment to JPMorgan Chase Bank, N.A. would be in violation of Federal Statute if JPMorgan Chase Bank, N.A. was not the Owner of the Lanier Intangible Obligation, JPMorgan Chase Bank, N.A.'s claim of rights to the Lanier Intangible Obligation is either a fraudulent claim or JPMorgan Chase Bank, N.A.'s actions under the claim of ownership are in violation of Federal Law.

15 USC Chapter 41 § 1641(f) ***Treatment of servicer***
(1) In general
A servicer of a consumer obligation arising from a consumer credit transaction shall not be treated as an assignee of such obligation for purposes of this section unless the servicer is or was the owner of the obligation.

(2)Servicer not treated as owner
on basis of assignment for administrative convenience
A servicer of a consumer obligation arising from a consumer credit transaction shall not be treated as the owner of the obligation for purposes of this section on the basis of an assignment of the obligation from the creditor or another assignee to the servicer solely for the administrative convenience of the servicer in servicing the obligation. Upon written

request by the obligor, the servicer shall provide the obligor, to the best knowledge of the servicer, with the name, address, and telephone number of the owner of the obligation or the master servicer of the obligation.

38. In the document purporting to be an "Assignment of Mortgage" dated March 04, 2012, MERS as Nominee for SouthStar Funding LLC DBA Capital Home Mortgage, its Successors and Assigns is the entity granting, assigning, and transferring all beneficial interest in the Lanier Mortgage to JPMorgan Chase Bank, N.A..

39. As explained earlier, the beneficial interest of Southstar Funding LLC DBA Capital Home Mortgage did not include the rights to the Lanier Intangible Obligation on or before October 31, 2002, as they had been transferred to the SAMI-2002-AR4 Trust. Certainly MERS as nominee for Southstar Funding LLC DBA Capital Home Mortgage can only assign the beneficial interest of Southstar Funding LLC DBA Capital Home Mortgage and no more.

40. MERS can not act on its own behalf as party of interest in the Lanier Mortgage.

41. MERS is named completely contradictorily on the face of the Lanier Mortgage as both solely nominee and as beneficiary.

42. MERS never had any interest at all in the Lanier Note evidencing the Lanier Intangible Obligation. MERS has no financial or other rights to whether or not the loan is repaid.

43. MERS is not the owner of the Lanier Note secured by the Lanier Mortgage and has no rights to the payments made by Lanier on the Lanier Note. MERS is not the owner of the servicing rights relating to the Lanier Intangible Obligation and MERS does not service any loans, ever. The beneficial interest in the mortgage (or the person or entity whose interest is secured by the mortgage) runs to the owner and holder of the Lanier Note. In essence, MERS merely and only immobilizes the mortgage lien while transfers of the promissory Notes and servicing rights continue to occur.

44. As explained previously, any electronic transfers of the Lanier Mortgage that may have been executed without recording within the Official Records of the Lexington County Recorder of Deeds are void under Uniform Electronic Transactions Act (UETA) USC § 15-96-1-7003:

> *(a) Excepted requirements*
> *The provisions of section 7001 of this title shall not apply to a contract or other record to the extent it is governed by—*
>
> > *(3) the Uniform Commercial Code, as in effect in any State, other than sections 1–107 and 1–206 and Articles 2 and 2A.*

45. MERS has emphatically stated under its own agreement with its mortgage-lender members, that MERS "cannot exercise, and is contractually prohibited from exercising, any of the rights or interests in the mortgages or other security documents" and that MERS has "no rights whatsoever to any payments made on account of such mortgage loans, to any servicing rights related to such mortgage loans, or to any mortgaged properties securing such mortgage loans: *Mortgage Electronic Registration Systems, Inc. v. Nebraska Dept. of Bnkng and Fin.*, 704 N.W.2d 784 (Neb. 2005), Brief of Appellant at 11-12.

The document purporting to be an "South Carolina Assignment of Mortgage" dated September 20, 2012 is Invalid as an South Carolina Assignment of Mortgage

46. There is a document purporting to be an "South Carolina Assignment of Mortgage", dated September 20, 2012 but NOT filed in the Official Records of the Lexington County Recorder of Deeds, signed by Antonio Croom as Vice President and notarized September 20, 2012 by Cheryl A. Arnold, Ohio Notary Commission #NONE, where JPMorgan Chase Bank, N.A. grants, assigns, and transfers to The Bank of New York Mellon FKA The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for SAMI-2002-AR4 all beneficial interest under a Mortgage dated August 02, 2002 and filed in the Official Records of the Lexington County Recorder of Deeds on August 12, 2002 as ins# 2002043080.

47. It was previously explained in ¶31 thru 46 that the document purporting to be an "Assignment of Mortgage" dated March 04, 2012 assigned no beneficial interest to JPMorgan Chase Bank, N.A. as the document purporting to be an "Assignment of Mortgage" is invalid. Because JPMorgan Chase Bank, N.A. has no beneficial interest in the Lanier Mortgage, the document purporting to be an "South Carolina Assignment of Mortgage" dated September 20, 2012 can only also be invalid. Besides that fact, the document purporting to be an "South Carolina Assignment of Mortgage" dated September 20, 2012 can only be invalid as an South Carolina Assignment of Mortgage because of the following issues.

48. JPMorgan Chase Bank, N.A. was paid a value by The Bank of New York Mellon FKA The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for SAMI-2002-AR4 for the beneficial interest in the Lanier Mortgage. This means the Original Lender, Southstar Funding LLC DBA Capital Home Mortgage, may not be paid good and valuable consideration for its beneficial interest which is recorded in the Official Records of the Lexington County Recorder of Deeds.

49. The value that was paid to JPMorgan Chase Bank, N.A. is certainly not the full and complete value of the Lanier Mortgage. When JPMorgan Chase Bank, N.A. transfers its value of beneficial interest, while ignoring the value held by Southstar Funding LLC DBA Capital Home Mortgage, it purports to transfer less than the entire instrument of the Lanier Mortgage and The Bank of New York Mellon FKA The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for SAMI-2002-AR4 does not become the sole party of interest in the Lanier Mortgage. Someone, being perhaps either Southstar Funding LLC DBA Capital Home Mortgage or JPMorgan Chase Bank, N.A., still maintains their interest which can still be exercised.

50. Most importantly, the Original Lender, Southstar Funding LLC DBA Capital Home Mortgage, gave up all rights to the Lanier Intangible Obligation to multiple classes of the SAMI-2002-AR4 Trust on or before October 31, 2002. Once Southstar Funding LLC DBA Capital Home Mortgage had given up the rights to the Lanier Intangible Obligation, the rights to the Lanier Intangible Obligation were stripped away from the rights to the Lanier Note and the rights to the Lanier Mortgage. Southstar Funding LLC DBA Capital Home Mortgage could transfer beneficial rights to the Lanier Note or Mortgage; however, that beneficial interest would not include rights to the Lanier Intangible Obligation.

51. The consequences of the rights to the Lanier Intangible Obligation being stripped away from the beneficial interests of the Lanier Note and Mortgage are that the Note is without an Intangible

Obligation to evidence and the Lanier Mortgage is without an Intangible Obligation to enforce conditions against.

52. In view of the foregoing, the Document purporting to be an "South Carolina Assignment of Mortgage" dated September 20, 2012 can have no validity as it is unlawful attempt to reestablish legal title rights of the Lanier Note and Lanier Mortgage from an entity who has no authority to another entity who can have no authority.

53. The Assignee named by the document purporting to be an "South Carolina Assignment of Mortgage" dated September 20, 2012 is The Bank of New York Mellon FKA The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for SAMI-2002-AR4.

54. In order to exist, the SAMI-2002-AR4 Trust agreed to operate under the SAMI-2002-AR4 Trust 424B5 Prospectus and all applicable Law. As previously explained in ¶22, in order to for the Lanier Mortgage Loan to be transferred to the SAMI-2002-AR4 Trust, a chain of negotiations needed to occur. A direct transfer from the Original Lender, Southstar Funding LLC DBA Capital Home Mortgage, to the Trustee, Bank One, N.A., violates the terms and conditions under the SAMI-2002-AR4 Trust 424B5 Prospectus, under State Trust Law governing the SAMI-2002-AR4 Trust, and is therefore void. These principles were recently confirmed in US District Court and New York Supreme Court and the California Supreme Court:

> "See *Wells Fargo Bank, N.A. v. Erobobo, et al., 2013 WL 1831799 (N.Y. Sup. Ct. April 29, 2013)*. In Erobobo, defendants argued that plaintiff (a REMIC trust) was not the owner of the note because plaintiff obtained the note and mortgage after the trust had closed in violation of the terms of the PSA governing the trust, rendering plaintiff's acquisition of the note void. Id. at *2. The Erobobo court held that under § 7-2.4, any conveyance in contravention of the PSA is void; this meant that acceptance of the note and mortgage by the trustee after the date the trust closed rendered the transfer void. Id at 8. Based on the Erobobo decision and the plain language of N.Y. Est. Powers & Trusts Law § 7-2.4, the Court finds that under New York law, assignment of the Saldivars' Note after the start up day is void ab initio"

55. Furthermore, this document purporting to be an "South Carolina Assignment of Mortgage" dated September 20, 2012 is not timely to properly transfer the Lanier Note and Mortgage to the SAMI-2002-AR4 Trust where it has been shown to be an asset.

> *As stated on page 89 of the Prospectus Supplement (To Prospectus dated October 29, 2002) for the Structured Asset Mortgage Investments Inc. Mortgage Pass-Through Certificates Series 2002-AR4 Trust*
>
> ***ASSIGNMENT OF MORTGAGE LOANS***
>
> *At the time of issuance of the Certificates, SAMI will cause the Mortgage Loans, together with all principal and interest due on or with respect to such Mortgage Loans after the Cut-off Date, to be sold to the Trust. The Mortgage Loans will be identified in a schedule appearing as an exhibit to the Agreement. Such schedule will include information as to the principal balance of each Mortgage Loan as of the Cut-off Date, as well as information including, among*

other things, the Mortgage Rate, the Net Rate, the Monthly Payment, the maturity date of each Mortgage Note, the Servicing Fee and the Loan-to-Value Ratio.

In addition, SAMI will deposit with the Trustee, with respect to each Mortgage Loan, the original Mortgage Note, endorsed without recourse to the order of the Trustee and showing to the extent available to SAMI an unbroken chain of endorsements from the original payee thereof to the person endorsing it to the Trustee; the original Mortgage which shall have been recorded, with evidence of such recording indicated thereon; the assignment (which may be in the form of a blanket assignment) to the Trustee of the Mortgage, with evidence of recording with respect to each Mortgage Loan in the name of the Trustee thereon; all intervening assignments of the Mortgage to SAMI, if any, with evidence of recording thereon; the original or a copy of the policy or certificate of primary mortgage guaranty insurance, if any; and originals of all assumption and modification agreements. Notwithstanding the foregoing, SAMI will not be required to deliver assignments of the Mortgage with evidence of recording thereon if the Mortgaged Properties relating thereto are located in a jurisdiction in which, based on an opinion of counsel delivered by SAMI to the Trustee, such recordation is not necessary to protect the interests of the Certificateholders in the related Mortgage Loans. The documents delivered to the Trustee with respect to each Mortgage Loan are referred to collectively as the "Mortgage File." SAMI will cause the Mortgage and intervening assignments, if any, and the assignment of the Mortgage to be recorded not later than 180 days after the Closing Date.

The Trustee will review each item of the Mortgage File within 45 days of the Closing Date (and will review each document permitted to be delivered to the Trustee after the Closing Date, if received by the Trustee after the initial 45-day period, promptly after its delivery to the Trustee). If, as a result of its review, the Trustee determines that any document is missing, does not appear regular on its face, or appears to be unrelated to the Mortgage Loans identified in the Mortgage Loan Schedules (a "Material Defect"), the Trustee shall notify the Mortgage Loan Seller of such Material Defect. The Mortgage Loan Seller shall correct or cure any such Material Defect within 90 days from the date of notice from the Trustee of the Material Defect, and, if the Mortgage Loan Seller does not correct or cure such Material Defect within such period and such defect materially and adversely affects the interests of the Certificateholders in the related Mortgage Loan, the Mortgage Loan Seller will, within 90 days of the date of notice, provide the Trustee with a substitute Mortgage Loan (if within two years of the Closing Date) or purchase the related Mortgage Loan at the applicable Repurchase Price.

The Trustee also will review the Mortgage Files within 180 days of the Closing Date. If the Trustee discovers a Material Defect, the Trustee shall notify the Mortgage Loan Seller of such Material Defect. The Mortgage Loan Seller shall correct or cure any such Material Defect within 90 days from the date of notice from the Trustee of the Material Defect, and, if the Mortgage Loan Seller does not correct or cure such Material Defect within such period and such defect materially and adversely affects the interests of the Certificateholders in the

related Mortgage Loan, the Mortgage Loan Seller will, within 90 days of the date of notice, provide the Trustee with a substitute Mortgage Loan (if within two years of the Closing Date) or purchase the related Mortgage Loan at the applicable Repurchase Price.

56. The closing date for the SAMI-2002-AR4 Trust was October 31, 2002. What this means is that the SAMI-2002-AR4 Trust is unable to have any other assets put into the SAMI-2002-AR4 Trust after the October 31, 2002 closing date.

57. In view of the foregoing, all assignments executed after the SAMI-2002-AR4 Trust's closing date are void for the reason that all assignments into the Trust after October 31, 2002 violate the express terms of the SAMI-2002-AR4 Trust 424B5 Prospectus. All assignments of Mortgages/Deeds of Trust and or indorsements of notes executed after the SAMI-2002-AR4 closing date are void.

58. The Prospectus Supplement (To Prospectus dated October 29, 2002) for the SAMI-2002-AR4 Trust provides that any attempted or purported transfer in violation of these transfer restrictions will be null and void and will vest no rights in any purported transferee. Any transferor or agent to whom the Trustee provides information as to any applicable tax imposed on such transferor or agent may be required to bear the cost of computing or providing such information.

59. There are enormous tax consequences if the document purporting to be an "South Carolina Assignment of Mortgage" dated September 20, 2012, filed in the Official Records of the Lexington County Recorder of Deeds, would be authentic, in that this trust has elected to be a REMIC Trust. According to the Prospectus Supplement, under the heading "Federal Income Tax Consequences", multiple classes of the SAMI-2002-AR4 Trust, that the Lanier Intangible Obligation is owned by, elected to be treated as a REMIC, which provides for pass-through tax treatment of the income generated by the Trust assets:

60. Internal Revenue Code Section 860 regulates the activities and requirements of a REMIC Trust.

According to 26 CFR§ 1.860D-1(c) (2)
Identification of assets. *The formation of the REMIC does not occur until (i) The sponsor identifies the assets of the REMIC, such as through execution an indenture with respect to the asset; and (ii) The REMIC issues the regular and residual interests in the REMIC.*

61. In other words, the REMIC is not officially formed until Structured Asset Mortgage Investments Inc., the Seller of the SAMI-2002-AR4 Trust, identifies and transfers all the specific assets (the specific loans) of the REMIC.

62. The 424B5 Prospectus for the SAMI-2002-AR4 Trust specifically identifies a closing date which is the last day that an asset (loan) can be "identified for inclusion" in the Trust/REMIC. The closing date also serves as the Startup Day for the REMIC. According to Internal Revenue code Section, "All of a REMIC's loans must be acquired on the startup day of the REMIC or within three months thereafter".

As stated on page 315 of the Prospectus Supplement (To Prospectus dated October 29, 2002) for the Structured Asset Mortgage Investments Inc. Mortgage Pass-Through Certificates Series 2002-AR4 Trust:

PROHIBITED TRANSACTIONS.

A REMIC is subject to tax at a rate of 100 percent on any net income it derives from "prohibited transactions

In addition, a tax is imposed on a REMIC equal to 100 percent of the value of certain property contributed to the REMIC after its "startup day." No REMIC in which interests

The document purporting to be an "South Carolina Assignment of Mortgage" dated March 13, 2013 is Invalid as an South Carolina Assignment of Mortgage

63. There is a document purporting to be an "South Carolina Assignment of Mortgage", dated March 13, 2013 but NOT filed in the Official Records of the Lexington County Recorder of Deeds, signed by Talissha Manning as Vice President and notarized March 13, 2013 by Y. K. Wilson, Louisiana Notary Commission #064399, where JPMorgan Chase Bank, N.A. grants, assigns, and transfers to The Bank of New York Mellon FKA The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for SAMI-2002-AR4 all beneficial interest under a Mortgage dated August 02, 2002 and filed in the Official Records of the Lexington County Recorder of Deeds on August 12, 2002 as ins# 2002043080.

64. It was previously explained in ¶47 thru 63 that the document purporting to be an "South Carolina Assignment of Mortgage", dated September 20, 2012, from JPMorgan Chase Bank, N.A. to The Bank of New York Mellon FKA The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for SAMI-2002-AR4, is invalid as an South Carolina Assignment of Mortgage. Similarly, the document purporting to be an "South Carolina Assignment of Mortgage", dated March 13, 2013, from JPMorgan Chase Bank, N.A. to The Bank of New York Mellon FKA The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for SAMI-2002-AR4, can only also be invalid as all the same issues causing invalidity remain uncorrected. Besides that fact, the document purporting to be an "South Carolina Assignment of Mortgage" dated March 13, 2013 can only be invalid as an South Carolina Assignment of Mortgage because of the following issues.

65. It was previously explained in ¶31-46 that the document purporting to be an "Assignment of Mortgage" dated March 04, 2012 assigned no beneficial interest to JPMorgan Chase Bank, N.A. as the document purporting to be an "Assignment of Mortgage" is invalid. Because JPMorgan Chase Bank, N.A. has no beneficial interest in the Lanier Mortgage, the document purporting to be an "South Carolina Assignment of Mortgage" dated March 13, 2013 can only also be invalid. Besides that fact, the document purporting to be an "South Carolina Assignment of Mortgage" dated March 13, 2013 can only be invalid as an South Carolina Assignment of Mortgage because of the following issues.

66. JPMorgan Chase Bank, N.A. was paid a value by The Bank of New York Mellon FKA The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for SAMI-2002-AR4 for the beneficial interest in the Lanier Mortgage. This means the Original Lender, Southstar Funding LLC DBA Capital Home Mortgage, may not be paid good and valuable consideration for its beneficial interest which is recorded in the Official Records of the Lexington County Recorder of Deeds.

67. The value that was paid to JPMorgan Chase Bank, N.A. is certainly not the full and complete value of the Lanier Mortgage. When JPMorgan Chase Bank, N.A. transfers its value of beneficial interest, while ignoring the value held by Southstar Funding LLC DBA Capital Home Mortgage, it purports to transfer less than the entire instrument of the Lanier Mortgage and The Bank of New York Mellon FKA The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for SAMI-2002-AR4 does not become the sole party of interest in the Lanier Mortgage. Someone, being perhaps either Southstar Funding LLC DBA Capital Home Mortgage or JPMorgan Chase Bank, N.A., still maintains their interest which can still be exercised.

68. Most importantly, the Original Lender, Southstar Funding LLC DBA Capital Home Mortgage, gave up all rights to the Lanier Intangible Obligation to multiple classes of the SAMI-2002-AR4 Trust on or before October 31, 2002. Once Southstar Funding LLC DBA Capital Home Mortgage had given up the rights to the Lanier Intangible Obligation, the rights to the Lanier Intangible Obligation were stripped away from the rights to the Lanier Note and the rights to the Lanier Mortgage. Southstar Funding LLC DBA Capital Home Mortgage could transfer beneficial rights to the Lanier Note or Mortgage; however, that beneficial interest would not include rights to the Lanier Intangible Obligation.

69. The consequences of the rights to the Lanier Intangible Obligation being stripped away from the beneficial interests of the Lanier Note and Mortgage are that the Note is without an Intangible Obligation to evidence and the Lanier Mortgage is without an Intangible Obligation to enforce conditions against.

70. In view of the foregoing, the Document purporting to be a "South Carolina Assignment of Mortgage" dated March 13, 2013 can have no validity as it is unlawful attempt to reestablish legal title rights of the Lanier Note and Lanier Mortgage from an entity who has no authority to another entity who can have no authority.

The document purporting to be an "Assignment of Mortgage" dated March 19, 2013 is Invalid as an Assignment of Mortgage

71. There is a document purporting to be an "Assignment of Mortgage", dated March 19, 2013 and filed in the Official Records of the Lexington County Recorder of Deeds on April 01, 2013 as ins# 2013015647, signed by Maria L. Decker as Assistant Secretary and notarized March 19, 2013 by Cheryl A. Arnold, Ohio Notary Commission #NONE, where MERS as Nominee for SouthStar Funding LLC DBA Capital Home Mortgage, its Successors and Assigns grants, assigns, and transfers to The Bank of New York Mellon FKA The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for SAMI-2002-AR4 c/o EMC Mortgage LLC, its Successors and Assigns all beneficial interest under a Mortgage dated August 02, 2002 and filed in the Official Records of the Lexington County Recorder of Deeds on August 12, 2002 as ins# 2002043080.

72. MERS as Nominee for SouthStar Funding LLC DBA Capital Home Mortgage, its Successors and Assigns was paid a value by The Bank of New York Mellon FKA The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for SAMI-2002-AR4 c/o EMC Mortgage LLC, its Successors and Assigns for the

beneficial interest in the Lanier Mortgage. This means the Original Lender, Southstar Funding LLC DBA Capital Home Mortgage, may not be paid good and valuable consideration for its beneficial interest which is recorded in the Official Records of the Lexington County Recorder of Deeds.

73. The value that was paid to MERS as Nominee for SouthStar Funding LLC DBA Capital Home Mortgage, its Successors and Assigns is certainly not the full and complete value of the Lanier Mortgage. When MERS as Nominee for SouthStar Funding LLC DBA Capital Home Mortgage, its Successors and Assigns transfers its value of beneficial interest, while ignoring the value held by Southstar Funding LLC DBA Capital Home Mortgage, it purports to transfer less than the entire instrument of the Lanier Mortgage and The Bank of New York Mellon FKA The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for SAMI-2002-AR4 c/o EMC Mortgage LLC, its Successors and Assigns does not become the sole party of interest in the Lanier Mortgage. Someone, being perhaps either Southstar Funding LLC DBA Capital Home Mortgage or MERS as Nominee for SouthStar Funding LLC DBA Capital Home Mortgage, its Successors and Assigns, still maintains their interest which can still be exercised.

74. Most importantly, the Original Lender, Southstar Funding LLC DBA Capital Home Mortgage, gave up all rights to the Lanier Intangible Obligation to multiple classes of the SAMI-2002-AR4 Trust on or before October 31, 2002. Once Southstar Funding LLC DBA Capital Home Mortgage had given up the rights to the Lanier Intangible Obligation, the rights to the Lanier Intangible Obligation were stripped away from the rights to the Lanier Note and the rights to the Lanier Mortgage. Southstar Funding LLC DBA Capital Home Mortgage could transfer beneficial rights to the Lanier Note or Mortgage; however, that beneficial interest would not include rights to the Lanier Intangible Obligation.

75. The consequences of the rights to the Lanier Intangible Obligation being stripped away from the beneficial interests of the Lanier Note and Mortgage are that the Note is without an Intangible Obligation to evidence and the Lanier Mortgage is without an Intangible Obligation to enforce conditions against.

76. In view of the foregoing, the Document purporting to be an "Assignment of Mortgage", recorded in the Official Records of the Lexington County Recorder of Deeds on April 01, 2013, can have no validity as it is unlawful attempt to reestablish legal title rights of the Lanier Note and Lanier Mortgage from an entity who has no authority to another entity who can have no authority.

The document purporting to be an "Assignment of Mortgage" dated April 24, 2013 is Invalid as an Assignment of Mortgage

77. There is a document purporting to be an "Assignment of Mortgage", dated April 24, 2013 and filed in the Official Records of the Lexington County Recorder of Deeds on May 15, 2013 as ins# 2013023633, signed by Antonio Croom as Vice President and notarized April 24, 2013 by Cheryl A. Arnold, Ohio Notary Commission #NONE, where JPMorgan Chase Bank, N.A. grants, assigns, and transfers to The Bank of New York Mellon FKA The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for SAMI-2002-AR4 c/o EMC Mortgage LLC, its Successors and Assigns all beneficial interest under a Mortgage dated August 02, 2002 and filed in the Official Records of the Lexington County Recorder of Deeds on August 12, 2002 as ins# 2002043080.

78. It was previously explained in ¶47-63 that the document purporting to be an "South Carolina Assignment of Mortgage", dated September 20, 2012, from JPMorgan Chase Bank, N.A. to The Bank of New York Mellon FKA The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for SAMI-2002-AR4, is invalid as an South Carolina Assignment of Mortgage. Similarly, the document purporting to be an "Assignment of Mortgage", dated April 24, 2013, from JPMorgan Chase Bank, N.A. to The Bank of New York Mellon FKA The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for SAMI-2002-AR4 c/o EMC Mortgage LLC, its Successors and Assigns, can only also be invalid as all the same issues causing invalidity remain uncorrected. Besides that fact, the document purporting to be an "Assignment of Mortgage" dated April 24, 2013 can only be invalid as an Assignment of Mortgage because of the following issues.

79. It was previously explained in ¶31-46 that the document purporting to be an "Assignment of Mortgage" dated March 04, 2012 assigned no beneficial interest to JPMorgan Chase Bank, N.A. as the document purporting to be an "Assignment of Mortgage" is invalid. Because JPMorgan Chase Bank, N.A. has no beneficial interest in the Lanier Mortgage, the document purporting to be an "Assignment of Mortgage" dated April 24, 2013 can only also be invalid. Besides that fact, the document purporting to be an "Assignment of Mortgage" dated April 24, 2013 can only be invalid as an Assignment of Mortgage because of the following issues.

80. JPMorgan Chase Bank, N.A. was paid a value by The Bank of New York Mellon FKA The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for SAMI-2002-AR4 c/o EMC Mortgage LLC, its Successors and Assigns for the beneficial interest in the Lanier Mortgage. This means the Original Lender, Southstar Funding LLC DBA Capital Home Mortgage, may not be paid good and valuable consideration for its beneficial interest which is recorded in the Official Records of the Lexington County Recorder of Deeds.

81. The value that was paid to JPMorgan Chase Bank, N.A. is certainly not the full and complete value of the Lanier Mortgage. When JPMorgan Chase Bank, N.A. transfers its value of beneficial interest, while ignoring the value held by Southstar Funding LLC DBA Capital Home Mortgage, it purports to transfer less than the entire instrument of the Lanier Mortgage and The Bank of New York Mellon FKA The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for SAMI-2002-AR4 c/o EMC Mortgage LLC, its Successors and Assigns does not become the sole party of interest in the Lanier Mortgage. Someone, being perhaps either Southstar Funding LLC DBA Capital Home Mortgage or JPMorgan Chase Bank, N.A., still maintains their interest which can still be exercised.

82. Most importantly, the Original Lender, Southstar Funding LLC DBA Capital Home Mortgage, gave up all rights to the Lanier Intangible Obligation to multiple classes of the SAMI-2002-AR4 Trust on or before October 31, 2002. Once Southstar Funding LLC DBA Capital Home Mortgage had given up the rights to the Lanier Intangible Obligation, the rights to the Lanier Intangible Obligation were stripped away from the rights to the Lanier Note and the rights to the Lanier Mortgage. Southstar Funding LLC DBA Capital Home Mortgage could transfer beneficial rights to the Lanier Note or Mortgage; however, that beneficial interest would not include rights to the Lanier Intangible Obligation.

83. The consequences of the rights to the Lanier Intangible Obligation being stripped away from the beneficial interests of the Lanier Note and Mortgage are that the Note is without an Intangible

Obligation to evidence and the Lanier Mortgage is without an Intangible Obligation to enforce conditions against.

84. In view of the foregoing, the Document purporting to be an "Assignment of Mortgage", recorded in the Official Records of the Lexington County Recorder of Deeds on May 15, 2013, can have no validity as it is unlawful attempt to reestablish legal title rights of the Lanier Note and Lanier Mortgage from an entity who has no authority to another entity who can have no authority.

No One Can Claim the Right to Enforce the Lanier Note

85. The Lanier Note has been indorsed by the Original Lender, Southstar Funding LLC DBA Capital Home Mortgage. The incomplete indorsement states "Pay to the Order of Bank One N.A. as Trustee without Recourse". This constitutes a negotiation under *Code 1976 § 36-7-501* concerning negotiable instruments with the intent of Southstar Funding LLC DBA Capital Home Mortgage transferring ownership to Bank One N.A. as Trustee. With Bank One N.A. as Trustee named as Payee, clearly Southstar Funding LLC DBA Capital Home Mortgage has released all interest in the Lanier Note. However Bank One as agent is named but not the principal. According to Agency Principal law until the principal is named there is no relationship and proper negotiation to the trust has not taken place

> *Code 1976 § 36-7-501. Form of negotiation and requirements of "due negotiation".*
> *(1) A negotiable document of title running to the order of a named person is negotiated by his indorsement and delivery. After his indorsement in blank or to bearer any person can negotiate it by delivery alone.*

86. As explained in ¶ 86, an indorsement of the Lanier Note directly from Southstar Funding LLC DBA Capital Home Mortgage to Bank One N.A. as Trustee would be an act in contravention with the governing documents of the SAMI-2002-AR4 Trust and would be void.

87. Beside the fact that the act of an indorsement from Southstar Funding LLC DBA Capital Home Mortgage to Bank One N.A. as Trustee would be void, there is also an issue of enforceability of the Lanier Note through the Lanier Mortgage.

The Terms of the Lanier Mortgage have been Violated and the Lanier Mortgage is Unenforceable

88. Southstar Funding LLC DBA Capital Home Mortgage has released all interest in the Lanier Note to Bank One N.A. as Trustee. The Lanier Mortgage as a contract can only enforce its contractual terms against the obligation evidenced by the Lanier Note.

The Lanier Mortgage is governed by South Carolina State Law. South Carolina State Law and Federal Law recognize and require proper recordation of assignment to transfer ownership of the Lanier Mortgage.

> **From the Lanier Mortgage:**
> *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.*

89. It was previously explained how it is not possible for ownership of the Lanier Mortgage to have been assigned to JPMorgan Chase Bank, N.A..

90. There is a document concerning the Lanier Mortgage recorded in the Official Records of the Lexington County Recorder of Deeds, with Southstar Funding LLC DBA Capital Home Mortgage releasing all rights to the Lanier Mortgage intending that transfer to be to JPMorgan Chase Bank, N.A.. Therefore, Southstar Funding LLC DBA Capital Home Mortgage no longer has any rights to the Lanier Mortgage. Bank One N.A. as Trustee may now claim ownership of the Lanier Mortgage, but that ownership would have nothing to enforce the Lanier Mortgage contractual terms against. The Lanier Mortgage is an unenforceable contract.

91. The Lanier Mortgage is part of the overall Lanier Mortgage Loan Instrument. While supposedly delivering the Lanier Note to Bank One N.A. as Trustee, Southstar Funding LLC DBA Capital Home Mortgage did not deliver the Lanier Mortgage to Bank One N.A. as Trustee. When Southstar Funding LLC DBA Capital Home Mortgage indorsed the Lanier Note to Bank One N.A. as Trustee without assigning the Lanier Mortgage, Southstar Funding LLC DBA Capital Home Mortgage attempted to deliver less than the entire Lanier Mortgage Loan Instrument. By delivering the Lanier Note to Bank One N.A. as Trustee without delivering the Lanier Mortgage, Southstar Funding LLC DBA Capital Home Mortgage was also attempting to deliver the Lanier Note without delivering the rights to enforce.

92. Under *§ 36-3-203(d),* a negotiation of the Lanier Note or a negotiation of the Lanier Loan can not occur without the transfer of the entire interest in the Lanier Note or transfer of the entire interest in the Lanier Loan.

> *§ 36-3-203(d)*
> *If a transferor purports to transfer less than the entire instrument, negotiation of the instrument does not occur. The transferee obtains no rights under this chapter and has only the rights of a partial assignee.*

93. When Southstar Funding LLC DBA Capital Home Mortgage supposedly indorsed the Lanier Note to Bank One N.A. as Trustee without assigning the Lanier Mortgage, Southstar Funding LLC DBA Capital Home Mortgage purported to deliver the Lanier Note without delivering the rights to enforce the Lanier Mortgage. Negotiation of either the Lanier Mortgage or negotiation of the Lanier Note did not occur.

94. Beside the fact that the supposed indorsement did not accomplish a negotiation of the Lanier Note, Southstar Funding LLC DBA Capital Home Mortgage still no longer has an entire interest in the Lanier Note. Southstar Funding LLC DBA Capital Home Mortgage must have an entire interest in the Lanier Note for a negotiation to occur. The intangible interest in the Lanier Note has been transferred to multiple classes of the SAMI-2002-AR4 Trust. Southstar Funding LLC DBA Capital Home Mortgage can no longer claim an entire interest in the Lanier Note. Neither Southstar Funding LLC DBA Capital Home Mortgage nor Bank One N.A. as Trustee can now accomplish a negotiation of the Lanier Note.

95. Interest in the Lanier Mortgage is no longer with Southstar Funding LLC DBA Capital Home Mortgage, yet no one else has any authority to enforce its terms, while the interest in the Lanier Note has been negotiated to Bank One N.A. as Trustee. The Lanier Mortgage is an unenforceable contract, no longer tied to an obligation to enforce its contractual terms over.

96. Under long existing contract law, if the terms of a contract are violated, affecting the conditions under which the Payor is obligated, without the properly evidenced consent of the Payor, that contract is void and cannot be returned to without the consent of the Payor. Even if ownership of the Lanier Note and the Lanier Mortgage could be rejoined, the Lanier Mortgage, as a now unenforceable contract, no longer being tied to an obligation to enforce its contractual terms over, can not be returned to being an enforceable contract without Cathy G. Lanier's consent.

Ownership of the Lanier Intangible Obligation Can Not be Rejoined to Ownership of the Lanier Note or the Lanier Mortgage

97. Multiple classes of the SAMI-2002-AR4 Trust have rights to the Lanier Intangible Obligation. Multiple classes of the SAMI-2002-AR4 Trust were not each and all named as payee on the Lanier Note and do not now have rights to the Lanier Note. For multiple classes of the SAMI-2002-AR4 Trust to gain rights to the Lanier Note, multiple classes of the SAMI-2002-AR4 Trust would each and all have to be named payee.

98. There is no possible way for the Lanier Note to be transferred to each and all multiple class of the SAMI-2002-AR4 Trust for the partial rights to the Lanier Intangible Obligation that each owns. Interest in the Lanier Intangible Obligation and rights to the Lanier Note will remain separate.

99. SAMI-2002-AR4 Trust and its classes, its officers and its agents are prohibited from accepting any assets on behalf of the Trust after October 31, 2002. SAMI-2002-AR4 Trust and its classes, its officers its and agents can longer accept the rights to the Lanier Note. Ownership of the Lanier Note and the rights to the Lanier Intangible Obligation will remain separate.

100. Because the rights to the Lanier Mortgage were separated from the rights to the Lanier Intangible Obligation, and will remain separate, the Lanier Mortgage is left with no way to enforce its conditions over the obligation which should be evidenced by the Lanier Note, making the Lanier Mortgage an unenforceable contract.

With Ownership of the Lanier Intangible Obligation Stripped Away and No Way to Enforce the Conditions Under the Lanier Mortgage, the Lanier Mortgage Contract is a Nullity

101. The ownership of the Lanier Intangible Obligation was separated from the rights to the Lanier Note and the rights to the Lanier Mortgage, leaving the Lanier Note no Intangible Obligation to evidence and the Lanier Mortgage no Intangible Obligation to enforce conditions over.

102. Southstar Funding LLC DBA Capital Home Mortgage retained no beneficial interest in the Lanier Intangible Obligation after selling the Lanier Intangible Obligation to multiple classes of the SAMI-2002-AR4 Trust on or before October 31, 2002. No acceptable assignments of the Lanier Mortgage to each and all multiple class of the SAMI-2002-AR4 Trust have been recorded into the Official Records of the Lexington County Recorder of Deeds. There is no evidence of negotiations of the Lanier Note to each and all multiple class of the SAMI-2002-AR4 Trust. With no properly-recorded owner of the Lanier Mortgage, there is no one to enforce the conditions over the Lanier Intangible Obligation which is no longer evidenced by the Lanier Note. The Lanier Intangible Obligation is no

longer secured by the Lanier Property.

103. Having no specific properly-secured owner of the limited beneficial interest of the Lanier Note, there is no way to enforce the stripped-away Lanier Intangible Obligation through the Lanier Note.

SECTION 4: APPLICABLE EDUCATIONAL MATERIAL

Note: This information may or may not apply to reader's mortgage loan depending on your given documents and the transactions that have or have not taken place.

NY TRUST LAW (EXAMPLE)

NY Estates, Powers and Trust Law § 7-1.18 Trust Asset
Unless an asset is transferred into a lifetime trust, the asset does not become trust property.

NY Estates, Powers and Trust Law § 7-2.4 Trustees Duties
A trustee's act that is contrary to the trust agreement is void.

NY Estates, Powers and Trust Law § 5-1401. Choice of law

1. The parties to any contract, agreement or undertaking, contingent or otherwise, in consideration of, or relating to any obligation arising out of a transaction covering in the aggregate not less than two hundred fifty thousand dollars, including a transaction otherwise covered by subsection one of section 1-105 of the uniform commercial code, may agree that the law of this state shall govern their rights and duties in whole or in part, whether or not such contract, agreement or undertaking bears a reasonable relation to this state. This section shall not apply to any contract, agreement or undertaking (a) for labor or personal services (b) relating to any transaction for personal, family or household services, or (c) to the extent provided to the contrary in subsection two of section 1-105 of the uniform commercial code.

2. Nothing contained in this section shall be construed to limit or deny the enforcement of any provision respecting choice of law in any other contract, agreement or undertaking.

NY Estates, Powers and Trust Law § 5-1402. Choice of forum

1. Notwithstanding any act which limits or affects the right of a person to maintain an action or proceeding, including, but not limited to, paragraph (b) of section thirteen hundred fourteen of the business corporation law and subdivision two of section two hundred-b of the banking law, any person may maintain an action or proceeding against a foreign corporation, non-resident, or foreign state where the action or proceeding arises out of or relates to any contract, agreement or undertaking for which a choice of New York law has been made in whole or in part pursuant to section 5-1401 and which (a) is a contract, agreement or undertaking, contingent or otherwise, in consideration of, or relating to any obligation arising out of a transaction covering in the aggregate, not less than one million dollars, and (b) which contains a provision or provisions whereby such foreign corporation or non-resident agrees to submit to the jurisdiction of the courts of this state.

2. Nothing contained in this section shall be construed to affect the enforcement of any provision respecting choice of forum in any other contract, agreement or undertaking.

INFORMATION ON INDORSEMENT

Uniform Commercial Code or Reader's State Equivalent

§ 3-204. INDORSEMENT

(a) "Indorsement" means a signature, other than that of a signer as maker, drawer, or acceptor, that alone or accompanied by other words is made on an instrument for the purpose of (i) negotiating the instrument, (ii) restricting payment of the instrument, or (iii) incurring indorser's liability on the instrument, but regardless of the intent of the signer, a signature and its accompanying words is an indorsement unless the accompanying words, terms of the instrument, place of the signature, or other circumstances unambiguously indicate that the signature was made for a purpose other than indorsement. For the purpose of determining whether a signature is made on an instrument, a paper affixed to the instrument is a part of the instrument.

§ 3-205. SPECIAL INDORSEMENT; BLANK INDORSEMENT; ANOMALOUS INDORSEMENT

(a) If an indorsement is made by the holder of an instrument, whether payable to an identified person or payable to bearer and the indorsement identifies a person to whom it makes the instrument payable, it is a "special indorsement." When specially indorsed, an instrument becomes payable to the identified person and may be negotiated only by the indorsement of that person. The principles stated in Section 3-110 apply to special indorsements.

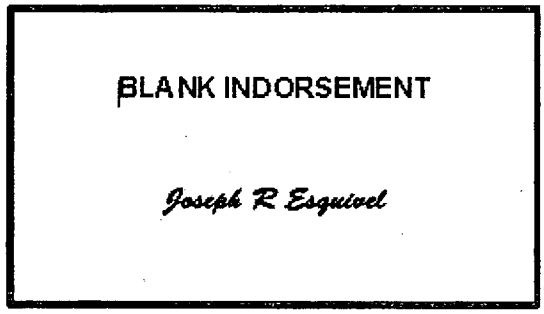
(b) If an indorsement is made by the holder of an instrument and it is not a special indorsement, it is a "blank indorsement." When indorsed in blank, an instrument becomes payable to bearer and may be negotiated by transfer of possession alone until specially indorsed.

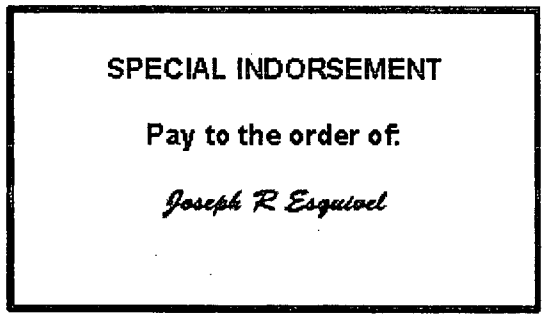
(c) The holder may convert a blank indorsement that consists only of a signature into a special indorsement by writing, above the signature of the indorser, words identifying the person to whom the instrument is made payable.

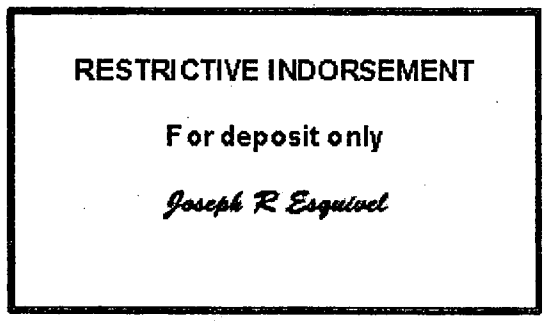
(d) "Anomalous indorsement" means an indorsement made by a person who is not the holder of the instrument. An anomalous indorsement does not affect the manner in which the instrument may be negotiated.

SECTION 4: APPLICABLE EDUCATIONAL MATERIAL (CONT'D)

TYPES OF INDORSEMENT







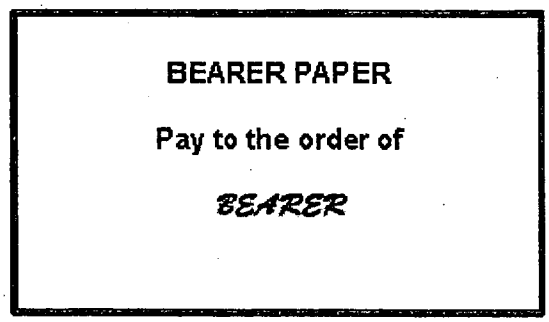


Exhibit C

CATHY G. LANIER

Real Property Located:
172 BELLE CHASE DRIVE
LEXINGTON, SC
29072

AFFIDAVIT OF WILLIAM McCAFFREY

I William McCaffrey, declare as follows:

I am over the age of 18 years and qualified to make this AFFIDAVIT and a resident of the State of Arizona and make this affidavit based on my own personal knowledge and research. I have no direct or indirect interest in the outcome of the case at bar for which I offer my observations, analysis, opinions and testimony. My experience in the banking industry encompasses over three decades of service for federally insured institutions including ten years with my previous organization, Indy Mac Bank FSB, as Business Development Manager. Currently I am Consulting for Housing Mortgage Consultants Inc.

I have personal knowledge and experience to render opinions in the topic areas related to the securitization of mortgage loans, derivative securities, the securities industry, Uniform Commercial Code practices, predatory lending practices, Truth in Lending Act requirements, loan origination and underwriting, accounting in the context of securitization and pooling and servicing of securitized loans, assignment and assumption of securitized loans, creation of trusts under deeds of trust, pooling and agreements, and issuance of asset backed securities, specifically mortgage-backed securities by special purpose vehicles in which an entity is named as trustee for holders of certificates of mortgage backed securities.

I have experience in the economics of securitized residential mortgages during the period of 2001-2008, appraisal fraud, and its effect on annual percentage rate ("APR") disclosure, usury, exceeding the legal limit for interest charged, foreclosure of securitized and non-securitized residential mortgages. I have been qualified to testify in Superior Court, United States District Court, and United States Bankruptcy Court.

In the past few years, I have served as Expert Witness in numerous civil cases and have testified at trial in Federal and Superior Courts including California, Nevada, Arizona, Texas, New Mexico, and South Carolina. Some of the Superior Court Cases include *Marshall and Isley Bank v. Izzo, Slikker v. Kondaur, Brokalakis v. National City Mortgage, and Wells Fargo Bank v. Dutson.* Superior Court Judges' Ronan, Garcia, and Budoff, US Bankruptcy Judges Markell and Reigle, as well as Commissioners' Davis, Ellis, and Hamner have affirmed my testimony.

Using software which permits investors and licensed users to access "named trust-entities" which are corporate/trust documents filed with the Securities and Exchange Commission, I can find each Mortgage Note held by this named trust-entity, and can verify its status and have the knowledge and experience to perform these searches with accuracy. I am also an experienced securitization analyst and submit this affidavit having first hand knowledge of the following facts:

AUGUST 2, 2002 subject note is generated in the amount of $582,250.00 stating "lender" as SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTAGE ("SOUTHSTAR"). A mortgage was then recorded having a Mortgage Identification Number ("MIN") of 1001908-3610016002-2 for subject property located at 172 BELLE CHASE DRIVE, LEXINGTON, SC, 29072.

According to my research findings, the subject loan was then securitized by SOUTHSTAR and placed into a Structured Asset Mortgage Investments, Inc., Mortgage Pass-Through Certificates, Series 2002-AR4 Trust (EXHIBIT A) This trust was initially intended to be a Real Estate Mortgage Conduit ("REMIC") within the meaning of section 860D of the Internal Revenue Code ("The Code") per the trust agreement, which governs the rules of the subject trust.

The REMIC's purpose was intended to do away with double taxation by not taxing at the entity level. This change automatically boosted yields over other securities

that would otherwise be taxed. To obtain REMIC classification, a trust must satisfy the TIMING requirement stating within three months after the trust's startup date substantially all of its assets must be assigned to the trust and qualified mortgages.

The Lanier Mortgage does not comply. Recorded assignments (EXHIBIT B) are dated 2012 or 2013. Suspect entities JPMorgan Chase ("Chase") and Mortgage Electronic Registration Systems ("MERS") recorded subject assignments over 10 years late. The failure of Chase and MERS to properly transfer the Lanier mortgage note cause the trust to fail the timing prerequisite to qualify for REMIC status, consequently what they do legally own does not appear to be secured by interests in real property.

Further disturbing is letter from US Bank National Association ("US Bank") dated November 14, 2012 from Michael D. Bengtson, Assistant Vice President of US Bank stating the Lanier mortgage in an entirely different location named Asset Backed Pass Through Certificate Series 2006-WMC1 Trust (EXHIBIT C).

The only potential party to foreclosure where the alleged financial injury and right to collect the obligation, enforce the note or enforce the security instrument is either a party who lost money or stands to lose money, or authorized representative demonstrating authority and answerable to claims, affirmative defenses and counterclaims of borrowers for such causes of action or defenses as might be applicable. JP Morgan Chase Bank, NA nor any of its purported successors or trustees, fit any of these descriptions.

All facts and statements made in this affidavit are true according to my research and knowledge and opinions are based on decades of my relevant experience within the banking industry. I have no direct or indirect interest in the outcome of the case for which I offer my observations, analysis, opinions and testimony.

FURTHER AFFIANT SAYETH NAUGHT.

William McCaffrey

SWORN TO AND SUBSCRIBED before me, the undersigned notary public, this 8 day of April 2014.

Notary Public

My commission expires: 10-23-15

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
AARON ARGANDONA
My Commission Expires October 23, 2015

PRIVATE LABEL MORTGAGE SECURITIZATION STRUCTURE

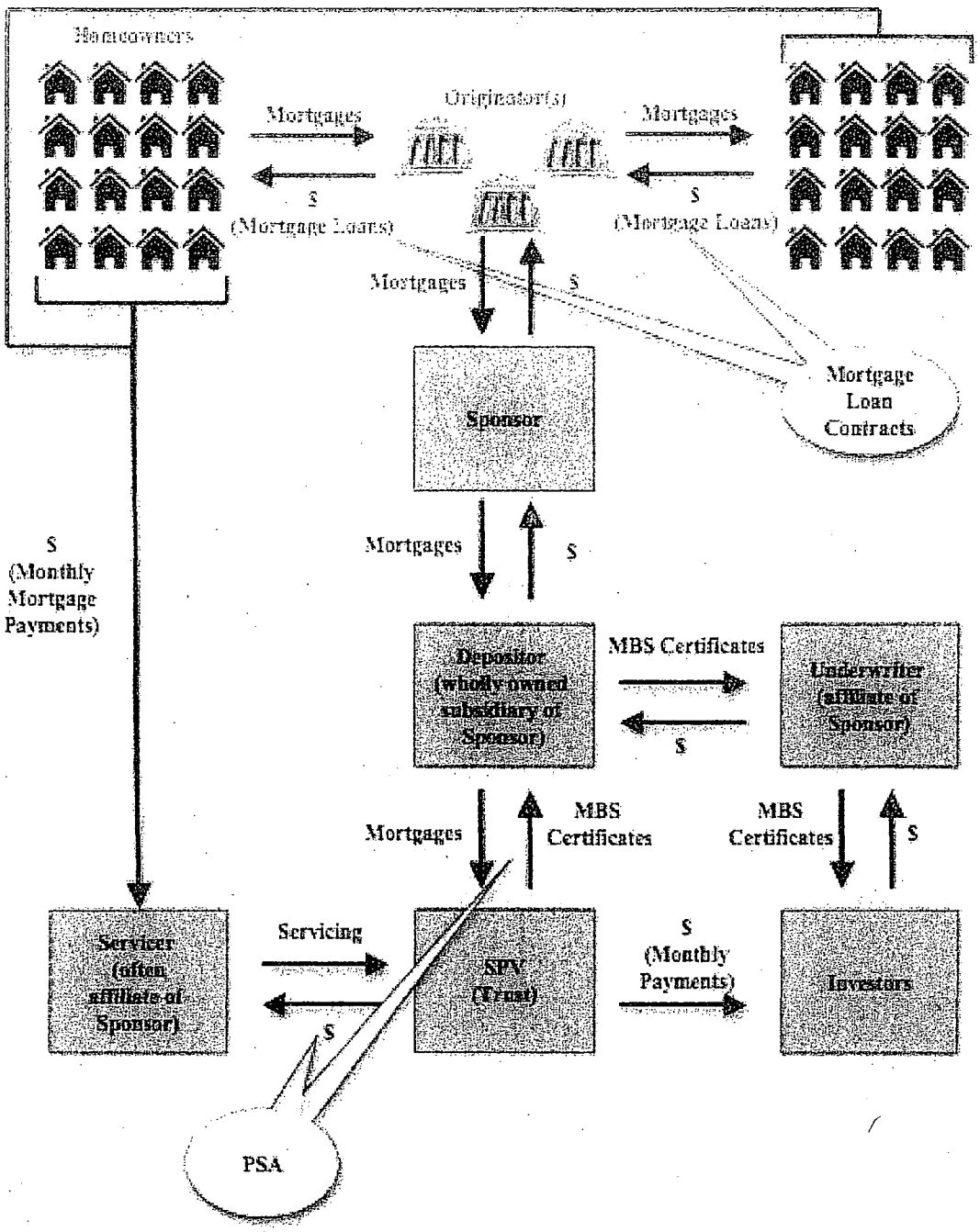


EXHIBIT A

PROSPECTUS SUPPLEMENT
(To Prospectus dated October 29, 2002)

$494,500,100
(Approximate)

Structured Asset Mortgage Investments Inc.
Seller

Wells Fargo Bank Minnesota, National Association
Master Servicer and Securities Administrator

Structured Asset Mortgage Investments Trust 2002-AR4
Issuer

Mortgage Pass-Through Certificates, Series 2002-AR4

The Seller will form Structured Asset Mortgage Investments Trust 2002-AR4, and the trust will issue the certificates which will represent the entire beneficial interest in the trust. The assets of the trust will be primarily a pool of adjustable rate mortgage loans secured by first liens on one- to four-family residential properties. Cashflow from the mortgage loans and certain other proceeds from the mortgage loans will pay the classes of related certificates. Only the certificates identified below are offered hereby.

Consider carefully the risk factors beginning on page S16 of this prospectus supplement and on page 2 of the prospectus before purchasing any Certificates.

The certificates are obligations only of the trust. Neither the certificates nor the mortgage loans are insured or guaranteed by any person, except as described herein. Distributions on the certificates will be payable solely from the assets transferred to the trust for the benefit of certificateholders.

Neither the Securities and Exchange Commission nor any state securities commission has approved the certificates or determined if this prospectus supplement or the prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

The Attorney General of the State of New York has not passed on or endorsed the merits of this offering. Any representation to the contrary is unlawful.

$457,500,000	Variable Rate[1]	Class A-1 Certificates	$ 50	Variable Rate[1]	Class R-II Certificates
$494,500,000[3]	Variable Rate[1]	Class X Certificates	$ 7,000,000	Variable Rate[1]	Class B-1 Certificates[4]
$ 22,250,000	Variable Rate[1]	Class A-2 Certificates [2]	$ 4,750,000	Variable Rate[1]	Class B-2 Certificates [4]
$ 50	Variable Rate[1]	Class R-I Certificates	$ 3,000,000	Variable Rate[1]	Class B-3 Certificates [4]

(1) As described on pages S-4 through S-6 in this prospectus supplement.
(2) This class is a senior mezzanine certificate.
(3) Notional Amount.
(4) This class is a subordinate certificate.

Bear, Stearns & Co. Inc., as the underwriter, will offer the certificates set forth above, subject to certain conditions, from time to time in negotiated transactions at varying prices to be determined at the time of sale. See "Method of Distribution" herein.

The Underwriter will deliver to purchasers the Class R Certificates in physical form, and the remaining certificates set forth above in book-entry form through The Depository Trust Company, in each case on or about October 31, 2002.

Bear, Stearns & Co. Inc.

The date of this prospectus supplement is October 29, 2002.

IMPORTANT NOTICE ABOUT INFORMATION PRESENTED IN THIS PROSPECTUS SUPPLEMENT AND THE ACCOMPANYING PROSPECTUS

The Issuer provides information to you about the certificates in two separate documents that progressively provide more detail: (a) the accompanying prospectus, which provides general information, some of which may not apply to your certificates; and (b) this prospectus supplement, which describes the specific terms of your certificates.

If the terms of your certificates vary between this prospectus supplement and the accompanying prospectus, you should rely on the information in this prospectus supplement.

The Issuer includes cross-references in this prospectus supplement and the accompanying prospectus to captions in these materials where you can find further related discussions. The preceding table of contents provides the pages on which these captions are located.

The Issuer may have filed preliminary information regarding the trust's assets and the certificates with the SEC. If so, the information contained in this document supersedes all of that preliminary information, which was prepared by the underwriter for prospective investors.

Statements contained herein which do not relate to historic or current information may be deemed to contain forward looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended. Actual results could differ materially from those contained in those statements.

The Seller's principal offices are located at 383 Madison Avenue, New York, New York 10179 and its telephone number is (212) 272-2000.

- The Class X Certificates will bear interest at a variable pass-through rate equal to the greater of (i) zero and (ii) the excess of (x) the weighted average of the net rates of the mortgage loans over (y) the weighted average of the pass-through rates on the Class A-1, Class A-2, Class B-1, Class B-2 and Class B-3 certificates, based on a notional amount equal to the aggregate current principal amount of the Class A-1, Class A-2, Class B-1, Class B-2 and Class B3 certificates.

The pass-through rate with respect to the first interest accrual period is expected to be approximately 1.219% per annum, which excludes the additional payment to be made to the Class X Certificates on the first distribution date as described in this prospectus supplement. The amount of interest payable to the Class X Certificates will be reduced by any amounts necessary to fund the Carryover Shortfall Reserve Fund (as defined herein) to pay any Carryover Shortfall Amount to the Class A-1, Class A-2, Class B-1, Class B-2 and Class B-3 certificates on the related distribution date.

- The Class A-2 Certificates will bear interest at a variable pass-through rate equal to the least of (i) One-Month LIBOR plus a margin initially equal to 0.55%, (ii) 11.00% per annum and (iii) the weighted average of the net rates of the mortgage loans. On the first distribution date following the first possible optional termination date, the related margin will increase to 0.825%. The pass-through rate with respect to the first interest accrual period is expected to be approximately 2.38% per annum.

- The Class B-1 Certificates will bear interest at a variable pass-through rate equal to the least of (i) One-Month LIBOR plus a margin initially equal to 0.85%, (ii) 11.00% per annum and (iii) the weighted average of the net rates of the mortgage loans. On the first distribution date following the first possible optional termination date, the related margin will increase to 1.275%. The pass-through rate with respect to the first interest accrual period is expected to be approximately 2.68% per annum.

- The Class B-2 Certificates and Class B-3 Certificates will bear interest at a variable pass-through rate equal to the least of (i) One-Month LIBOR plus a margin initially equal to 1.00%, (ii) 11.00% per annum and (iii) the weighted average of the net rates of the mortgage loans. On the first distribution date following the first possible optional termination date, the related margin will increase to 1.50%. The pass-through rate with respect to the first interest accrual period is expected to be approximately 2.83% per annum.

Other Certificates ..... The Trust also will issue the following classes of "Other Certificates," in the indicated approximate original principal amounts, which, in the case of the Class B-4, Class B-5 and Class B-6 Certificates, will provide credit support to the offered

Distribution Dates	The 19th day of each month, or if such day is not a business day, then the next succeeding business day, beginning in November 2002.
Record Date	With respect to the certificates, other than the adjustable rate certificates, the close of business on the last business day of the month preceding the month in which the related distribution date occurs. With respect to the adjustable rate certificates, the 18th day of the month of that distribution date.
Interest Accrual Period	With respect to the certificates, other than the adjustable rate certificates, the calendar month preceding the month in which the distribution date occurs, beginning in October 2002. With respect to the adjustable rate certificates, the period commencing on the 19th day of the preceding calendar month (or in the case of the first distribution date, the closing date), to the 18th day of the month of that distribution date, beginning in October 2002.
Pre-Funding Account	On the closing date, the Seller will pay to the Trustee $75,537,337 (the "Pre-Funded Amount"), which will be held by the Trustee in an account (the "Pre-Funding Account"). From the closing date up to and including January 29, 2003 (the "Pre-Funding Period"), the Seller may sell and the Trustee will be obligated to purchase, on behalf of the trust, subsequent mortgage loans to be included in the mortgage pool; provided that such subsequent mortgage loans satisfy the requirements described in "Description of the Mortgage Loans – Conveyance of the Subsequent Mortgage Loans and the Pre-Funding Account". The amount on deposit in the Pre-Funding Account will be reduced by the amount thereof used to purchase such subsequent mortgage loans during the Pre-Funding Period. Any amounts remaining in the Pre-Funding Account after January 29, 2003 will be distributed on the next distribution date to the Class A-1 Certificates. Although it is intended that the principal amount of subsequent mortgage loans sold to the trust will require application of substantially all of the amount deposited into the Pre-Funding Account on the closing date and it is not currently anticipated that there will be any material principal payments from amounts remaining on deposit in the Pre-Funding Account, no assurance can be given that such distributions will not occur on the distribution date immediately following the termination of the Pre-Funding Period. In any event, it is unlikely that the Seller will be able to deliver subsequent mortgage loans with aggregate principal balances that exactly equal the amount deposited into the Pre-Funding Account on the closing date.
Interest Coverage Account	On the closing date, the Seller will pay to the Trustee for deposit in an interest coverage account, an amount which will be applied by the Trustee to cover shortfalls in the amount of interest generated by the mortgage loans attributable to the pre-funding feature. Any amounts remaining in the Interest Coverage Account after January 29, 2003 will be distributed on the next distribution date to the Seller or its designee.
Carryover Shortfall Amount	To the extent the related weighted average net rate is paid to the Class A-1, Class A-2, Class B-1, Class B-2 or Class B-3

	Mortgage Loans
Weighted Average Original Loan-to-Value Ratio[1]	76.99%
Top 3 Locations of Mortgage Property	GA - 51.45% FL - 24.15% OH - 4.61%
Weighted Average Gross Margin	2.034%
Weighted Average Cap at First Interest Adjustment Date	None
Weighted Average Periodic Cap	None
Weighted Average Maximum Lifetime Mortgage Rate	12.000%
Weighted Average Months to First Interest Adjustment Date[2]	4

(1) Loan-to-value ratios are calculated by taking the principal balance of the mortgage loan at origination and dividing it by the lesser of the original appraised value and the sales price of the property for purchase mortgage loans and by the original appraised value for refinance mortgage loans.

(2) Months to next rate adjustment is calculated by using the first rate adjustment date for mortgage loans still in the hybrid period and by using next rate adjustment for mortgage loans that are fully indexed.

Distributions on the Certificates ..... *General*. The issuer will make distributions with respect to each class of certificates primarily from certain collections and other recoveries on the mortgage loans. On each distribution date with respect to either payments of interest or principal: (1) the senior certificates will be entitled to receive all amounts distributable to them for such distribution date before any distributions are made to the senior mezzanine certificates and the subordinate certificates on such date, (2) the senior mezzanine certificates will be entitled to receive all amounts distributable to them for such distribution date before any distributions are made to the subordinate certificates on such date and (3) the subordinate certificates of each class will be entitled to receive all amounts distributable to them for such distribution date before any distributions are made on such date on any class of subordinate certificates with a higher numerical class designation.

The servicer will collect monthly payments of principal and interest on the mortgage loans and will be obligated to make advances of delinquent monthly principal and interest payments under the circumstances described herein. After retaining servicing fees due to it and amounts that reimburse it for reimbursable expenses and advances, the servicer will remit such collections and any required delinquency advances to the trustee on the 18th day of the month or the preceding business day. The master servicer will be obligated to make any required delinquency advances if the servicer fails in its obligation to do so, to the extent provided in the Agreement. The master servicer will remit such delinquency advance to the trustee on the business day prior to the distribution date. The master servicer

- $1/12^{th}$

  multiplied by

- the applicable pass-through rate for such class set forth in this prospectus supplement

  multiplied by

- the current principal amount or notional amount of such class immediately prior to such distribution date.

You will also be entitled to receive any previously accrued and unpaid interest on such classes.

Shortfalls of interest incurred on the mortgage loans may reduce interest distributions. The servicer will make up certain interest shortfalls as a result of prepayments in full and in part with compensating interest payments from its servicing fee. Interest will generally be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Principal distributions on certificates entitled to principal distributions will be allocated among the various classes of certificates as more fully described under "Description of the Certificates—Distributions on the Certificates" in this prospectus supplement. Not all classes of offered certificates will receive principal on each distribution date.

Credit Enhancement — General ..... The subordinate certificates will provide credit enhancement for the senior mezzanine certificates and the senior certificates. The senior mezzanine certificates will provide credit enhancement for the senior certificates. Each class of subordinate certificates with a higher numerical class designation will provide credit enhancement for each class of certificates with a lower numerical class designation.

Credit Enhancement — Subordination; Allocation of Losses ..... The issuer will make distributions to senior certificates prior to distributions to the senior mezzanine certificates and the subordinate certificates. The issuer will make distributions to the senior mezzanine certificates prior to distributions to the subordinate certificates. The issuer will make distributions as among the subordinate certificates, to such classes in numerical order.

So long as the subordinate certificates are outstanding, the issuer will allocate losses on the mortgage loans first to the subordinate certificates, in reverse numerical order beginning with the class with the highest numerical designation. After the aggregate principal balance of the subordinate certificates is reduced to zero, the issuer will allocate losses on the mortgage loans to the senior mezzanine certificates, and then to the senior certificates.

Also, after the aggregate principal balance of the senior certificates is reduced to zero, the issuer will allocate the entire amount of any prepayments and certain other unscheduled recoveries of principal to the senior mezzanine certificates unless certain loss and delinquency tests are satisfied. This will accelerate the amortization of the senior mezzanine certificates while, in the absence of loss in respect of the mortgage loans, increasing the percentage interest in the principal balance of the mortgage loans the subordinate certificates evidence.

Additional information about these matters appears under the captions "Description of the Certificates–Distributions on the Certificates," "–Allocation of Losses; Subordination" and "–Subordination" in this prospectus supplement.

Monthly Advances ..... The servicer will be obligated to advance delinquent scheduled payments of principal and interest on the mortgage loans under the circumstances described in this prospectus supplement.

Yield and Prepayment Considerations ..... The following will affect the yield to maturity of each class of certificates:

- the amount and timing of principal payments on the mortgage loans,
- the allocation of available funds to such class of certificates,
- the applicable pass-through rate for such class of certificates,
- the purchase price paid for such class of certificates, and
- losses and net interest shortfalls allocated to such class of certificates.

The interaction of the foregoing factors may have different effects on the various classes of certificates. The effects on any class may vary at different times during the life of such class. No one can currently determine the actual rate of prepayments on the mortgage loans, the amount and timing of losses or net interest shortfalls or the yield to maturity of any certificates. You should consider your own estimates as to the anticipated rate of future prepayments on the mortgage loans and the suitability of the Certificates to your investment objectives. You should carefully review the discussions under "Yield and Prepayment Considerations" in this prospectus supplement and in the prospectus.

Liquidity ..... There is currently no secondary market for the certificates, and you cannot be assured that one will develop. Bear, Stearns & Co. Inc. intends to establish a market in the offered certificates, but it is not obligated to do so. Even if such a market is established, it may not continue. Each certificateholder will receive monthly

Sales of the Residual Certificates to such plans or retirement accounts are prohibited, except as permitted under "ERISA Considerations" in this prospectus supplement.

Restrictions on Purchase and Transfer of the Residual Certificates ..... If you wish to purchase or subsequently transfer a Residual Certificate, you must obtain the consent of the seller and you may not be, or transfer to, a "disqualified organization" or a person who is not a "United States person" under the Code.

Rating ..... The issuer will issue the offered certificates only if the respective classes receive at least the ratings set forth below from Moody's Investors Service, Inc. and Standard & Poor's Ratings Service, a division of The McGraw Hill Companies, Inc. Moody's and Standard & Poor's are referred to herein as the "Rating Agencies."

Class	Rating	
	Moody's	Standard & Poor's
Class A-1	Aaa	AAA
Class X	Aaa	AAA
Class A-2	Aaa	--
Class R-I	--	AAA
Class R-II	--	AAA
Class B-1	Aa2	--
Class B-2	A2	--
Class B-3	Baa2	--

You should evaluate the ratings of the offered certificates of any class independently from similar ratings on other types of securities. A rating is not a recommendation to buy, sell or hold securities. The rating agencies may revise or withdraw ratings at any time.

Legal Investment

The Class A-1 Certificates, the senior mezzanine certificates and the Class B-1 Certificates will constitute "mortgage related securities" for purposes of the Secondary Mortgage Market Enhancement Act of 1984 so long as a nationally recognized statistical rating organization rates such certificates in one of the two highest rating categories. It is not anticipated that the remaining classes of certificates will constitute "mortgage related securities" under the Secondary Mortgage Market Enhancement Act of 1984.

If your investment activities are subject to legal investment laws and regulations or to review by certain regulatory authorities, you should consult your own legal advisors to determine whether and to what extent there may be restrictions on your ability to invest in the certificates.

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To the Extent Amounts on Deposit in the Pre-Funding Account Are Not Used, There May Be a Mandatory Prepayment on the Certificates

To the extent that the amount on deposit in the pre-funding account has not been fully applied to the purchase of subsequent mortgage loans on or before January 29, 2003, the holders of the Class A-1 Certificates will receive on the distribution date immediately following January 29, 2003, the amounts in the pre-funding account after giving effect to any purchase of subsequent mortgage loans. Although no assurance can be given, the Seller intends that the principal amount of subsequent mortgage loans sold to the trustee will require the application of substantially all amounts on deposit in the pre-funding account and that there will be no material principal payment to the holders of the Class A-1 Certificates on such distribution date.

Some of the Certificates Are Subject to Special Risks.

Certain of the Certificates are subject to special risks, described as follows:

- Because the Notional Amount of Class X Certificates will be based upon the aggregate Current Principal Amount of the Class A-1, Class A-2, Class B-1, Class B-2 and Class B-3 Certificates, the yield on the Class X Certificates will be sensitive to the rate and timing of principal payments of the mortgage loans, to the extent these payments are allocated to the Class A-1, Class A-2, Class B-1, Class B-2 and Class B-3 Certificates. A rapid rate of principal payments on the mortgage loans will have a materially negative effect on the yield to investors in the Class X Certificates. Investors should fully consider the associated risks, including the risk that a rapid rate of principal payments could result in the failure of investors in the Class X Certificates to recover fully their initial investments. In addition, holders of the Class X Certificates in most cases have rights to relatively larger portions of interest payments on mortgage loans with higher mortgage rates; thus, the yield to investors will be materially adversely affected to a greater extent than on the other offered certificates if the mortgage loans with higher mortgage rates prepay faster than the mortgage loans with lower mortgage rates.

- Amounts payable to the Class X Certificates may be used to cover any basis risk shortfalls as a result of the pass-through rate on the Class A-1, Class A-2, Class B-1, Class B-2 and Class B-3 Certificates being limited to the weighted average net rate on the mortgage loans. As a result, any of these shortfalls may result in reduced distributions on the Class X Certificates.

- To the extent the related weighted average net rate is paid to the Class A-1, Class A-2, Class B-1, Class B-2 or Class B-3 Certificates, an interest shortfall will be created with respect to such Certificates that will carry forward with interest thereon. These shortfalls may remain unpaid on the optional termination date or the final distribution date.

- Holders of the Residual Certificates are entitled to receive distributions of principal and interest as described herein, but the holders of the Residual Certificates are not expected to receive any distributions after the first distribution date. In addition, holders of the Residual Certificates may have tax liabilities with respect to their certificates during the early years of the REMIC that substantially exceed the principal and interest payable thereon.

The Recording of Mortgages in the Name of MERS May Affect the Yield on the Offered Certificates.

The mortgages or assignments of mortgage for some of the mortgage loans have been or may be recorded in the name of Mortgage Electronic Registration Systems, Inc., or MERS, solely as nominee for the related originator and its successors and assigns. Subsequent assignments of those mortgages are registered electronically through the MERS® System. However, if MERS discontinues the MERS® System and it becomes necessary to record an assignment of the mortgage to the trustee, then any related expenses will be paid by the trust and will reduce the amount available to pay principal of and interest on the outstanding class or classes of certificates with the lowest payment priorities.

DESCRIPTION OF THE MORTGAGE LOANS

The Mortgage Pool will consist of approximately 1,467 mortgage loans which will be conveyed to the Trust on the Closing Date (the "Initial Mortgage Loans") and any subsequent mortgage loans (the "Subsequent Mortgage Loans") that are acquired by the Trust during the Pre-Funding Period with amounts on deposit in the Pre-Funding Account. The Initial Mortgage Loans will have an approximate aggregate unpaid principal balance as of the Cut-off Date of $424,462,763. The Mortgage Pool consists of Mortgage Loans which are first lien adjustable-rate mortgages secured by one- to four-family residences and individual condominium units and having original terms to maturity of 30 years or less.

All of the Initial Mortgage Loans will be acquired by the Seller on the date of issuance of the Certificates from the Mortgage Loan Seller, an affiliate of the Seller and Bear, Stearns & Co. Inc. (the "Underwriter"), pursuant to the Mortgage Loan Purchase Agreement. The Mortgage Loan Seller acquired the Mortgage Loans from HomeBanc Mortgage Corporation ("HomeBanc"), BancMortgage Financial Corp. ("BancMortgage"), and SouthStar Funding, LLC or HomeStar Mortgage Services, LLC, an affiliate of SouthStar Funding, LLC (collectively, "SouthStar").

The Initial Mortgage Loans are being serviced as described below under "The Master Servicer." The Initial Mortgage Loans were originated in accordance with the guidelines described in "Mortgage Loan Origination" below.

The following paragraphs and the tables set forth in Schedule A set forth additional information with respect to the Initial Mortgage Loans in the Mortgage Pool.[1]

The "Net Rate" for each Mortgage Loan is the Mortgage Rate less the related Servicing Fee Rate (as defined herein) attributable thereto. For any Distribution Date, the "Due Date" for a Mortgage Loan will be the date in each month on which its Monthly Payment (as defined under "Description of the Certificates—Distributions of Principal" herein) is due if such due date is the first day of a month and otherwise is deemed to be the first day of the following month or such other date specified in the Servicing Agreement.

The "Scheduled Principal Balance" of a Mortgage Loan with respect to a Distribution Date is (i) the unpaid principal balance of such Mortgage Loan as of the close of business on the related Due Date (i.e., taking account of the principal payment to be made on such Due Date and irrespective of any delinquency in its payment), as specified in the amortization schedule at the time relating thereto (before any adjustment to such amortization schedule by reason of any bankruptcy or similar proceeding occurring after the Cut-off Date (other than a Deficient Valuation) or any moratorium or similar waiver or grace period) less (ii) any Principal Prepayments and the principal portion of any Net Liquidation Proceeds received during or prior to the immediately preceding Prepayment Period; provided that the Scheduled Principal Balance of any Liquidated Mortgage Loan is zero.

All of the Mortgage Loans are adjustable rate Mortgage Loans, with an initial interest only period of ten years. The interest rate borne by the Mortgage Loans will be adjusted either monthly based on One-Month LIBOR or semi-annually based on Six-Month LIBOR to equal the related index (the "Index") plus (or minus) a fixed percentage set forth in or computed in accordance with the related note (a "Gross Margin") generally subject to rounding and to certain other limitations (including generally a maximum lifetime Mortgage Rate (a "Maximum Lifetime Mortgage Rate") and in certain cases a minimum lifetime Mortgage Rate (a "Minimum Lifetime Mortgage Rate") and in certain cases a maximum upward or downward adjustment on each interest adjustment date.

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[1] The description herein and in Schedule A hereof of the Initial Mortgage Loans is based upon estimates of the composition thereof as of the Cut-off Date, as adjusted to reflect the Scheduled Principal Balances as of the Cut-off Date. Prior to the issuance of the Certificates, Initial Mortgage Loans may be removed as a result of (i) Principal Prepayments thereof in full prior to the dates on which the Seller acquired the Initial Mortgage Loans, (ii) requirements of Moody's or Standard & Poor's or (iii) delinquencies or otherwise. In any such event, other mortgage loans may be included in the Trust. SAMI believes that the estimated information set forth herein with respect to the Initial Mortgage Loans as presently constituted is representative of the characteristics thereof at the time the Certificates are issued, although certain characteristics of the Initial Mortgage Loans may vary. In addition, Subsequent Mortgage Loans may be acquired by the Trust during the Pre-Funding Period; provided that such Subsequent Mortgage Loans satisfy the requirements described herein. The aggregate characteristics of the Mortgage Loans in the Trust will vary upon the acquisition of Subsequent Mortgage Loans.

	One-Month LIBOR					
Adjustment Date	1997	1998	1999	2000	2001	2002
December 1	5.97	5.62	6.48	6.80	2.12	

Six-Month LIBOR. Approximately 57.70% of the Initial Mortgage Loans will adjust semi-annually based on Six-Month LIBOR. "Six-Month LIBOR" will be a per annum rate equal to the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market based on quotations of major banks as published in The Wall Street Journal and are most recently available as of the time specified in the related mortgage note.

	Six-Month LIBOR						
Adjustment Date	1996	1997	1998	1999	2000	2001	2002
January 1	5.51%	5.60%	5.84%	5.07%	6.13%	6.20%	2.03%
February 1	5.27	5.69	5.63	4.97	6.29	5.26	2.03
March 1	5.30	5.69	5.70	5.13	6.33	4.91	2.33
April 1	5.50	5.94	5.75	5.06	6.53	4.71	2.12
May 1	5.56	6.00	5.81	5.04	6.73	4.30	2.08
June 1	5.63	6.00	5.75	5.25	7.11	3.98	1.96
July 1	5.79	5.91	5.78	5.65	7.00	3.91	1.87
August 1	5.88	5.80	5.75	5.71	6.89	3.69	1.80
September 1	5.77	5.84	5.59	5.92	6.83	3.45	1.71
October 1	5.73	5.84	5.25	5.96	6.76	2.52	
November 1	5.57	5.79	4.98	6.12	6.72	2.15	
December 1	5.54	5.91	5.15	6.06	6.64	2.03	

Conveyance of Subsequent Mortgage Loans and the Pre-Funding Account

The Trustee, on behalf of the Trust, is expected to purchase from the Seller during the Pre-Funding Period, subject to the availability thereof, Subsequent Mortgage Loans secured by conventional, one- to four-family, adjustable-rate mortgage loans secured by first liens on residential mortgage properties. The Subsequent Mortgage Loans will be transferred to the Trustee, on behalf of the Trust, pursuant to subsequent transfer instruments between the Seller and the Trustee (each such date, a "Subsequent Transfer Date"). In connection with the purchase of Subsequent Mortgage Loans on such Subsequent Transfer Dates, the Trustee, on behalf of the Trust, will be required to pay to the Seller from amounts on deposit in the Pre-Funding Account, a cash purchase price of 100% of the principal balance thereof. The amount paid from the Pre-Funding Account on each Subsequent Transfer Date will not include accrued interest on the related Subsequent Mortgage Loans. Following each Subsequent Transfer Date, the aggregate principal balance of the Mortgage Loans will increase by an amount equal to the aggregate principal balance of the related Subsequent Mortgage Loans so purchased and the amount in the Pre-Funding Account will decrease accordingly. Although it is intended that the principal amount of Subsequent Mortgage Loans sold to the Trust will require application of substantially all of the amount deposited into the Pre-Funding Account on the Closing Date and it is not currently anticipated that there will be any material principal payments from amounts remaining on deposit in the Pre-Funding Account, no assurance can be given that such distributions will not occur on the distribution date immediately following the termination of the Pre-Funding Period. In any event, it is unlikely that the Seller will be able to deliver Subsequent Mortgage Loans with aggregate principal balances that exactly equal the amount deposited into the Pre-Funding Account on the Closing Date. The aggregate characteristics of the Mortgage Loans in the Trust will vary upon the acquisition of Subsequent Mortgage Loans.

The Pre-Funding Account will be established to provide the Trustee, on behalf of the Trust, with sufficient funds to purchase Subsequent Mortgage Loans. During the Pre-Funding Period, the Pre-Funded Amount will be reduced by the amount used to purchase Subsequent Mortgage Loans for the Mortgage Pool in accordance with the

(v) Have no more than 40% of the Subsequent Mortgage Loans be cash-out refinance;

(vi) Have all of such Subsequent Mortgage Loans with a Loan-to-Value Ratio greater than 80% be covered by a Primary Mortgage Insurance Policy;

(vii) Have a weighted average Gross Lifecap greater than or equal to 8%; and

(viii) Be acceptable to the Rating Agencies.

Monthly Delinquency Ratio at April 30, 2002

	Loan Count	30-Day		60-Day		90-Day		120-Day		Total Delinquencies*	
		# Loan	% Loan	# Loan	% Loan	# Loan	% Loan	# Loan	% Loan	# Loan	% Loan
Total Portfolio	277,649	11,192	4.03%	2,632	0.95%	1,121	0.40%	2,351	0.85%	17,296	6.23%
VA	25,046	1,418	5.66%	314	1.25%	132	0.53%	332	1.33%	2,196	8.77%
FHA	51,505	3,612	7.01%	939	1.82%	489	0.95%	1,244	2.42%	6,284	12.20%
CONV (INS)	29,534	1,478	5.00%	335	1.13%	110	0.37%	222	0.75%	2,145	7.26%
CONV (UNINS)	170,736	4,612	2.70%	1,033	0.61%	381	0.22%	522	0.31%	6,548	3.84%
FMHA	828	72	8.70%	11	1.33%	9	1.09%	31	3.74%	123	14.86%

* Includes mortgage loans in bankruptcy.

Monthly Delinquency Ratio at December 2001

	Loan Count	30-Day		60-Day		90-Day		120-Day		Total Delinquencies*	
		# Loan	% Loan	# Loan	% Loan	# Loan	% Loan	# Loan	% Loan	# Loan	% Loan
Total Portfolio	282,639	14,632	5.18%	3,450	1.22%	1,442	0.51%	2,773	0.98%	22,297	7.89%
VA	26,372	1,791	6.79%	448	1.70%	186	0.71%	372	1.41%	2,797	10.61%
FHA	53,235	4,567	8.58%	1,241	2.33%	577	1.08%	1,328	2.49%	7,713	14.49%
CONV (INS)	30,406	1,928	6.34%	437	1.44%	163	0.54%	297	0.98%	2,825	9.29%
CONV (UNINS)	171,740	6,253	3.64%	1,299	0.76%	502	0.29%	750	0.44%	8,804	5.13%
FMHA	886	93	10.50%	25	2.82%	14	1.58%	26	2.93%	158	17.83%

* Includes mortgage loans in bankruptcy.

Monthly Delinquency Ratio at December 2000

	Loan Count	30-Day		60-Day		90-Day		120-Day		Total Delinquencies*	
		# Loan	% Loan	# Loan	% Loan	# Loan	% Loan	# Loan	% Loan	# Loan	% Loan
Total Portfolio	221,994	11,012	4.96%	2,425	1.09%	843	0.38%	1,606	0.72%	15,886	7.15%
VA	28,019	1,722	6.15%	402	1.43%	138	0.49%	222	0.79%	2,484	8.86%
FHA	45,731	3,493	7.64%	788	1.72%	314	0.69%	725	1.59%	5,320	11.64%
CONV (INS)	31,747	1,936	6.10%	445	1.40%	161	0.51%	237	0.75%	2,779	8.76%
CONV (UNINS)	115,588	3,761	3.25%	790	0.66%	219	0.19%	4030	0.35%	5,143	4.45%
FMHA	909	100	11.00%	30	3.30%	11	1.21%	19	2.09%	160	17.60%

* Includes mortgage loans in bankruptcy.

MORTGAGE LOAN ORIGINATION

The information set forth in the following paragraphs with respect to SouthStar and HomeBanc has been provided by the respective party. None of SAMI, the Mortgage Loan Seller, the Securities Administrator, the Underwriter, the Master Servicer, the Trustee or any of their respective affiliates have made or will make any representation as to the accuracy or completeness of such information.

The Originators

44.65% of the Initial Mortgage Loans were originated by SouthStar, 54.05% of the Initial Mortgage Loans were originated by HomeBanc and 1.30% of the Initial Mortgage Loans were originated by BancMortgage. The Initial Mortgage Loans originated by SouthStar and HomeBanc were originated in accordance with the respective related underwriting guidelines set forth below. In addition to the following, HomeBanc and SouthStar also may use automated underwriting systems such as Fannie Mae's Desktop Underwriter or Freddie Mac's Loan Prospector in connection with the origination of mortgage loans which have principal balances equal to or less than the principal balances which would make them eligible for purchase by Fannie Mae or Freddie Mac. These mortgage loans are treated in this prospectus supplement as if they were originated with full documentation.

HomeBanc Mortgage Corporation

Approximately 54.05% of the Initial Mortgage Loans have been originated generally in accordance with the following underwriting guidelines established by HomeBanc (the "HomeBanc Underwriting Guidelines").

HomeBanc Underwriting Guidelines are applied to evaluate an applicant's credit standing, financial condition, and repayment ability, as well as the value and adequacy of the mortgaged property as collateral for any loan made by HomeBanc. As part of the loan application process, the applicant is required to provide information concerning his or her assets, liabilities, income and expenses (except as described below), along with an authorization permitting HomeBanc to obtain any necessary third party verifications, including a credit report summarizing the applicant's credit history. Unless prohibited by applicable state law, the applicant is typically required to pay an application fee to HomeBanc.

In evaluating the applicant's ability and willingness to repay the proposed loan, HomeBanc reviews the applicant's credit history and outstanding debts, as reported on the credit report. If an existing mortgage or other significant debt listed on the loan application is not adequately reported on the credit report, HomeBanc may request a written or oral verification of the balance and payment history of such debt from the servicer of such debt.

HomeBanc verifies the applicant's liquid assets to ensure that the client has adequate liquid assets to apply toward any required down payment, closing costs, prepaid interest, and at least two months' worth of cash reserves.

HomeBanc also evaluates the applicant's income to determine its stability, probability of continuation, and adequacy to service the proposed HomeBanc debt payment. HomeBanc's guidelines for verifying an applicant's income and employment are generally as follows. For salaried applicants, HomeBanc typically requires a written verification of emploYment from the applicant's employer, or a copy of the applicant's two most recent IRS forms 1040 or W-2, a current pay stub, and verbal verification of employment. For non-salaried applicants, including self-employed applicants, HomeBanc requires copies of the applicant's two most recent federal income tax returns, along with all supporting schedules. A self-employed applicant is generally required to submit a signed profit and loss statement.

In determining the adequacy of the property as collateral for the loan, a Fannie Mae/Freddie Mac conforming appraisal of the property is performed by an independent appraiser approved by HomeBanc. The appraiser is required to inspect the property and verify that it is in good condition and that construction or renovation, if new, has been completed. The appraisal report indicates a value for the property and provides information concerning marketability, the neighborhood, the property site, interior and exterior improvements, and the condition of the property.

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Once sufficient employment, credit and property information is obtained, the decision as to whether to approve the loan is based on the applicant's income and credit history, the status of time to the mortgaged property and the appraised value of the property. SouthStar also reviews the level of an applicant's liquid assets as an indication of creditworthiness. The approval process generally requires that the applicant have good credit history and a total debt-service-to-income ratio ("DTI") that generally does not exceed 38%; however, this limit may be raised if the borrower demonstrates satisfactory disposable income and/or other mitigating factors are present. The DTI ratio is calculated as the ratio of the borrower's total monthly debt obligations, divided by the borrower's total verified monthly income. In general, it is SouthStar's belief that the DTI ratio is only one of several factors, such as LTV, credit history and reserves, that should be considered in making a determination of an applicant's ability to repay the proposed loan.

As part of the underwriting process, SouthStar typically reviews an applicant's Credit Score. Credit Scores are obtained by mortgage lenders in connection with mortgage loan applications to help assess a borrower's credit-worthiness. Credit Scores are obtained from credit reports provided by various credit reporting organizations, each of which may employ differing computer models and methodologies. The Credit Score is designed to assess a borrower's credit history at a single point in time, using objective information currently on file for the borrower at a particular credit reporting organization. Information utilized to create a Credit Score may include, among other things, payment history, delinquencies on accounts, levels of outstanding indebtedness, length of credit history, types of credit, and bankruptcy experience. Credit Scores range from approximately 350 to approximately 840, with higher scores indicating an individual with a more favorable credit history compared to an individual with a lower score. However, a Credit Score purports only to be a measurement of the relative degree of risk a borrower represents to a lender, i.e., a borrower with a higher score is statistically expected to be less likely to default in payment than a borrower with a lower score. In addition, it should be notes that Credit Scores were developed to indicate a level of default probability over a two-year period, which does not correspond to the life of a mortgage loan. Furthermore, Credit Scores were not developed specifically for use in connection with mortgage loans, but for consumer loans in general, and assesses only the borrower's past credit history. Therefore, a Credit Score does not take into consideration the differences between mortgage loans and consumer loans generally, or the specific characteristics of the related mortgage loan, for example, the LTV ratio, the collateral for the mortgage loan, or the DTI ratio. SouthStar generally requires a minimum Credit Score of 650. It is not SouthStar's practice to accept or reject an application based solely on the basis of the applicant's Credit Score.

SouthStar's Underwriting Guidelines generally allow an LTV at origination of up to 95% for purchase money or rate and term refinance mortgage loans with original principal balances of up to $400,000, up to 90% for mortgage loans with original principal balances of up to $500,000, up to 85% for mortgage loans with original principal balances up to $700,000, up to 80% for mortgage loans with original principal balances up to $800,000, up to 75% for mortgage loans with original principal balances up to $1,250,000, and up to 70% for mortgage loans with original principal balances up to $1,750,000. For cash-out refinance mortgage loans with original principal balances of up to $800,000, SouthStar generally allows LTV ratios at origination of up to 80%, up to 75% for mortgage loans with original principal balances up to $1,250,000, and up to 70% for mortgage loans with principal balances up to $1,750,000. In addition, SouthStar will allow secondary financing with a Combined Loan-to-Value Ratio ("CLTV") of up to 100% for mortgage loans secured by primary residences and up to 95% for mortgage loans secured by second/vacation homes. SouthStar's practice is to continuously review LTV limits and to adjust such limits where economic conditions dictate that such adjustment are appropriate. Any negative comments concerning the quality, condition and current market conditions as noted in the appraisal report may result in a reduction of the maximum LTV permitted for the loan.

SouthStar requires that each mortgage loan with an LTV ratio at origination in excess of 80% be insured by a primary mortgage insurance policy covering at least 30% of the principal balance of the mortgage loan at origination if the LTV is between 95.00% and 90.01%, at least 25% of the balance if the LTV ratio is between 90.00% and 85.01%, and at least 12% if the LTV ratio is between 85.00% and 80.01%.

Book-Entry Registration

The Book-Entry Certificates will be issued in one or more certificates which equal the initial Current Principal Amount of the Offered Certificates (other than the Physical Certificates) and will initially be registered in the name of Cede.

Unless and until Definitive Certificates are issued, it is anticipated that the only "Certificateholder" of the Book-Entry Certificates will be Cede & Co. Beneficial owners of the Book-Entry Certificates will not be Certificateholders, as that term is used in the Agreement. Beneficial owners are only permitted to exercise the rights of Certificateholders indirectly through Depository Participants (as defined in the Agreement). Monthly and annual reports to the Trust provided to Cede, as nominee of DTC, may be made available to beneficial owners upon request, in accordance with the rules, regulations and procedures creating and affecting DTC and to Depository Participants to whose DTC accounts the Book-Entry Certificates are credited. For a description of the features of the book-entry registration system, see "Description of the Securities—Book-Entry Registration" in the Prospectus.

Physical Certificates and Definitive Certificates will be transferable and exchangeable on a "Certificate Register" to be maintained by the Trustee at the office or agency of the Trustee maintained for that purpose. Physical Certificates and Definitive Certificates surrendered to the Trustee for registration or transfer or exchange must be accompanied by a written instrument or transfer in form satisfactory to the Trustee. No service charge may be made for any registration of transfer or exchange of Physical Certificates and Definitive Certificates, but payment of a sum sufficient to cover any tax or other governmental charge may be required. Such office or agency of the Trustee is currently located at 1 Bank One Plaza, Suite IL1-0126, Chicago, IL 60670, and at 55 Water Street, 1st Floor, New York, NY 10041. Certain representations will be required in connection with the transfer of the Residual Certificates. See "Restrictions on Purchase and Transfer of the Residual Certificates."

Available Funds

Available funds for any Distribution Date (the "Available Funds") will be an amount equal to the aggregate of the following with respect to the Mortgage Loans: (a) all previously undistributed payments on account of principal (including the principal portion of Monthly Payments, Principal Prepayments and the principal amount of Liquidation Proceeds) and all previously undistributed payments on account of interest received after the Cut-off Date and on or prior to the related Determination Date, (b) any Monthly Advances and Compensating Interest Payments by the Servicer and the Master Servicer, (c) any amounts deposited in the Distribution Account from the Pre-Funding Account and the Interest Coverage Account and (d) any amount reimbursed by the Master Servicer in connection with losses on certain eligible investments in the Distribution Account, except:

(i) all payments that were due on or before the Cut-off Date;

(ii) all Principal Prepayments and Liquidation Proceeds received after the applicable Prepayment Period;

(iii) all payments, other than Principal Prepayments, that represent early receipt of scheduled payments due on a date or dates subsequent to the related Due Date;

(iv) amounts received on particular Mortgage Loans as late payments of principal or interest and respecting which, and to the extent that, there are any unreimbursed Monthly Advances;

(v) amounts of Monthly Advances determined to be nonrecoverable;

(vi) any investment earnings on amounts on deposit in the Distribution Account and amounts permitted to be withdrawn from the Distribution Account pursuant to the Servicing Agreement or the Agreement;

(vii) to pay the Servicing Fees or to reimburse the Servicer, the Trustee, the Custodian or the Master Servicer for such amounts as are due under the Servicing Agreement, the Agreement or the

On each Distribution Date, any amounts in the Carryover Shortfall Reserve Fund will be distributed sequentially, in the following order, to the Class A-1, Class A-2, Class B-1, Class B-2 and Class B-3 Certificates, in each case up to an amount equal to any Carryover Shortfall Amounts with respect to such Class of Certificates.

Interest

Interest will accrue during the preceding Interest Accrual Period for each Class of Certificates at its then applicable Pass-Through Rate on the Current Principal Amount of such Class immediately preceding such Distribution Date.

The "Pass-Through Rates" on each Class of the Certificates are set forth in "Summary of Terms —Offered Certificates" or "—Other Certificates." The effective yield to the holders of Certificates (other than the Adjustable Rate Certificates) will be lower than the yield otherwise produced by the applicable Pass-Through Rate and purchase price, because interest will not be distributed to such Certificateholders until the 19th day (or if such day is not a Business Day, then on the next succeeding Business Day) of the month following the month in which interest accrues on the Mortgage Loans. See "Yield and Prepayment Considerations" herein.

To the extent the related weighted average net rate is paid to the Class A-1, Class A-2, Class B-1, Class B-2 or Class B-3 Certificates, the difference between the weighted average net rate and the lesser of (i) One-Month LIBOR plus the related margin and (ii) 11.00% will create a shortfall that will carry forward with interest thereon at a rate equal to the lesser of (i) One-Month LIBOR plus the related margin or (ii) 11.00% per annum (in each case, the "Carryover Shortfall Amount"). On the closing date, the Trustee will establish a reserve fund (the "Carryover Shortfall Reserve Fund"). On each Distribution Date, the aggregate amount of Carryover Shortfall Amount payable to the Class A-1, Class A-2, Class B-1, Class B-2 and Class B-3 Certificates will be taken from amounts otherwise payable to the Class X Certificates in respect of Accrued Certificate Interest and will be deposited in the Carryover Shortfall Reserve Fund.

The "Accrued Certificate Interest" for any Certificate for any Distribution Date will equal the amount of interest accrued during the related Interest Accrual Period at the applicable Pass-Through Rate on the Current Principal Amount (or Notional Amount) of such Certificate immediately prior to such Distribution Date less (i) in the case of a Senior Certificate, such Certificate's share of any Net Interest Shortfall from the related Mortgage Loans and, after the Cross-Over Date, the interest portion of any Realized Losses on the related Mortgage Loans, (ii) in the case of a Senior Mezzanine Certificate, such Certificate's share of any Net Interest Shortfall and the interest portion of any Realized Losses on the Mortgage Loans and (iii) in the case of a Subordinate Certificate, such Certificate's share of any Net Interest Shortfall (as defined below) and the interest portion of any Realized Losses on the Mortgage Loans. Such Net Interest Shortfalls will be allocated among the Certificates in proportion to the amount of Accrued Certificate Interest that would have been allocated thereto in the absence of such shortfalls. The interest portion of Realized Losses for the Mortgage Loans will be allocated sequentially, in the following order, to the Class B-6, Class B-5, Class B-4, Class B-3, Class B-2, Class B-1 and Class A-2 Certificates, and, following the Cross-Over Date, the interest portion of Realized Losses on the Mortgage Loans will be allocated on a pro rata basis to the Senior Certificates. Accrued Certificate Interest is calculated on the basis of a 360-day year consisting of twelve 30-day months. No Accrued Certificate Interest will be payable with respect to any Class of Certificates after the Distribution Date on which the outstanding Current Principal Amount or Notional Amount of such Certificate has been reduced to zero.

The "Current Principal Amount" of any Certificate as of any Distribution Date will equal such Certificate's initial principal amount on the Closing Date, as reduced by (i) all amounts distributed on previous Distribution Dates on such Certificate on account of principal, (ii) the principal portion of all Realized Losses previously allocated to such Certificate (taking account of its applicable Loss Allocation Limitation), (iii) in the case of a Senior Mezzanine Certificate, such Certificate's pro rata share, if any, of the Senior Mezzanine Certificate Writedown Amount, as applicable, for previous Distribution Dates and (iv) in the case of a Subordinate Certificate, such Certificate's pro rata share, if any, of the Subordinate Certificate Writedown Amount, as applicable, for previous Distribution Dates. With respect to any Class of Certificates (other than the Interest Only Certificates), the Current Principal Amount thereof will equal the sum of the Current Principal Amounts of all Certificates in such Class.

Calculation of One-Month LIBOR

On the second LIBOR business day preceding the commencement of each Interest Accrual Period for the Adjustable Rate Certificates bearing interest at an adjustable rate (the "Interest Determination Date"), the Securities Administrator will determine One-Month LIBOR for such Interest Accrual Period on the basis of such rate as it appears on Telerate Screen Page 3750, as of 11:00 a.m. London time on such Interest Determination Date. If such rate does not appear on such page, or such other page as may replace that page on that service, or if such service is no longer offered, such other service for displaying One-Month LIBOR or comparable rates as may be reasonably selected by the Securities Administrator, One-Month LIBOR for the applicable Interest Accrual Period will be the Reference Bank Rate. If no such quotations can be obtained and no Reference Bank Rate is available, One-Month LIBOR will be the One-Month LIBOR applicable to the preceding Interest Accrual Period.

The "Reference Bank Rate" with respect to any Interest Accrual Period, means the arithmetic mean, rounded upwards, if necessary, to the nearest whole multiple of 0.03125%, of the offered rates for United States dollar deposits for one month that are quoted by the Reference Banks, as described below, as of 11:00 a.m., New York City time, on the related Interest Determination Date to prime banks in the London interbank market for a period of one month in amounts approximately equal to the aggregate certificate principal balance of all Classes of Adjustable Rate Certificates bearing interest at an adjustable rate for such Interest Accrual Period, provided that at least two such Reference Banks provide such rate. If fewer than two offered rates appear, the Reference Bank Rate will be the arithmetic mean, rounded upwards, if necessary, to the nearest whole multiple of 0.03125%, of the rates quoted by one or more major banks in New York City, selected by the Securities Administrator, as of 11:00 a.m., New York City time, on such date for loans in U.S. dollars to leading European banks for a period of one month in amounts approximately equal to the aggregate Current Principal Amount of all Classes of Adjustable Rate Certificates bearing interest at an adjustable rate for such Interest Accrual Period. As used in this section, "LIBOR business day" means a day on which banks are open for dealing in foreign currency and exchange in London and New York City; and "Reference Banks" means leading banks selected by the Securities Administrator and engaged in transactions in Eurodollar deposits in the international Eurocurrency market

(i) with an established place of business in London,

(ii) which have been designated as such by the Trustee and

(iii) which are not controlling, controlled by, or under common control with, the Seller or the Master Servicer.

The establishment of One-Month LIBOR on each Interest Determination Date by the Securities Administrator and the Securities Administrator's calculation of the rate of interest applicable to the classes of Adjustable Rate Certificates bearing interest at an adjustable rate for the related Interest Accrual Period shall, in the absence of manifest error, be final and binding.

Principal

Distributions in reduction of the Current Principal Amount of the Senior Certificates will be made on each Distribution Date pursuant to priority *third* above of clause (A) under "—Distributions on the Certificates." In accordance with such priority *third*, the Available Funds remaining after distribution of interest on the Senior Certificates will be allocated to such Certificates in an aggregate amount not to exceed the Senior Optimal Principal Amount for such Distribution Date.

Distributions in reduction of the Current Principal Amount of the Senior Mezzanine Certificates will be made pursuant to priority (c) of clause (B) under "—Distributions on the Certificates." In accordance with such priority, the Available Funds, if any, remaining after distributions of principal and interest on the Senior Certificates on such Distribution Date will be allocated to the Senior Mezzanine Certificates in an amount equal to such Class's Allocable Share for such Distribution Date, provided that no distribution of principal will be made on such Class until such Class has received distributions of interest on such Distribution Date.

The "Senior Prepayment Percentage" for the Senior Certificates on any Distribution Date occurring during the periods set forth below will be as follows:

Period (dates inclusive)	Senior Prepayment Percentage
November 19, 2002 - October 19, 2012	100%
November 19, 2012 - October 19, 2013	Senior Percentage plus 70% of the Senior Mezzanine and Subordinate Percentage.
November 19, 2013 - October 19, 2014	Senior Percentage plus 60% of the Senior Mezzanine and Subordinate Percentage.
November 19, 2014 - October 19, 2015	Senior Percentage plus 40% of the Senior Mezzanine and Subordinate Percentage.
November 19, 2015 - October 19, 2016	Senior Percentage plus 20% of the Senior Mezzanine and Subordinate Percentage.
November 19, 2016 and thereafter	Senior Percentage

In addition, no reduction of the Senior Prepayment Percentage shall occur on any Distribution Date unless, as of the last day of the month preceding such Distribution Date, (A) the aggregate Scheduled Principal Balance of the Mortgage Loans delinquent 60 days or more (including for this purpose any such Mortgage Loans in foreclosure and Mortgage Loans with respect to which the related Mortgaged Property (as defined in the Agreement) has been acquired by the Trust), averaged over the last six months, as a percentage of the aggregate Current Principal Amount of the Senior Mezzanine Certificates and the Subordinate Certificates does not exceed 50%; and (B) cumulative Realized Losses on the Mortgage Loans do not exceed (a) 30% of the aggregate Current Principal Amount of the Senior Mezzanine Certificates and the Subordinate Certificates as of the Cut-off Date (the "Original Senior Mezzanine and Subordinate Principal Balance") if such Distribution Date occurs between and including November 2012 and October 2013, (b) 35% of the Original Senior Mezzanine and Subordinate Principal Balance if such Distribution Date occurs between and including November 2013 and October 2014, (c) 40% of the Original Senior Mezzanine and Subordinate Principal Balance if such Distribution Date occurs between and including November 2014 and October 2015, (d) 45% of the Original Senior Mezzanine and Subordinate Principal Balance if such Distribution Date occurs between and including November 2015 and October 2016, and (e) 50% of the Original Senior Mezzanine and Subordinate Principal Balance if such Distribution Date occurs during or after November 19, 2016.

In addition, if the current Senior Mezzanine and Subordinate Percentage for the Certificates is equal to or greater than two times the initial Senior Mezzanine and Subordinate Percentage for the Certificates, and (a) the aggregate Scheduled Principal Balance of the Mortgage Loans delinquent 60 days or more (including for this purpose any such Mortgage Loans in foreclosure and such Mortgage Loans with respect to which the related Mortgaged Property has been acquired by the Trust), averaged over the last six months, as a percentage of the aggregate Current Principal Amount of the Senior Mezzanine and Subordinate Certificates does not exceed 50% and (b)(i) prior to the Distribution Date in November 2005, cumulative Realized Losses on the Mortgage Loans do not exceed 20% of the Original Senior Mezzanine and Subordinate Principal Balance and (ii) on or after the Distribution Date in November 2005, cumulative Realized Losses on the Mortgage Loans do not exceed 30% of the Original Senior Mezzanine and Subordinate Principal Balance, then, in each case, the Senior Prepayment Percentage for such Distribution Date will equal the Senior Percentage; provided, however, if the current Senior Mezzanine and Subordinate Percentage for the Certificates is equal to or greater than two times the initial Senior Mezzanine and Subordinate Percentage for the Certificates prior to the Distribution Date in November 2005 and the above delinquency and loss tests are met, then the Senior Prepayment Percentage for such Distribution Date will equal the Senior Percentage, plus 50% of the Senior Mezzanine and Subordinate Percentage (such test, the "Two-Times Test").

Notwithstanding the foregoing, if on any Distribution Date, the percentage, the numerator of which is the aggregate Current Principal Amount of the Senior Certificates immediately preceding such Distribution Date, and the denominator of which is the Scheduled Principal Balance of the Mortgage Loans as of the beginning of the

the definition of "Senior Prepayment Percentage" are exceeded so that the scheduled reduction in the amount of these Senior Prepayment Percentages does not or would not occur, then 100% of the amounts provided in clauses (ii), (iii) and (v) of the definition of Senior Mezzanine and Subordinate Optimal Principal Amount shall be allocated to the Senior Mezzanine Certificates; and provided further, that, except as described in the second succeeding sentence, no Class of Senior Mezzanine Certificates or Subordinate Certificates (other than the Senior Mezzanine Certificates, or if the Current Principal Amount of the Senior Mezzanine Certificates has been reduced to zero, the Class of Subordinate Certificates outstanding with the lowest numerical designation) shall be entitled on any Distribution Date to receive distributions pursuant to clauses (ii), (iii) and (v) of the definition of the Senior Mezzanine and Subordinate Optimal Principal Amount unless the Class Prepayment Distribution Trigger for the related Class is satisfied for such Distribution Date. The "Class Prepayment Distribution Trigger" for a Class of Senior Mezzanine or Subordinate Certificates for any Distribution Date is satisfied if the fraction (expressed as a percentage), the numerator of which is the aggregate Current Principal Amount of such Class and each Class subordinated thereto, if any, and the denominator of which is the Scheduled Principal Balances of all of the Mortgage Loans as of the related Due Date, equals or exceeds such percentage calculated as of the Closing Date. If on any Distribution Date the Current Principal Amount of any Class of Senior Mezzanine and Subordinate Certificates for which the related Class Prepayment Distribution Trigger was satisfied on such Distribution Date is reduced to zero, any amounts distributable to such Class pursuant to clauses (ii), (iii) and (v) of the definition of "Senior Mezzanine and Subordinate Optimal Principal Amount," to the extent of such Class's remaining Allocable Share, shall be distributed to the remaining Classes of Senior Mezzanine and Subordinate Certificates in reduction of their respective Current Principal Amounts, sequentially, in the order of their numerical Class designations. If the Class Prepayment Distribution Trigger is not satisfied for any Class of Senior Mezzanine or Subordinate Certificates on any Distribution Date, this may have the effect of accelerating the amortization of more senior Classes of Senior Mezzanine and Subordinate Certificates.

"Determination Date" means the date as defined in the Servicing Agreement.

"Insurance Proceeds" are amounts paid by an insurer under any Primary Mortgage Insurance Policy, standard hazard insurance policy, flood insurance policy or title insurance policy covering any Mortgage Loan or Mortgaged Property other than amounts required to be paid over to the Mortgagor pursuant to law or the related Mortgage Note and other than amounts used to repair or restore the Mortgaged Property or to reimburse certain expenses.

"Repurchase Proceeds" are proceeds of any Mortgage Loan repurchased by the Mortgage Loan Seller and any cash deposit in connection with the substitution of a Mortgage Loan pursuant to the provisions described under "The Pooling and Servicing Agreement–Assignment of Mortgage Loans" and "–Representations and Warranties" herein.

"Principal Prepayment" is any payment or other recovery of principal on a Mortgage Loan which is received in advance of its scheduled Due Date to the extent that it is not accompanied by an amount as to interest representing scheduled interest due on any date or dates in any month or months subsequent to the month of prepayment, including Insurance Proceeds and Repurchase Proceeds, but excluding Liquidation Proceeds received at the time a Mortgage Loan becomes a Liquidated Mortgage Loan.

"Monthly Payment" with respect to any Mortgage Loan and any month is the scheduled payment or payments of principal and interest due during such month on such Mortgage Loan which either is payable by a Mortgagor in such month under the related Mortgage Note, or in the case of any Mortgaged Property acquired through foreclosure or deed-in-lieu of foreclosure (each such Mortgaged Property, an "REO Property"), would otherwise have been payable under the related Mortgage Note.

Allocation of Losses; Subordination

A "Realized Loss" with respect to a Mortgage Loan is (i) a Bankruptcy Loss or (ii) as to any Liquidated Mortgage Loan, the unpaid principal balance thereof plus accrued and unpaid interest thereon at the Mortgage Rate through the last day of the month of liquidation less the Net Liquidation Proceeds with respect to such Mortgage Loan and the related Mortgaged Property. A "Liquidated Mortgage Loan" is any defaulted Mortgage Loan as to

Subordination

Priority of Senior Certificates. As of the Closing Date, (i) the aggregate Current Principal Amount of the Class A-2, Class B-1, Class B-2, Class B-3, Class B-4, Class B-5 and Class B-6 Certificates will equal approximately 8.50% of the aggregate Current Principal Amounts of all the Classes of Certificates, (ii) the aggregate Current Principal Amount of the Class B-1, Class B-2, Class B-3, Class B-4, Class B-5 and Class B-6 Certificates will equal approximately 4.05% of the aggregate Current Principal Amounts of all the Classes of Certificates and (iii) the aggregate Current Principal Amount of the Class B-4, Class B-5 and Class B-6 Certificates will equal approximately 1.10% of the aggregate Current Principal Amount of all the Classes of Certificates.

The rights of the holders of the Subordinate Certificates to receive distributions with respect to the Mortgage Loans will be subordinated to such rights of the holders of the Senior Certificates, the Senior Mezzanine Certificates and to each Class of Subordinate Certificates having a lower numerical designation than such Class. The rights of the holders of the Senior Mezzanine Certificates to receive distributions with respect to the Mortgage Loans will be subordinated to such rights of the holders of the Senior Certificates. The subordination of the Senior Mezzanine Certificates and the Subordinate Certificates to the Senior Certificates, the subordination of a Class of Subordinate Certificates to the Senior Mezzanine Certificates and the Senior Certificates and the further subordination among the Subordinate Certificates, are each intended to increase the likelihood of timely receipt by the holders of the Certificates with higher relative payment priority of the maximum amount to which they are entitled on any Distribution Date and to provide such holders with protection against losses resulting from defaults on Mortgage Loans to the extent described above.

However, in certain circumstances, the amount of available subordination may be exhausted and shortfalls in distributions on the Offered Certificates could result. Holders of Senior Certificates will bear their proportionate share of Realized Losses in excess of the total subordination amount.

In addition, in order to extend the period during which the Senior Mezzanine and Subordinate Certificates remain available as credit enhancement for the Senior Certificates, the entire amount of any prepayment or other unscheduled recovery of principal with respect to a Mortgage Loan will be allocated to the Senior Certificates to the extent described herein during the first ten years after the Closing Date (with such allocation to be subject to further reduction over an additional four year period thereafter as described in this prospectus supplement), unless the amount of subordination provided to the Senior Certificates is at least twice the amount as of the Cut-off Date, and certain loss and delinquency tests are satisfied. This allocation has the effect of accelerating the amortization of the Senior Certificates while, in the absence of losses in respect of the Mortgage Loans, increasing the percentage interest in the principal balance of the Mortgage Loans evidenced by the Senior Mezzanine and Subordinate Certificates. Also, after the aggregate principal balance of the Senior Certificates is reduced to zero, the entire amount of any prepayments and other unscheduled recoveries of principal will be allocated to the Senior Mezzanine Certificates unless certain loss and delinquency tests are satisfied. This will accelerate the amortization of the Senior Mezzanine Certificates while, in the absence of losses in respect of the Mortgage Loans, increasing the percentage interest in the principal balance of the Mortgage Loans evidenced by the Subordinate Certificates.

After the payment of amounts distributable in respect of the Senior Certificates on each Distribution Date, the Senior Mezzanine Certificates will be entitled on such date to the remaining portion, if any, of the Available Funds in an aggregate amount equal to the Accrued Certificate Interest on the Senior Mezzanine Certificates for such date, any remaining undistributed Accrued Certificate Interest thereon from previous Distribution Dates and the Allocable Share of the Senior Mezzanine Certificates for such date. Amounts so distributed to Senior Mezzanine Certificateholders will not be available to cover any delinquencies or any Realized Losses on Mortgage Loans in respect of subsequent Distribution Dates. After the payment of amounts distributable in respect of the Senior Certificates and Senior Mezzanine Certificates on each Distribution Date, the Subordinate Certificates will be entitled on such date to the remaining portion, if any, of the Available Funds in an aggregate amount equal to the Accrued Certificate Interest on the Subordinate Certificates for such date, any remaining undistributed Accrued Certificate Interest thereon from previous Distribution Dates and the sum of the Allocable Shares of the Subordinate Certificates for such date. Amounts so distributed to Subordinate Certificateholders will not be available to cover any delinquencies or any Realized Losses on Mortgage Loans in respect of subsequent Distribution Dates.

YIELD AND PREPAYMENT CONSIDERATIONS

General

The yield to maturity and weighted average life of each Class of Certificates will be affected by the amount and timing of principal payments on the Mortgage Loans, the allocation of Available Funds to such Class of Certificates, the applicable Pass-Through Rate for such Class of Certificates and the purchase price paid for such Certificates. In addition, the yields on the Certificates will be adversely affected by Realized Losses and Net Interest Shortfalls. The interaction of the foregoing factors may have different effects on the various Classes of Certificates, and may have varying effects with respect to any one Class of Certificates during the life of such Class. No representation is made as to the anticipated rate of prepayments on the Mortgage Loans, the amount and timing of Realized Losses or Net Interest Shortfalls or as to the anticipated yield to maturity of any Class of Certificates. Prospective investors are urged to consider their own estimates as to the anticipated rate of future prepayments on the Mortgage Loans and the suitability of the Certificates to their investment objectives. Investors should carefully consider the associated risks discussed below and under the heading "Legal Investment" herein and under the headings "Yield and Prepayment Considerations" and "Legal Investment" in the Prospectus.

Mortgage Loan Payments. If prevailing mortgage rates fall significantly below the Mortgage Rates on the Mortgage Loans, the Mortgage Loans are likely to be subject to higher prepayment rates than if prevailing rates remain at or above the Mortgage Rates on the Mortgage Loans. Other factors affecting prepayments of Mortgage Loans include changes in Mortgagors' housing needs, job transfers, unemployment, net equity in the Mortgaged Properties and servicing decisions. Amounts received by virtue of liquidations of Mortgage Loans, repurchases of Mortgage Loans upon breach of representations or warranties and optional termination of the Trust also affect the receipt of principal on the Mortgage Loans. In addition, the rates of prepayments will be affected by the rate and timing of the sale of Mortgaged Properties to the extent that the Mortgage Loans contain due-on sale clauses. The Mortgage Loans may be prepaid at any time.

Timing of Payments and Distributions. Unlike certain corporate bonds, the timing and amount of principal payments on the Certificates are not fixed because they are generally determined by the timing and amount of principal payments on the Mortgage Loans. The timing of payments on the Mortgage Loans may significantly affect an investor's yield. In general, the earlier a prepayment of principal on the Mortgage Loans, the greater will be the effect on an investor's yield to maturity. As a result, the effect on an investor's yield of principal prepayments that occur at a rate which is higher (or lower) than the rate anticipated by the investor during the period immediately following the issuance of the Certificates will not be offset by a subsequent like reduction (or increase) in the rate of principal prepayments. Furthermore, the effective yield to holders of the Certificates (other than holders of the Adjustable Rate Certificates) will be slightly lower than the yield otherwise produced by the applicable Pass-Through Rate and purchase price because, while interest generally will accrue on each such Certificates from the first day of the month, the distribution of such interest will not be made earlier than the 19th day of the month following the month of accrual. Moreover, to the extent any Net Interest Shortfall or the interest portion of any Realized Loss is allocated to a Class of Certificates the yield to investors in such Class will be reduced.

Discounts and Premiums. In the case of any Certificates purchased at a discount, a slower than assumed rate of principal payments on the Mortgage Loans could result in an actual yield that is lower than the assumed yield. In the case of any Certificates purchased at a premium, a faster than assumed rate of principal payments on the Mortgage Loans could result in an actual yield that is lower than the anticipated yield. A discount or premium would be determined in relation to the price at which a Certificate will yield its Pass-Through Rate, after giving effect to any payment delay.

Reinvestment Risk. Because the Mortgage Loans may be prepaid at any time, it is not possible to predict the rate at which distributions on the Certificates will be received. Since prevailing interest rates are subject to fluctuation, there can be no assurance that investors in the Certificates will be able to reinvest the distributions thereon at yields equaling or exceeding the yields on the Certificates. Yields on any such reinvestments may be lower, and may even be significantly lower, than yields on the Certificates. Generally, when prevailing interest rates increase, prepayment rates on mortgage loans tend to decrease, resulting in a reduced rate of return of principal to investors at a time when reinvestment at such higher prevailing rates would be desirable. Conversely, when prevailing interest rates decline, prepayment rates on mortgage loans tend to increase, resulting in a greater rate of return of principal to investors at a time when reinvestment at comparable yields may not be possible.

of prepayment each month ("CPR") relative to the then outstanding principal balance of a pool of mortgage loans. To assume a 25% CPR or any other CPR is to assume that the stated percentage of the outstanding principal balance of the related mortgage pool is prepaid over the course of a year. No representation is made that the Mortgage Loans will prepay at these or any other rates.

Pricing Assumptions

The Certificates were structured assuming, among other things, a 25% CPR for the Certificates. The prepayment assumption to be used for pricing purposes for the respective Classes may vary as determined at the time of sale. The actual rate of prepayment may vary considerably from the rate used for any prepayment assumption.

Decrement Tables

The following tables entitled "Percent of Initial Principal Amount Outstanding" indicate the percentages of the initial principal amount of each Class of Offered Certificates (other than the Interest Only Certificates and the Residual Certificates) that would be outstanding after each of the dates shown at various percentages of CPR and the corresponding weighted average lives of such Classes of Offered Certificates.

The following tables have been prepared based on the assumptions (the "Structuring Assumptions") that: (i) the Mortgage Loans have the characteristics set forth in Appendix A, (ii) the Mortgage Loans prepay at the specified percentages of the CPR, (iii) no defaults in the payment by Mortgagors of principal of and interest on the Mortgage Loans are experienced, (iv) scheduled payments on the Mortgage Loans are received on the first day of each month commencing in November 2002 and are computed prior to giving effect to prepayments received on the last day of the prior month, (v) prepayments are allocated as described herein assuming the loss and delinquency tests are satisfied, (vi) there are no Net Interest Shortfalls and prepayments represent prepayments in full of individual Mortgage Loans and are received on the last day of each month, commencing in October 2002, (vii) scheduled Monthly Payments of principal and interest on the Mortgage Loans are calculated on their respective principal balances (prior to giving effect to prepayments received thereon during the preceding calendar month), Mortgage Rate and remaining terms to stated maturity such that the Mortgage Loans will fully amortize by their stated maturities, (viii) the levels of One-Month LIBOR and Six-Month LIBOR remain constant at 1.83% and 1.82%, respectively, (ix) the Mortgage Rate on each Mortgage Loan will be adjusted on each Interest Adjustment Date (as necessary) to a rate equal to the applicable Index (as described above), plus the applicable Gross Margin, subject to Maximum Lifetime Mortgage Rates and Minimum Lifetime Mortgage Rates, as applicable, (x) the initial principal amounts of the Certificates are as set forth on the cover page hereof and under "Summary of Terms–Other Certificates"; (xi) none of the Indices on the Index Conversion Mortgage Loans, if any, convert to another Index, (xii) distributions in respect of the Certificates are received in cash on the 19th day of each month, commencing in November 2002, (xiii) the Offered Certificates are purchased on October 31, 2002, (xiv) the initial Pass-Through Rate of the Class X Certificates is approximately 2.05% per annum, (xv) SAMI does not exercise the option to repurchase the Mortgage Loans described under the caption "The Pooling and Servicing Agreement–Termination" and (xvi) Subsequent Mortgage Loans were acquired by the Trust in October 2002 and payments thereon are included in distribution amounts on the first distribution date. While it is assumed that each of the Mortgage Loans prepays at the related specified percentages of CPR, this is not likely to be the case.

Discrepancies will exist between the characteristics of the actual Mortgage Loans which will be delivered to the Trustee and characteristics of the Mortgage Loans assumed in preparing the tables. To the extent that the Mortgage Loans have characteristics which differ from those assumed in preparing the tables, the Certificates may mature earlier or later than indicated by the tables. In addition, Subsequent Mortgage Loans shall be conveyed to the Trustee on behalf of the Trust during the Pre-Funding Period, which will increase the aggregate principal balance of the Mortgage Loans and otherwise affect the Structuring Assumptions. The Subsequent Mortgage Loans shall have the characteristics with respect thereto set forth in "Description of the Mortgage Loans – Conveyance of the Subsequent Mortgage Loans and the Pre-Funding Account."

Based on the foregoing assumptions, the tables below indicate the weighted average life of each Class of Offered Certificates (other than the Class X Certificates) and set forth the percentages of the initial Current Principal Amount of each such Class that would be outstanding after the Distribution Date in October of each of the years indicated, assuming that the Mortgage Loans prepay at the percentage of CPR indicated therein. None of the

Percent of Initial Principal Amount Outstanding

Distribution Date	Class A-1 Certificates					Class A-2, Class B-1, Class B-2 and Class B-3 Certificates				
	CPR Percentage					CPR Percentage				
	0%	15%	25%	35%	50%	0%	15%	25%	35%	50%
Initial Percentage	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
October, 2003	100	84	73	62	45	100	100	100	100	100
October, 2004	100	70	52	38	21	100	100	100	93	71
October, 2005	100	58	38	23	9	100	100	92	75	51
October, 2006	100	48	28	15	4	100	100	69	49	25
October, 2007	100	40	21	10	2	100	90	52	32	13
October, 2008	100	34	16	6	1	100	76	39	21	6
October, 2009	100	29	12	4	1	100	65	29	13	3
October, 2010	100	25	9	3	*	100	55	22	9	2
October, 2011	100	21	7	2	*	100	47	16	6	1
October, 2012	99	18	5	1	*	99	40	12	4	*
October, 2013	95	14	4	1	*	95	32	9	2	*
October, 2014	90	12	3	*	*	90	26	6	1	*
October, 2015	84	9	2	*	*	84	21	4	1	*
October, 2016	79	7	1	*	*	79	16	3	1	*
October, 2017	74	6	1	*	*	74	13	2	*	*
October, 2018	68	5	1	*	*	68	10	1	*	*
October, 2019	62	4	*	*	*	62	8	1	*	*
October, 2020	56	3	*	*	*	56	6	1	*	*
October, 2021	49	2	*	*	*	49	5	*	*	*
October, 2022	42	1	*	*	*	42	3	*	*	*
October, 2023	35	1	*	*	*	35	2	*	*	*
October, 2024	28	1	*	*	*	28	2	*	*	*
October, 2025	20	*	*	*	*	20	1	*	*	*
October, 2026	13	*	*	*	*	13	1	*	*	*
October, 2027	4	*	*	*	*	4	*	*	*	*
October, 2028	*	*	*	*	*	*	*	*	*	*
October, 2029	*	*	*	*	*	*	*	*	*	*
October, 2030	0	0	0	0	0	0	0	0	0	0
Weighted Average Life to Maturity (years)**	18.49	5.40	3.20	2.12	1.29	18.49	9.69	6.10	4.57	3.19
Weighted Average Life to Call (years)**	18.42	5.07	2.93	1.93	1.19	18.42	8.95	5.44	3.96	2.59

* Indicates a number that is greater than zero but less than 0.5%.

** The weighted average life of a Certificate is determined by (a) multiplying the amount of the reduction, if any, of the principal amount of such Certificate from one Distribution Date to the next Distribution Date by the number of years from the date of issuance to the second such Distribution Date, (b) summing the results and (c) dividing the sum by the aggregate amount of the reductions in the principal amount of such Certificate.

For additional considerations relating to the yield on the Certificates, see "Yield and Prepayment Considerations" in the Prospectus.

Trustee of the Material Defect, and, if the Mortgage Loan Seller does not correct or cure such Material Defect within such period and such defect materially and adversely affects the interests of the Certificateholders in the related Mortgage Loan, the Mortgage Loan Seller will, within 90 days of the date of notice, provide the Trustee with a substitute Mortgage Loan (if within two years of the Closing Date) or purchase the related Mortgage Loan at the applicable Repurchase Price.

The "Repurchase Price" means, with respect to any Mortgage Loan required to be repurchased, an amount equal to (i) 100% of the Outstanding Principal Balance of such Mortgage Loan plus accrued but unpaid interest on the Outstanding Principal Balance at the related Mortgage Rate through and including the last day of the month of repurchase, reduced by (ii) any portion of the Servicing Fee or advances payable to the purchaser of the Mortgage Loan.

As of any time of determination, the "Outstanding Principal Balance" of a Mortgage Loan is the principal balance of such Mortgage Loan remaining to be paid by the Mortgagor or, in the case of an REO Property, the principal balance of the related Mortgage Loan remaining to be paid by the Mortgagor at the time such property was acquired by the Trust.

Representations and Warranties

In the Mortgage Loan Purchase Agreement, pursuant to which SAMI purchased the Mortgage Loans from EMC, EMC made certain representations and warranties to SAMI concerning the Mortgage Loans. The Trustee will be assigned all right, title and interest in the Mortgage Loan Purchase Agreement insofar as they relate to such representations and warranties, other than the remedies provided for breach of such representations and warranties.

The representations and warranties of EMC with respect to the Mortgage Loans primarily include the following:

(a) The information set forth in the Mortgage Loan Schedule (as defined in the Agreement) was true, complete and correct in all material respects as of the date such representation was made;

(b) Immediately prior to the sale of the Mortgage Loans pursuant to the Mortgage Loan Purchase Agreement, EMC was the sole owner of record and holder of the Mortgage Loans. As of the Closing Date or as of another specified date, the Mortgage Loans were not assigned or pledged, and EMC had good and marketable title thereto, and had full right to transfer and sell the Mortgage Loans therein free and clear of any encumbrance, equity, participation interest, lien, pledge, charge, claim or security interest, and had full right and authority, subject to no interest or participation of, or agreement with, any other party, to sell and assign each Mortgage Loan pursuant to the Mortgage Loan Purchase Agreement; and

(c) As of the date of the related agreement, none of the Mortgage Loans were thirty (30) days or more delinquent. As of such date, there was no material event which, with the passage of time or with notice and the expiration of any grace or cure period, would constitute a default, breach or event of acceleration with respect to the Mortgage Loans; neither EMC nor any of its respective affiliates has taken any action to waive any default, breach or event of acceleration with respect to the Mortgage Loans; and no foreclosure action is threatened or has been commenced with respect to the Mortgage Loans.

In the case of a breach of any representation or warranty set forth above which materially and adversely affects the value of the interests of Certificateholders or the Trustee in any of the Mortgage Loans, within 90 days from the date of discovery or notice from the Trustee, SAMI, the Master Servicer, the Securities Administrator or EMC, EMC will (i) cure such breach in all material respects, (ii) provide the Trustee with a substitute Mortgage Loan (if within two years of the Closing Date) or (iii) purchase the related Mortgage Loan at the applicable Repurchase Price. The obligations of EMC to cure, purchase or substitute shall constitute the Trustee's sole and exclusive remedy respecting a breach of such representations and warranties.

with the person to whom the Mortgaged Property has been conveyed or is proposed to be conveyed pursuant to which the original Mortgagor is released from liability and such person is substituted as Mortgagor and becomes liable under the related Mortgage Note. Any such substitution of liability agreement will be in lieu of an assumption agreement.

The Servicer will proceed with reasonable diligence to collect all payments due under each Mortgage Loan, and will, to the extent such procedures will be consistent with the Servicing Agreement and the terms and provisions of the related Primary Mortgage Insurance Policy, follow such collection procedures as it follows with respect to mortgage loans comparable to the Mortgage Loans and held for its own account. Further, the Servicer will take reasonable care in ascertaining and estimating annual ground rents, taxes, assessments, water rates, fire and hazard insurance premiums, mortgage insurance premiums, and all other charges that, as provided in the mortgage, will become due and payable, to the end that the installments payable by the Mortgagors will be sufficient to pay such charges as and when they become due and payable.

The Servicer will segregate and hold all funds collected and received pursuant to each Mortgage Loan which constitute ground rents, taxes, assessments, water rates, sewer rents, municipal charges, mortgage insurance premiums, fire and hazard insurance premiums, condominium charges, and any other payments required to be escrowed by the Mortgagor with the mortgagee pursuant to the mortgage or any other document ("Escrow Payments"), separate and apart from any of the Servicer's own funds and general assets and will establish and maintain, in addition to the Protected Account described under "—Protected Account," one or more accounts (each a "Servicing Account"). Each Servicing Account will be established with a qualified depository as set forth in the Servicing Agreement. To the extent such funds are not deposited in a Servicing Account, such funds may be invested in Permitted Investments (as defined in the Agreement). Funds deposited in a Servicing Account may be drawn on by the Servicer in accordance with the terms of the Servicing Agreement. The Servicer will bear any losses incurred with respect to the Permitted Investments. The amount of any such losses will be immediately deposited by the Servicer in the Servicing Account, as appropriate, out of the Servicer's own funds, with no right to reimbursement therefor.

The Servicer will deposit in a mortgage clearing account on a daily basis, and in the Escrow Account or Accounts no later than the second Business Day after receipt of funds and retain therein:

(i) all Escrow Payments collected on account of the Mortgage Loans, for the purpose of effecting timely payment of any items as are required under the terms of the Servicing Agreement;

(ii) all Insurance Proceeds which are to be applied to the restoration or repair of any Mortgaged Property; and

(iii) all servicing advances for Mortgagors whose Escrow Payments are insufficient to cover escrow disbursements.

The Servicer will make withdrawals from an Escrow Account only to effect such payments as are required under the Servicing Agreement, and for such other purposes as will be as set forth below. Except as provided below, the Servicer will be entitled to retain any interest paid on funds deposited in an Escrow Account by the qualified depository.

Withdrawals from the Escrow Account may be made by the Servicer only:

(i) to effect timely payments of ground rents, taxes, assessments, water rates, fire and hazard insurance premiums, primary mortgage insurance policy premiums, if applicable, and comparable items;

(ii) to reimburse Servicer for any servicing advance made by Servicer with respect to a related Mortgage Loan, but only from amounts received on the related Mortgage Loan which represent late payments or collections of Escrow Payments thereunder;

restoration or repair of the related Mortgaged Property or released to the Mortgagor in accordance with normal servicing procedures are to be deposited in a Protected Account.

Realization upon Defaulted Mortgage Loans

The Servicer will use its reasonable efforts, consistent with the procedures that the Servicer would use in servicing loans for its own account and the requirements of the Fannie Mae Guide, to foreclose upon or otherwise comparably convert the ownership of properties securing such of the Mortgage Loans as come into and continue in default and as to which no satisfactory arrangements can be made for collection of delinquent payments pursuant to the Servicing Agreement. The Servicer will use its reasonable efforts to realize upon defaulted Mortgage Loans in such manner as will maximize the receipt of principal and interest by the Trust, taking into account, among other things, the timing of foreclosure proceedings. The foregoing is subject to the provisions that, in any case in which Mortgaged Property will have suffered damage, the Servicer will not be required to expend its own funds toward the restoration of such property unless it will determine in its discretion (i) that such restoration will increase the proceeds of liquidation of the related Mortgage Loan to the Trust after reimbursement to itself for such expenses, and (ii) that such expenses will be recoverable by the Servicer through Insurance Proceeds or Liquidation Proceeds from the related Mortgaged Property, as contemplated in the Servicing Agreement. The Servicer will be responsible for all costs and expenses incurred by it in any such proceedings or functions as servicing advances; provided, however, that it will be entitled to reimbursement therefor as provided in the Servicing Agreement. Notwithstanding anything to the contrary contained herein, in connection with a foreclosure or acceptance of a deed in lieu of foreclosure, in the event the Servicer has reasonable cause to believe that a Mortgaged Property is contaminated by hazardous or toxic substances or wastes, or if the Trustee otherwise requests an environmental inspection or review of such Mortgaged Property, such an inspection or review is to be conducted by a qualified inspector. Upon completion of the inspection, the Servicer will promptly provide the Trustee with a written report of the environmental inspection. After reviewing the environmental inspection report, the Trustee will determine how the Servicer will proceed with respect to the Mortgaged Property.

Since Insurance Proceeds cannot exceed deficiency claims and certain expenses incurred by the Master Servicer, no insurance payments will result in a recovery to Certificateholders which exceeds the principal balance of the defaulted Mortgage Loan together with accrued interest thereon at its Net Rate.

Servicing Compensation and Payment of Expenses

As compensation for its services under the Servicing Agreement, the Servicer will be entitled to receive a fee (the "Servicing Fee") equal to the Servicing Fee Rate multiplied by the Scheduled Principal Balance of each Mortgage Loan as of the Due Date in the month preceding the month in which such Distribution Date occurs. The "Servicing Fee Rate" for each Mortgage Loan will be 0.375% per annum. The Servicer will be entitled to withdraw from the Protected Account or to retain from interest payments on the Mortgage Loans the amounts provided for as the Servicer's Servicing Fee. Additional servicing compensation in the form of assumption fees, late payment charges and other ancillary fees (excluding any prepayment penalties) will be retained by the Servicer to the extent not required to be deposited in the Protected Account. The Servicer will be required to pay all expenses incurred by it in connection with its servicing activities under the Servicing Agreement and will not be entitled to reimbursement therefor except as specifically provided for in the Servicing Agreement.

Protected Account

The Servicer will segregate and hold all funds collected and received pursuant to each Mortgage Loan separate and apart from any of its own funds and general assets and will establish and maintain one or more Protected Accounts. Each Protected Account will be established with a qualified depository. To the extent such funds are not deposited in a Protected Account, such funds may be invested in Permitted Investments for the benefit of the Trust (with any income earned thereon for the benefit of the Servicer). Funds deposited in the Protected Account may be drawn on by the Servicer in accordance with the terms of the Servicing Agreement. The creation of any Protected Account will be evidenced by a letter agreement in the form shown in the Servicing Agreement. The original of such letter agreement will be furnished to the Trustee upon request. The Servicer will bear any losses incurred with respect to Permitted Investments. The amount of any such losses will be immediately deposited by the Servicer in the Protected Account, as appropriate, out of the Servicer's own funds, with no right to reimbursement therefor.

(vi) to transfer funds to another qualified depository in accordance with the terms of the Servicing Agreement;

(vii) to reimburse itself as provided in the Servicing Agreement;

(viii) to remove funds inadvertently placed in the Protected Account in error by the Servicer; and

(ix) to clear and terminate the Protected Account upon the termination of the related Servicing Agreement.

On the 18th day of each month, or, if such day is not a Business Day, the preceding Business Day (the "Servicer Remittance Date"), the Servicer will withdraw or cause to be withdrawn from the Protected Accounts and any other permitted accounts, and will remit to the Trustee for deposit in the Distribution Account, the Available Funds for such Distribution Date.

As additional compensation for its servicing obligations, the Servicer is entitled to receive all investment earnings on amounts in the Protected Accounts.

Distribution Account

The Trustee shall establish and maintain in the name of the Trustee, for the benefit of the Certificateholders, an account (the "Distribution Account"). The Distribution Account and amounts at any time credited thereto shall comply with the requirements of the Agreement and shall meet the requirements of the Rating Agencies. The Trustee shall invest amounts on deposit in the Distribution Account in Permitted Investments at the direction of the Master Servicer, who shall be entitled to any amounts earned on deposit in such account (such amounts, the "Master Servicing Fee"). The Trustee will deposit in the Distribution Account, as received, the following amounts:

(i) Any amounts withdrawn from a Protected Account or other permitted account;

(ii) Any Monthly Advance and Compensating Interest Payments;

(iii) Any Insurance Proceeds or Liquidation Proceeds received by the Servicer which were not deposited in a Protected Account or other permitted account;

(iv) The Repurchase Price with respect to any Mortgage Loans repurchased, and all proceeds of any Mortgage Loans or property acquired in connection with the optional termination of the Trust;

(v) Any amounts required to be deposited with respect to losses on Permitted Investments; and

(vi) Any other amounts received by or on behalf of the Servicer, the Master Servicer or the Trustee and required to be deposited in the Distribution Account pursuant to the Agreement.

On each Distribution Date, the Trustee shall pay the Master Servicing Fee to the Master Servicer, and shall pay the Certificateholders in accordance with the provisions set forth under "Description of the Certificates–Distributions on the Certificates." The Trustee, the Master Servicer and the Securities Administrator shall be entitled to the reimbursement of expenses incurred in connection with their respective duties as permitted under the Agreement out of the funds on deposit in the Distribution Account.

Certain Matters Regarding the Master Servicer

The Agreement will generally provide that the Master Servicer may not resign from its obligations and duties thereunder, except upon determination, evidenced by an opinion of counsel to such effect, that the performance of such duties is no longer permissible under applicable law. No such resignation will become effective until the Trustee or a successor has assumed the obligations and duties of the Master Servicer to the extent required under the Agreement. The Master Servicer, however, has the right, with the written consent of the Trustee (which

Upon the receipt by the Master Servicer of such written notice, all authority and power of the Master Servicer under the Agreement, whether with respect to the Certificates, the Mortgage Loans or under any other related agreements (but only to the extent that such other agreements relate to the Mortgage Loans), shall, subject to the provisions of the Agreement and to bankruptcy, insolvency or similar laws, if applicable, automatically and without further action pass to and be vested in the Trustee. Upon the receipt by the Master Servicer of a notice of termination or an opinion of counsel to the effect that the Master Servicer is legally unable to act or to delegate its duties to a person which is legally able to act, the Trustee shall automatically become the successor in all respects to the Master Servicer in its capacity under the Agreement and the transactions set forth or provided for therein and shall thereafter be subject to all the responsibilities, duties, liabilities and limitations on liabilities relating thereto placed on the Master Servicer by the terms and provisions thereof; provided, however, that the Trustee (i) shall be under no obligation to repurchase any Mortgage Loan; and (ii) shall have no obligation whatsoever with respect to any liability incurred by the Master Servicer at or prior to the time of receipt by the Master Servicer of such notice or of such opinion of counsel. As compensation therefor, the Trustee shall be entitled to all funds relating to the Mortgage Loans which the Master Servicer would have been entitled to retain if the Master Servicer had continued to act as such, except for those amounts due the Master Servicer as reimbursement for advances previously made or expenses previously incurred. Notwithstanding the above, the Trustee may, if it shall be unwilling so to act, or shall, if it is legally unable so to act, appoint, or petition a court of competent jurisdiction to appoint, any established housing and home finance institution which is a Fannie Mae or Freddie Mac approved servicer as the successor to the Master Servicer under the Agreement in the assumption of all or any part of the responsibilities, duties or liabilities of the Master Servicer under the Agreement. Pending appointment of a successor to the Master Servicer under the Agreement, the Trustee shall act in such capacity as provided under the Agreement. In connection with such appointment and assumption, the Trustee may make such arrangements for the compensation of such successor out of payments on Mortgage Loans as it and such successor shall agree; provided, however, that no such compensation shall be in excess of that permitted the Trustee as provided above, and that such successor shall undertake and assume the obligations of the Trustee to pay compensation to any third person acting as an agent or independent contractor in the performance of master servicing responsibilities under the Agreement. Notwithstanding the foregoing, in the case of such appointment and assumption, the Trustee will be entitled to reimbursement for any costs and expenses incurred in connection with the appointment of such successor master servicer.

Monthly Advances

If the Scheduled Payment on a Mortgage Loan which was due on a related Due Date is delinquent other than as a result of application of the Relief Act, the Servicer will remit to the Trustee on the Servicer Remittance Date an amount equal to such delinquency, net of the Servicing Fee Rate except to the extent the Servicer determines any such advance to be nonrecoverable from Liquidation Proceeds, Insurance Proceeds or from future payments on the Mortgage Loan for which such advance was made. Subject to the foregoing, such advances will be made by the Servicer through final disposition or liquidation of the related Mortgaged Property, or until such time as specified in the related Servicing Agreement. Failure by the Servicer to remit any required advance, which failure goes unremedied for the days specified in the related Servicing Agreement, would constitute an event of default under such Servicing Agreement. Such event of default shall then obligate the Master Servicer to advance such amounts to the Distribution Account to the extent provided in the Agreement. Any failure of the Master Servicer to make such advances would constitute an Event of Default as discussed under "—Events of Default" above. The Trustee, as successor master servicer, will be required to make an advance which the Master Servicer is required to make but fails to do so.

Reports to Certificateholders

On each Distribution Date, the Securities Administrator will make available a report setting forth certain information with respect to the composition of the payment being made, the Current Principal Amount of an individual Certificate following such payment and certain other information relating to the Certificates and the Mortgage Loans (and, at its option, any additional files containing the same information in an alternative format), to be provided to each holder of Certificates and the Rating Agencies via the Securities Administrator's internet website. The address of the Securities Administrator's internet website can be obtained by calling the Securities Administrator's customer service desk at (301) 815-6600. Parties that are unable to use the above distribution options are entitled to have a paper copy mailed to them via first class mail by calling the Securities Administrator's customer service desk and indicating such. The Securities Administrator will have the right to change the way such

FEDERAL INCOME TAX CONSIDERATIONS

Upon the issuance of the Offered Certificates, Greenberg Traurig, LLP, counsel to the Seller, will deliver its opinion generally to the effect that, assuming compliance with all provisions of the Agreement, for federal income tax purposes, the Trust Fund (other than the Carryover Shortfall Reserve Fund) will qualify as two REMICs under the Internal Revenue Code of 1986 (the "Code"). The Certificates (other than the Residual Certificates) will represent regular interests in a REMIC and are herein referred to as the "Regular Certificates" or the "REMIC Regular Certificates." The Class A-1, Class A-2, Class B-1, Class B-2 and Class B-3 Certificates also will represent the right to receive payments in respect of Shortfall Carryover Amounts, which shall not be an entitlement from any REMIC but from the Carryover Shortfall Reserve Fund. The Class X Certificates also will represent the obligation to make payments in respect of Shortfall Carryover Amounts, which shall not be an interest in any REMIC but a contractual obligation of the holder of the Class X Certificates. The Class R-I and Class R-II Certificates will be designated as the residual interest in each REMIC and are herein referred to as the "Residual Certificates" or the "REMIC Residual Certificates". All Certificateholders are advised to see "Federal Income Tax Consequences" in the Prospectus for a discussion of the anticipated federal income tax consequences of the purchase, ownership and disposition of the REMIC Regular Certificates and the REMIC Residual Certificates.

Because the Regular Certificates will be considered to represent regular interests in a REMIC, they generally will be taxable as debt obligations under the Code, and interest paid or accrued on the Regular Certificates, including original issue discount with respect to any Regular Certificates issued with original issue discount, will be taxable to Certificateholders in accordance with the accrual method of accounting, regardless of their usual method of accounting. It is anticipated that, for federal income tax purposes, the Interest Only Certificates, the Class B-2 Certificates and the Class B-3 Certificates may, and the remaining Offered Certificates that are Regular Certificates will not, be issued with original issue discount. See "Federal Income Tax Consequences—REMIC Regular Securities—Original Issue Discount" in the Prospectus. The Internal Revenue Service, or IRS, has issued OID regulations under Sections 1271 to 1275 of the Code generally addressing the treatment of debt instruments issued with original issue discount (the "OID Regulations"). All purchasers of REMIC Regular Certificates are urged to consult their tax advisors for advice regarding the effect, in any, of the original issue discount provisions and regulations on the purchase of the Regular Certificates. The prepayment assumption that will be used in determining the rate of accrual of original issue discount with respect to the Certificates is 25% CPR. The prepayment assumption represents a rate of payment of unscheduled principal on a pool of mortgage loans, expressed as an annualized percentage of the outstanding principal balance of such mortgage loans at the beginning of each period. See "Yield and Prepayment Considerations—Prepayment Model" herein for a description of the prepayment assumption model used herein. However, no representation is made as to the rate at which prepayments actually will occur.

In certain circumstances the OID Regulations permit the holder of a debt instrument to recognize original issue discount under a method that differs from that used by the issuer. Accordingly, it is possible that the holder of a Regular Certificate may be able to select a method for recognizing original issue discount that differs from that used by the Trustee in preparing reports to the Certificateholders and the IRS.

Certain Classes of the Offered Certificates that are Regular Certificates may be treated for federal income tax purposes as having been issued at a premium. Whether any holder of such a Class of Certificates will be treated as holding a certificate with amortizable bond premium will depend on such Certificateholder's purchase price and the distributions remaining to be made on such Certificate at the time of its acquisition by such Certificateholder. Holders of such Classes of Certificates should consult their tax advisors regarding the possibility of making an election to amortize such premium. See "Federal Income Tax Consequences—REMIC Regular Certificates—Original Issue Discount" and "—Premium" in the Prospectus.

Each holder of a Class A-1, Class A-2, Class B-1, Class B-2 and Class B-3 Certificate is deemed to own an undivided beneficial ownership interest in two assets, a REMIC regular interest and the right to receive payments in respect of the Carryover Shortfall Amount. Each holder of a Class X Certificate is deemed to own an undivided beneficial ownership interest in a REMIC regular interest and the obligation to make payments in respect of the Carryover Shortfall Amount. Under the REMIC regulations, each holder of Class A-1, Class A-2, Class B-1, Class

proportion that the assets of the Trust would be so treated. In addition, interest on the Offered Certificates will be treated as "interest on obligations secured by mortgages on real property" under Section 856(c)(3)(B) of the Code generally to the extent that such Offered Certificates are treated as "real estate assets" under Section 856(c)(4)(A) of the Code. Moreover, the Offered Certificates will be "qualified mortgages" within the meaning of Section 860G(a)(3) of the Code. However, prospective investors in Offered Certificates that will be generally treated as assets described in Section 860G(a)(3) of the Code should note that, notwithstanding such treatment, any repurchase of such a Certificate pursuant to the right of the Master Servicer or the Seller to repurchase such Offered Certificates may adversely affect any REMIC that holds such Offered Certificates if such repurchase is made under circumstances giving rise to a Prohibited Transaction Tax. See "Pooling and Servicing Agreement—Termination" in this Prospectus Supplement and "Material Federal Income Tax Consequences" in the Prospectus.

The holders of the Offered Certificates will be required to include in income interest on their Certificates in accordance with the accrual method of accounting. As noted above, each holder of a Class A-1, Class A-2, Class B-1, Class B-2 or Class B-3 Certificate will be required to allocate a portion of the purchase price paid for its Certificates to the right to receive payments in respect of Carryover Shortfall Amounts. The value of the right to receive any such Carryover Shortfall Amounts is a question of fact which could be subject to differing interpretations. Because the Carryover Shortfall Amount is treated as a separate right of the Class A-1, Class A-2, Class B-1, Class B-2 and Class B-3 Certificates not payable by any REMIC and a separate obligation of the Class X Certificateholders, such right (or obligation) will not be treated as a qualifying asset for any such Certificateholder that is a mutual savings bank, domestic building and loan association, real estate investment trust, or real estate mortgage investment conduit, and any amounts received in respect of Carryover Shortfall Amounts will not be qualifying real estate income for real estate investment trusts.

Special Tax Considerations Applicable to Residual Certificates

The Residual Certificates generally will not be treated as evidences of indebtedness for federal income tax purposes. Instead, the Residual Certificates will be treated as residual interests in each REMIC, representing rights to the taxable income or net loss of each REMIC. Holders of the Residual Certificates will be required to report and will be taxed on their pro rata share of such income or loss, and such reporting requirements will continue until there are no Certificates of any Class outstanding, even though holders of Residual Certificates previously may have received full payment of any stated interest and principal. The taxable income of holders of the Residual Certificates attributable to the Residual Certificates may exceed any principal and interest payments received by such Certificateholders during the corresponding period, which would result in a negligible (or even negative) after-tax return, in certain circumstances. Furthermore, because the tax on income may exceed the cash distributions with respect to the earlier accrual periods of the term of the REMIC, Residual Certificateholders should have other sources of funds sufficient to pay any federal income taxes due in the earlier years of the REMIC's term as a result of their ownership of the Residual Certificates.

An individual, trust or estate that holds (whether directly or indirectly through certain pass-through entities) a Residual Certificate may have significant additional gross income with respect to, but may be subject to limitations on the deductibility of, the Servicing Fee and other administrative expenses properly allocable to the REMIC in computing such Certificateholder's regular tax liability, and will not be able to deduct such fees or expenses to any extent in computing such Certificateholder's alternative minimum tax liability. Such expenses will be allocated, for federal income tax information reporting purposes, entirely to the Residual Certificates. See "Federal Income Tax Consequences—REMIC Residual Certificates" and "—REMIC Residual Certificates—Mismatching of Income and Deductions; Excess Inclusions" in the Prospectus.

The IRS has issued final REMIC regulations that add to the conditions described in the Prospectus necessary to assure that a transfer of a non-economic residual interest would be respected. The additional conditions require that in order to qualify as a safe harbor transfer of a residual interest, the transferee represent that it will not cause the income "to be attributable to a foreign permanent establishment or fixed base (within the meaning of an applicable income tax treaty) of the transferee or another U.S. taxpayer" and either (i) the amount received by the transferee be no less on a present value basis than the present value of the net tax detriment attributable to holding the residual interest reduced by the present value of the projected payments to be received on the residual interest or (ii) the transfer is to a domestic taxable corporation with specified large amounts of gross and net assets and that meets certain other requirements where agreement is made that all future transfers will be to taxable domestic

ERISA CONSIDERATIONS

Fiduciaries of employee benefit plans subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") should consider the ERISA fiduciary investment standards before authorizing an investment by a plan in the Certificates. In addition, fiduciaries of employee benefit plans subject to Title I of ERISA, as well as certain plans or other retirement arrangements not subject to ERISA, but which are subject to Section 4975 of the Code (such as individual retirement accounts and Keogh plans covering only a sole proprietor, or partners), or any entity whose underlying assets include plan assets by reason of a plan or account investing in such entity, including an insurance company general account (collectively, "Plan(s)"), should consult with their legal counsel to determine whether an investment in the Certificates will cause the assets of the Trust ("Trust Assets") to be considered plan assets pursuant to the plan asset regulations set forth at 29 C.F.R. § 2510.3-101 (the "Plan Asset Regulations"), thereby subjecting the Plan to the prohibited transaction rules with respect to the Trust Assets and the Trustee or the Master Servicer to the fiduciary investments standards of ERISA, or cause the excise tax provisions of Section 4975 of the Code to apply to the Trust Assets, unless an exemption granted by the Department of Labor applies to the purchase, sale, transfer or holding of the Certificates.

On November 13, 2000, the Department of Labor amended Prohibited Transaction Exemption 90-30 (the "Exemption") issued to the Underwriter to permit a pass-through certificate, whether senior or subordinate, representing beneficial ownership in a trust primarily consisting of residential or home equity loans that have loan-to-value ratios of 100% or less to be purchased and held by or on behalf of, or with plan assets of, a Plan so long as that certificate is rated "BBB-" or better at the time of purchase. See Prohibited Transaction Exemption 2000-58, 65 Fed. Reg. 67765 (November 13, 2000). Accordingly, the exemptive relief provided by the Exemption may be available with respect to the purchase or holding of the Offered Certificates (other than the Residual Certificates), but such availability depends, in part, upon facts unknown to SAMI or which it cannot control, such as those relating to the circumstances of the Plan purchaser or the Plan fiduciary making the decision to purchase such Class of Offered Certificates. Therefore, before purchasing such Offered Certificate, a fiduciary of a Plan should make its own determination as to the availability of exemptive relief provided by the Exemption (including the requirement that such Certificates be rated "BBB-" or better at the time of purchase) or the availability of any other prohibited transaction exemptions, and whether the conditions of any such exemption will be applicable to such Certificates. See "ERISA Considerations" in the Prospectus.

Because the exemptive relief afforded by the Exemption or any similar exemption that may be available will not likely apply to the purchase, sale or holding of the Residual Certificates, no Residual Certificate or any interest therein may be acquired or held by any Plan, any Trustee or other person acting on behalf of any Plan, or any other person using plan assets to effect such acquisition or holding— a plan investor—unless the transferee provides the Seller, the Master Servicer and the Trustee with an opinion of counsel satisfactory to those entities, which opinion will not be at the expense of those entities, that the purchase of the Residual Certificates by or on behalf of the plan investor will not constitute or result in the assets of the Trust being deemed to be "plan assets" subject to the prohibited transactions provisions of ERISA or Code Section 4975 and will not subject the Seller, the Master Servicer or the Trustee to any obligation in addition to those undertaken in the Agreement. Each beneficial owner of a Residual Certificate or any interest therein, unless it has provided the above opinion of counsel, shall be deemed to have represented, by virtue of its acquisition or holding of that certificate or interest therein, that it is not a plan investor.

Any Plan fiduciary which proposes to cause a Plan to purchase Residual Certificates should consult with its own counsel with respect to the potential consequences under ERISA and the Code of the Plan's acquisition and ownership of such Certificates. Assets of a Plan should not be invested in the Certificates unless it is clear that the Exemption or any other prohibited transaction exemption will apply and exempt all potential prohibited transactions.

A governmental plan as defined in Section 3 (32) of ERISA is not subject to ERISA, or Section 4975 of the Code. However, such governmental plan may be subject to federal, state and local law, which is, to a material extent, similar to the provisions of ERISA or Section 4975 of the Code ("Similar Law"). A fiduciary of a governmental plan should make its own determination as to the propriety of such investment under applicable fiduciary or other investment standards, and the need for and the availability of any exemptive relief under any Similar Law.

All investors whose investment activities are subject to legal investment laws and regulations or to review by certain regulatory authorities may be subject to restrictions on investment in the Certificates. Any such institution should consult its own legal advisors in determining whether and to what extent there may be restrictions on its ability to invest in the Certificates. See "Legal Investment" in the Prospectus.

RESTRICTIONS ON PURCHASE AND TRANSFER OF THE RESIDUAL CERTIFICATES

The Residual Certificates are not offered for sale to any investor that is a "disqualified organization" as described in "Federal Income Tax Consequences–Transfers of REMIC Residual Certificates–Tax on Disposition of REMIC Residual Certificates" and "–Restrictions on Transfer; Holding by Pass-Through Entities" in the Prospectus.

A Residual Certificate (or interests therein) may not be transferred without the prior express written consent of the holder of the Residual Certificate who is a "Tax Matters Person" as defined in the Code and by SAMI. SAMI will not give its consent to any proposed transfer to a disqualified organization, including any publicly traded partnership. As a prerequisite to such consent to any other transfer, the proposed transferee must provide the Tax Matters Person, the Trustee and SAMI with an affidavit that the proposed transferee is not a "disqualified organization" or publicly traded partnership (and, unless the Tax Matters Person and SAMI consent to the transfer to a person who is not a U.S. Person (as defined below), an affidavit that it is a U.S. Person). Notwithstanding the fulfillment of the prerequisites described above, the Tax Matters Person or SAMI may withhold its consent to a transfer, but only to the extent necessary to avoid a risk of REMIC disqualification or REMIC-level tax. In the event that legislation is enacted which would subject the Trust to tax (or disqualify any REMIC as a REMIC) on the transfer of an interest in the Residual Certificate to any other person or persons, the Tax Matters Person and SAMI may, without action on the part of Holders, amend the Agreement to restrict or prohibit prospectively such transfer. A transfer in violation of the restrictions set forth herein may subject a Residual Certificateholder to taxation. See "Federal Income Tax Consequences–Transfers of REMIC Residual Certificates–Tax on Disposition of REMIC Residual Certificates" and "–Restrictions on Transfer; Holding by Pass-Through Entities" in the Prospectus. Moreover, certain transfers of a Residual Certificate that are effective to transfer legal ownership may nevertheless be ineffective to transfer ownership for federal income tax purposes, if at the time of the transfer the Residual Certificate represents a "non-economic residual interest" as defined in the REMIC Regulations and if avoiding or impeding the assessment or collection of tax is a significant purpose of the transfer. See "Federal Income Tax Consequences–Transfers of REMIC Residual Certificates" and "–Restrictions on Transfer; Holding by Pass-Through Entities" in the Prospectus. Further, unless the Tax Matters Person and SAMI consent in writing (which consent may be withheld in the Tax Matters Person's or SAMI's sole discretion), a Residual Certificate (including a beneficial interest therein) may not be purchased by or transferred to any person who is not a "United States person," as such term is defined in Section 7701(a)(30) of the Code (a "U.S. Person").

METHOD OF DISTRIBUTION

Subject to the terms and conditions set forth in the Underwriting Agreement, the Offered Certificates are being purchased from SAMI by the Underwriter upon issuance. The Underwriter is an affiliate of SAMI and EMC. The Offered Certificates will be offered by the Underwriter (only as and if issued and delivered to and accepted by the Underwriter) from time to time in negotiated transactions or otherwise at varying prices to be determined at the time of sale. Proceeds to SAMI are expected to be approximately 99% of the aggregate principal balance of the Offered Certificates, as of the Cut-off Date, plus accrued interest thereon, but before deducting expenses payable by SAMI in connection with the Offered Certificates, which are estimated to be $460,000. In connection with the purchase and sale of the Offered Certificates, the Underwriter may be deemed to have received compensation from SAMI in the form of an underwriting discount.

SAMI will indemnify the Underwriter against certain civil liabilities, including liabilities under the Securities Act of 1933, as amended, or will contribute to payments the Underwriter may be required to make in respect thereof.

There is currently no secondary market for the Certificates and no assurances are made that such a market will develop. The Underwriter intends to establish a market in the Offered Certificates, but is not obligated to do so. Any such market, even if established, may or may not continue.

Investors should rely only on the information contained in this Prospectus Supplement and the accompanying Prospectus. The Seller, the Issuer or the Underwriter have not authorized anyone to provide investors with different information. This Prospectus Supplement and the accompanying Prospectus do not constitute an offer to sell or a solicitation of an offer to buy any securities other than the Certificates to any person in any state or other jurisdiction in which such offer would be unlawful. The delivery of this Prospectus Supplement and the accompanying Prospectus at any time does not imply that information herein is correct as of any time subsequent to its date.

Until 90 days after the date of this Prospectus Supplement, all dealers effecting transactions in the Certificates offered hereby, whether or not participating in this distribution, may be required to deliver a Prospectus Supplement and the Prospectus. This is in addition to the obligation of dealers to deliver a Prospectus Supplement and Prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

TABLE OF CONTENTS

Prospectus Supplement

	Page
Summary of Terms	S-4
Risk Factors	S-16
Description of the Mortgage Loans	S-19
The Master Servicer and the Servicer	S-24
Mortgage Loan Origination	S-27
Description of the Certificates	S-31
Yield And Prepayment Considerations	S-44
The Pooling and Servicing Agreement	S-51
Federal Income Tax Considerations	S-63
ERISA Considerations	S-67
Legal Investment	S-68
Restrictions on Purchase and Transfer of the Residual Certificates	S-69
Method of Distribution	S-69
Legal Matters	S-70
Rating	S-70
Index of Principal Definitions	S-71
Mortgage Loan Assumptions	A-1
Certain Characteristics of the Mortgage Loans	A-3

Prospectus

	Page
Prospectus Supplement	1
Incorporation of Certain Documents by Reference	1
Risk Factors	2
The Trust Funds	6
Use of Proceeds	19
The Seller	20
The Mortgage Loans	23
Description of the Securities	33
Exchangeable Securities	38
Credit Enhancement	45
Yield and Prepayment Considerations	47
Administration	47
Legal Aspects of the Mortgage Loans	64
Federal Income Tax Consequences	74
State Tax Consequences	110
ERISA Considerations	110
Legal Investment	119
Method of Distribution	120
Legal Matters	121
Financial Information	121
Rating	121
Where You Can Find More Information	122
Glossary	122

$494,500,100
(Approximate)

Structured Asset Mortgage

Investments Inc.

Structured Asset Mortgage Investments Trust
Mortgage Pass-Through
Certificates,
Series 2002-AR4

PROSPECTUS SUPPLEMENT

Bear, Stearns & Co. Inc.

October 29, 2002

APPENDIX A

MORTGAGE LOAN ASSUMPTIONS

Loan Number	Current Balances ($)	Current Mortgage Rate (%)	Current Net Mortgage Rate (%)	Original Term to Maturity (in months)	Remaining Term to Maturity (in Months)	Gross Margin (%)
1	90,726,583.31	3.876615799	3.501615799	305	303	2.0328041
2	50,173,950.00	3.871462034	3.496462034	302	301	2.0341762
3	38,645,165.00	3.993990338	3.618990338	301	301	2.1175935
4	901,368.28	4.680683261	4.305683261	324	321	2.0744833
5	39,999,130.34	3.988467332	3.613467332	314	312	2.0602026
6	103,535,876.20	3.826554319	3.451554319	305	304	2.0293736
7	94,827,145.00	3.778799790	3.403799790	313	313	1.9880098
8	5,653,545.00	3.910009450	3.535009450	330	330	2.1562790
9	31,952,251.20	3.900439114	3.525439114	303	303	2.0514375
10	43,585,085.68	3.839577732	3.464577732	310	310	2.0214887

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INDEX OF PRINCIPAL DEFINITIONS

Term	Page
Accrued Certificate Interest	S-34
Adjustable Rate Certificates	S-7
Agreement	S-24
Alliance	S-24
Allocable Share	S-40
Assumed Final Distribution Date	S-45
Available Funds	S-32
BancMortgage	S-20
Bankruptcy Loss	S-41
Book-Entry Certificates	S-7
Business Day	S-31
Carryover Shortfall Amount	S-34
Carryover Shortfall Reserve Fund	S-34
Cede	S-31
Certificate Register	S-32
Certificateholder	S-32
Certificates	S-20
Class Prepayment Distribution Trigger	S-40
CLTV	S-29
Code	S-63
Compensating Interest Payments	S-35
CPR	S-46
Cross-Over Date	S-33
Current Principal Amount	S-34
Debt Service Reduction	S-41
Deficient Valuation	S-41
Determination Date	S-40
Distribution Account	S-58
DTC	S-31
DTI	S-28
Due Date	S-20
Due Period	S-38
EMC	S-24
ERISA	S-67
Escrow Payments	S-54
Events of Default	S-59
Exemption	S-67
Fannie Mae Guide	S-53
Gross Margin	S-20
HomeBanc	S-20
HomeBanc Underwriting Guidelines	S-27
Index	S-20
Initial Mortgage Loans	S-20
Insurance Proceeds	S-40
Interest Determination Date	S-36
Interest Only Certificates	S-7
Interest Shortfall	S-35
LIBOR business day	S-36
Liquidated Mortgage Loan	S-41
Liquidation Proceeds	S-41
Loss Allocation Limitation	S-41
Master Servicer	S-24
Master Servicing Fee	S-58
Material Defect	S-51
Maximum Lifetime Mortgage Rate	S-21
Minimum Lifetime Mortgage Rate	S-21
Monthly Payment	S-41
Mortgage File	S-51
Mortgage Loan Seller	S-24
mortgage related securities	S-68
Mortgagor	S-35
Net Interest Shortfalls	S-35
Net Liquidation Proceeds	S-41
Net Rate	S-20
non-economic residual interest	S-69
Non-SMMEA Certificates	S-68
Notional Amount	S-35
Offered Certificates	S-31
Offered Subordinate Certificates	S-7
OID Regulations	S-63
One-Month LIBOR	S-21
Original Senior Mezzanine and Subordinate Principal Balance	S-38
Other Certificates	S-31
OTS	S-68
Outstanding Principal Balance	S-52
Pass-Through Rates	S-34
Physical Certificates	S-7
Plan Asset Regulations	S-67
plan assets	S-67
Plan(s)	S-67
Pre-Funded Amount	S-8
Pre-Funding Account	S-8
Pre-Funding Period	S-8
Prepayment Period	S-39
Primary Insurance Policies	S-21
Principal Prepayment	S-40
Rating Agencies	S-16
Realized Loss	S-41
Record Date	S-31
Reference Bank Rate	S-36
Reference Banks	S-36
Regular Certificates	S-63
REITs	S-66
Relief Act	S-35
REMIC Regular Certificates	S-63
REMIC Residual Certificates	S-63
REO Property	S-41
Repurchase Price	S-52
Repurchase Proceeds	S-40

Structured Asset Mortgage Investments Inc.
Mortgage Pass-Through Certificates
Distribution Date: 19-Mar-2014

14-Mar-2014 1:07:57PM

Structured Asset Mortgage Investments Inc.
Mortgage Pass-Through Certificates
Series 2002-AR4

Contact: Customer Service - CTSLink
Wells Fargo Bank, N.A.
Securities Administration Services
8480 Stagecoach Circle
Frederick, MD 21701-4747
www.ctslink.com
Telephone: 1-866-846-4526
Fax: 240-586-8675

Certificateholder Distribution Summary

Class	CUSIP	Record Date	Certificate Pass-Through Rate	Beginning Certificate Balance	Interest Distribution	Principal Distribution	Current Realized Loss	Ending Certificate Balance	Total Distribution	Cumulative Realized Losses
A-I	86358HQR3	03/18/2014	0.99450 %	27,331,209.70	22,650.74	556,509.26	0.00	26,774,700.44	579,160.00	0
A-2	86358HQT9	03/18/2014	0.97950 %	4,967,326.50	4,054.58	24,647.57	0.00	4,942,678.93	28,702.15	0
R-I	86358HQU6	02/28/2014	2.48759 %	0.00	0.00	0.00	0.00	0.00	0.00	0
R-II	86358HQV4	02/28/2014	2.48759 %	0.00	0.00	0.00	0.00	0.00	0.00	0
X	86358HQS1	02/28/2014	0.94521 %	0.00	25,823.07	0.00	0.00	0.00	25,823.07	0
B-1	86358HQW2	03/18/2014	1.42950 %	485,323.90	578.14	1,806.67	56,058.02	427,459.21	2,384.81	1,198,321
B-2	86358HQX0	03/18/2014	1.65450 %	0.00	0.00	0.00	0.00	0.00	0.00	1,143,939
B-3	86358HQY8	03/18/2014	1.65450 %	0.00	0.00	0.00	0.00	0.00	0.00	727,071
B-4	86358HQZ5	02/28/2014	2.48759 %	0.00	0.00	0.00	0.00	0.00	0.00	424,125
B-5	86358HRB7	02/28/2014	2.48759 %	0.00	0.00	0.00	0.00	0.00	0.00	242,357
B-6	86358HRD3	02/28/2014	2.48759 %	0.00	0.00	0.00	0.00	0.00	0.00	811,964
Totals				32,783,860.10	53,106.53	582,963.50	56,058.02	32,144,838.58	636,070.03	4,547,779

This report is compiled by Wells Fargo Bank, N.A. from information provided by third parties. Wells Fargo Bank, N.A. has not independently confirmed the accuracy of the information.

All Record Dates are based upon the governing documents and logic set forth as of closing.

ROA1028

Structured Asset Mortgage Investments Inc.
Mortgage Pass-Through Certificates
Distribution Date: 19-Mar-2014

14-Mar-2014 1:07:57PM

Structured Asset Mortgage Investments Inc.
Mortgage Pass-Through Certificates
Series 2002-AR4

Contact: Customer Service - CTSLink
Wells Fargo Bank, N.A.
Securities Administration Services
8480 Stagecoach Circle
Frederick, MD 21701-4747
www.ctslink.com
Telephone: 1-866-846-4526
Fax: 240-586-8675

Principal Distribution Statement

Class	Original Face Amount	Beginning Certificate Balance	Scheduled Principal Distribution	Unscheduled Principal Distribution	Accretion	Realized Loss	Total Principal Reduction	Ending Certificate Balance	Ending Certificate Percentage	Total Principa Distributi
A-1	457,500,000.00	27,331,209.70	135,615.77	420,893.49	0.00	0.00	556,509.26	26,774,700.44	0.05852394	556,50
A-2	22,250,000.00	4,967,326.50	24,647.57	0.00	0.00	0.00	24,647.57	4,942,678.93	0.22214287	24,64
R-I	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00000000	
R-II	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00000000	
X	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00000000	
B-1	7,000,000.00	485,323.90	1,806.67	0.00	0.00	56,058.02	57,864.69	427,459.21	0.06106560	1,80
B-2	4,750,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00000000	
B-3	3,000,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00000000	
B-4	1,750,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00000000	
B-5	1,000,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00000000	
B-6	2,750,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00000000	
Totals	500,000,100.00	32,783,860.10	162,070.01	420,893.49	0.00	56,058.02	639,021.52	32,144,838.58	0.06428966	582,96

NOTE: Accretion amount also includes Net Negative Amortization, if applicable.

ROA1029

Structured Asset Mortgage Investments Inc.
Mortgage Pass-Through Certificates
Distribution Date: 19-Mar-2014

14-Mar-2014 1:07:57PM

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Mortgage Pass-Through Certificates
Series 2002-AR4

Contact: Customer Service - CTSLink
Wells Fargo Bank, N.A.
Securities Administration Services
8480 Stagecoach Circle
Frederick, MD 21701-4747
www.ctslink.com
Telephone: 1-866-846-4526
Fax: 240-586-8675

Principal Distribution Factors Statement

Class	Original Face Amount	Beginning Certificate Balance	Scheduled Principal Distribution	Unscheduled Principal Distribution	Accretion	Realized Loss	Total Principal Reduction	Ending Certificate Balance	Ending Certificate Percentage	Total Principal Distribution
A-1	457,500,000.00	59.74034907	0.29642791	0.91998577	0.00000000	0.00000000	1.21641368	58.52393539	0.05852394	1.216413
A-2	22,250,000.00	223.25062921	1.10775596	0.00000000	0.00000000	0.00000000	1.10775596	222.14287326	0.22214287	1.107755
R-I	50.00	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.000000
R-II	50.00	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.000000
X	0.00	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.000000
B-1	7,000,000.00	69.33198571	0.25809571	0.00000000	0.00000000	8.00828857	8.26638429	61.06560143	0.06106560	0.258095
B-2	4,750,000.00	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.000000
B-3	3,000,000.00	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.000000
B-4	1,750,000.00	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.000000
B-5	1,000,000.00	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.000000
B-6	2,750,000.00	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.000000

NOTE: Accretion amount also includes Net Negative Amortization, if applicable.

NOTE: All classes are per $1,000 denomination.

ROA1030

Structured Asset Mortgage Investments Inc.
Mortgage Pass-Through Certificates
Distribution Date: 19-Mar-2014

14-Mar-2014 1:07:57PM

Structured Asset Mortgage Investments Inc.
Mortgage Pass-Through Certificates
Series 2002-AR4

Contact: Customer Service - CTSLink
Wells Fargo Bank, N.A.
Securities Administration Services
8480 Stagecoach Circle
Frederick, MD 21701-4747
www.ctslink.com
Telephone: 1-866-846-4526
Fax: 240-586-8675

Interest Distribution Statement

Class	Accrual Dates	Accrual Days	Current Certificate Rate	Beginning Certificate/ Notional Balance	Current Accrued Interest	Payment of Unpaid Interest Shortfall(1)	Current Interest Shortfall(1)	Non-Supported Interest Shortfall	Total Interest Distribution	Remaining Unpaid Interest Shortfall(1)	Endin Certific Notion Balanc
A-1	02/19/14 - 03/18/14	30	0.99450 %	27,331,209.70	22,650.74	0.00	0.00	0.00	22,650.74	0.00	26,774,7
A-2	02/19/14 - 03/18/14	30	0.97950 %	4,967,326.50	4,054.58	0.00	0.00	0.00	4,054.58	0.00	4,942,6
R-I	N/A	N/A	2.48759 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
R-II	N/A	N/A	2.48759 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
X	02/01/14 - 02/28/14	30	0.94521 %	32,783,860.09	25,823.07	0.00	0.00	0.00	25,823.07	0.00	32,144,8
B-1	02/19/14 - 03/18/14	30	1.42950 %	485,323.90	578.14	0.00	0.00	0.00	578.14	0.00	427,4
B-2	N/A	N/A	1.65450 %	0.00	0.00	0.00	0.00	0.00	0.00	16,501.88	
B-3	N/A	N/A	1.65450 %	0.00	0.00	0.00	0.00	0.00	0.00	1,958.84	
B-4	N/A	N/A	2.48759 %	0.00	0.00	0.00	0.00	0.00	0.00	12,777.51	
B-5	N/A	N/A	2.48759 %	0.00	0.00	0.00	0.00	0.00	0.00	2,100.43	
B-6	N/A	N/A	2.48759 %	0.00	0.00	0.00	0.00	0.00	0.00	1,141.75	
Totals					53,106.53	0.00	0.00	0.00	53,106.53	34,480.41	

(1) Amount also includes Coupon Cap or Basis Risk Shortfalls, if applicable.

ROA1031

Structured Asset Mortgage Investments Inc.
Mortgage Pass-Through Certificates
Distribution Date: 19-Mar-2014

14-Mar-2014 1:07:57PM

Structured Asset Mortgage Investments Inc.
Mortgage Pass-Through Certificates
Series 2002-AR4

Contact: Customer Service - CTSLink
Wells Fargo Bank, N.A.
Securities Administration Services
8480 Stagecoach Circle
Frederick, MD 21701-4747
www.ctslink.com
Telephone: 1-866-846-4526
Fax: 240-586-8675

Interest Distribution Factors Statement

Class	Original Face Amount	Current Certificate Rate	Beginning Certificate/ Notional Balance	Current Accrued Interest	Payment of Unpaid Interest Shortfall(1)	Current Interest Shortfall(1)	Non-Supported Interest Shortfall	Total Interest Distribution	Remaining Unpaid Interest Shortfall(1)	Ending Certificat Notional Balance
A-1	457,500,000.00	0.99450 %	59.74034907	0.04950981	0.00000000	0.00000000	0.00000000	0.04950981	0.00000000	58.5239
A-2	22,250,000.00	0.97950 %	223.25062921	0.18222831	0.00000000	0.00000000	0.00000000	0.18222831	0.00000000	222.1428
R-I	50.00	2.48759 %	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.0000
R-II	50.00	2.48759 %	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.0000
X	0.00	0.94521 %	66.29698704	0.05222057	0.00000000	0.00000000	0.00000000	0.05222057	0.00000000	65.0047
B-1	7,000,000.00	1.42950 %	69.33198571	0.08259143	0.00000000	0.00000000	0.00000000	0.08259143	0.00000000	61.0656
B-2	4,750,000.00	1.65450 %	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	3.47408000	0.0000
B-3	3,000,000.00	1.65450 %	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.65294667	0.0000
B-4	1,750,000.00	2.48759 %	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	7.30143429	0.0000
B-5	1,000,000.00	2.48759 %	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	2.10043000	0.0000
B-6	2,750,000.00	2.48759 %	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.41518182	0.0000

(1) Amount also includes Coupon Cap or Basis Risk Shortfalls, if applicable.

NOTE: All classes are per $1,000 denomination.

ROA1032

Structured Asset Mortgage Investments Inc.
Mortgage Pass-Through Certificates
Distribution Date: 19-Mar-2014

14-Mar-2014 1:07:57PM

Structured Asset Mortgage Investments Inc.
Mortgage Pass-Through Certificates
Series 2002-AR4

Contact: Customer Service - CTSLink
Wells Fargo Bank, N.A.
Securities Administration Services
8480 Stagecoach Circle
Frederick, MD 21701-4747
www.ctslink.com
Telephone: 1-866-846-4526
Fax: 240-586-8675

Certificateholder Account Statement

CERTIFICATE ACCOUNT	
Beginning Balance	0.00
Deposits	
Payments of Interest and Principal	706,702.54
Reserve Funds and Credit Enhancements	0.00
Proceeds from Repurchased Loans	0.00
Servicer Advances	44,857.10
Gains & Subsequent Recoveries (Realized Losses)	(55,456.54)
Total Deposits	696,103.10
Withdrawals	
Reserve Funds and Credit Enhancements	0.00
Reimbursement for Servicer Advances	49,788.11
Total Administration Fees	10,244.96
Payment of Interest and Principal	636,070.03
Total Withdrawals (Pool Distribution Amount)	696,103.10
Ending Balance	0.00

Servicer Advances are calculated as delinquent scheduled principal and interest.

PREPAYMENT/CURTAILMENT INTEREST SHORTFALL	
Total Prepayment/Curtailment Interest Shortfall	0.00
Servicing Fee Support	0.00
Non-Supported Prepayment/Curtailment Interest Shortfall	0.00

ADMINISTRATION FEES	
Gross Servicing Fee*	10,244.96
Additional Servicing Fee	0.00
Supported Prepayment/Curtailment Interest Shortfall	0.00
Total Administration Fees	10,244.96

*Servicer Payees include: EMC MORTGAGE CORPORATION

ROA1033

Reserve and Guaranty Funds				
Account Name	Beginning Balance	Current Withdrawals	Current Deposits	Ending Balance
Reserve Fund	0.00	0.00	0.00	0.00

Structured Asset Mortgage Investments Inc.
Mortgage Pass-Through Certificates
Series 2002-AR4

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www.ctslink.com
Telephone: 1-866-846-4526
Fax: 240-586-8675

Collateral Statement

Group	Total
Collateral Description	Mixed ARM
Weighted Average Coupon Rate	2.318878
Weighted Average Net Rate	1.943878
Weighted Average Pass-Through Rate	1.943878
Weighted Average Remaining Term	169
Principal and Interest Constant	226,022.97
Beginning Loan Count	173
Loans Paid in Full	2
Ending Loan Count	171
Beginning Scheduled Balance	32,783,860.09
Ending Scheduled Balance	32,144,838.58
Actual Ending Collateral Balance	32,613,368.93
Scheduled Principal	162,671.48
Unscheduled Principal	476,350.03
Negative Amortized Principal	0.00
Scheduled Interest	63,351.49
Servicing Fees	10,244.96
Master Servicing Fees	0.00
Trustee Fee	0.00
FRY Amount	0.00
Special Hazard Fee	0.00
Other Fee	0.00
Pool Insurance Fee	0.00
Spread 1	0.00
Spread 2	0.00
Spread 3	0.00
Net Interest	53,106.53
Realized Loss Amount	55,456.54
Cumulative Realized Loss	4,493,528.12
Percentage of Cumulative Losses	0.8987
Special Servicing Fee	0.00

Structured Asset Mortgage Investments Inc.
Mortgage Pass-Through Certificates
Series 2002-AR4

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Telephone: 1-866-846-4526
Fax: 240-586-8675

Additional Reporting - Deal Level

Miscellaneous Reporting	
Average Loss Severity Percentage	29.301
Senior Percentage	83.367882%
Senior Prepayment Percentage	100.000000%
Subordinate Percentage	16.632118%
Subordinate Prepayment Percentage	0.000000%

Structured Asset Mortgage Investments Inc.
Mortgage Pass-Through Certificates
Distribution Date: 19-Mar-2014

14-Mar-2014 1:07:57PM

Structured Asset Mortgage Investments Inc.
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Series 2002-AR4

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Fax: 240-586-8675

Delinquency Status

DELINQUENT			BANKRUPTCY			FORECLOSURE			REO			TOTAL		
	No. of Loans	Actual Balance		No. of Loans	Actual Balance		No. of Loans	Actual Balance		No. of Loans	Actual Balance		No. of Loans	Actual Balance
			0-29 Days	3	385,619.93	0-29 Days	0	0.00	0-29 Days	0	0.00	0-29 Days	3	385,619.93
30 Days	7	1,324,876.94	30 Days	0	0.00	30 Days	0	0.00	30 Days	0	0.00	30 Days	7	1,324,876.94
60 Days	3	434,526.34	60 Days	0	0.00	60 Days	0	0.00	60 Days	0	0.00	60 Days	3	434,526.34
90 Days	0	0.00	90 Days	0	0.00	90 Days	0	0.00	90 Days	0	0.00	90 Days	0	0.00
120 Days	1	122,847.18	120 Days	1	137,207.32	120 Days	0	0.00	120 Days	0	0.00	120 Days	2	260,054.50
150 Days	1	96,678.70	150 Days	0	0.00	150 Days	1	211,779.87	150 Days	0	0.00	150 Days	2	308,458.57
180+ Days	2	721,081.79	180+ Days	3	457,179.38	180+ Days	12	3,138,836.43	180+ Days	3	524,748.87	180+ Days	20	4,841,846.47
	14	**2,700,010.95**		**7**	**980,006.63**		**13**	**3,350,616.30**		**3**	**524,748.87**		**37**	**7,555,382.75**
	No. of Loans	**Actual Balance**		**No. of Loans**	**Actual Balance**		**No. of Loans**	**Actual Balance**		**No. of Loans**	**Actual Balance**		**No. of Loans**	**Actual Balance**
			0-29 Days	1.754386 %	1.182398 %	0-29 Days	0.000000 %	0.000000 %	0-29 Days	0.000000 %	0.000000 %	0-29 Days	1.754386 %	1.182398 %
30 Days	4.093567 %	4.062374 %	30 Days	0.000000 %	0.000000 %	30 Days	0.000000 %	0.000000 %	30 Days	0.000000 %	0.000000 %	30 Days	4.093567 %	4.062374 %
60 Days	1.754386 %	1.332356 %	60 Days	0.000000 %	0.000000 %	60 Days	0.000000 %	0.000000 %	60 Days	0.000000 %	0.000000 %	60 Days	1.754386 %	1.332356 %
90 Days	0.000000 %	0.000000 %	90 Days	0.000000 %	0.000000 %	90 Days	0.000000 %	0.000000 %	90 Days	0.000000 %	0.000000 %	90 Days	0.000000 %	0.000000 %
120 Days	0.584795 %	0.376677 %	120 Days	0.584795 %	0.420709 %	120 Days	0.000000 %	0.000000 %	120 Days	0.000000 %	0.000000 %	120 Days	1.169591 %	0.797386 %
150 Days	0.584795 %	0.296439 %	150 Days	0.000000 %	0.000000 %	150 Days	0.584795 %	0.649365 %	150 Days	0.000000 %	0.000000 %	150 Days	1.169591 %	0.945804 %
180+ Days	1.169591 %	2.211001 %	180+ Days	1.754386 %	1.401816 %	180+ Days	7.017544 %	9.624386 %	180+ Days	1.754386 %	1.608999 %	180+ Days	11.695906 %	14.846202 %
	8.187135 %	**8.278847 %**		**4.093567 %**	**3.004923 %**		**7.602339 %**	**10.273751 %**		**1.754386 %**	**1.608999 %**		**21.637427 %**	**23.166520 %**

Current Period Class A Insufficient Funds 0.00 Principal Balance of Contaminated Properties 0.00 Periodic Advance 44,857.10

ROA1036

Structured Asset Mortgage Investments Inc.
Mortgage Pass-Through Certificates
Distribution Date: 19-Mar-2014

14-Mar-2014 1:07:57PM

Structured Asset Mortgage Investments Inc.
Mortgage Pass-Through Certificates
Series 2002-AR4

Contact: Customer Service - CTSLink
Wells Fargo Bank, N.A.
Securities Administration Services
8480 Stagecoach Circle
Frederick, MD 21701-4747
www.ctslink.com
Telephone: 1-866-846-4526
Fax: 240-586-8675

180+ Delinquency Summary

Days Delinquent	Summary: Number Of Loans	Outstanding Actual Balance($)	Percentage Of Balance(%)
180 - 209	1	115,609.00	0.354
240 - 269	1	149,992.80	0.460
270 - 299	1	963,863.42	2.955
390 - 419	3	498,832.05	1.530
480 - 509	1	193,160.79	0.592
510 - 539	2	415,746.76	1.275
540 - 569	2	328,336.06	1.007
870 - 899	1	160,125.63	0.491
990 - 1019	1	223,727.88	0.686
1080 - 1109	2	297,232.42	0.911
1260 - 1289	1	537,182.20	1.647
1320 - 1349	1	364,560.00	1.118
1440 - 1469	2	441,727.46	1.354
2040 - 2069	1	151,750.00	0.465
Total	20	4,841,846.47	14.845

This report includes all loans greater than 180 days delinquent regardless of status (REO, Foreclosure, Bankruptcy)

ROA1037

Structured Asset Mortgage Investments Inc.
Mortgage Pass-Through Certificates
Distribution Date: 19-Mar-2014

14-Mar-2014 1:07:57PM

Structured Asset Mortgage Investments Inc.
Mortgage Pass-Through Certificates
Series 2002-AR4

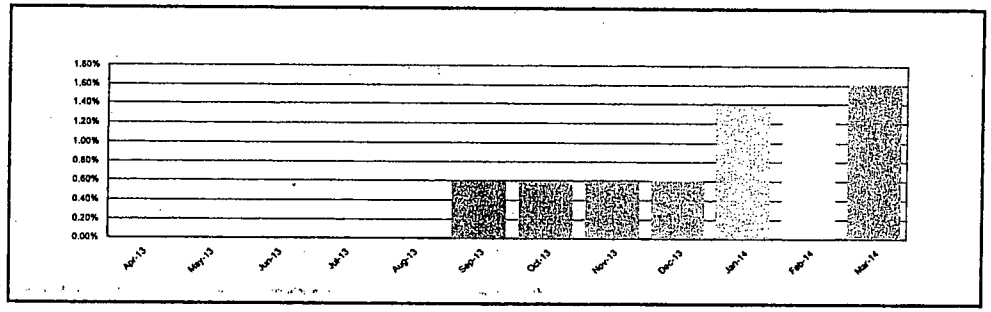
Contact: Customer Service - CTSLink
Wells Fargo Bank, N.A.
Securities Administration Services
8480 Stagecoach Circle
Frederick, MD 21701-4747
www.ctslink.com
Telephone: 1-866-846-4526
Fax: 240-586-8675

REO Detail - All Mortgage Loans in REO during Current Period

Summary

New REO Loans	
Loans in REO	2
Original Principal Balance	269,750.00
Current Actual Balance	266,921.00
Current REO Total	
Loans in REO	3
Original Principal Balance	528,700.00
Current Actual Balance	524,748.87

12 Month REO History



REO Loan Detail - All Mortgage Loans in REO during Current Period

Group	Loan Number	Month Loan Entered REO	First Payment Date	State	LTV at Origination	Original Principal Balance	Current Actual Balance	Paid To Date	Months Delinquent	Current Loan Rate	Approxima Delinquer Interest
Summary	0021792155	Mar-2014	01-Oct-2002	GA	94.97	118,000.00	115,171.00	01-Jan-2013	13	2.250%	2,800.38
Summary	0021805007	Mar-2014	01-Oct-2002	GA	89.26	151,750.00	151,750.00	01-Jun-2008	68	2.125%	21,016.45
Summary	1304001287	Jan-2014	01-Nov-2002	GA	80.00	258,950.00	257,827.87	01-Feb-2010	48	2.375%	23,143.49

ROA1038

EXHIBIT B

2012015233 FILED, RECORDED, INDEXED
2012-03-29 15:05:19:143
REC FEE: 16.00 ST FEE: 10.00
CO FEE: 10.00 Pages: 1
Lexington County R.O.D. Debra H. Gunter
MORTGAGE ASST Bk:Pg 15422:73

When Recorded Return To:
JPMorgan Chase Bank, NA
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

Loan #: 1024305050

ASSIGNMENT OF MORTGAGE

-- -- Contact JPMORGAN CHASE BANK, N.A. for this instrument 780 Kansas Lane, Suite A, Monroe, LA 71203, telephone # (866) 756-8747, which is responsible for receiving payments.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE, ITS SUCCESSORS AND ASSIGNS, (ASSIGNOR), (MERS Address: P.O. Box 2026, Flint, Michigan 48501-2026) by these presents does convey, grant, sell, assign, transfer and set over the described MORTGAGE with all interest secured thereby, all liens, and any rights due or to become due thereon to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 Kansas Lane, MC 8000, MONROE, LA 71203 (866)756-8747, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE)

Said MORTGAGE is made by CATHY G. LANIER to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC and recorded 08/12/2002 in the Recorder or Registrar of Deeds of LEXINGTON County, South Carolina in Book 7406, Page 97, and/or as Document # 2002043080

Dated on 03/04/2012 (MM/DD/YYYY)
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE, ITS SUCCESSORS AND ASSIGNS

By: _____
VICE PRESIDENT

_____
Witness 1

_____
Witness 2

STATE OF LOUISIANA PARISH OF OUACHITA
The foregoing instrument was acknowledged before me on 03/04/2012 (MM/DD/YYYY) by _____ as VICE PRESIDENT of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE, ITS SUCCESSORS AND ASSIGNS, who, being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

_____
Notary Public - State of LOUISIANA
Commission expires: Upon My Death

ANGELA RUTH PAYNE NOTARY PUBLIC 80422 STATE OF LOUISIANA

Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

Reviewed and Approved as meeting the South Carolina Code of Laws and Recording Statutes by Biddle Law Firm, P.A., Myrtle Beach, South Carolina.

JPCAS 15890782 -- EMC PPL3599502 MIN 100190836100160022 MERS PHONE 1-888-679-MERS FRMSC1

15890782

006443- 01216

After recording please return to:
CHASE RECORDS CENTER
ATTN: RECORDING DEPT.
PO BOX 8000
MONROE, LA 71203

Prepared by:
PEIRSONPATTERSON, L.L.P.
4400 ALPHA ROAD
DALLAS, TX 75244
972-392-7000

[Space Above This Line For Recording Data]

Loan No. 1024305050

SOUTH CAROLINA ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") does hereby grant, sell, assign, transfer and convey, unto The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, (herein "Assignee"), whose address is 700 KANSAS LANE, MC 8000, MONROE, LA 71203, a certain Mortgage dated August 2, 2002 and recorded on August 12, 2002, made and executed by CATHY G. LANIER, to and in favor of SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE, upon the following described property situated in LEXINGTON County, State of South Carolina: AC SERIES 2002-AR4
Property Address:172 BELLE CHASE DRIVE, LEXINGTON, SC 29072

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, TOGETHER WITH IMPROVEMENTS THEREON, IF ANY SITUATE, LYING AND BEING IN THE COUNTY OF LEXINGTON, STATE OF SOUTH CAROLINA, THE SAME BEING SHOWN AND DESIGNATED AS LOT 19 CONTAINING 1.01 ACRE IN BELLE CHASE SUBDIVISION, ON A PLAT PREPARED FOR DONALD P. JACOBSEN AND LINDA T. JACOBSEN BY ARTHUR J. WEED, RLS, DATED SEPTEMBER 2, 1999 AND RECORDED IN THE LEXINGTON COUNTY ROD OFFICE IN BOOK 0288 AT PAGE 0342. REFERENCE TO SAID PLAT BEING MADE FOR A MORE COMPLETE AND ACCURATE DESCRIPTION.

THIS BEING THE IDENTICAL PROPERTY CONVEYED TO CATHY G. LANIER BY DEED OF DONALD P. JACOBSEN AND LINDA JACOBSEN, RECORDED 8-12-2002, IN THE LEXINGTON COUNTY ROD OFFICE IN BOOK 7406 AT PAGE 94.

Tax Map Sequence Number: 3428-01-019

such Mortgage having been given to secure payment of Five Hundred Eighty Two Thousand Two Hundred Fifty and 00/100ths ($582,250.00), which Mortgage is of record in Book, Volume, or Liber No. R 7406, at Page 97 (or as No. 2002043080), in the Office of the County Clerk of LEXINGTON County, State of South Carolina.

TO HAVE AND TO HOLD, the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on 9-20-12.

Witnesses:

Charles S. Teye

Name Charles S Teye

Sarita Avery

Name Sarita Avery

Assignor:
JPMorgan Chase Bank, National Association

By: Antonio Croom

Its: Vice President

ACKNOWLEDGMENT

State of Ohio §
§
County of Franklin §

The foregoing instrument was acknowledged before me this 20th day of September, 2012 by Antonio Croom, as Vice President (Title) for JPMorgan Chase Bank, National Association, on behalf of the National Association.

NOTARIAL SEAL STATE OF OHIO

Cheryl A. Arnold
Notary Public, State of Ohio
My Commission Expires 05/23/16

Cheryl A. Arnold
Signature of Person Taking Acknowledgment

Cheryl A. Arnold
Printed Name

Notary Public
Title or Rank

Serial Number, if any: NA

(Seal)

My Commission Expires: 5/23/2016

Return To:
CT LIEN SOLUTIONS
PO BOX 29071
GLENDALE, CA 91209-9071
Phone #: 800-331-3282

Certified True Copy of the Original

Prepared By:
JPMC Mortgage
TALISSHA MANNING
780 KANSAS LANE 2ND FLOOR
Monroe, LA71203

SOUTH CAROLINA ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage, JPMorgan Chase Bank, National Association, (herein "Assignor") with an address at 700 Kansas Lane, MC 8000, Monroe, LA, 71203 does hereby grant, sell, assign, transfer and convey, unto The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4, (herein "Assignee"), whose address is 700 KANSAS LANE, MC8000, MONROE, LA, 71203, a certain Mortgage dated 08/02/2002 and recorded on 08/12/2002, made and executed by CATHY G. LANIER, A MARRIED WOMAN, to and in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR SOUTHSTAR FUNDING, upon the following described property situated in Lexington County, State of South Carolina:
Property Address: 172 BELLE CHASE DRIVE, LEXINGTON, SC, 29072
Legal Description: See attached.

such Mortgage having been given to secure payment of Five Hundred Eighty Two Thousand Two Hundred Fifty dollars and Zero cents ($582,250.00), which Mortgage is of record in Book, Volume, or Liber No. 7406 at Page 97 , in the Office of the County Clerk of Lexington County, State of South Carolina, and all rights accrued or to accrue under such Mortgage.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on 03/13/2013.

Assignor:
JPMorgan Chase Bank, National Association

By: Talissha Manning
Its Vice President

Witnesses:
Witness: Zahara Pringett

Witness: Katasha R. Gilbert

STATE OF LOUISIANA

PARISH OF OUACHITA

On this day, 03/13/2013, before me, Y.K. Wilson a Notary Public, appeared Talissha Manning to me personally known, who, being by me duly sworn did say that he/she is the Vice President of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION and that the seal affixed to said instrument is the seal of said national association and that the instrument was signed on behalf of the national association by authority of its Board of Directors or Trustees and that Talissha Manning acknowledged the instrument to be the free act and deed of the national association.

Notary Public: Y.K. Wilson

Y. K. WILSON
OUACHITA PARISH, LOUISIANA
LIFETIME COMMISSION
NOTARY ID# 064399

(EXHIBIT "A", LEGAL DESCRIPTION)

All that certain piece, parcel or lot of land, together with improvements thereon, if any situate, lying and being in the County of Lexington, State of South Carolina, the same being shown and designated as Lot 19 containing 1.01 Acre in Belle Chase Subdivision, on a plat prepared for Donald P. Jacobsen and Linda T. Jacobsen by Arthur J. Weed, RLS, dated September 2, 1999 and recorded in the Lexington County ROD Office in Book 0288 at Page 0342. Reference to said plat being made for a more complete and accurate description.

This being the identical property conveyed to Cathy G. Lanier by Deed of Donald P. Jacobsen and Linda Jacobsen, recorded 8-12-, 2002, in the Lexington County ROD Office in Book 7406 at page 94.

TAX MAP NO.: 3428-01-019

MORTGAGEE'S ADDRESS:

DX1024305050

2013015647 FILED, RECORDED, INDEXED
04/01/2013 13:38:06:220
REC FEE: $6.00 ST FEE: $0.00
CO FEE: $8.00 Pages: 1
Lexington County R.O.D. Debra H. Gunter
MORTGAGE ASST Bk:Pg 16160:282

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

ASSIGNMENT OF MORTGAGE
Mortgage Book 7406 at Page 97

FOR VALUE RECEIVED, Mortgage Electronic Registration Systems, Inc., as nominee for Southstar Funding, LLC d/b/a Capital Home Mortgage, its successors and assigns (MIN# 100190836100160022) hereby set over, transfer and assign unto The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4, c/o EMC Mortgage, LLC, 2780 Lake Vista Drive, Floor 02, Lewisville, TX 75067-3884, its successors and assigns, all its rights, title and interest in and to a certain Mortgage, executed by Cathy G. Lanier to Mortgage Electronic Registration Systems, Inc., as nominee for Southstar Funding, LLC d/b/a Capital Home Mortgage, its successors and assigns (MIN# 100190836100160022) dated August 2, 2002, and duly recorded in the public records of Lexington County, State of South Carolina, on August 12, 2002, in Mortgage Book 7406 at Page 97.

IN WITNESS WHEREOF, Mortgage Electronic Registration Systems, Inc., as nominee for Southstar Funding, LLC d/b/a Capital Home Mortgage, its successors and assigns (MIN# 100190836100160022) has caused this instrument to be executed in its corporate name and behalf by Maria L. Decker, as its Assistant Secretary, duly authorized, on this 19 day of MARCH, 2013.

Mortgage Electronic Registration Systems, Inc., as nominee for Southstar Funding, LLC d/b/a Capital Home Mortgage, its successors and assigns (MIN# 100190836100160022)

Charles S. Teye
Witness No. 1 Charles S Teye

By: _____
Maria L. Decker
its: Assistant Secretary
MARCH 19, 2013
DATE

_____
Witness No. 2 Ivo Trajcevski

STATE OF Ohio

COUNTY OF Franklin

ACKNOWLEDGMENT
S.C. Code § 30-5-30

I, the undersigned, Notary Public for the State of Ohio, do hereby certify that Mortgage Electronic Registration Systems, Inc., as nominee for Southstar Funding, LLC d/b/a Capital Home Mortgage, its successors and assigns (MIN# 100190836100160022) by Maria L. Decker, its Assistant Secretary personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand this 19th day of March, 2013.

Cheryl A. Arnold
NOTARY PUBLIC FOR Ohio
My Commission Expires: 5/23/2016

RETURN TO:
Rogers, Townsend & Thomas, P.C.
Post Office Box 100200
Columbia, South Carolina 29202
(006443-01216)

MERS Phone: 1-888-679-6377

Lanier
172 Belle Chase Drive
Lexington, SC 29072

NOTARIAL SEAL
STATE OF OHIO

Cheryl A. Arnold
Notary Public, State of Ohio
My Commission Expires 05/23/16

2013023693 FILED, RECORDED, INDEXED
05/15/2013 14:12:12:190
REC FEE: $6.00 ST FEE: $0.00
CO FEE: $0.00 Pages: 1
Lexington County R.O.D. Debra H. Gunter
MORTGAGE ASST Bk:Pg 16279:241

X1084 30105 FHC

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

ASSIGNMENT OF MORTGAGE
Mortgage Book R7406 at Page 97

FOR VALUE RECEIVED, JPMorgan Chase Bank, National Association hereby set over, transfer and assign unto The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4, c/o EMC Mortgage, LLC, 2780 Lake Vista Drive, Floor 02, Lewisville, TX 75067-3884, its successors and assigns, all its rights, title and interest in and to a certain Mortgage, executed by Cathy G. Lanier to Mortgage Electronic Registration Systems, Inc., as nominee for Southstar Funding, LLC d/b/a Capital Home Mortgage, its successors and assigns (MIN 100190836100160022) dated August 2, 2002, and duly recorded in the public records of Lexington County, State of South Carolina, on August 12, 2002, in Mortgage Book R7406 at Page 97.

IN WITNESS WHEREOF, JPMorgan Chase Bank, National Association has caused this instrument to be executed in its corporate name and behalf by Antonio Croom, as its Vice President, duly authorized, on this 24 day of April, 2013.

JPMorgan Chase Bank, National Association
By: Antonio Croom
its: Vice President
4-24-2013
DATE

Charles S. Teye
Witness No. 1 Charles S Teye

Witness No. 2 Misti Schuttera

STATE OF Ohio

COUNTY OF Franklin

ACKNOWLEDGMENT
S.C. Code § 30-5-30

I, the undersigned, Notary Public for the State of Ohio, do hereby certify that JPMorgan Chase Bank, National Association by Antonio Croom, its Vice President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand this 24th day of April, 2013.

Cheryl A. Arnold
NOTARY PUBLIC FOR Ohio
My Commission Expires: 5/23/2016

RETURN TO:
Rogers, Townsend & Thomas, P.C.
Post Office Box 100200
Columbia, South Carolina 29202
(006443-01216)

NOTARIAL SEAL STATE OF OHIO

Cheryl A. Arnold
Notary Public, State of Ohio
My Commission Expires 05/23/16

Lanier
172 Belle Chase Drive
Lexington, SC 29072

Book/Page: R 7406/97 (This is not an Offical Copy)

2002043080 FILED, RECORDED, INDEXED
08/12/2002 14:06:21:217
Rec Fee:$22.00 St Fee:$0.00
Co Fee:$0.00 Pages:16
Lexington County ROD Debra H. Gunter
MORTGAGE Bk:Pg 7406:97

After Recording Return To:
SOUTHSTAR FUNDING, LLC DBA CAPITAL
HOME MORTGAGE
400 NORTHRIDGE ROAD, SUITE 1120

ATLANTA, GEORGIA 30350

[Space Above This Line For Recording Data]

LOAN NO. 3610016002
MIN: 1001908-3610016002-2

MORTGAGE

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 AUGUST 2, 2002, together with all Riders to this document.
(B) "Borrower" is CATHY G. LANIER, A MARRIED WOMAN

Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE

Lender is organized and existing under the laws of DELAWARE. Lender's address is 400 NORTHRIDGE ROAD, SUITE 1120, ATLANTA, GEORGIA 30350
(E) "Note" means the promissory note signed by Borrower and dated AUGUST 2, 2002. The Note states that Borrower owes Lender FIVE HUNDRED EIGHTY-TWO THOUSAND TWO HUNDRED FIFTY AND NO/100 Dollars (U.S. $ 582,250.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2027.
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☒ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☒ Planned Unit Development Rider	☒ Other(s) [specify] LEGAL ATTACHED
☐ 1-4 Family Rider	☐ Biweekly Payment Rider	

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the COUNTY of LEXINGTON :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of 172 BELLE CHASE DRIVE
[Street]
LEXINGTON , South Carolina 29072 ("Property Address"):
[City] [Zip Code]

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

CBL

BORROWER COVENANTS that Borrower is lawfully seised 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.

Book/Page: R 7406/101 (This is not an Offical Copy)

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 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.

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 Insrtrument; (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; (3) "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.

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:

Cathy G. Lanier (Seal)
CATHY G. LANIER Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

WITNESS: Margaret A. Collins

WITNESS: Julie D. Tallent

[Space Below This Line For Acknowledgment]

STATE OF SOUTH CAROLINA, LEXINGTON County ss:

Before me personally appeared Julie D. Tallent

and made oath that he/she/they saw the within named Borrower(s) sign, seal and as his/her/their act and deed, deliver the within written Mortgage; and that s/he with Margaret A. Collins witnessed the execution thereof.

Sworn before me this 2nd day of August, 2002

Margaret A. Collins

Julie D. Tallent (Seal)

Notary Public for South Carolina

MY COMMISSION EXPIRES: 10/23/2005

Book/Page: R 7406/94 (This is not an Official Copy)

(EXHIBIT "A", LEGAL DESCRIPTION)

All that certain piece, parcel or lot of land, together with improvements thereon, if any situate, lying and being in the County of Lexington, State of South Carolina, the same being shown and designated as Lot 19 containing 1.01 Acre in Belle Chase Subdivision, on a plat prepared for Donald P. Jacobsen and Linda T. Jacobsen by Arthur J. Weed, RLS, dated September 2, 1999 and recorded in the Lexington County ROD Office in Book 0288 at Page 0342. Reference to said plat being made for a more complete and accurate description.

This being the identical property conveyed to Cathy G. Lanier by Deed of Donald P. Jacobsen and Linda Jacobsen, recorded 8-12-, 2002, in the Lexington County ROD Office in Book 7406 at page 94.

TAX MAP NO.: 3428-01-019

MORTGAGEE'S ADDRESS:

Book Page: R 7468/105 (This is not an Official Copy)

ADJUSTABLE RATE RIDER LOAN NO. 3610016002
(LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 2nd day of AUGUST, 2002 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE
("Lender") of the same date and covering the property described in the Security Instrument and located at:

172 BELLE CHASE DRIVE, LEXINGTON, SOUTH CAROLINA 29072

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 4.000 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of FEBRUARY, 2003 and on that day every sixth (6th) month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE/EIGHTH----- percentage point(s) (2.125) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

Book/Page: R 7468/110 (This is not an Official Copy)

(i) Interest-Only Period. The "interest-only period" is the period from the date of this Note through JULY 31, 2012 . For the interest-only period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

(ii) Amortization Period. The "amortization period" is the period after the interest-only period. For the amortization period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

My interest rate will never be greater than 12.000 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

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

CATHY G. LANIER _____(Seal) Borrower

_____(Seal) Borrower

_____(Seal) Borrower

_____(Seal) Borrower

_____(Seal) Borrower

_____(Seal) Borrower

LOAN NO. 3610016002

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 2nd day of AUGUST, 2002 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
172 BELLE CHASE DRIVE, LEXINGTON, SOUTH CAROLINA 29072

[Property Address]

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

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

[Name of Planned Unit Development]

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

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

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

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

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

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

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

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

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

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

_____ (Seal) CATHY G. LANIER Borrower	_____ (Seal) Borrower
_____ (Seal) Borrower	_____ (Seal) Borrower
_____ (Seal) Borrower	_____ (Seal) Borrower

EXHIBIT C

EP-MN-WS3D
60 Livingston Avenue
St. Paul, MN 55107

November 14, 2012

Ms. Cathy G. Lanier
172 Belle Chase Drive
Lexington, SC 29072

RE: Notice to Agent is Notice to Principal/Notice to Principal is Notice to Agent regarding the property located at 172 Belle Chase Drive, Lexington SC 29072

Dear Ms. Lanier:

U.S. Bank National Association ("U.S. Bank") is in receipt of your correspondence with regard to the above referenced property. Please be advised your mortgage is owned by the **J.P. Morgan Acquisiton Corp. 2006-WMC1, Asset Backed Pass-Through Certificates, Series 2006-WMC1, (JPMAC 2006-WMC1)** which is a mortgage-backed securitization trust ("Trust") for which U.S. Bank National Association acts as Trustee.

Please note the fact the **JPMAC 2006-WMC1 Trust** is the owner of your mortgage, not U.S. Bank, as Trustee. JPM Chase, as Servicer, is the agent of the trust with delegated responsibility under the trust documents for dealing with each individual mortgage loan, and as such is the entity that has taken all action regarding your property. As Trustee, U.S. Bank is not refusing to provide the information you have requested, the Trustee simply does not have the information to provide to you. The requested information should be available through JPM Chase, as the servicing entity for your property.

The mortgage is held in the Trust and governed by the terms of the pooling and servicing agreement for the Trust. U.S. Bank is neither the mortgagor nor the servicer of this mortgage. JPM Chase is the servicer for your mortgage. All actions related to your mortgage would have been done by JPM Chase as servicer. U.S. Bank, as Trustee, would not have been aware of any actions or proceedings taken by the servicer. JPM Chase has the knowledge to respond to your specific questions regarding matters concerning your individual property. Please note that U.S. Bank does not have control over the servicer. The servicer is an independent, third party company and is not affiliated with U.S. Bank in any way. You should continue to work with the servicer regarding this matter.

U.S. Bank forwarded your correspondence to JPM Chase. U.S. Bank has requested they review your situation and provide a response to you and U.S. Bank. You may contact Ann Stankiewicz (ph: 312-732-6149) or ann.stankiewicz@chase.com at JPM Chase with any questions you have concerning this matter.

U.S. Bank does not acknowledge your correspondence as satisfaction or settlement of the debt owed, nor do we acknowledge that your correspondence has any legal significance or that it forms the basis for any contract or agreement. Your account is governed by your loan documents and the Trust's governing documents. You are advised that the statements contained within your correspondence in no way alter or change the nature or terms of your loan documents and your contractual obligation to repay the balance owed on the account in full is neither discharged nor forgiven. Insofar as they relate to U.S. Bank, U.S. Bank disagrees with your legal assertions and will not be producing the requested documents.

U.S. Bank regrets the inconvenience you have experienced in connection with this matter.

Michael D. Bengtson
Assistant Vice President
U. S. Bank National Association

Haynsworth
Sinkler Boyd, P.A.

ATTORNEYS AND COUNSELORS AT LAW

1201 MAIN STREET, 22ND FLOOR (29201-3226)
POST OFFICE BOX 11889 (29211-1889)
COLUMBIA, SOUTH CAROLINA
TELEPHONE 803.779.3080
FACSIMILE 803.765.1243
WEB SITE www.hsblaw.com

MARY D. CASEY
DIRECT DIAL NUMBER 803.540.7870
EMAIL mcasey@hsblaw.com

August 5, 2013

Cathy G. Lanier
172 Belle Chase Drive
Lexington, South Carolina 29072

RE: *The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al.*
Case No. 2013-CP-32-01709
HSB File No. 09150.0337

Dear Ms. Lanier:

This letter is to respond on behalf of JPMorgan Chase Bank, N.A. ("Chase"), as servicer of your mortgage loan number 1024305050 (the "Loan"), to your letter dated June 20, 2013. In that letter, you purport to make a qualified written request pursuant to 11 U.S.C. § 2605(e) of the Real Estate Settlement Procedures Act ("RESPA") concerning your Loan. Your letter includes many questions, many of which relate to the right of The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-Interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4 (the "Bank"), the owner of the Loan, to bring the above-referenced foreclosure action.

As you are aware, the Loan is the subject of the above-referenced lawsuit in which you have asserted counterclaims against the Bank. Through your claims in the lawsuit, you have already challenged the ownership of the Loan and the right of the Bank to foreclose. To that end, you have issued extensive discovery to the Bank, which is "Attachment A" to your June 20, 2013, letter, and includes over 45 requests for production of documents, and 20 different interrogatories. Responses to those requests were provided by letter dated August 5, 2013.

To the extent your June 20, 2013, request questions the validity of the Loan and ownership of the Loan, such questions do not relate to the servicing of the Loan, as defined by RESPA. A qualified written request is a "written request from the borrower (or an agent of the borrower) for information relating to the servicing of such loan . . . ." 12 U.S.C. 2605(e)(1)(A). Loan servicing means "receiving any scheduled periodic payments from a borrower pursuant to the terms of any loan . . . and making the payments of principal and interest and such other payments with respect to the amounts received from the borrower as may be required pursuant to the terms of the loan." 12 U.S.C. § 2605(i)(3). Questions concerning the ownership of a loan and the authority to service a

loan are not proper qualified written requests under RESPA. *See e.g., MorEquity, Inc. v. Nacem*, 118 F. Supp. 2d 885, 900-01 (N.D. Ill. 2000).

Although your questions about the rights of the current owner of the Loan are not legitimate qualified written requests under the statute, copies of the following documents have been provided to you in response to your discovery requests on August 5, 2013:

- Loan Transaction History
- Note
- Mortgage
- Appraisal
- Truth in Lending Disclosures
- Good Faith Estimate
- Escrow Disclosure Statements

In response to your lengthy list of questions about the history of the Loan, a payment history and payoff statement good through July 21, 2013, was also provided to you by letter dated July 30, 2013. The loan payment history shows the application of all loan payments received by the servicer and all fees and charges assessed to the Loan, including attorneys' fees and costs. As you are aware, the amounts owed on the Loan are the subject of the above-referenced lawsuit, and thus you have already received responses to your discovery requests about these issues. If additional documentation or explanation is developed in preparation for the trial of this case, you will receive supplemental answers to your discovery requests with such information.

If you have further questions concerning this response or the matters at issue in the above-referenced civil action, please contact me at 803-779-3080. With kind regards, I am

Sincerely yours,

Mary M. Caskey

cc: **Via E-mail**
James Y. Becker, Esq.
JPMorgan Chase Bank, N.A.

BNY·MELLON

Corporate Trust Investor Reporting

Exhibit D

List All Issuers | List All Deals | Recent Deals

Select Product Type: ALL | Begins With | Includes

Search By: Issuer | Search for: Structured Asset Mort

Quick Issuer Lookup: Select

2014 | Jan | New Deal Portfoli

Showing 1 to 30 of 30 | 1

	Structured Asset Mortgage Investments, Inc.		MBS	
	Structured Asset Mortgage Investments, Inc.		MBS	
	Structured Asset Mortgage Investments, Inc.		MBS	
	Structured Asset Mortgage Investments, Inc.		MBS	
	Structured Asset Mortgage Investments, Inc.		MBS	
	Structured Asset Mortgage Investments, Inc.		MBS	
	Structured Asset Mortgage Investments, Inc.	Structured Asset Mortgage Investments Trust, Mortgage Pass-Through Certificates, Series 2002-AR1	MBS	
	Structured Asset Mortgage Investments, Inc.	Structured Assets Mortgage Investments Trust, Mortgage Pass-Through Certificates, Series 2002-AR2	ABS	
	Structured Asset Mortgage Investments, Inc.		ABS	Medina Dzaferovic (212) 815-8316
	Structured Asset Mortgage Investments, Inc.		ABS	
	Structured Asset Mortgage Investments, Inc.	Structured Assets Mortgage Investments Trust, Mortgage Pass-Through Certificates, Series 2002-AR3	ABS	

Icon Legend: Public, Private, Private - Access Granted

Showing 1 to 30 of 30 | 1

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SAMI02AR4 - Structured Assets Mortgage Investments Trust, Mortgage Pass-Through Certificates, Series 2002-AR4

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Available Reports	Format Type	Download	Historical Reports	Report Date	Category	Status	Deal Status	Portfolio	Publish
	☑			26-Nov-2010	Reporting Date		Live		06-Dec

Documents Added to the Download Center will be stored for batch download.

Available Documents	Format Type	Download	Sta
Transfer Exhibits	☑ PDF	Download	

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THE BANK OF NEW YORK MELLON

Structured Asset Mortgage Pass-Through 2002-AR4

NOTIFICATION
CONCERNING SERVICER FORECLOSURE MORATORIUM

THIS NOTICE CONTAINS IMPORTANT INFORMATION THAT IS OF INTEREST TO THE BENEFICIAL OWNERS OF THE SUBJECT SECURITIES. IF APPLICABLE, ALL DEPOSITORIES, CUSTODIANS, AND OTHER INTERMEDIARIES RECEIVING THIS NOTICE ARE REQUESTED TO EXPEDITE RETRANSMITTAL TO SUCH BENEFICIAL OWNERS IN A TIMELY MANNER.

November 26, 2010

To: The Holders of the Certificates issued by **Structured Asset Mortgage Pass-Through 2002-AR4**

With a copy to: Those Additional Parties Listed on Schedule I attached hereto

Reference is made to those certain agreements listed on Schedule II attached hereto (the "Agreements"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreements, as the case may be.

Servicer Foreclosure Moratorium

Please be advised that The Bank of New York Mellon as Trustee (the "Trustee") has received the notice attached hereto as Schedule III from Chase Home Finance LLC, the servicer under the Agreements (the "Servicer").

General Information

Please be advised that the Trustee reserves all of the rights, powers, claims and remedies available to it under the transaction documents and applicable law. No delay or forbearance by the Trustee to exercise any right or remedy accruing upon the occurrence of a default, an event of default or similar event or otherwise under the terms of the Agreements, other documentation relating thereto or under applicable law, shall impair any such right or remedy or constitute a waiver thereof or an acquiescence therein.

Please note that the foregoing is not intended and should not be construed as investment, accounting, financial, legal or tax advice by or on behalf of the Trustee, or its directors, officers, affiliates, agents, attorneys or employees. Each person receiving this notice is urged to carefully review each of the documents attached hereto and other related documents and notices and should seek the advice of its own advisors in respect of the matters set forth herein or therein.

Unless otherwise instructed and directed in writing in accordance with the terms of the Agreements and indemnified in a manner satisfactory to the Trustee against any costs, expenses and liabilities which it might incur by compliance with any such instruction and direction, the Trustee is currently under no obligation to take any action, including any action in connection with the foreclosure moratorium of the Servicer, unless instructed and directed in writing pursuant to the preceding sentence.

The Trustee may conclude that a specific response to particular inquiries from individual Holders is not consistent with equal and full dissemination of information to all Holders. Holders should not rely on the Trustee or this notice as their sole source of information.

Please direct any questions regarding this notice to AnnMarie Cassano-Raneri, The Bank of New York Mellon, by phone at 212-815-8171 or by email at Annmarie.Cassano.Raneri@bnymellon.com

THE BANK OF NEW YORK MELLON
as Trustee

SCHEDULE I

EMC Mortgage Corporation,
909 Hidden Ridge Drive
Irving, Texas 75038
Attention: President or General Counsel

STRUCTURED ASSET MORTGAGE INVESTMENTS INC,
383 Park Avenue
New York, New York 10179
Attn: Chief Counsel

Wells Fargo, National Association, as Master Servicer and Securities Administrator
9062 Old Annapolis Road
Columbia, Maryland 21045
Attn: Corporate Trust Services – SAMI 2002-AR4

Moody's Investor Service, Inc
99 Church Street,
New York, New York 10007

Standard & Poor's
55 Water Street, 41st Floor
New York, New York 10041
Attention: Residential Mortgage Surveillance,

SCHEDULE II

Pooling and Servicing Agreement, dated as of October 1, 2002, among Structured Asset Mortgage Investments Inc., a Delaware corporation, as seller (the "Seller"), Bank One, National Association, a national banking association, not in its individual capacity but solely as trustee (the "Trustee"), Wells Fargo Bank Minnesota, National Association, as master servicer (in such capacity, the "Master Servicer") and as securities administrator (in such capacity, the "Securities Administrator"), and EMC Mortgage Corporation ("EMC").

SCHEDULE III

From: Tanya Carsner <Tanya.Carsner@chase.com>
To: Undisclosed recipients::
Date. 10/25/2010 12:55 PM
Subject: Temporary Foreclosure Hall

In late September 2010, Chase Home Finance LLC ("Chase") commenced implementation of a temporary halt to obtaining mortgage foreclosure judgments in the states and territories that require a judicial foreclosure process. Subsequently, Chase extended this temporary halt to foreclosure sales in those states and territories that require a judicial foreclosure process, and to foreclosures and foreclosure sales in the majority of remaining states where a judicial process is not required, but where a Chase-signed affidavit may be used as part of the foreclosure process. In mid-October, Chase also temporarily halted evictions in the states and territories in which it had halted foreclosures and foreclosure sales, as well as in certain additional states in which there is a Chase-signed affidavit requirement in connection with eviction proceedings.

Chase's temporary halt arose out of certain questions about affidavits of indebtedness prepared by local foreclosure counsel, signed by Chase employees, and filed or used in mortgage foreclosure proceedings in certain states. While, based on its work to date, Chase believes that the information in those affidavits of indebtedness about the fact of default and amount of indebtedness was materially accurate, in certain instances, the underlying review and verification of this information was performed by Chase personnel other than the affiants, or the notarized affidavits may not have been signed and affirmed in the physical presence of the notary.

State and Federal officials have announced investigations into the procedures followed by mortgage servicing companies and banks, including Chase, in completing affidavits relating to foreclosures. It is possible that additional investigations may be commenced in the future. Chase is cooperating fully with these investigations.

Although Chase intends to resume foreclosures, foreclosure sales and evictions expeditiously, Chase cannot determine at this time whether the temporary halt will have an impact on the timing or amount of payments with respect to securitization trusts to which these mortgage loans have been transferred.

Tanya Carsner | Vice President | Private Investor Reporting | Investor & Special Services | **Chase Home Lending** | 3415 Vision Drive, Floor 01, Mail Code: OH4-7128 Columbus, OH 43219-6009 | T: 614 422 5423 | F 614 951 3769 | tanya.carsner@chase.com

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	☑			26-Nov-2010	Reporting Date		Live		06-Dec

Documents Added to the Download Center will be stored for batch download.

Available Documents	Format Type	Download	Sta
	☑ PDF		

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EXHIBIT F-1

FORM OF INVESTMENT LETTER

_____[Date]

[SELLER]

Bank One, National Association
153 West 51st St., 5th Floor
New York, New York 10019

Structured Asset Mortgage Investments Inc.
383 Madison Avenue
New York, New York 10167

Re: Structured Asset Mortgage Investments Trust 2002-AR4, Mortgage Pass-Through Certificates Series 2002-AR4 (the "Certificates"), including the [Class B-4, Class B-5, Class B-6] Certificates (the "Privately Offered Certificates")

Dear Ladies and Gentlemen:

In connection with our purchase of Privately Offered Certificates, we confirm that:

(i) we understand that the Privately Offered Certificates are not being registered under the Securities Act of 1933, as amended (the "Act"), or any applicable state securities or "Blue Sky" laws, and are being sold to us in a transaction that is exempt from the registration requirements of such laws;

(ii) any information we desired concerning the Certificates, including the Privately Offered Certificates, the trust in which the Certificates represent the entire beneficial ownership interest (the "Trust") or any other matter we deemed relevant to our decision to purchase Privately Offered Certificates has been made available to us;

(iii) we are able to bear the economic risk of investment in Privately Offered Certificates; we are an institutional "accredited investor" as defined in Section 501(a) of Regulation D promulgated under the Act and a sophisticated institutional investor;

(iv) we are acquiring Privately Offered Certificates for our own account, not as nominee for any other person, and not with a present view to any distribution or other disposition of the Privately Offered Certificates;

(v) we agree the Privately Offered Certificates must be held indefinitely by us (and may not be sold, pledged, hypothecated or in any way disposed of) unless subsequently registered under the Act and any applicable state securities or "Blue Sky" laws or an exemption from the registration requirements of the Act and any applicable state securities or "Blue Sky" laws is available;

(vi) we agree that in the event that at some future time we wish to dispose of or exchange any of the Privately Offered Certificates (such disposition or exchange not being currently foreseen or contemplated), we will not transfer or exchange any of the Privately Offered Certificates unless:

(A) (1) the sale is to an Eligible Purchaser (as defined below), (2) if required by the Pooling and Servicing Agreement (as defined below), a letter to substantially the same effect as either this letter or, if the Eligible Purchaser is a Qualified Institutional Buyer as defined under Rule 144A of the Act, the Rule 144A and Related Matters Certificate in the form attached as Exhibit F-2 to the Pooling and Servicing Agreement (as defined below) (or such other documentation as may be acceptable to the Trustee (as defined below)) is executed promptly by the purchaser and delivered to the addressees hereof and (3) all offers or solicitations in connection with the sale, whether directly or through any agent acting on our behalf, are limited only to Eligible Purchasers and are not made by means of any form of general solicitation or general advertising whatsoever; and

(B) if the Privately Offered Certificate is not registered under the Act (as to which we acknowledge you have no obligation), the Privately Offered Certificate is sold in a transaction that does not require registration under the Act and any applicable state securities or "blue sky" laws and, if Bank One, National Association (the "Trustee") so requests, a satisfactory Opinion of Counsel (as defined in the Pooling and Servicing Agreement) is furnished to such effect, which Opinion of Counsel shall be an expense of the transferor or the transferee;

(vii) we agree to be bound by all of the terms (including those relating to restrictions on transfer) of the Pooling and Servicing Agreement, pursuant to which the Trust was formed; we have reviewed carefully and understand the terms of the Pooling and Servicing Agreement;

(viii) we either: (i) are not acquiring the Privately Offered Certificate directly or indirectly by, or on behalf of, an employee benefit plan or other retirement arrangement which is subject to Title I of the Employee Retirement Income Security Act of 1974, as amended, and/or Section 4975 of the Internal Revenue Code of 1986, as amended, or (ii) are providing a representation or an Opinion of Counsel to the effect that the proposed transfer and/or holding of a Privately Offered Certificate and the servicing, management and/or operation of the Trust and its assets: (I) will not result in any prohibited transaction unless it is covered under an individual or class prohibited transaction exemption, including, but not limited to, Class Prohibited Transaction Exemption ("PTE") 84-14, PTE 91-38, PTE 90-1, PTE 95-60, PTE 96-23 or Section 401(c) of ERISA and the regulations promulgated thereunder and (II) will not give rise to any additional fiduciary duties on the part of the Seller, the Master Servicer or the Trustee.

(ix) We understand that each of the [Class B-4, Class B-5 and Class B-6] Certificates bears, and will continue to bear, a legend to substantially the following effect: "THIS CERTIFICATE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THIS CERTIFICATE, AGREES THAT THIS CERTIFICATE MAY BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY IN COMPLIANCE WITH THE SECURITIES ACT AND OTHER APPLICABLE LAWS AND ONLY (1) PURSUANT TO

RULE 144A UNDER THE SECURITIES ACT ("RULE 144A") TO A PERSON THAT THE HOLDER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A (A "QIB"), PURCHASING FOR ITS OWN ACCOUNT OR A QIB PURCHASING FOR THE ACCOUNT OF A QIB, WHOM THE HOLDER HAS INFORMED, IN EACH CASE, THAT THE REOFFER, RESALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (2) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (3) IN CERTIFICATED FORM TO AN "INSTITUTIONAL ACCREDITED INVESTOR" WITHIN THE MEANING THEREOF IN RULE 501(a)(1), (2), (3) or (7) OF REGULATION D UNDER THE SECURITIES ACT OR ANY ENTITY IN WHICH ALL OF THE EQUITY OWNERS COME WITHIN SUCH PARAGRAPHS PURCHASING NOT FOR DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, SUBJECT TO (A) THE RECEIPT BY THE TRUSTEE OF A LETTER SUBSTANTIALLY IN THE FORM PROVIDED IN THE AGREEMENT AND (B) THE RECEIPT BY THE TRUSTEE OF SUCH OTHER EVIDENCE ACCEPTABLE TO THE TRUSTEE THAT SUCH REOFFER, RESALE, PLEDGE OR TRANSFER IS IN COMPLIANCE WITH THE SECURITIES ACT AND OTHER APPLICABLE LAWS OR IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE UNITED STATES AND ANY OTHER APPLICABLE JURISDICTION. THIS CERTIFICATE MAY NOT BE ACQUIRED DIRECTLY OR INDIRECTLY BY, OR ON BEHALF OF, AN EMPLOYEE BENEFIT PLAN OR OTHER RETIREMENT ARRANGEMENT WHICH IS SUBJECT TO TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED, AND/OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, UNLESS THE PROPOSED TRANSFER AND/OR HOLDING OF A CERTIFICATE AND THE SERVICING, MANAGEMENT AND/OR OPERATION OF THE TRUST AND ITS ASSETS: (1) WILL NOT RESULT IN ANY PROHIBITED TRANSACTION UNLESS IT IS COVERED UNDER AN INDIVIDUAL OR CLASS PROHIBITED TRANSACTION EXEMPTION, INCLUDING, BUT NOT LIMITED TO, CLASS PROHIBITED TRANSACTION EXEMPTION ("PTE") 84-14, PTE 91-38, PTE 90-1, PTE 95-60, PTE 96-23 OR SECTION 401(c) OF ERISA AND THE REGULATIONS TO BE PROMULGATED THEREUNDER AND (2) WILL NOT GIVE RISE TO ANY ADDITIONAL FIDUCIARY DUTIES ON THE PART OF THE SELLER, THE MASTER SERVICER OR THE TRUSTEE, WHICH WILL BE DEEMED REPRESENTED BY AN OWNER OF A BOOK-ENTRY CERTIFICATE OR A GLOBAL CERTIFICATE AND WILL BE EVIDENCED BY A REPRESENTATION OR AN OPINION OF COUNSEL TO SUCH EFFECT BY OR ON BEHALF OF A HOLDER OF A PRIVATE CERTIFICATE."

"Eligible Purchaser" means a corporation, partnership or other entity which we have reasonable grounds to believe and do believe (i) can make representations with respect to itself to substantially the same effect as the representations set forth herein, and (ii) is either a Qualified Institutional Buyer as defined under Rule 144A of the Act or an institutional "Accredited Investor" as defined under Rule 501 of the Act.

Terms not otherwise defined herein shall have the meanings assigned to them in the Pooling and Servicing Agreement, dated as of October 1, 2002, among Structured Asset Mortgage Investments Inc., EMC Mortgage Corporation, Wells Fargo Bank Minnesota, National

Association and Bank One, National Association, as Trustee (the "Pooling and Servicing Agreement').

If the Purchaser proposes that its Certificates be registered in the name of a nominee on its behalf, the Purchaser has identified such nominee below, and has caused such nominee to complete the Nominee Acknowledgment at the end of this letter.

Name of Nominee (if any): _____

IN WITNESS WHEREOF, this document has been executed by the undersigned who is duly authorized to do so on behalf of the undersigned Eligible Purchaser on the ___ day of _____, 20___.

Very truly yours,

[PURCHASER]

By: _____
(Authorized Officer)

[By:_____
Attorney-in-fact]

Nominee Acknowledgment

The undersigned hereby acknowledges and agrees that as to the Certificates being registered in its name, the sole beneficial owner thereof is and shall be the Purchaser identified above, for whom the undersigned is acting as nominee.

[NAME OF NOMINEE]

By: _____
(Authorized Officer)

[By: _____
Attorney-in-fact]

EXHIBIT F-2

FORM OF RULE 144A AND RELATED MATTERS CERTIFICATE

_____[Date]

[SELLER]

Bank One, National Association
153 West 51st St., 5th Floor
New York, New York 10019

Structured Asset Mortgage Investments Inc.
383 Madison Avenue
New York, New York 10179

Re: Structured Asset Mortgage Investment Trust 2002-AR4,
Mortgage Pass-Through Certificates, Series 2002-AR4
Class B-4, Class B-5 and Class B-6 Certificates
(the "Privately Offered Certificates")

Dear Ladies and Gentlemen:

In connection with our purchase of Privately Offered Certificates, the undersigned certifies to each of the parties to whom this letter is addressed that it is a qualified institutional buyer (as defined in Rule 144A under the Securities Act of 1933, as amended (the "Act")) as follows:

1. It owned and/or invested on a discretionary basis eligible securities (excluding affiliate's securities, bank deposit notes and CD's, loan participations, repurchase agreements, securities owned but subject to a repurchase agreement and swaps), as described below:

Date: _____, 20__ (must be on or after the close of its most recent fiscal year)

Amount: $ _____; and

2. The dollar amount set forth above is:

a. greater than $100 million and the undersigned is one of the following entities:

(i) an insurance company as defined in Section 2(a)(13) of the Act[1]; or

1 A purchase by an insurance company for one or more of its "separate accounts", as defined by Section 2(a)(37) of the Investment Company Act of 1940, as amended, which are neither registered nor required to be registered thereunder, shall be deemed to be a purchase for the account of such insurance company.

(ii) an investment company registered under the Investment Company Act of 1940, as amended (the "Investment Company Act"), or any "business development company" as defined in Section 2(a)(48) of the Investment Company Act; or

(iii) a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; or

(iv) a plan (i) established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, the laws of which permit the purchase of securities of this type, for the benefit of its employees and (ii) the governing investment guidelines of which permit the purchase of securities of this type; or

(v) a "business development company" as defined in Section 202(a)(22) of the Investment Advisers Act of 1940; or

(vi) a corporation (other than a U.S. bank, savings and loan association or equivalent foreign institution), partnership, Massachusetts or similar business trust, or an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; or

(vii) a U.S. bank, savings and loan association or equivalent foreign institution, which has an audited net worth of at least $25 million as demonstrated in its latest annual financial statements; or

(viii) an investment adviser registered under the Investment Advisers Act; or

b. greater than $10 million, and the undersigned is a broker-dealer registered with the Securities and Exchange Commission ("SEC"); or

c. less than $ 10 million, and the undersigned is a broker-dealer registered with the SEC and will only purchase Rule 144A securities in transactions in which it acts as a riskless principal (as defined in Rule 144A); or

d. less than $100 million, and the undersigned is an investment company registered under the Investment Company Act of 1940, which, together with one or more registered investment companies having the same or an affiliated investment adviser, owns at least $100 million of eligible securities; or

e. less than $100 million, and the undersigned is an entity, all the equity owners of which are "qualified institutional buyers."

The undersigned further certifies that it is purchasing a Privately Offered Certificate for its own account or for the account of others that independently qualify as "Qualified Institutional Buyers" as defined in Rule 144A. It is aware that the sale of the Privately Offered Certificates is being made in reliance on its continued compliance with Rule 144A. It is aware that the transferor may rely on the exemption from the provisions of Section 5 of the Act provided by

Rule 144A. The undersigned understands that the Privately Offered Certificates may be resold, pledged or transferred only to (i) a person reasonably believed to be a Qualified Institutional Buyer that purchases for its own account or for the account of a Qualified Institutional Buyer to whom notice is given that the resale, pledge or transfer is being made in reliance in Rule 144A, or (ii) an institutional "accredited investor," as such term is defined under Rule 501(a) of the Act, in a transaction that otherwise does not constitute a public offering.

The undersigned agrees that if at some future time it wishes to dispose of or exchange any of the Privately Offered Certificates, it will not transfer or exchange any of the Privately Offered Certificates to a Qualified Institutional Buyer without first obtaining a Rule 144A and Related Matters Certificate in the form hereof from the transferee and delivering such certificate to the addressees hereof. Prior to making any transfer of Privately Offered Certificates, if the proposed transferee is an institutional "accredited investor," the transferor shall obtain from the transferee and deliver to the addressees hereof an Investment Letter in the form attached as Exhibit F-1 to the Pooling and Servicing Agreement, dated as of October 1, 2002, among Structured Asset Mortgage Investments Inc., EMC Mortgage Corporation, Wells Fargo Bank Minnesota, National Association and Bank One, National Association, as Trustee, pursuant to Certificates were issued.

The undersigned certifies that it either: (i) is not acquiring the Privately Offered Certificate directly or indirectly by, or on behalf of, an employee benefit plan or other retirement arrangement which is subject to Title I of the Employee Retirement Income Security Act of 1974, as amended, and/or Section 4975 of the Internal Revenue Code of 1986, as amended, or (ii) is providing a representation or an opinion of counsel to the effect that the proposed transfer and/or holding of a Privately Offered Certificate and the servicing, management and/or operation of the Trust and its assets: (I) will not result in any prohibited transaction unless it is covered under an individual or class prohibited transaction exemption, including, but not limited to, Class Prohibited Transaction Exemption ("PTE") 84-14, PTE 91-38, PTE 90-1, PTE 95-60, PTE 96-23 or Section 401(c) of ERISA and the regulations to be promulgated thereunder and (II) will not give rise to any additional fiduciary duties on the part of the Seller, the Master Servicer or the Trustee.

If the Purchaser proposes that its Certificates be registered in the name of a nominee on its behalf, the Purchaser has identified such nominee below, and has caused such nominee to complete the Nominee Acknowledgment at the end of this letter.

Name of Nominee (if any):

IN WITNESS WHEREOF, this document has been executed by the undersigned who is duly authorized to do so on behalf of the undersigned purchaser (the "Purchaser") on the ____ day of _____, 20___.

Very truly yours,

[PURCHASER]

By: _____

(Authorized Officer)

[By: _____

Attorney-in-fact]

Nominee Acknowledgment

The undersigned hereby acknowledges and agrees that as to the Certificates being registered in its name, the sole beneficial owner thereof is and shall be the Purchaser identified above, for whom the undersigned is acting as nominee.

[NAME OF NOMINEE]

By: _____
(Authorized Officer)

[By: _____
Attorney-in-fact]

Structured Asset Mortgage Investments Inc.
Mortgage Pass-Through Certificates
Series 2002-AR4

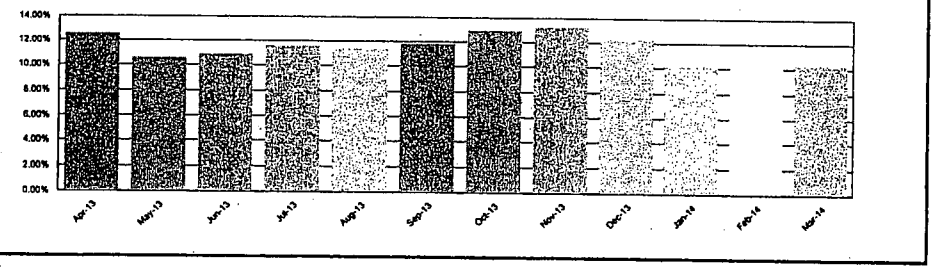
Contact: Customer Service - CTSLink
Wells Fargo Bank, N.A.
Securities Administration Services
8480 Stagecoach Circle
Frederick, MD 21701-4747
www.ctslink.com
Telephone: 1-866-846-4526
Fax: 240-586-8675

Foreclosure Detail - All Mortgage Loans in Foreclosure during Current Period

Summary

New Foreclosure Loans	
Loans in Foreclosure	1
Original Principal Balance	220,600.00
Current Actual Balance	211,779.87
Current Foreclosure Total	
Loans in Foreclosure	13
Original Principal Balance	3,449,450.00
Current Actual Balance	3,350,616.30

12 Month Foreclosure History



Foreclosure Loan Detail - All Mortgage Loans in Foreclosure during Current Period

Group	Loan Number	Month Loan Entered FC	First Payment Date	State	LTV at Origination	Original Principal Balance	Current Actual Balance	Paid To Date	Months Delinquent	Current Loan Rate	Approximate Delinquent Interest
Summary	0021777024	Dec-2010	01-Oct-2002	FL	80.00	375,050.00	364,560.00	01-Jun-2010	44	2.625%	33,234.29
Summary	0021788765	Oct-2013	01-Oct-2002	FL	80.00	224,000.00	223,727.88	01-May-2011	33	2.250%	12,629.80
Summary	0021792254	Jan-2014	01-Oct-2002	GA	80.00	145,200.00	149,992.80	01-Jun-2013	8	2.375%	3,788.44
Summary	0021801816	Aug-2011	01-Oct-2002	GA	80.00	116,000.00	109,410.48	01-Feb-2011	36	2.375%	7,389.65
Summary	0021811708	Sep-2013	01-Nov-2002	FL	95.00	233,700.00	229,912.61	01-Jan-2013	13	2.625%	6,714.59
Summary	0021835251	Sep-2013	01-Nov-2002	FL	76.44	198,750.00	193,160.79	01-Oct-2012	16	2.250%	5,476.84
Summary	0021843172	Mar-2014	01-Feb-2003	GA	94.68	220,600.00	211,779.87	01-Sep-2013	5	2.000%	2,009.43
Summary	0103432100	Sep-2013	01-Nov-2002	NC	55.27	995,000.00	963,863.42	01-May-2013	9	2.750%	21,186.72
Summary	0104226907	Aug-2012	01-Sep-2002	GA	94.48	171,000.00	160,125.63	01-Sep-2011	29	2.125%	7,444.37
Summary	0104324108	Sep-2013	01-Oct-2002	GA	84.40	173,000.00	172,941.33	01-Aug-2012	18	2.125%	5,108.32
Summary	0104365903	Apr-2013	01-Oct-2002	GA	85.00	280,500.00	272,596.81	01-Sep-2012	17	2.125%	7,626.00
Summary	0104389408	May-2013	01-Oct-2002	GA	75.00	161,250.00	143,149.95	01-Sep-2012	17	2.500%	4,827.45
Summary	1311000404	Aug-2013	01-Sep-2002	GA	80.00	155,400.00	155,394.73	01-Aug-2012	18	2.500%	5,786.47

ROA1086

Exhibit 2

Structured Asset Mortgage Investments Inc.
Mortgage Pass-Through Certificates
Series 2002-AR4

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8480 Stagecoach Circle
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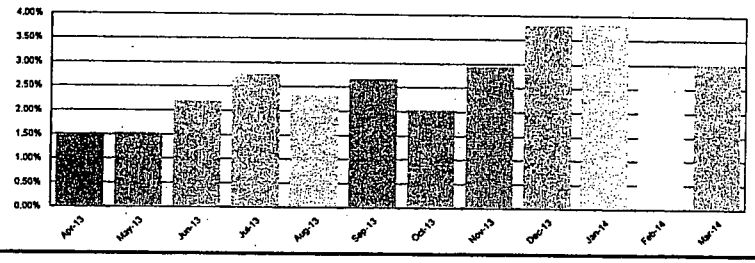
Bankruptcy Detail - All Mortgage Loans in Bankruptcy during Current Period

Summary

New Bankruptcy Loans	
Loans in Bankruptcy	0
Original Principal Balance	0.00
Current Actual Balance	0.00
Current Bankruptcy Total	
Loans in Bankruptcy	7
Original Principal Balance	1,021,570.00
Current Actual Balance	980,006.63

12 Month Bankruptcy History



Bankruptcy Detail - All Mortgage Loans in Bankruptcy during Current Period

Group	Loan Number	Month Loan Entered Bankruptcy	First Payment Date	State	LTV at Origination	Original Principal Balance	Current Actual Balance	Paid To Date	Months Delinquent	Current Loan Rate	Approximate Delinquent Interest
Summary	0021188081	Jul-2013	01-Feb-2003	FL	80.00	192,000.00	187,821.94	01-Feb-2011	36	2.625%	14,174.38
Summary	0021192968	Dec-2013	01-Feb-2003	GA	80.00	143,200.00	137,207.32	01-Oct-2013	4	2.375%	1,361.92
Summary	0021903018	Dec-2013	01-Feb-2003	FL	86.48	159,900.00	153,748.44	01-Jan-2013	13	2.125%	3,409.00
Summary	0104334008	Oct-2009	01-Oct-2002	GA	93.91	125,850.00	115,939.77	01-Feb-2014	0	2.500%	411.67
Summary	1304001786	Jun-2012	01-Feb-2003	GA	79.98	130,300.00	124,925.08	01-Feb-2014	0	2.750%	495.33
Summary	1309001013	Sep-2013	01-Feb-2003	GA	80.00	119,120.00	115,609.00	01-Aug-2013	6	2.375%	1,528.36
Summary	1312000284	Mar-2009	01-Feb-2003	GA	80.00	151,200.00	144,755.08	01-Feb-2014	0	2.375%	483.35

ROA1087

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Realized Loss Detail Report - Loans with Losses during Current Period

	Inactive				Active				Totals			
Group	# Loans with Losses	Liquidated Actual Balance	Realized Loss/(Gain) Amount	Current Loss Percentage	# Loans with Losses	Ending Actual Balance	Realized Loss/(Gain) Amount	Current Loss Percentage	# Loans with Losses	Liquidated or Ending Actual Balance	Realized Loss/(Gain) Amount	Current Loss Percentage
Total	1	188,271.43	55,456.54	0.173 %	0	0.00	0.00	0.000 %	1	188,271.43	55,456.54	0.173 %

Realized Loss Loan Detail Report - Loans with Losses during Current Period

Group	Loan Number	Original Principal Balance	Current Note Rate	State	LTV at Origination	Original Term	Liquidated or Ending Actual Balance	Liquidation Effective Date	Realized Loss/(Gain)	Cumulative Realized Loss/(Gain)
Summary	0104592209	207,100.00	2.125%	OH	95.00	300	188,271.43	02/12/2014	55,456.54	55,456.54

Realized Loss/(Gain) value may include Interest Loss, Principal Loss, and Expense amounts.

* This data is currently not provided for reporting.

** The current loss for this loan is associated with a modification; for further detail please see the Modification section.

ROA1088

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Mortgage Pass-Through Certificates
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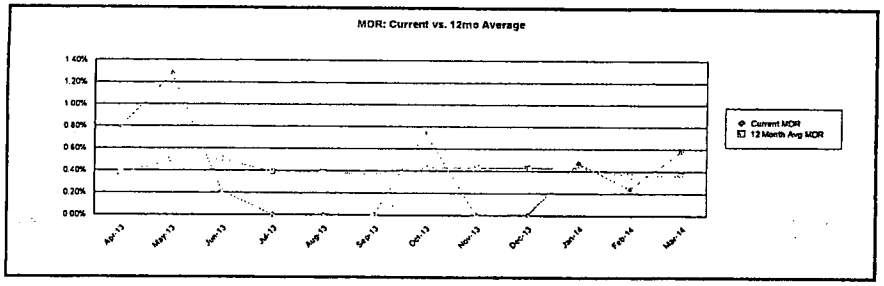
Realized Loss Report - Collateral

Summary

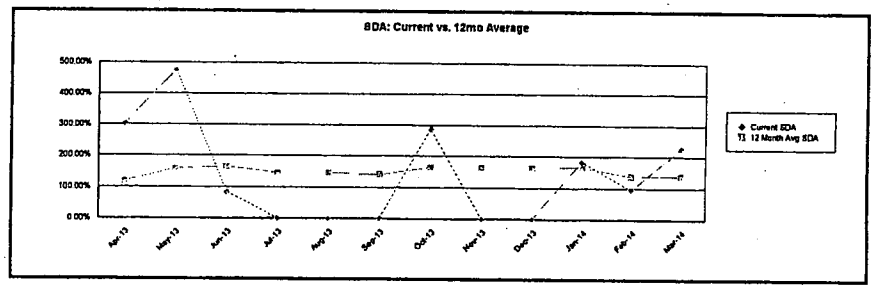
MDR

Current Month	0.577%
3 Month Average	0.427%
12 Month Average	0.358%



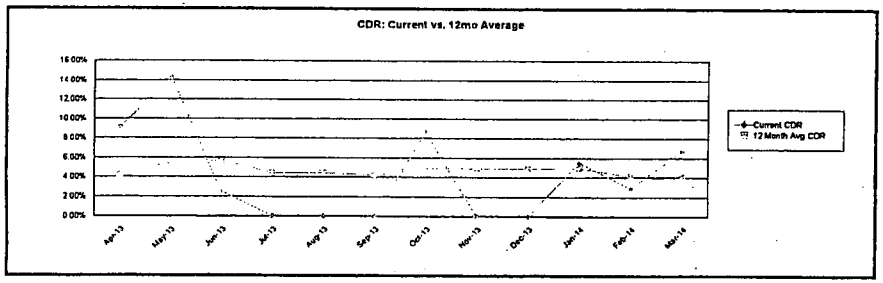
SDA

Current Month	223.734%
3 Month Average	166.471%
12 Month Average	137.076%



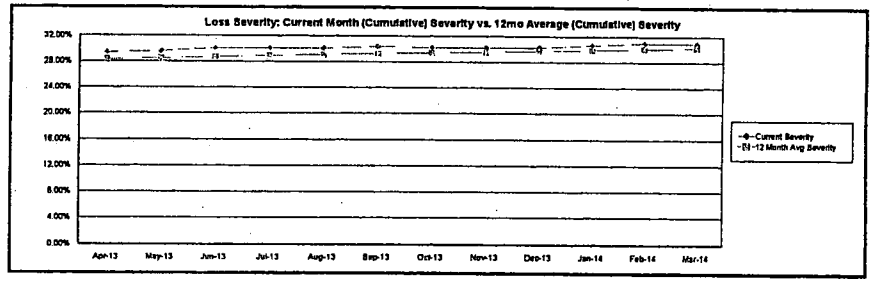
CDR

Current Month	6.712%
3 Month Average	4.994%
12 Month Average	4.112%



Loss Severity

Current Month (Cumulative)	30.886%
3 Month Average (Cumulative)	30.820%
12 Month Average (Cumulative)	30.205%



Calculation Methodology:

Monthly Default Rate (MDR): Sum(Beg Scheduled Balance of Liquidated Loans) / Sum(Beg Scheduled Balance).

Conditional Default Rate (CDR): 1-((1-MDR)^12)

SDA Standard Default Assumption: If WAS ≤ 30 then CDR / (WAS * 0.02) else if 30 < WAS ≤ 60 then CDR / 0.6 else if 60 < WAS ≤ 120 then CDR / (0.6 - ((WAS - 60) * 0.0095)) else if WAS > 120 then CDR / 0.03

Cumulative Loss Severity: Sum(All Active & Inactive Realized Losses) / Sum(Active Loans or loans without a loss passed on or after liquidation: the Actual Ending Principal Balance as of the most recent cycle in which a Realized Loss was passed; loans with a loss passed on or after the month of liquidation: the Actual Beginning Principal Balance from the cycle in which the loan was liquidated).

3 Month Average and 12 Month Average will not have values until the 3rd and 12th month respectively.

ROA1089

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Prepayment Detail - Prepayments during Current Period

Summary

	Loans Paid in Full			Repurchased Loans			Substitution Loans			Liquidated Loans			Curtailments
	Count	Original Principal Balance	Current Scheduled Balance	Count	Original Principal Balance	Current Scheduled Balance	Count	Original Principal Balance	Current Scheduled Balance	Count	Original Principal Balance	Current Scheduled Balance	Curtailment Amount
Total	1	304,000.00	276,457.26	0	0.00	0.00	0	0.00	0.00	1	207,100.00	189,267.03	13,122.32

Prepayment Loan Detail - Prepayments during Current Period

Group	Loan Number	State	LTV at Origination	First Payment Date	Original Principal Balance	Prepayment Amount	PIF Type	Months Delinquent	Current Loan Rate	Original Term	Seasoning
Summary	0021788930	GA	80.00	01-Sep-2002	304,000.00	274,956.28	Loan Paid in Full	2	1.875%	300	138
Summary	0104592209	OH	95.00	01-Nov-2002	207,100.00	188,271.43	Liquidation	58	2.125%	300	136

ROA1090

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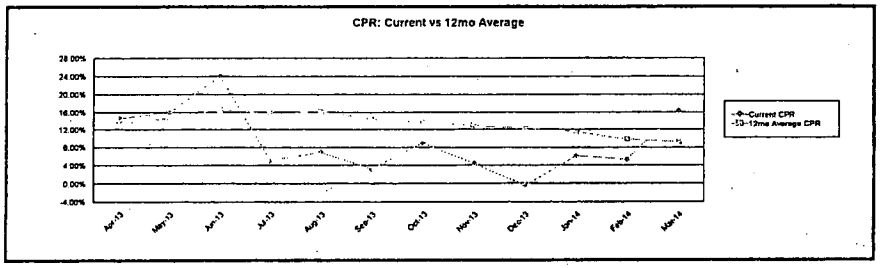
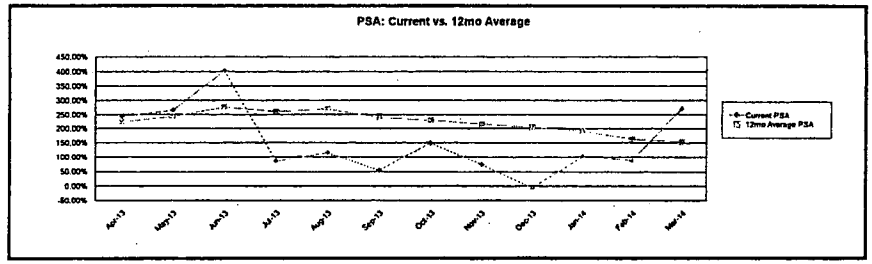
Prepayment Rates

Summary

SMM		CPR		PSA	
Current Month	1.460%	Current Month	16.182%	Current Month	269.699%
3 Month Average	0.809%	3 Month Average	9.162%	3 Month Average	152.698%
12 Month Average	0.819%	12 Month Average	9.162%	12 Month Average	152.706%





ROA1091

Calculation Methodology:

Single Month Mortality (SMM): (Partial and full prepayments + Repurchases) / (Beginning Scheduled Balance - Scheduled Principal)
Conditional PrePayment Rate (CPR): 1 - ((1 - SMM)^12)
PSA Standard Prepayment Model: 100 * CPR / (0.2 * MIN(30,WAS))
Weighted Average Seasoning (WAS): sum((Original Term - Remaining Term)*(Current Scheduled Balance/Deal Scheduled Principal Balance))

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Modification Summary

	Loan Count (Numerator)	Loan Count (Denominator)	Loan Count %	Current Scheduled Balance (Numerator)	Current Scheduled Balance (Denominator)	Current Scheduled Balance %
Number of loans modified within the past 12 months that are currently delinquent (against the total number of loans delinquent within the deal)	0	34	0.000%	0.00	6,803,744.14	0.000%
Number of modified loans that have passed the loan modification performance test (against the total number of modified loans)	7	9	77.778%	1,377,981.00	1,664,182.87	82.802%
Number of loans modified in the current cycle (against the number of loans within the deal)	0	171	0.000%	0.00	32,144,838.58	0.000%
Number of modified loans (against the total number of loans within the deal)	9	171	5.263%	1,664,182.87	32,144,838.58	5.177%
Number of loans modified within the last 12 months (against the total number of modified loans within the deal)	5	9	55.556%	897,580.80	1,664,182.87	53.935%
Number of loans modified within the last 12 months (against the total number of loans within the deal)	5	171	2.924%	897,580.80	32,144,838.58	2.792%
Number of modified loans that are not currently delinquent after the modification (against the number of modified loans within the deal)	7	9	77.778%	1,377,981.00	1,664,182.87	82.802%
Number of loans modified in the current cycle that are not currently delinquent (against the number of loans modified in the current cycle)	0	0	0.000%	0.00	0.00	0.000%
Number of loans modified in the current cycle that are currently delinquent (against the number of loans modified in the current cycle)	0	0	0.000%	0.00	0.00	0.000%
Number of modified loans that were not delinquent at the time of the modification (against the number of loans modified within the deal)	0	9	0.000%	0.00	1,664,182.87	0.000%
Number of modified loans that were delinquent at the time of the modification (against the total number of loans modified within the deal)	9	9	100.000%	1,664,182.87	1,664,182.87	100.000%

Delinquencies are classified based on the logic set forth in the governing documents.

If a loan is modified in the first month of the security it is assumed the loan is delinquent.

This summary excludes inactive loans.

ROA1092

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Modification Detail

Modification Detail Summary

Groups	Current						Cumulative					
	Loan Count	Original Principal Balance	Current Scheduled Balance	Capitalized Amount	Capitalized Reimbursement Amount	Total Forgiveness	Loan Count	Original Principal Balance	Current Scheduled Balance	Capitalized Amount	Capitalized Reimbursement Amount	Total Forgiveness
Total	0	0.00	0.00	0.00	0.00	0.00	9	2,080,700.00	1,664,182.87	87,244.55	183,564.52	0.00

Current Month Modification Detail

Loan Number/ Original Balance	Mod Appr Date/Mod Effective Date	Total Capitalized Amount	Total Capitalized Reimb. Amount	Total Forgiveness	No of Times Loan Modified		No of Months Delinq.	Loan Status	Next Due Date	Interest Rate	Payment Amount	Maturity Date	Balloon Amount	Balloon Date	Scheduled Balance
						No Modifications this Period									

ROA1093

Historical Modification Detail

Loan Number/ Original Balance	Mod Appr Date/Mod Effective Date	Total Capitalized Amount	Total Capitalized Reimb. Amount	Total Forgiveness	No of Times Loan Modified		No of Months Delinq.	Loan Status	Next Due Date	Interest Rate	Payment Amount	Maturity Date	Balloon Amount	Balloon Date	Scheduled Balance
0021136395	02/12/2014					Pre Mod	17	No Action	08/01/2012	2.625	2,457.99	08/01/2027	*	*	336,700.79
365,050.00	02/01/2014	35,516.30	54,171.41	*		Post Mod	0	No Action	02/01/2014	2.000	855.84	08/01/2027	224,113.33	08/01/2027	282,234.71
					1	Current Values	0	No Action	03/01/2014	2.000	855.84	08/01/2027	224,113.33	08/01/2027	281,849.26
0021723630	03/08/2012					Pre Mod	7	No Action	07/01/2011	2.500	789.40	09/01/2027	*	*	378,912.43
383,400.00	03/01/2012	14,218.51	(14,029.83)	*		Post Mod	(1)	No Action	04/01/2012	2.000	815.09	09/01/2027	*	*	390,157.90
					1	Current Values	0	No Action	03/01/2014	2.000	818.26	09/01/2027	N/A	N/A	258,113.01
0021775424	08/10/2011					Pre Mod	22	No Action	09/01/2009	2.375	449.67	08/01/2027	*	*	227,200.00
227,200.00	08/01/2011	*	(0.14)	*		Post Mod	0	No Action	08/01/2011	4.500	1,308.84	08/01/2027	117,794.22	08/01/2027	234,676.66
					1	Current Values	0	No Action	03/01/2014	4.500	1,308.84	08/01/2027	117,794.22	08/01/2027	222,287.19
0021792254	02/12/2009					Pre Mod	7	No Action	06/01/2008	5.125	620.13	09/01/2027	*	*	145,200.00
145,200.00	01/31/2009	4,792.80	(0.08)	*		Post Mod	(1)	No Action	03/01/2009	4.990	623.72	09/01/2027	*	*	149,992.80
					1	Current Values	8	Foreclosure	07/01/2013	2.375	1,050.33	09/01/2027	N/A	N/A	145,449.57
0021796859	08/09/2013					Pre Mod	4	No Action	03/01/2013	2.375	1,077.14	09/01/2027	*	*	155,362.02
162,950.00	08/01/2013	1,443.63	46,246.34	*		Post Mod	0	No Action	08/01/2013	2.625	769.99	09/01/2027	*	*	108,685.54
					1	Current Values	0	No Action	03/01/2014	2.625	769.99	09/01/2027	N/A	N/A	104,926.81

Structured Asset Mortgage Investments Inc.
Mortgage Pass-Through Certificates
Series 2002-AR4

Contact: Customer Service - CTSLink
Wells Fargo Bank, N.A.
Securities Administration Services
8480 Stagecoach Circle
Frederick, MD 21701-4747
www.ctslink.com
Telephone: 1-866-846-4526
Fax: 240-586-8675

Historical Modification Detail

Loan Number/ Original Balance	Mod Appr Date/Mod Effective Date	Total Capitalized Amount	Total Capitalized Reimb. Amount	Total Forgiveness	No of Times Loan Modified		No of Months Delinq.	Loan Status	Next Due Date	Interest Rate	Payment Amount	Maturity Date	Balloon Amount	Balloon Date	Scheduled Balance
0021823158	09/10/2013					Pre Mod	5	No Action	03/01/2013	2.625	1,863.07	10/01/2027	*	*	264,261.53
277,550.00	09/01/2013	2,533.41	81,559.25	*		Post Mod	0	No Action	09/01/2013	2.875	1,311.06	10/01/2027	*	*	182,024.35
					1	Current Values	0	No Action	03/01/2014	2.875	1,311.06	10/01/2027	N/A	N/A	176,743.04
0021893516	12/11/2013					Pre Mod	9	Foreclosure	02/01/2013	2.250	1,441.53	01/01/2028	*	*	209,676.16
220,000.00	11/01/2013	16,736.08	(25,938.38)	*		Post Mod	0	No Action	12/01/2013	2.375	1,633.18	01/01/2028	0.00	*	234,396.34
					1	Current Values	0	No Action	03/01/2014	2.375	1,633.18	01/01/2028	N/A	N/A	230,881.59
0104445200	06/11/2013					Pre Mod	6	No Action	11/01/2012	2.625	1,105.70	09/01/2027	*	*	158,355.74
166,250.00	06/01/2013	1,527.67	52,891.39	*		Post Mod	0	No Action	06/01/2013	2.000	319.64	09/01/2027	80,843.53	09/01/2027	105,408.64
					1	Current Values	0	No Action	03/01/2014	2.000	319.64	09/01/2027	80,843.53	09/01/2027	103,180.10
1308000470	01/11/2013					Pre Mod	14	No Action	10/01/2011	2.750	720.95	10/01/2032	*	*	132,142.57
133,100.00	01/01/2013	10,476.15	(11,335.44)	*		Post Mod	0	No Action	01/01/2013	2.750	504.91	10/01/2032	90,235.97	10/01/2032	143,275.93
					1	Current Values	1	No Action	02/01/2014	2.750	504.91	10/01/2032	90,235.97	10/01/2032	140,752.30

Pre Mod values are from the cycle directly preceding the modification effective date, except for a modification with a prior effective date which will come from the cycle directly preceding the modification approval date.

tal Capitalized Reimbursement Amount is a projected value based upon the adjusted principal at the time of modification.

'his data is currently not provided for reporting.

ROA1094

Structured Asset Mortgage Investments Inc.
Mortgage Pass-Through Certificates
Series 2002-AR4

Contact: Customer Service - CTSLink
Wells Fargo Bank, N.A.
Securities Administration Services
8480 Stagecoach Circle
Frederick, MD 21701-4747
www.ctslink.com
Telephone: 1-866-846-4526
Fax: 240-586-8675

Modified Data Elements

CURRENT PERIOD SUMMARY	# of Modifications	% of Modifications	Original Principal Balance	% of Original Principal Balance	Current Scheduled Balance	% of Current Scheduled Balance
	No Modifications to report this Period *					
Total						

CUMULATIVE SUMMARY	# of Modifications	% of Modifications	Original Principal Balance	% of Original Principal Balance	Current Scheduled Balance	% of Current Scheduled Balance
Interest Rate, Principal Balance, Scheduled P&I	5	55.5556 %	1,189,100.00	57.1490 %	1,065,256.93	58.1836 %
Interest Rate, Principal Balance, Scheduled P&I, Balloon Date, Balloon Amount	1	11.1111 %	166,250.00	7.9901 %	105,408.64	5.7574 %
Interest Rate, Principal Balance, Scheduled P&I, Balloon Date, Balloon Amount, ARM to Fixed	1	11.1111 %	227,200.00	10.9194 %	234,676.66	12.8179 %
Interest Rate, Principal Balance, Scheduled P&I, Balloon Date, Balloon Amount, IO to Fully Amortizing	1	11.1111 %	365,050.00	17.5446 %	282,234.71	15.4155 %
Principal Balance, Scheduled P&I, Balloon Date, Balloon Amount	1	11.1111 %	133,100.00	6.3969 %	143,275.93	7.8256 %
Total	9	100.0000 %	2,080,700.00	100.0000 %	1,830,852.87	100.0000 %

Current Modified Data Elements Detail

Loan Number	Modification Approved Date	Modification Effective Date	Original Principal Balance	Current Scheduled Balance	Interest Rate Change	Principal Balance Change	Maturity Date Change	Scheduled P&I Change	Balloon Date Change	Balloon Amt Change	ARM to Fixed Change	Fixed To ARM Change	IO To Fully Amortizing Change	Fully Amortizing To IO Change	Streamlined Modification
					No Modifications this Period *										

For Additional Footnote information, please see bottom of the Historical Modified Data Elements Detail Section.

Historical Modified Data Elements Detail

Loan Number	Modification Approved Date	Modification Effective Date	Original Principal Balance	Current Scheduled Balance	Interest Rate Change	Principal Balance Change	Maturity Date Change	Scheduled P&I Change	Balloon Date Change	Balloon Amt Change	ARM to Fixed Change	Fixed To ARM Change	IO To Fully Amortizing Change	Fully Amortizing To IO Change	Streamlined Modification
0021136395	02/12/2014	02/01/2014	365,050.00	282,234.71	X	X		X	X	X			X		
00217[illegible]	03/08/2012	03/01/2012	383,400.00	390,157.90	X	X		X							

ROA1095

Structured Asset Mortgage Investments Inc.
Mortgage Pass-Through Certificates
Series 2002-AR4

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Frederick, MD 21701-4747
www.ctslink.com
Telephone: 1-866-846-4526
Fax: 240-586-8675

Historical Modified Data Elements Detail

Loan Number	Modification Approved Date	Modification Effective Date	Original Principal Balance	Current Scheduled Balance	Interest Rate Change	Principal Balance Change	Maturity Date Change	Scheduled P&I Change	Balloon Date Change	Balloon Amt Change	ARM to Fixed Change	Fixed To ARM Change	IO To Fully Amortizing Change	Fully Amortizing To IO Change	Streamlined Modification
0021775424	08/10/2011	08/01/2011	227,200.00	234,676.66	X	X		X	X	X	X				
0021792254	02/12/2009	01/31/2009	145,200.00	149,992.80	X	X		X							
0021796859	08/09/2013	08/01/2013	162,950.00	108,685.54	X	X		X							
0021823158	09/10/2013	09/01/2013	277,550.00	182,024.35	X	X		X							
0021893516	12/11/2013	11/01/2013	220,000.00	234,396.34	X	X		X							
0104445200	06/11/2013	06/01/2013	166,250.00	105,408.64	X	X		X	X	X					
1308000470	01/11/2013	01/01/2013	133,100.00	143,275.93		X		X	X	X					

If a loan has been modified multiple times, it will be included in the totals for each applicable modification type in the summary sections.

* Loans that are listed in the Modification Detail Section, and are not listed in the Modified Data Elements Section may have been reported prior to November 2008 or incurred one or more ARM Parameter changes.

ROA1096

Structured Asset Mortgage Investments Inc.
Mortgage Pass-Through Certificates
Series 2002-AR4

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Wells Fargo Bank, N.A.
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www.ctslink.com
Telephone: 1-866-846-4526
Fax: 240-586-8675

Future Modifications

Future Modification Summary

Groups	Loan Count	Original Principal Balance	Current Scheduled Balance
Total	0	0.00	0.00

Future Modification Detail

Loan Number	Original Principal Balance	Modification Approved Date/ Modification Effective Date	Previously Modified		No of Months Delinq.	Loan Status	Next Due Date	Interest Rate	Payment Amount	Maturity Date	Balloon Amount	Balloon Date	Current Sched Balance/Modified Beginning Balance
				No Future Modifications this Period									

ROA1097

Structured Asset Mortgage Investments Inc.
Mortgage Pass-Through Certificates
Series 2002-AR4

Contact: Customer Service - CTSLink
Wells Fargo Bank, N.A.
Securities Administration Services
8480 Stagecoach Circle
Frederick, MD 21701-4747
www.ctslink.com
Telephone: 1-866-846-4526
Fax: 240-586-8675

Substitutions

Loans Repurchased				Loans Substituted			
Loan Number	Current Scheduled Balance	Current Rate	Current Payment	Loan Number	Current Scheduled Balance	Current Rate	Current Payment

No Substitutions this Period

Repurchases Due to Breaches

Loan Number	Beginning Scheduled Balance	Payoff Balance	Current Rate	Current Payment

No Repurchases Due to Breaches this Period

Repurchases Due To Other

Loan Number	Beginning Scheduled Balance	Payoff Balance	Current Rate	Current Payment

No Repurchases Due to Other this Period

ROA1098

Structured Asset Mortgage Investments Inc.
Mortgage Pass-Through Certificates
Series 2002-AR4

Contact: Customer Service - CTSLink
Wells Fargo Bank, N.A.
Securities Administration Services
8480 Stagecoach Circle
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www.ctslink.com
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Fax: 240-586-8675

Supplemental Reporting

Miscellaneous Modification Reporting Footnote

In the absence of specific guidance in the governing agreements, Wells Fargo Bank, N.A. has determined that a reduction in principal agreed to by a servicer in connection with a loan modification should be treated in a manner similar to a realized principal loss on the related loan.

Information Relating to Forbearance Modification Reporting

Wells Fargo's practice, as master servicer, securities administrator or trustee, is to report and allocate principal forborne in connection with mortgage loan modifications ("Forborne Principal") as losses or non-losses, including mortgage loan modifications made pursuant to the Home Affordability Modification Program, as explicitly and clearly reported to Wells Fargo by the servicer of the modified loan. From time to time, Wells Fargo may receive information from a servicer that revises or clarifies the servicer's intent about its treatment of Forborne Principal ("Supplemental Servicer Reporting"). If this occurs, Wells Fargo's practice is to revise its reporting of Forborne Principal to conform to the Supplemental Servicer Reporting. This may result in the recognition and allocation of Forborne Principal as a loss after the modification date of a mortgage loan by the servicer or the reversal of a prior recognition and allocation of Forborne Principal as a loss.

Reclassification of Forborne Principal

Wells Fargo's practice is to classify, or reclassify, Forborne Principal on the first distribution date on which it is reasonably practicable to do so after Wells Fargo determines that it has received the Supplemental Servicer Reporting, which, due to the time and effort necessary to review, verify, and process such Supplemental Servicer Reporting, may be several reporting periods after Wells Fargo determines that it has received such reporting (such distribution date, the "Target Reporting Date").

ROA1099

Information Relating to Forbearance Modification Reporting, continued

Restatement of Distribution Reports to Loan Modification Date

Wells Fargo will not restate distribution reports to reflect losses or gains attributable to Forborne Principal as of the date the servicer modified the loan if the Target Reporting Date is later than the normal reporting cycle for monthly servicer activities.

Restatement to Target Reporting Date

In certain circumstances, Wells Fargo may restate distribution reports from the Target Reporting Date if Wells Fargo determines that it did not apply Forborne Principal in the manner specified in the Supplemental Servicer Reporting on the Target Reporting Date. Wells Fargo's practice is to restate previous distribution reports to the Target Reporting Date only if the restatement would have a significant impact on cash distributions to any class of certificates after the Target Reporting Date. If Wells Fargo determines that restating previous distribution reports to the Target Reporting Date would have a significant impact on cash distributions to any class of certificates after the Target Reporting Date, then Wells Fargo's practice is to restate the distribution reports to the Target Reporting Date and include additional footnoting or reporting describing the restatement.

36100160021 P P 20 002500 0005822500000049003451
0902082700358577003753000 00 00850 SC 091001 EF02 00058225000
333333333333 12 004000 9 02125 0814 0914 06 06 00000 000000
012000 002125 00000000 00000 N
LEXINGTON 29072 Y 000000 025 00125SAM02AR4-1
02124989Y1200812 04 0 00490034.510.000000 A 100760000.00000
04.00000.34500.000 00.015 6890
000.0000000000.00
F2002AR400000000.0000537182.2000000000.0000000000.00 SAMI19
0.0000000.0000000.0000000.0000000.0000000.000000
000689000000000.00000000000.00 EMC MORTGAGE
CORPORATION 08.0000
00000000.0000000000.0000000000.0000000000.00 00000000.00

For Exhibit F to
This document
See Exhibit C to
Defendant's Follow
Up Memo

COPY

FILED

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS

DOCKET NO.

Exhibit G

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4,

Plaintiff,

v.

Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank;

Defendant(s).

LIS PENDENS
Deficiency Judgment Demanded

2013-LP-32-619

2013CP3201709

(006443-01216)

NOTICE IS HEREBY GIVEN THAT an action has been or will be commenced in this Court upon complaint of the above-named Plaintiff against the above-named Defendant(s) for the foreclosure of a certain mortgage of real estate given by Cathy G. Lanier to Mortgage Electronic Registration Systems, Inc., as nominee for Southstar Funding, LLC d/b/a Capital Home Mortgage, its successors and assigns (MIN 100190836100160022) dated August 2, 2002, and recorded in the Office of the RMC/ROD for Lexington County on August 12, 2002, in Mortgage Book R7406 at Page 97. This Mortgage was assigned to JPMorgan Chase Bank, National Association by assignment dated March 4, 2012 and recorded March 29, 2012 in Book R15422 at Page 73.

The premises covered and affected by the said mortgage and by the foreclosure thereof were, at the time of the making thereof and at the time of the filing of this notice, described as follows:

All that certain piece, parcel or lot of land, together with improvements thereon, if any situate, lying and being in the County of Lexington, State of South Carolina, the same being shown and designated as Lot 19 containing 1.01 Acre in Belle Chase Subdivision, on a plat prepared for Donald P. Jacobsen and Linda T. Jacobsen by Arthur J. Weed, RLS, dated September 2, 1999 and recorded in the Lexington County ROD Office in Book 0288 at Page 0342. Reference to said plat being made for a more complete and accurate description.

This being the same property conveyed to Cathy G. Lanier by deed of Donald P. Jacobsen and Linda Jacobsen, dated August 2, 2002 and recorded August 12, 2012 in Book R7406 at Page 94.

Property Address: 172 Belle Chase Drive
Lexington, SC 29072

TMS# 003428-01-019

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958)
Reginald P. Corley (SC Bar #69453)
Ellie C. Floyd (SC Bar #68635)
Eve Moredock Stacey (SC Bar #5300)
William S. Koehler (SC Bar#74935)
Jaclynn B. Goings (SC Bar #77501)
Andrew A. Powell (SC Bar #100210)
Mary Powers (SC Bar #16534)

Cheryl H. Fisher (SC Bar #15213)
Jennifer W. Rubin (SC Bar #16727)
Michael P. Morris (SC Bar #73560)
Robert P. Davis (SC Bar #74030)
Vance L. Brabham, III (SC Bar #71250)
Andrew W. Montgomery (SC Bar #79893)
John F. McLeod, IV (SC Bar # 100693)
J. Pamela Price (SC Bar # 014336)

220 Executive Center Drive
Columbia, SC 29210

Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
May 16, 2013

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON)

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COPY

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4,

Plaintiff(s)

vs.

Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank;

Defendant(s)

CIVIL ACTION COVERSHEET

2013CP3201709

Submitted By: Samuel C. Waters (SC Bar #5958), Cheryl H. Fisher (SC Bar #15213), Reginald P. Corley (SC Bar #69453), Jennifer W. Rubin (SC Bar #16727), Ellie C. Floyd (SC Bar #68635), Michael P. Morris (SC Bar #73560), Eve Moredock Stacey (SC Bar #5300), Robert P. Davis (SC Bar #74030), William S. Koehler (SC Bar#74935), Vance L. Brabham, III (SC Bar #71250), Jaclynn B. Goings (SC Bar #77501), Andrew W. Montgomery (SC Bar #79893), Andrew A. Powell (SC Bar #100210); John F. McLeod, IV (SC Bar # 100693); Mary Powers (SC Bar #16534); Martin H. Kiser (SC Bar # 3552); J. Pamela Price (SC Bar # 014336); Attorneys for the Plaintiff

Rogers Townsend & Thomas, PC
220 Executive Center Drive, Suite 109
Post Office Box 100200
Columbia, SC 29202
(803) 744-4444
(803) 343-7013 - Fax
info@rtt-law.com

006443-01216

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

DOCKETING INFORMATION (*Check all that apply*)
**If Action is Judgment/Settlement do not complete*

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

NATURE OF ACTION (Check One Box Below)

Contracts
- ☐ Constructions (100)
- ☐ Debt Collection (110)
- ☐ Employment (120)
- ☐ General (130)
- ☐ Breach of Contract (140)
- ☐ Other (199)

Torts - Professional Malpractice
- ☐ Dental Malpractice (200)
- ☐ Legal Malpractice (210)
- ☐ Medical Malpractice (220)

Previous Notice of Intent Case # 20___-CP-_____-_____

- ☐ Notice/File Med Mal (230)
- ☐ Other (299)

Torts – Personal Injury
- ☐ Assault/Slander/Libel (300)
- ☐ Conversion (310)
- ☐ Motor Vehicle Accident (320)
- ☐ Premises Liability (330)
- ☐ Products Liability (340)
- ☐ Personal Injury (350)
- ☐ Wrongful Death (360)
- ☐ Other (399)

Real Property
- ☐ Claim & Delivery (400)
- ☐ Condemnation (410)
- ☒ Foreclosure (420)
- ☐ Mechanic's Lien (430)
- ☐ Partition (440)
- ☐ Possession (450)
- ☐ Building Code Violation (460)
- ☐ Other (499)

Inmate Petitions
- ☐ PCR (500)
- ☐ Mandamus (520)
- ☐ Habeas Corpus (530)
- ☐ Other (599)

Administrative Law/Relief
- ☐ Reinstate Drv. License (800)
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction (830)
- ☐ Forfeiture-Petition (840)
- ☐ Forfeiture-Consent Order (850)
- ☐ Other (899)

Judgments/Settlements
- ☐ Death Settlement (700)
- ☐ Foreign Judgment (710)
- ☐ Magistrate's Judgment (720)
- ☐ Minor Settlement (730)
- ☐ Transcript Judgment (740)
- ☐ Lis Pendens (750)
- ☐ Transfer of Structured Settlement Payment Rights Application (760)
- ☐ Confession of Judgment (770)
- ☐ Petition for Workers Compensation Settlement Approval (780)
- ☐ Other (799)

Appeals
- ☐ Arbitration (900)
- ☐ Magistrate-Civil (910)
- ☐ Magistrate-Criminal (920)
- ☐ Municipal (930)
- ☐ Probate Court (940)
- ☐ SCDOT (950)
- ☐ Worker's Comp (960)
- ☐ Zoning Board (970)
- ☐ Public Service Commission (990)
- ☐ Employment Security Comm (991)
- ☐ Other (999)

Special/Complex/Other
- ☐ Environmental (600)
- ☐ Automobile Arb. (610)
- ☐
- ☐ Medical (620)
- ☐ Other (699)
- ☐ Pharmaceuticals (630)
- ☐ Unfair Trade Practices (640)
- ☐ Out-of-State Deposition (650)
- ☐ Motion to Quash Subpoena in an Out-of-County Action (660)
- ☐ Sexual Predator (510)

Submitting Party Signature: _____ **Date:** 5-16-13

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

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

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

1. The parties shall select a neutral and file a "Proof of ADR" form or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.

2. The initial ADR conference must be held within 300 days after the filing of the action.

3. Pre-suit medical malpractice mediations required by S.C. Code § 15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)

4. Cases are exempt from ADR only upon the following grounds:

    a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;

    b. Requests for temporary relief;

    c. Appeals;

    d. Post Conviction relief matters;

    e. Contempt of Court proceedings;

    f. Forfeiture proceedings brought by governmental entities;

    g. Mortgage foreclosures; and

    h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.

5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.

6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference had been concluded.

006443-01216

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

COPY

STATE OF SOUTH CAROLINA)
) IN THE CIRCUIT COURT FOR THE
LEXINGTON COUNTY) ELEVENTH
) JUDICIAL CIRCUIT
FILED
)
The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4,)
Plaintiff)
) CERTIFICATE OF EXEMPTION
vs.) FROM ADR
)
Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank;) DOCKET NO.
Defendant.) 2013CP3201709

I certify that this action is exempt from ADR because:

- ☐ this is a special proceeding or action seeking extraordinary relief such as mandamus, habeas corpus of prohibition;
- ☐ this action is appellate in nature;
- ☐ this is a post-conviction relief matter;
- ☐ this is a contempt of court proceeding;
- ☐ this is forfeiture proceeding brought by the State;
- ☑ this is a case involving a mortgage foreclosure; or
- ☐ the parties submitted the case to voluntary mediation with a certified mediator prior to the filing of this action.

Plaintiff/Attorney(s) for Plaintiff(s)

Samuel C. Waters (SC Bar #5958), Cheryl H. Fisher (SC Bar #15213), Reginald P. Corley (SC Bar #69453), Jennifer W. Rubin (SC Bar #16727), Ellie C. Floyd (SC Bar #68635), Michael P. Morris (SC Bar #73560), Eve Moredock Stacey (SC Bar #5300), Robert P. Davis (SC Bar #74030), William S. Koehler (SC Bar#74935), Vance L. Brabham, III (SC Bar #71250), Jaclynn B. Goings (SC Bar #77501), Andrew W. Montgomery (SC Bar #79893), Andrew A. Powell (SC Bar #100210), John F. McLeod, IV (SC Bar # 100693); Mary Powers (SC Bar #16534); Martin H. Kiser (SC Bar # 3552); J. Pamela Price (SC Bar # 014336)

Rogers Townsend & Thomas, PC
220 Executive Center Drive, Suite 109
Post Office Box 100200
Columbia, SC 29202
(803) 744-4444

Defendant/Attorney(s) for Defendant(s)

Date: May 16, 2013

006443-01216

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

FILED

2013 MAY 17 A 8:23

IN THE COURT OF COMMON PLEAS

DOCKET NO.

COPY

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4,

Plaintiff,

v.

Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank;

Defendant(s).

SUMMONS
(NON-JURY)
FORECLOSURE OF REAL ESTATE MORTGAGE
Deficiency Judgment Demanded

2013CP3201709

(006443-01216)

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, 220 Executive Center Drive, Suite 109, Post Office Box 100200, Columbia, South Carolina 29202, within thirty (30) days after the service hereof, exclusive of the day of such service, except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an order of reference or that the Court may issue a general order of reference of this action to a master in equity/special referee, pursuant to Rule 53, of the South Carolina Rules of Civil Procedure.

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

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4.

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958)
Reginald P. Corley (SC Bar #69453)
Ellie C. Floyd (SC Bar #68635)
Eve Moredock Stacey (SC Bar #5300)
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J. Pamela Price (SC Bar # 014336)

220 Executive Center Drive
Columbia, SC 29210

Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
May 16, 2013

FILED

COPY

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON	DOCKET NO.
The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4, Plaintiff, v. Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank; Defendant(s).	COMPLAINT (NON-JURY) FORECLOSURE OF REAL ESTATE MORTGAGE Deficiency Judgment Demanded 2013CP3201709

(006443-01216)

Plaintiff alleges:

1. This is an action for the foreclosure of a mortgage upon certain real estate in Lexington County, South Carolina.

2. Pursuant to S.C. Code Section 33-15-101(b)(8) Plaintiff is a corporation or other legal entity collecting debts and / or enforcing mortgages, security interests or other rights in property securing debts.

3. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.

4. The Plaintiff's servicing agent for the mortgage loan described in this foreclosure action is participating in the Home Affordable Modification Program ("HMP"), but the subject loan is not eligible for modification because the borrower did not provide all necessary documents after those documents had been requested.

5. Some lien on or interest in the real estate, the subject of this action, may be claimed

by the Defendant(s) herein.

6. The Defendant(s) herein described as judgment creditors have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of South Carolina Code Section 15-35-840.

7. Heretofore, on or about August 2, 2002, Cathy G. Lanier made, executed and delivered a certain Adjustable Rate Note ("Note") in the principal sum of $582,250.00, payable in monthly installments.

8. In order to secure the payment of the Note according to the terms and conditions thereof, Cathy G. Lanier made, executed and delivered unto Mortgage Electronic Registration Systems, Inc., as nominee for Southstar Funding, LLC d/b/a Capital Home Mortgage, its successors and assigns (MIN 100190836100160022) a certain real estate mortgage ("Mortgage") covering the following described property and any and all improvements to the property, including but not limited to a mobile/manufactured home:

All that certain piece, parcel or lot of land, together with improvements thereon, if any situate, lying and being in the County of Lexington, State of South Carolina, the same being shown and designated as Lot 19 containing 1.01 Acre in Belle Chase Subdivision, on a plat prepared for Donald P. Jacobsen and Linda T. Jacobsen by Arthur J. Weed, RLS, dated September 2, 1999 and recorded in the Lexington County ROD Office in Book 0288 at Page 0342. Reference to said plat being made for a more complete and accurate description.

This being the same property conveyed to Cathy G. Lanier by deed of Donald P. Jacobsen and Linda Jacobsen, dated August 2, 2002 and recorded August 12, 2012 in Book R7406 at Page 94.

Property Address: 172 Belle Chase Drive
Lexington, SC 29072

TMS# 003428-01-019

9. The Mortgage was signed, witnessed and probated August 2, 2002; thereafter the Mortgage was recorded in the Office of the RMC/ROD for Lexington County on August 12, 2002, in Mortgage Book R7406 at Page 97. This Mortgage was assigned to JPMorgan Chase Bank, National Association by assignment dated March 4, 2012 and recorded March 29, 2012 in Book R15422 at Page 73.

10. The Mortgage evidences and secures the repayment of money advanced by Plaintiff or its predecessor in interest to, or on behalf of, the mortgagor(s) and constitutes a purchase money first lien on the mortgaged premises.

11. After all payments received by the Plaintiff have been credited to the subject loan, the

loan is in default and due for September 1, 2010, and the conditions of the Note and Mortgage have been broken. Plaintiff elects to and does declare the entire balance of said indebtedness due and payable, and that there is due on the Note and Mortgage as of September 1, 2010, the principal sum of $537,182.20, with interest from August 1, 2010, advances, late charges, and also for the costs and disbursements of this action, including attorney's fees.

12. Pursuant to South Carolina Code Sections 29-3-650 and 29-3-660, Plaintiff specifically demands or reserves its right to a personal or deficiency judgment, unless heretofore or hereafter released, against the Notemaker(s) hereby obligated for the above-described debt.

13. Pursuant to the terms of the Mortgage, Plaintiff has employed counsel to prosecute this action and a reasonable value of services of counsel in this action is the sum as the Court may find appropriate.

14. Plaintiff may be forced to pay sums for taxes and insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

15. Pursuant to the terms of the Mortgage and applicable state law, Plaintiff requests the mortgage be foreclosed and that the property be sold at public auction in accordance with law, subject to any liens for taxes, special assessments of record against such property, and existing easements or restrictions of record.

16. The hereinafter named Defendant(s) may have some interest in or lien upon the premises covered by the Mortgage set forth above, or some part thereof, but that such interests or liens are junior and subsequent to the lien of Plaintiff's Mortgage or, if specified below, have been paid in full and either should be satisfied of record or the lien released from the subject real estate. Said liens or interests are of record in the Office of the RMC or Clerk of Court of the aforesaid county and are described as follows:

A. Branch Banking and Trust Company, by virtue of a mortgage given by Cathy G. Lanier in the amount of $150,000.00, dated June 12, 2008, and recorded June 17, 2008 in Book R12973 at Page 336. Also including any other liens they may have.

B. Regions Bank, by virtue of a mortgage given by Cathy G. Lanier in the amount of $102,842.30, dated September 25, 2008, and recorded September 30, 2008 in Book R13175 at Page 127. Also including any other liens they may have.

C. Branch Banking and Trust Company by virtue of any deficiency they may claim by Case 2010-CP-32-03622. Branch Banking and Trust Company is successor in interest to Branch Banking and Trust Company of South Carolina.

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

(1) Under the direction of this Court, ascertain and determine the amount due upon the Note and Mortgage held by Plaintiff together with attorney's fees and costs of this action.

(2) Declare Plaintiff's Mortgage a purchase money first lien and render judgment of foreclosure for the amount so found to be due and owing thereon, together with any ad valorem taxes, or insurance premiums, and any other expenses which may be due and have been advanced by Plaintiff, with reasonable attorney's fees, and for the costs of this action.

(3) Order the reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

(4) Appoint a Receiver to collect the rents, issues, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.

(5) Under the direction of this Court, sell the mortgaged premises, bar any equity of redemption, and apply the proceeds of sale as follows:

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

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

Third, to the distribution of any surplus pursuant to Rule 71, of the South Carolina Rules of Civil Procedure;

(6) Issue an order directing the Sheriff of Lexington County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property should the same become necessary;

(7) Order such other and further relief as may be just and proper.

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

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220 Executive Center Drive
Columbia, SC 29210

Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
May 16, 2013

NOTICE

1. As of April 30, 2013, you owe $591,312.25. Because of interest, late charges, attorney fees and other charges that vary from day to day, the amount due on the day you pay may be greater.

2. The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4 is the Creditor to whom the debt is owed. JPMorgan Chase Bank, National Association is the servicing agent for the Creditor to whom the debt is owed.

3. The debt described in this notice will be assumed to be valid by the Creditor's law firm unless you, the Consumer, within thirty (30) days after the receipt of this notice, dispute the validity of the debt or any portion thereof.

4. If you, the Consumer, notify the Creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt, and a copy of the verification will be mailed to you, the Consumer, by the Creditor's law firm.

5. If the Creditor named in this notice is different from the original Creditor, and if you, the Consumer, make a written request to the Creditor's law firm within the (30) days from the receipt of this notice, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.

6. This notice should not be construed as a thirty (30) day grace period. If, in writing, you dispute the debt or any portion thereof or if, in writing, you request the name and address of the original creditor within the thirty (30) day period that begins with your receipt of this notice, the law requires the Creditor's law firm to suspend its efforts (through litigation or otherwise) to collect the debt until the Creditor's law firm mails the requested information to you.

7. This notice pertains to your dealings with the Creditor's law firm as a debt collector. It does not affect your dealings with the court, and in particular it does not change the time at which you must answer the complaint. The summons attached to the complaint is a command from the court, not from the Creditor's law firm, and you must follow its instructions even if you dispute the validity or amount of the debt. The advice in this notice also does not affect the Creditor's law firm's relations with the court. The Creditor's law firm may file papers in any such suit according to the court's rules and the judge's instructions.

8. This is an attempt to collect a debt, and any information obtained will be used for that purpose. The information provided in paragraphs 1 and 2 above has been provided to us by the Creditor or Servicer. If you have previously received a discharge in bankruptcy, this notice is not and should not be construed as an attempt to collect a debt but only as an attempt to enforce a lien.

COPY

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS

DOCKET NO.

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4,

Plaintiff,

v.

Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank;

Defendant(s).

NOTICE OF FORECLOSURE INTERVENTION
Deficiency Judgment Demanded

2013CP3201709

(006443-01216)

PLEASE TAKE NOTICE THAT pursuant to the South Carolina Supreme Court Administrative Order 2011-05-02-01, you may have a right to Foreclosure Intervention.

To be considered for any available Foreclosure Intervention, you may communicate with and otherwise deal with the Plaintiff through its law firm, Rogers Townsend & Thomas, PC.

Rogers Townsend & Thomas, PC represents the Plaintiff in this action. Our law firm does not represent you. Under our ethical rules, we are prohibited from giving you any legal advice.

You must submit any requests for Foreclosure Intervention consideration within 30 days from the date you are served with this Notice. **IF YOU FAIL, REFUSE, OR VOLUNTARILY ELECT NOT TO PARTICIPATE IN FORECLOSURE INTERVENTION, THE FORECLOSURE ACTION MAY PROCEED.**

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF
Samuel C. Waters (SC Bar #5958)
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Columbia, SC 29210
Post Office Box 100200 (29202)
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Columbia, South Carolina
May 16, 2013

2002043080 FILED, RECORDED, INDEXED
08/12/2002 14:06:21:217
Rec Fee:$22.00 St Fee:$0.00
Co Fee:$0.00 Pages:16
Lexington County ROD Debra H. Gunter
MORTGAGE Bk:Pg 7486:97

After Recording Return To:
SOUTHSTAR FUNDING, LLC DBA CAPITAL
HOME MORTGAGE
400 NORTHRIDGE ROAD, SUITE 1120

ATLANTA, GEORGIA 30350

Exhibit H

[Space Above This Line For Recording Data]

LOAN NO. 3610016002
MIN: 1001908-3610016002-2

MORTGAGE

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 AUGUST 2, 2002, together with all Riders to this document.
(B) "Borrower" is CATHY G. LANIER, A MARRIED WOMAN

Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE

Lender is organized and existing under the laws of DELAWARE. Lender's address is 400 NORTHRIDGE ROAD, SUITE 1120, ATLANTA, GEORGIA 30350
(E) "Note" means the promissory note signed by Borrower and dated AUGUST 2, 2002. The Note states that Borrower owes Lender FIVE HUNDRED EIGHTY-TWO THOUSAND TWO HUNDRED FIFTY AND NO/100
Dollars (U.S. $ 582,250.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2027.
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

[X] Adjustable Rate Rider	[ ] Condominium Rider	[ ] Second Home Rider
[ ] Balloon Rider	[X] Planned Unit Development Rider	[X] Other(s) [specify]
[ ] 1-4 Family Rider	[ ] Biweekly Payment Rider	LEGAL ATTACHED

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the COUNTY of LEXINGTON :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of 172 BELLE CHASE DRIVE
[Street]
LEXINGTON , South Carolina 29072 ("Property Address"):
[City] [Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully seised 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.

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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 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.

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; (3) "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.

CBT

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.

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:

Cathy G. Lanier (Seal)
CATHY G. LANIER Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

WITNESS: Margaret A Collins

WITNESS: Julie D Tallent

[Space Below This Line For Acknowledgment]

STATE OF SOUTH CAROLINA, LEXINGTON County ss:

Before me personally appeared Julie D. Tallent

and made oath that he/she/they saw the within named Borrower(s) sign, seal and as his/her/their act and deed, deliver the within written Mortgage; and that s/he with Margaret A. Collins witnessed the execution thereof.

Sworn before me this 2nd day of August, 2002

Margaret A Collins

Julie D Tallent (Seal)

Notary Public for South Carolina

MY COMMISSION EXPIRES: 10/20/2005

(EXHIBIT "A", LEGAL DESCRIPTION)

All that certain piece, parcel or lot of land, together with improvements thereon, if any situate, lying and being in the County of Lexington, State of South Carolina, the same being shown and designated as Lot 19 containing 1.01 Acre in Belle Chase Subdivision, on a plat prepared for Donald P. Jacobsen and Linda T. Jacobsen by Arthur J. Weed, RLS, dated September 2, 1999 and recorded in the Lexington County ROD Office in Book 0288 at Page 0342. Reference to said plat being made for a more complete and accurate description.

This being the identical property conveyed to Cathy G. Lanier by Deed of Donald P. Jacobsen and Linda Jacobsen, recorded 8-12-, 2002, in the Lexington County ROD Office in Book 7406 at page 94.

TAX MAP NO.: 3428-01-019

MORTGAGEE'S ADDRESS:

ADJUSTABLE RATE RIDER LOAN NO. 3610016002
(LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 2nd day of AUGUST, 2002 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE
("Lender") of the same date and covering the property described in the Security Instrument and located at:

172 BELLE CHASE DRIVE, LEXINGTON, SOUTH CAROLINA 29072

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 4.000 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of FEBRUARY, 2003 and on that day every sixth (6th) month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE/EIGHTH----- percentage point(s) (2.125) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

(i) Interest-Only Period. The "interest-only period" is the period from the date of this Note through JULY 31, 2012 . For the interest-only period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

(ii) Amortization Period. The "amortization period" is the period after the interest-only period. For the amortization period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes
My interest rate will never be greater than 12.000 %.

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

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

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

_____(Seal)	_____(Seal)
CATHY G. LANIER Borrower	Borrower
_____(Seal)	_____(Seal)
Borrower	Borrower
_____(Seal)	_____(Seal)
Borrower	Borrower

LOAN NO. 3610016002

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 2nd day of AUGUST, 2002 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
172 BELLE CHASE DRIVE, LEXINGTON, SOUTH CAROLINA 29072

[Property Address]

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

Covenants, Conditions and Restrictions

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

[Name of Planned Unit Development]

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

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

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

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

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

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

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

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

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

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

_____(Seal) CATHY G. LANIER Borrower	_____(Seal) Borrower
_____(Seal) Borrower	_____(Seal) Borrower
_____(Seal) Borrower	_____(Seal) Borrower

ALLONGE TO NOTE

Note Date: 8/2/2002 Loan #: 3610016002

Borrower Name(s): CATHY G. LANIER

Borrower Address: 172 BELLE CHASE DRIVE
LEXINGTON, SC 29072

Loan Amount: $582,250.00

Lender Name: SouthStar Funding, LLC dba Capital Home Mortgage

Pay to the Order of Without Recourse:

BANK ONE NATIONAL ASSOCIATION, AS TRUSTEE

By: _____
Carol Poupart, Senior Vice President
SouthStar Funding, L.L.C.

SOUTHSTAR FUNDING, LLC CORPORATE SEAL 1998 GEORGIA

BCALNGE.OVL(03/2000)

2012015233 FILED, RECORDED, INDEXED
2012-03-29 15:05:19:143
REC FEE: $6.00 ST FEE: $0.00
CO FEE: $0.00 Pages: 1
Lexington County R.O.D. Debra H. Gunter
MORTGAGE RSST Bk:Pg 15422:73

When Recorded Return To:
JPMorgan Chase Bank, NA
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

Loan #: 1024305050

Exhibit I

ASSIGNMENT OF MORTGAGE

-- -- Contact JPMORGAN CHASE BANK, N.A. for this instrument 780 Kansas Lane, Suite A, Monroe, LA 71203, telephone # (866) 756-8747, which is responsible for receiving payments.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE, ITS SUCCESSORS AND ASSIGNS, (ASSIGNOR), (MERS Address: P.O. Box 2026, Flint, Michigan 48501-2026) by these presents does convey, grant, sell, assign, transfer and set over the described MORTGAGE with all interest secured thereby, all liens, and any rights due or to become due thereon to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 Kansas Lane, MC 8000, MONROE, LA 71203 (866)756-8747, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE)

Said MORTGAGE is made by CATHY G. LANIER to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC and recorded 08/12/2002 in the Recorder or Registrar of Deeds of LEXINGTON County, South Carolina in Book 7406, Page 97, and/or as Document # 2002043080

Dated on 03/04/2012 (MM/DD/YYYY)
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE, ITS SUCCESSORS AND ASSIGNS

By: _____
Cathy N Wells
VICE-PRESIDENT

_____
Melissa J Riley Witness 1

_____
Chelsea Carter Witness 2

STATE OF LOUISIANA PARISH OF OUACHITA
The foregoing instrument was acknowledged before me on 03/04/2012 (MM/DD/YYYY) by Cathy N Wells as VICE PRESIDENT of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE, ITS SUCCESSORS AND ASSIGNS, who, being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

_____
Notary Public - State of LOUISIANA
Commission expires: Upon My Death

ANGELA RUTH PAYNE NOTARY PUBLIC 80422 STATE OF LOUISIANA

Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

Reviewed and Approved as meeting the South Carolina Code of Laws and Recording Statutes by Biddle Law Firm, P.A., Myrtle Beach, South Carolina.

JPCAS 15890782 -- EMC PPL3599502 MIN 100190836100160022 MERS PHONE 1-888-679-MERS FRMSC1

15890782

006443- 01216

After recording please return to:
CHASE RECORDS CENTER
ATTN: RECORDING DEPT.
PO BOX 8000
MONROE, LA 71203

Prepared by:
PEIRSONPATTERSON, L.L.P.
4400 ALPHA ROAD
DALLAS, TX 75244
972-392-7000

[Space Above This Line For Recording Data]

Loan No. 1024305050

SOUTH CAROLINA ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") does hereby grant, sell, assign, transfer and convey, unto The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates (herein "Assignee"), whose address is 700 KANSAS LANE, MC 8000, MONROE, LA 71203, a certain Mortgage dated August 2, 2002 and recorded on August 12, 2002, made and executed by CATHY G. LANIER, to and in favor of SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE, upon the following described property situated in LEXINGTON County, State of South Carolina: AC Series 2002-AR4
Property Address:172 BELLE CHASE DRIVE, LEXINGTON, SC 29072

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, TOGETHER WITH IMPROVEMENTS THEREON, IF ANY SITUATE, LYING AND BEING IN THE COUNTY OF LEXINGTON, STATE OF SOUTH CAROLINA, THE SAME BEING SHOWN AND DESIGNATED AS LOT 19 CONTAINING 1.01 ACRE IN BELLE CHASE SUBDIVISION, ON A PLAT PREPARED FOR DONALD P. JACOBSEN AND LINDA T. JACOBSEN BY ARTHUR J. WEED, RLS, DATED SEPTEMBER 2, 1999 AND RECORDED IN THE LEXINGTON COUNTY ROD OFFICE IN BOOK 0288 AT PAGE 0342. REFERENCE TO SAID PLAT BEING MADE FOR A MORE COMPLETE AND ACCURATE DESCRIPTION.

THIS BEING THE IDENTICAL PROPERTY CONVEYED TO CATHY G. LANIER BY DEED OF DONALD P. JACOBSEN AND LINDA JACOBSEN, RECORDED 8-12-2002, IN THE LEXINGTON COUNTY ROD OFFICE IN BOOK 7406 AT PAGE 94.

Tax Map Sequence Number: 3428-01-019

such Mortgage having been given to secure payment of Five Hundred Eighty Two Thousand Two Hundred Fifty and 00/100ths ($582,250.00), which Mortgage is of record in Book, Volume, or Liber No. R 7406, at Page 97 (or as No. 2002043080), in the Office of the County Clerk of LEXINGTON County, State of South Carolina.

TO HAVE AND TO HOLD, the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on 9-20-12.

Witnesses:

Assignor:
JPMorgan Chase Bank, National Association

Charles S. Teye

By: _____
Antonio Croom

Name Charles S Teye

Sarita Avery

Its: Vice President

Name Sarita Avery

ACKNOWLEDGMENT

State of Ohio §
§
County of Franklin §

The foregoing instrument was acknowledged before me this 20th day of September, 2012 by Antonio Croom, as Vice President (Title) for JPMorgan Chase Bank, National Association, on behalf of the National Association.

NOTARIAL SEAL STATE OF OHIO

Cheryl A. Arnold
Notary Public, State of Ohio
My Commission Expires 05/23/16

Cheryl A. Arnold
Signature of Person Taking Acknowledgment

Cheryl A. Arnold
Printed Name

Notary Public
Title or Rank

Serial Number, if any: NA

My Commission Expires: 5/23/2016

(Seal)

Return To:
CT LIEN SOLUTIONS
PO BOX 29071
GLENDALE, CA 91209-9071
Phone #: 800-331-3282

Certified True Copy of the Original

Prepared By:
JPMC Mortgage
TALISSHA MANNING
780 KANSAS LANE 2ND FLOOR
Monroe, LA71203

SOUTH CAROLINA ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage, JPMorgan Chase Bank, National Association, (herein "Assignor") with an address at 700 Kansas Lane, MC 8000, Monroe, LA, 71203 does hereby grant, sell, assign, transfer and convey, unto The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4, (herein "Assignee"), whose address is 700 KANSAS LANE, MC8000, MONROE, LA, 71203, a certain Mortgage dated 08/02/2002 and recorded on 08/12/2002, made and executed by CATHY G. LANIER, A MARRIED WOMAN, to and in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR SOUTHSTAR FUNDING, upon the following described property situated in Lexington County, State of South Carolina:
Property Address: 172 BELLE CHASE DRIVE, LEXINGTON, SC, 29072
Legal Description: See attached.

such Mortgage having been given to secure payment of Five Hundred Eighty Two Thousand Two Hundred Fifty dollars and Zero cents ($582,250.00), which Mortgage is of record in Book, Volume, or Liber No. 7406 at Page 97 , in the Office of the County Clerk of Lexington County, State of South Carolina, and all rights accrued or to accrue under such Mortgage.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on 03/13/2013.

Assignor:
JPMorgan Chase Bank, National Association

By: Talissha Manning
Its: Vice President

Witnesses:
Witness: Zatara Pridgett

Witness: Katasha R. Gilbert

STATE OF LOUISIANA

PARISH OF OUACHITA

On this day, 03/13/2013, before me, Y.K. Wilson a Notary Public, appeared Talissha Manning, to me personally known, who, being by me duly sworn did say that he/she is the Vice President of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION and that the seal affixed to said instrument is the seal of said national association and that the instrument was signed on behalf of the national association by authority of its Board of Directors or Trustees and that Talissha Manning acknowledged the instrument to be the free act and deed of the national association.

Notary Public: Y.K. Wilson

Y. K. WILSON
OUACHITA PARISH, LOUISIANA
LIFETIME COMMISSION
NOTARY ID# 064399

(EXHIBIT "A", LEGAL DESCRIPTION)

All that certain piece, parcel or lot of land, together with improvements thereon, if any situate, lying and being in the County of Lexington, State of South Carolina, the same being shown and designated as Lot 19 containing 1.01 Acre in Belle Chase Subdivision, on a plat prepared for Donald P. Jacobsen and Linda T. Jacobsen by Arthur J. Weed, RLS, dated September 2, 1999 and recorded in the Lexington County ROD Office in Book 0288 at Page 0342. Reference to said plat being made for a more complete and accurate description.

This being the identical property conveyed to Cathy G. Lanier by Deed of Donald P. Jacobsen and Linda Jacobsen, recorded 8-12-, 2002, in the Lexington County ROD Office in Book 7406 at page 94.

TAX MAP NO.: 3428-01-019

MORTGAGEE'S ADDRESS:

IX1024305050

2013015647 FILED, RECORDED, INDEXED
04/01/2013 13:38:06:220
REC FEE: $6.00 ST FEE: $0.00
CO FEE: $0.00 Pages: 1
Lexington County R.O.D. Debra H. Gunter
MORTGAGE ASST Bk:Pg 16168:282

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

ASSIGNMENT OF MORTGAGE
Mortgage Book 7406 at Page 97

FOR VALUE RECEIVED, Mortgage Electronic Registration Systems, Inc., as nominee for Southstar Funding, LLC d/b/a Capital Home Mortgage, its successors and assigns (MIN# 100190836100160022) hereby set over, transfer and assign unto The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4, c/o EMC Mortgage, LLC, 2780 Lake Vista Drive, Floor 02, Lewisville, TX 75067-3884, its successors and assigns, all its rights, title and interest in and to a certain Mortgage, executed by Cathy G. Lanier to Mortgage Electronic Registration Systems, Inc., as nominee for Southstar Funding, LLC d/b/a Capital Home Mortgage, its successors and assigns (MIN# 100190836100160022) dated August 2, 2002, and duly recorded in the public records of Lexington County, State of South Carolina, on August 12, 2002, in Mortgage Book 7406 at Page 97.

IN WITNESS WHEREOF, Mortgage Electronic Registration Systems, Inc., as nominee for Southstar Funding, LLC d/b/a Capital Home Mortgage, its successors and assigns (MIN# 100190836100160022) has caused this instrument to be executed in its corporate name and behalf by Maria L. Decker, as its Assistant Secretary, duly authorized, on this 19 day of MARCH, 2013.

Mortgage Electronic Registration Systems, Inc., as nominee for Southstar Funding, LLC d/b/a Capital Home Mortgage, its successors and assigns (MIN# 100190836100160022)

By: _____
Maria L. Decker
its: Assistant Secretary
MARCH 19, 2013
DATE

Charles S. Teye
Witness No. 1 Charles S Teye

Ivo Trajcevski
Witness No. 2 Ivo Trajcevski

STATE OF Ohio

COUNTY OF Franklin

ACKNOWLEDGMENT
S.C. Code § 30-5-30

I, the undersigned, Notary Public for the State of Ohio, do hereby certify that Mortgage Electronic Registration Systems, Inc., as nominee for Southstar Funding, LLC d/b/a Capital Home Mortgage, its successors and assigns (MIN# 100190836100160022) by Maria L. Decker, its Assistant Secretary personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand this 19th day of March, 2013.

Cheryl A. Arnold
NOTARY PUBLIC FOR Ohio
My Commission Expires: 5/23/2016

RETURN TO:
Rogers, Townsend & Thomas, P.C.
Post Office Box 100200
Columbia, South Carolina 29202
(006443-01216)

MERS Phone: 1-888-679-6377

Lanier
172 Belle Chase Drive
Lexington, SC 29072

NOTARIAL SEAL
STATE OF OHIO

Cheryl A. Arnold
Notary Public, State of Ohio
My Commission Expires 05/23/16

2013023693 FILED, RECORDED, INDEXED
05/15/2013 14:12:12:190
REC FEE: $6.00 ST FEE: $0.00
CO FEE: $0.00 Pages: 1
Lexington County R.O.D. Debra H. Gunter
MORTGAGE ASST Bk:Pg 16279:241

X 1084 30105 0 FILE

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

ASSIGNMENT OF MORTGAGE
Mortgage Book R7406 at Page 97

FOR VALUE RECEIVED, JPMorgan Chase Bank, National Association hereby set over, transfer and assign unto The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4, c/o EMC Mortgage, LLC, 2780 Lake Vista Drive, Floor 02, Lewisville, TX 75067-3884, its successors and assigns, all its rights, title and interest in and to a certain Mortgage, executed by Cathy G. Lanier to Mortgage Electronic Registration Systems, Inc., as nominee for Southstar Funding, LLC d/b/a Capital Home Mortgage, its successors and assigns (MIN 100190836100160022) dated August 2, 2002, and duly recorded in the public records of Lexington County, State of South Carolina, on August 12, 2002, in Mortgage Book R7406 at Page 97.

IN WITNESS WHEREOF, JPMorgan Chase Bank, National Association has caused this instrument to be executed in its corporate name and behalf by Antonio Croom, as its Vice President, duly authorized, on this 24 day of April, 2013.

JPMorgan Chase Bank, National Association
By: _____
Antonio Croom
its: Vice President
4-24-2013
DATE

Charles S. Teye
Witness No. 1 Charles S Teye

Witness No. 2 Misti Schuttera

STATE OF Ohio

COUNTY OF Franklin

ACKNOWLEDGMENT
S.C. Code § 30-5-30

I, the undersigned, Notary Public for the State of Ohio, do hereby certify that JPMorgan Chase Bank, National Association by Antonio Croom, its Vice President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand this 24th day of April, 2013.

Cheryl A. Arnold
NOTARY PUBLIC FOR Ohio
My Commission Expires: 5/23/2016

RETURN TO:
Rogers, Townsend & Thomas, P.C.
Post Office Box 100200
Columbia, South Carolina 29202
(006443-01216)

NOTARIAL SEAL
STATE OF OHIO

Cheryl A. Arnold
Notary Public, State of Ohio
My Commission Expires 05/23/16

Lanier
172 Belle Chase Drive
Lexington, SC 29072

usbank

All of us serving you

EP-MN-WS3D
60 Livingston Avenue
St. Paul, MN 55107

Exhibit J

November 14, 2012

Ms. Cathy G. Lanier
172 Belle Chase Drive
Lexington, SC 29072

RE: Notice to Agent is Notice to Principal/Notice to Principal is Notice to Agent regarding the property located at 172 Belle Chase Drive, Lexington SC 29072

Dear Ms. Lanier:

U.S. Bank National Association ("U.S. Bank") is in receipt of your correspondence with regard to the above referenced property. Please be advised your mortgage is owned by the **J.P. Morgan Acquisiton Corp. 2006-WMC1, Asset Backed Pass-Through Certificates, Series 2006-WMC1, (JPMAC 2006-WMC1)** which is a mortgage-backed securitization trust ("Trust") for which U.S. Bank National Association acts as Trustee.

Please note the fact the **JPMAC 2006-WMC1 Trust** is the owner of your mortgage, not U.S. Bank, as Trustee. JPM Chase, as Servicer, is the agent of the trust with delegated responsibility under the trust documents for dealing with each individual mortgage loan, and as such is the entity that has taken all action regarding your property. As Trustee, U.S. Bank is not refusing to provide the information you have requested, the Trustee simply does not have the information to provide to you. The requested information should be available through JPM Chase, as the servicing entity for your property.

The mortgage is held in the Trust and governed by the terms of the pooling and servicing agreement for the Trust. U.S. Bank is neither the mortgagor nor the servicer of this mortgage. JPM Chase is the servicer for your mortgage. All actions related to your mortgage would have been done by JPM Chase as servicer. U.S. Bank, as Trustee, would not have been aware of any actions or proceedings taken by the servicer. JPM Chase has the knowledge to respond to your specific questions regarding matters concerning your individual property. Please note that U.S. Bank does not have control over the servicer. The servicer is an independent, third party company and is not affiliated with U.S. Bank in any way. You should continue to work with the servicer regarding this matter.

U.S. Bank forwarded your correspondence to JPM Chase. U.S. Bank has requested they review your situation and provide a response to you and U.S. Bank. You may contact Ann Stankiewicz (ph: 312-732-6149) or ann.stankiewicz@chase.com at JPM Chase with any questions you have concerning this matter.

U.S. Bank does not acknowledge your correspondence as satisfaction or settlement of the debt owed, nor do we acknowledge that your correspondence has any legal significance or that it forms the basis for any contract or agreement. Your account is governed by your loan documents and the Trust's governing documents. You are advised that the statements contained within your correspondence in no way alter or change the nature or terms of your loan documents and your contractual obligation to repay the balance owed on the account in full is neither discharged nor forgiven. Insofar as they relate to U.S. Bank, U.S. Bank disagrees with your legal assertions and will not be producing the requested documents.

U.S. Bank regrets the inconvenience you have experienced in connection with this matter.

Michael D. Bengtson
Assistant Vice President
U. S. Bank National Association

Exhibit K

06/07/2010	TRANSFER	[redacted]	CLR	$500.00	
05/10/2010	TRANSFER		CLR	$1,900.00	
03/25/2010	TRANSFER		CLR	$100.00	
07/11/2011	TRANSFER		CLR	$100.00	PMT00092022329702
07/05/2011	TRANSFER		CLR	$200.00	PMT00086026898205
04/05/2011	TRANSFER		CLR	$150.00	PMT00095015110559
03/03/2011	TRANSFER		CLR	$50.00	PMT00062010949701
01/26/2011	TRANSFER		CLR	$1,000.00	PMT00026007253537
01/14/2011	TRANSFER		CLR	$500.00	PMT00014010299903
12/08/2010	TRANSFER		CLR	$400.00	PMT00042011092070
12/07/2010	TRANSFE		CLR	$600.00	PMT00041013893465
11/12/2010	TRANSFE		CLR	$105.00	PMT00016020713257
07/19/2010	TRANSFER		CLR	$2,500.00	PMT00000019965702
07/02/2010	TRANSFE		CLR	$1,400.00	PMT00083009872180
06/16/2010	TRANSFE		CLR	$100.00	
02/01/2010	TRANSFER	EB	CLR	$50.00	
04/14/2011	PAYMEN		CLR	$1,000.00	PMT00004011969433
03/22/2011	PAYMENT		CLR	$10.00	PMT00081010690190
03/28/2011	PAYMENT		CLR	$18.00	PMT00087021674018
02/17/2011	PAYMEN		CLR	$241.88	PMT00048013939445
05/05/2011	PAYMEN		CLR	$59.35	PMT00025009755996
12/16/2010	PAYMENT		CLR	$28.45	PMT00050008904541
05/24/2010	PAYMEN		CLR	$125.00	
10/06/2010	PAYMEN		CLR	$16.00	PMT00079007489645
05/19/2011	PAYMENT		CLR	$14.07	PMT00039013062364
04/14/2011	PAYMENT		CLR	$14.07	PMT00004011969435
03/01/2011	PAYMENT		CLR	$42.82	PMT00060014411862
11/29/2010	PAYMENT		CLR	$57.26	PMT00033022536592
08/04/2010	PAYMENT		CLR	$27.90	PMT00016010516766
06/18/2010	PAYMENT		CLR	$42.68	
03/17/2010	PAYMENT	E	CLR	$26.46	
07/01/2011	PAYMENT		CLR	$47.67	PMT00082012081153
04/01/2011	PAYMENT		CLR	$47.67	PMT00091014655758
01/03/2011	PAYMENT		CLR	$47.67	PMT00003017418333
10/01/2010	PAYMENT		CLR	$47.67	PMT00074011891055
07/01/2010	PAYMENT		CLR	$47.67	PMT00082011227176
04/01/2010	PAYMENT		CLR	$47.67	
12/16/2010	PAYMENT		CLR	$15.00	PMT00050008904539
03/10/2011	PAYMENT	EB TO EMC MORTGAGE	CLR	$1,200.00	PMT00069012496616
09/10/2010	PAYMENT	EB TO EMC MORTGAGE	CLR	$1,200.00	PMT00000010112325
08/10/2010	PAYMENT	EB TO EMC MORTGAGE	CLR	$1,200.00	PMT00022011455751
07/12/2010	PAYMENT	EB TO EMC MORTGAGE	CLR	$1,200.00	PMT00093023195068
06/10/2010	PAYMENT	EB TO EMC MORTGAGE	CLR	$1,200.00	
05/10/2010	PAYMENT	EB TO EMC MORTGAGE	CLR	$1,200.00	
04/09/2010	PAYMENT	EB TO EMC MORTGAGE	CLR	$1,200.00	
03/09/2010	PAYMENT	EB TO EMC MORTGAGE	CLR	$1,200.00	
02/04/2010	PAYMENT	EB TO EMC MORTGAGE	CLR	$1,500.00	
07/08/2011	PAYMENT		CLR	$60.00	PMT00089013866300
07/05/2011	PAYMEN		CLR	$100.00	PMT00086027275317
06/29/2011	PAYMENT		CLR	$40.00	PMT00080015310541
06/08/2011	PAYMEN		CLR	$60.00	PMT00059011206504
06/03/2011	PAYMENT		CLR	$100.00	PMT00054015001151
05/31/2011	PAYMENT		CLR	$40.00	PMT00051027432680
05/09/2011	PAYMENT		CLR	$60.00	PMT00029028409639
05/03/2011	PAYMENT		CLR	$100.00	PMT00023013449975
04/29/2011	PAYMENT		CLR	$40.00	PMT00019013534756
04/08/2011	PAYMENT		CLR	$60.00	PMT00098008820111
04/04/2011	PAYMENT		CLR	$100.00	PMT00094025763528
03/29/2011	PAYMENT		CLR	$40.00	PMT00088010633460
03/08/2011	PAYMENT		CLR	$60.00	PMT00067007991092
03/03/2011	PAYMENT		CLR	$100.00	PMT00062011093039
02/28/2011	PAYMENT		CLR	$40.00	PMT00059044461747
02/08/2011	PAYMENT		CLR	$60.00	PMT00039008652013

The Bank of New York Mellon

From Wikipedia, the free encyclopedia

Exhibit L

The Bank of New York Mellon Corporation, commonly referred to as **BNY Mellon**, is an American multinational banking and financial services corporation formed on July 1, 2007 as a result of the merger of The Bank of New York and Mellon Financial Corporation.[2]

The company has over US$1.4 trillion in assets under management and US$27.69 trillion in assets under custody and administration thereby being the largest deposit bank in the world.[3] The company employs more than 48,700 staff up to Dec 2011 worldwide [1] and operates in six primary financial services sectors including advisory services, asset management, asset servicing, broker-dealer, issuance services, treasury services and wealth management.[4]

It is the oldest banking corporation in the United States, tracing its origins to the establishment of the Bank of New York in 1784 by Alexander Hamilton.

Contents

- 1 History
  - 1.1 Bank of New York
  - 1.2 Mellon Financial
  - 1.3 Merger
  - 1.4 Post-merger
  - 1.5 Financial crisis and anniversary
- 2 Historical data
- 3 Operations
- 4 Business segments
- 5 See also
- 6 Notes

The Bank of New York Mellon Corporation

BNY MELLON

Type	Public
Traded as	NYSE: BK (http://www.nyse.com/about/listed/quickquote.html?ticker=bk) S&P 500 Component
Industry	Banking, Financial services
Predecessor (s)	The Bank of New York Mellon Financial Corporation
Founded	9 June 1784
Headquarters	1 Wall Street, Manhattan, New York City, New York, U.S.
Area served	Worldwide
Key people	Gerald Hassell (Chairman & CEO), Karen Peetz (President), Ra'ad Siraj (Managing Director)
Products	corporate banking, investment banking, global wealth management, financial analysis, private equity
Revenue	▲ US$ 14.73 billion (2011)[1]
Operating income	▼ US$ 3.617 billion (2011)[1]
Net income	▼ US$ 2.569 billion (2011)[1]
Total assets	▲ US$ 325.266 billion (2011)[1]
Total equity	▲ US$ 34.087 billion (2011)[1]
Employees	48,700 (Dec 2011)[1]
Website	BNYMellon.com (http://www.bnymellon.com/)

EXHIBIT E

Cathy Lanier Exhibit M

From: Cathy Lanier
Sent: Monday, September 02, 2013 1:42 PM
To: Caskey, Mary
Subject: RE: Motion, etc.; Bank of NY Mellon v. Lanier

Ms. Caskey,

With all due respect, as you well know, copies of documents prove nothing. I need to know who is now in possession of the original note, and how they wound up with it, since no transfers were placed into the public record until just days prior to the filing of the foreclosure, I need to know the actual dates associated with the transfers to other parties, whether owner of the mortgage or servicer. In my research of MERS loans, it appears that most of them bifurcated the note from the mortgage, which renders any lien or mortgage invalid. I also have questions concerning if anyone actually loaned money to me. I will need to get bank ledgers showing the real transfer of funds (which would create a debit on the ledger) to me, rather than just "accounting magic" that created a DDA account for me out of thin air without providing valuable consideration for my asset.

So, until I can answer those questions, it is very premature to be discussing a foreclosure intervention, when, in reality, I may not owe anyone anything, as I don't recall signing anything with any of the current parties, and don't recall signing any documents placing a valid lien on my property at all.

Thanks,

Cathy

From: Caskey, Mary [mailto:mcaskey@hsblawfirm.com]
Sent: Monday, September 02, 2013 12:48 PM
To: Cathy Lanier
Subject: RE: Motion, etc.; Bank of NY Mellon v. Lanier

Ms. Lanier:

I am in receipt of your letter. However, I am unclear on what information you are requesting or what information or documentation you claim that you have not received. I have provided copies of the note, mortgage, and assignment of mortgage, which provide evidence that The Bank of New York Mellon has standing to foreclose the note and mortgage that are the subject of this mortgage. All of this documentation was provided to you on a CD with the letter dated August 5, 2013. JPMorgan Chase Bank, NA is the servicer of your loan, which is why the correspondence concerning a loan modification has headings or other provisions referring to Chase. Copies of discovery responses and a response to the qualified written request that were sent to you previously are attached. What documents have you requested that you have not received?

With regards to the notice of foreclosure intervention, If you would like to apply for a loan modification, I must receive the completed financial information by September 10, 2013.

Thank you and please let me know if you have any other questions.

EXHIBIT E

Haynsworth Sinkler Boyd, P.A.
ATTORNEYS AND COUNSELORS AT LAW

Mary M. Caskey | Attorney | Haynsworth Sinkler Boyd, P.A.
1201 Main Street, 22nd Floor (29201) | Post Office Box 11889 (29211) | Columbia, South Carolina
Phone: 803.779.3080 | Fax: 803.765.1243 | Direct: 803.540.7870

website | bio | vCard | map | email | blog

From: Cathy Lanier [mailto:Cathy@tsisc.com]
Sent: Sunday, September 01, 2013 1:07 AM
To: Caskey, Mary
Subject: Motion, etc.

Ms. Caskey,

I trust our letters crossed in the mail and you have seen it by now, but I mailed to you a letter regarding the offer of a foreclosure intervention last Thursday morning. I have attached a copy of that letter to this email. As referenced in my Motion for Protection, I am in FL from now until October 3, 2013, and will not see anything that comes by mail to my home during that time. I would ask that if you need to file anything or communicate with me that you copy me via email, or if necessary, I can provide you a temporary address to use for me while I am away.

I assume this letter will answer your questions as to why I did not complete the paperwork sent to me.

Thanks,

Cathy Lanier

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Cathy Lanier

From: Cleary, Joanna <jcleary@hsblawfirm.com>
Sent: Monday, September 23, 2013 1:55 PM
To: Cathy Lanier
Cc: Caskey, Mary
Subject: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al.
Attachments: 1485859-v1 Caskey letter to Lanier advising file available for review.PDF

RE: *The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al.*
Case No. 2013-CP-32-01709
HSB File No. 09150.0337

Please find attached hereto Ms. Caskey's letter of today's date.

Haynsworth Sinkler Boyd, P.A.
ATTORNEYS AND COUNSELORS AT LAW

Joanna L. Cleary | Paralegal | Haynsworth Sinkler Boyd, P.A.
1201 Main Street, 22nd Floor (29201) | Post Office Box 11889 (29211) | Columbia, South Carolina
Phone: 803.779.3080 | Fax: 803.765.1243 | Direct: 803.540.7958

website | map | email

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Haynsworth
Sinkler Boyd, P.A.

ATTORNEYS AND COUNSELLORS AT LAW

1201 MAIN STREET, 22ND FLOOR (29201-3226)
POST OFFICE BOX 11889 (29211-1889)
COLUMBIA, SOUTH CAROLINA
TELEPHONE 803 779 3080
FACSIMILE 803 765 1243
WEBSITE www.hsblawfirm.com

MARY M. CASKEY
DIRECT DIAL NUMBER 803 540 7870
EMAIL mcaskey@hsblawfirm.com

September 23, 2013

Via Email and U.S. Mail
Cathy G. Lanier
172 Belle Chase Drive
Lexington, South Carolina 29072

RE: *The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al.*
Case No. 2013-CP-32-01709
HSB File No. 09150.0337

Dear Ms. Lanier:

I received your letter indicating that you would like to view the original Note and Mortgage. Please contact my paralegal Joanna Cleary to schedule a date and time for you to view the documents. Ms. Cleary can be reached at 803.540.7958.

Sincerely yours,

Mary M. Caskey

MMC/jlc

DM: 1485480 V 1

Cathy Lanier

From: Cathy Lanier
Sent: Monday, September 23, 2013 4:48 PM
To: Cleary, Joanna
Cc: Caskey, Mary
Subject: RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al.

I am traveling out of state through October 4, and will contact you when I return. I will likely need to arrange to have a documents expert on hand as well. I'll work on that now.

Thanks,

Cathy Lanier

From: Cleary, Joanna [mailto:jcleary@hsblawfirm.com]
Sent: Monday, September 23, 2013 1:55 PM
To: Cathy Lanier
Cc: Caskey, Mary
Subject: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al.

RE: *The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al.*
Case No. 2013-CP-32-01709
HSB File No. 09150.0337

Please find attached hereto Ms. Caskey's letter of today's date.

Haynsworth Sinkler Boyd, PA
ATTORNEYS AND COUNSELORS AT LAW

Joanna L. Cleary | Paralegal | Haynsworth Sinkler Boyd, P.A.
1201 Main Street, 22nd Floor (29201) | Post Office Box 11889 (29211) | Columbia, South Carolina
Phone: 803.779.3080 | Fax: 803.765.1243 | Direct: 803.540.7958

website | map | email

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Cathy Lanier

From: Cathy Lanier
Sent: Wednesday, October 16, 2013 11:01 AM
To: Cleary, Joanna
Subject: RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al.

Ms. Cleary,

Although I will not have my documents expert available tomorrow, I will be downtown after 3 pm, and would like to come by and look at the note and mortgage you have available. Would that be possible?

Thank you,

Cathy Lanier

From: Cleary, Joanna [mailto:jcleary@hsblawfirm.com]
Sent: Monday, September 23, 2013 1:55 PM
To: Cathy Lanier
Cc: Caskey, Mary
Subject: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al.

RE: *The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al.*
Case No. 2013-CP-32-01709
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Cathy Lanier

From: Cleary, Joanna <jcleary@hsblawfirm.com>
Sent: Wednesday, October 16, 2013 11:18 AM
To: Cathy Lanier
Subject: RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al.

Ms. Lanier,

If you would like to come by tomorrow at 4:45 pm, I will have the documents available for your review.

Haynsworth Sinkler Boyd, PA
ATTORNEYS AND COUNSELORS AT LAW

Joanna L. Cleary | Paralegal | Haynsworth Sinkler Boyd, P.A.
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Cathy Lanier

From: Cathy Lanier
Sent: Wednesday, October 16, 2013 11:11 AM
To: Cleary, Joanna
Subject: RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al.

Ok. I would prefer a little earlier if possible. If something changes so I can be there by 4, that would be great.

Thanks,

Cathy

From: Cleary, Joanna [mailto:jcleary@hsblawfirm.com]
Sent: Wednesday, October 16, 2013 11:18 AM
To: Cathy Lanier
Subject: RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al.

Ms. Lanier,

If you would like to come by tomorrow at 4:45 pm, I will have the documents available for your review.

Haynsworth Sinkler Boyd, P.A.
ATTORNEYS AND COUNSELORS AT LAW

Joanna L. Cleary | Paralegal | Haynsworth Sinkler Boyd, P.A.
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To: Cathy Lanier

Cc: Caskey, Mary
Subject: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al.

RE: *The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al.*
Case No. 2013-CP-32-01709
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Please find attached hereto Ms. Caskey's letter of today's date.

Haynsworth Sinkler Boyd, P.A.
ATTORNEYS AND COUNSELORS AT LAW

Joanna L. Cleary | Paralegal | Haynsworth Sinkler Boyd, P.A.
1201 Main Street, 22nd Floor (29201) | Post Office Box 11889 (29211) | Columbia, South Carolina
Phone: 803.779.3080 | Fax: 803.765.1243 | Direct: 803.540.7958

website | map | email

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RE: *The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al.*
Case No. 2013-CP-32-01709
HSB File No. 09150.0337

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From: Caskey, Mary <mcaskey@hsblawfirm.com>
Sent: Tuesday, December 31, 2013 11:47 AM
To: 'trussolc@sccourts.org'; 'trussoj@sccourts.org'
Cc: Cathy Lanier; Cleary, Joanna
Subject: Bank of NY Mellon v. Lanier; proposed order
Attachments: 2166969-v1 Proposed Order granting motion to strikedenying motion to dismiss.DOC

RE: *The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al.*
Case No. 2013-CP-32-01709
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Judge Russo:

Per your ruling at the hearing in this matter on December 11th on Defendant's motion to dismiss, and Plaintiff's motion to strike Defendant's jury demand and counterclaims/affirmative defenses. If you have any questions, please let me know.

Thank you and Happy New Year.

Mary

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STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS

Case No. 2013-CP-32-01709

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-Interest to JPMorgan Chase Bank. N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4,

Plaintiff,

vs.

Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank,

Defendants.

ORDER DENYING DEFENDANT CATHY G. LANIER'S MOTION TO DISMISS AND GRANTING PLAINTIFF'S MOTION TO STRIKE AND MOTION FOR ORDER OF REFERENCE

This matter is before the Court on the motion of Defendant Cathy G. Lanier ("Lanier") to dismiss the foreclosure Complaint by Plaintiff The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-Interest to JPMorgan Chase Bank. N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4 ("Plaintiff"), and Plaintiff's Motion to Strike the affirmative defenses and jury demand asserted by Lanier in her Answer filed on June 20, 2013 ("Answer"). Plaintiff also seeks an order of reference to the Master in Equity for Lexington County. A hearing was held before me on December 11, 2013. Plaintiff appeared through its attorney, Mary M. Caskey, and Lanier appeared *pro se.* For the reasons set forth below, Lanier's

Motion to Dismiss is denied, and Plaintiff's Motion to Strike and Motion for Order of Reference is granted.

First, Lanier moved to dismiss Plaintiff's foreclosure claim on the grounds that Plaintiff did not have standing to pursue the foreclosure claim. At the hearing, Lanier argued that Plaintiff has not submitted sufficient proof that it owns the Note and Mortgage that are the subject of the foreclosure action, that it has the original Note and Mortgage, or that the Assignments of Mortgage that are of record with the Lexington County Register of Deeds are proper. However, the Court finds that Plaintiff has stated sufficient facts in its Complaint to state a claim for foreclosure, having alleged that a note and mortgage from Lanier exists, and that Plaintiff is the current holder of the Note and Mortgage. Thus, Lanier's Motion to Dismiss is denied.

Second, Plaintiff moved to strike the affirmative defenses set forth in Lanier's Answer on the grounds that Lanier failed to allege any facts to support any of the defenses pleaded. Instead, Lanier stated that her defenses were "likely to include" various violations of federal and state law that she intended to obtain proof of during the case. As a result, the Court finds that Lanier's affirmative defenses should be stricken as "insufficient defense[s]" under Rule 12(f), SCRCP.

Lanier also demanded a jury trial in her Answer. However, she has not asserted any claims against Plaintiff that would entitle her to a jury trial, and Plaintiff's claim for foreclosure is an equitable claim. "A mortgage foreclosure is an action in equity," *Hayne Fed. Credit Union v. Bailey*, 327 S.C. 242, 248, 489 S.E.2d 472, 475 (1997) (citing *Collier v. Green,* 244 S.C. 367, 137 S.E.2d 277 (1964)), and "there is no right to a trial by jury for equitable actions," *Lester v. Dawson*, 327 S.C. 263, 267, 491 S.E.2d 240, 242 (1997). Consequently, the Court grants Plaintiff's Motion to strike Lanier's jury demand.

Finally, Rule 53(b), SCRCP, provides that in an action for foreclosure, "some or all of the causes of action . . . may be referred to a master or special referee by order of a circuit court judge or the clerk of court." This case is an action for foreclosure and should thus be referred to the Master in Equity.

IT IS THEREFORE ORDERED the Defendant's Motion to Dismiss Plaintiff's Foreclosure Complaint is DENIED. It is further ORDERED that Plaintiff's Motion to Strike Lanier's affirmative defenses and jury demand is GRANTED, and pursuant to Rule 53, SCRCP, this matter will be referred to The Honorable James O. Spence, Master in Equity for Lexington County, with authority to hear this matter and enter judgment with finality.

AND IT IS SO ORDERED.

_____

The Honorable Thomas A. Russo

_____, South Carolina

_____, 201__

Cathy Lanier

From: Cathy Lanier
Sent: Wednesday, January 08, 2014 3:25 PM
To: 'Caskey, Mary'; 'trussolc@sccourts.org'; 'trussoj@sccourts.org'
Cc: Cleary, Joanna
Subject: RE: Bank of NY Mellon v. Lanier; proposed order
Attachments: Objection to Proposed Order.pdf

Please see attached objection and Amended Answer. It was filed on Monday in Lexington.

Thank you,

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Phone: 803.779.3080 | Fax: 803.765.1243 | Direct: 803.540.7870

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STATE OF SOUTH CAROLINA

COUNTY OF Lexington

The Bank of New York Mellon, et al
Plaintiff,

vs.

Cathy G. Lanier, et al
Defendant.

IN THE COURT OF COMMON PLEAS
11th JUDICIAL CIRCUIT

CASE NO.: 2013-CP-32-01709

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

COPY

Plaintiff's Attorney:	Defendant's Attorney:
Haynsworth Sinkler Boyd, PA. Bar No. NA	NA. Bar No. NA
Address:	Address:
PO Box 11889, Columbia, SC 29211	172 Belle Chase Drive,Lexington, SC 29072
Phone: 803-779-3080 Fax 803-765-1243	Phone: 803-315-3636 Fax803-359-7031
E-mail: mcaskey@hsblawfirm.com Other: ____	E-mail: cathy@tsisc.com Other: ____

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☒ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Objection/Motion to Amend
Estimated Time Needed: ____ Court Reporter Needed: ☐ YES/☒ NO

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Cathy G. Lanier Jno Se
Signature of Attorney for ☐ Plaintiff /☒ Defendant

01/06/2014
Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $_____
☐ EXEMPT: (check reason)
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent Status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: ____
- ☐ Other: ____

JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order.	JUDGE CODE ____
☐ Other: _____	Date: ____

CLERK'S VERIFICATION

Collected by:____ Date Filed: ____
☐ MOTION FEE COLLECTED: $ ____
☐ CONTESTED – AMOUNT DUE: $ ____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA COUNTY OF LEXINGTON The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-Interest to JPMorgan Chase Bank, N.A. As successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4, Plaintiff, Vs. Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank, Defendant.	IN THE COURT OF COMMON PLEAS 11TH JUDICIAL CIRCUIT CASE NO.: 2013-CP-32-01709 OBJECTION TO PROPOSED ORDER AMENDED ANSWER TO COMPLAINT DEMAND FOR JURY TRIAL COPY

OBJECTION TO PROPOSED ORDER

At a brief Motions hearing held on December 11, 2013, Plaintiff was tentatively granted its Motion to Strike Defendant's affirmative defenses, however Plaintiff objects to this, based on the following facts:

When Defendant received the initial Complaint from Plaintiff, there were no recognizable to Defendant parties listed. Defendant assumed this filing was in error and sought to learn the identity of the parties by whom she was being sued. Upon information and belief, Defendant now believes the current Plaintiff has committed fraud upon the court by claiming to be a party in interest at the time of filing, when they were, in fact, not. The evidence found by Defendant now shows that Plaintiff has attempted to accept an assignment of the alleged loan, after the closing of the trust that was set up in 2002 to hold it. This is in violation of numerous federal property laws, and violates many SEC laws as well. The closing date of the referenced trust was October 31, 2002, and any

attempt to alter the contents of a trust after that date is nothing more than securities fraud, yet this Court appears to recognize as valid assignments filed with the Lexington County Registrar of Deeds on March 29, 2012, April 1, 2013 and May 15, 2013. Therefore, this Plaintiff had no standing to bring this case at all, and this Court may be in violation of its own jurisdictional constraints. In *re Federal Home Loan Mortgage Corporation v. Schwartzwald, et al.* 2012-OHIO-5017, the Ohio Supreme Court reversed the decision of the Court of Appeals. The Court held the standing issue was a jurisdictional one. Because the mortgage had not been properly assigned at the time the foreclosure complaint was filed, the Plaintiff did not have standing to file the complaint. Standing is necessary before the Court has jurisdiction to hear the case. Since it is a jurisdictional requirement, standing as of the date the foreclosure complaint was filed is the determining factor. The later assignments, even if before judgment was entered, does not cure the defect. Standing has to exist at the time the case is filed, and if it does not exist, the jurisdiction of the common pleas court is not invoked. A court without jurisdiction cannot enter any judgment (except one dismissing the case for lack of jurisdiction), in *re Patton v. Diemer*, 35 Ohio St. 3d 68 (1988). Clear evidence exists where the Plaintiff in this case attempted to transfer an assignment into the trust AFTER THE DATE THE TRUST HAD CLOSED. These trusts are governed by the laws of the Securities & Exchange Commission. They are set up based on a finite, well-defined package of intangible payment obligations. Once a trust is closed, the contents of that trust cannot be altered without filing with the SEC and making changes to which all investors and parties affected by the trust are noticed. To attempt to change the contents and makeup of the trust is a violation of SEC laws, yet that is clearly what the Plaintiff and its predecessors claim they have done. The earliest assignment (which was not directly from the loan originator as required by law, but by MERS) recorded at Lexington County occurred on March 29, 2012, some 9 years and 5 months AFTER the trust was closed. Subsequent transfers occurred on April 1, 2013, 10 years and 6 months AFTER the trust

was closed, and May 15, 2013, 10 years and 7.5 months AFTER the trust was closed. Just because a document is filed into the County records, does not make it legal or valid, and these assignments, far after the date past the last assignment could have been transferred, are null and void, and serve only to emphasize the lengths to which this Plaintiff will go to perpetrate and protect the fraud it has committed. This court does not possess the jurisdiction to rule on this matter at all. However, should this court proceed to hear this case, Defendant now possesses additional information that warrants an Amended Answer and Affirmative Defenses for consideration. That amended document is attached herein.

Further, Plaintiff challenges Defendant's right to a trial by a jury of her peers. As stated in Defendant's Amended Answer, there are clearly issues raised that fall outside a strictly equitable court, and for which a jury trial is warranted and demanded. The Seventh Amendment to the Constitution of the United States preserves the right of a trial by jury and Defendant has properly demanded such. Many states are now considering the constitutionality of jury trial waivers, as they are forced upon consumers pre-litigation. As such, they are unenforceable. They are certainly unenforceable when the entire contract is invalid, or when there are other causes at law to be considered other than the equitable concerns of a foreclosure. In this case, it appears that Plaintiff has no standing, and would commit further fraud in an attempt to prove standing where none exists. This moves the case out of the equitable court, and into a legal court where a jury trial is guaranteed and preserved for the Defendant.

Banks in the US have a history of attempting to deny jury trials to its Defendants by attempting to pull all facets of its cases into equitable actions, even when they clearly cite legal causes of action and a legal remedy (monetary damages). Even when granted this denial, they have lost in the US Court of Appeals. As an example, in re *Lucas v. U.S. Bank, N.A.*, No. 28S01-1102-CV-78, N.E.2d, US Bank attempted to deny Lucas their right to trial by jury. Citing in re *Songer v.*

Civitas Bank, 771 N.E.2d 61, 63, the Court of Appeals concluded that the essential features of the present case were not equitable. *Lucas*, 932 N.E.2d at 245. The court interpreted *Songer* to require courts to engage in a case-by-case analysis of the various claims and not to use bright-line rules based on specific causes of action. *Id.* at 244. The Court of Appeals first noted that "the vast weight of authority holds that foreclosure actions are essentially equitable." *Id.* (citing *Songer*, 771 N.E.2d at 69). The court then acknowledged that the Lucases' first affirmative defense—that U.S. Bank failed to produce the original promissory note and properly executed assignments to prove its security interests—was "so intertwined with a foreclosure action" that it was also a matter of equity. *Id.*

But the Court of Appeals reached a different conclusion on the remaining defenses, counterclaims, and third-party claims. It noted that those claims were grounded in federal and state statutory law and state common law and were all legal causes of action, and that the majority of the relief requested was money damages, a legal remedy. *Id.* The Court of Appeals added that the nature of these claims is different from U.S. Bank's foreclosure action because the claims are based, in part, on consumer protection statutes designed to provide meaningful disclosure of information and to protect borrowers from abusive, unfair debt collection practices. *Id.* at 244–45. The court noted that the purposes behind the consumer protection statutes were —"not only to make the consumer whole, but also to deter practices and behavior that negatively impact society." *Id.* at 245. The Court of Appeals accordingly reversed the order of the trial court with instructions to grant the Lucases' motion for a jury trial on the legal claims. *Id.*

In her Amended Answer, Defendant has clearly stated claims that are legal in nature, and for which money damages are warranted and demanded. Therefore, Plaintiff's request that Defendant be denied a jury trial must be denied if this case moves forward, considering the problems with standing and lack of proven damages the Plaintiff must overcome.

WHEREFORE, Defendant prays upon the court to deny the proposed order, and reconsider the jurisdictional restraints placed upon it by Plaintiff's lack of standing, and asks that the Court consider Defendant's Amended Answer and the legal defenses cited to grant Defendant a jury trial on the facts of this case should it proceed with the jurisdictional problems that seem apparent.

AMENDED ANSWER TO COMPLAINT

When Defendant, Cathy G. Lanier (hereafter "Defendant"), filed her initial Verified Answers and Affirmative Defenses to the Complaint by Plaintiff, she had not determined who the Plaintiff was, as she had no prior knowledge of them or any information indicating that there was any debtor/creditor relationship between Defendant and Plaintiff. Since that time, Defendant has learned of the alleged relationship to the loan originator of the Plaintiff, and has had the opportunity to research the claims and violations of Plaintiff further, and provides this amended Answer and Affirmative Defenses, based on new information gained just recently:

ANSWERS

1. The allegation in Paragraph One (1) of Plaintiff's Complaint is a conclusion of law in which no response is required but if a specific answer is required and after an extensive research and investigation Defendant does not have sufficient knowledge or information, to form a belief as to the truth of the allegation contained in Paragraph One (1) of the Plaintiff's Complaint; and if an answer is required then Defendant hereby **DENIES** specifically the allegation(s) in Plaintiff's Paragraph One (1) and demands strict proof at the time of trial.
2. The allegation in Paragraph Two (2) of Plaintiff's Complaint is a conclusion of law in which no response is required but if a specific answer is required and after an extensive research and investigation Defendant does not have sufficient knowledge or information, to form a belief as to the truth of the first allegation contained in Paragraph Two (2) of the Plaintiff's

Complaint; and if an answer is required then Defendant hereby **DENIES** specifically the allegation(s) in Plaintiff's Paragraph Two (2) and demands strict proof at the time of trial including and not limited to proving their debt-collection and mortgage enforcement status.

3. The allegation in Paragraph Three (3) of Plaintiff's Complaint is a conclusion of law in which no response is required but if a specific answer is required and after an extensive research and investigation Defendant does not have sufficient knowledge or information, to form a belief as to the truth of the first allegation contained in Paragraph Three (3) of the Plaintiff's Complaint; and if an answer is required then Defendant hereby **DENIES** specifically the allegation(s) in Plaintiff's Paragraph Three (3) and demands strict proof at the time of trial including and not limited to proving their legal right to enforce an alleged negotiable instrument secured by alleged mortgage and strict proof that they are the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.

4. The allegation in Paragraph Four (4) of Plaintiff's Complaint is a conclusion of law in which no response is required but if a specific answer is required and after an extensive research and investigation Defendant does not have sufficient knowledge or information, to form a belief as to the truth of the first allegation contained in Paragraph Four (4) of the Plaintiff's Complaint; and if an answer is required then Defendant hereby **DENIES** specifically the allegation(s) in Plaintiff's Paragraph One (1) and demands strict proof at the time of trial. Defendant further states for the record that there has been no request to provide documents of any kind from Plaintiff, and Defendant was unfamiliar with even the name "The New York Bank of Mellon" prior to receiving this complaint. Plaintiff has not complied with the HMP program requirements of law in SC.

5. The allegation in Paragraph Five (5) of Plaintiff's Complaint is a conclusion of law in which no response is required but if a specific answer is required and after an extensive research

and investigation Defendant does not have sufficient knowledge or information, to form a belief as to the truth of the first allegation contained in Paragraph One (1) of the Plaintiff's Complaint; and if an answer is required then Defendant hereby **DENIES** specifically the allegation(s) in Plaintiff's Paragraph Five (5) and demands strict proof at the time of trial including and not limited to proving the existence of a legal and valid lien or interest in real estate which may be claimed by Plaintiff or anyone.

6. The allegation in Paragraph Six (6) of Plaintiff's Complaint is a conclusion of law in which no response is required but if a specific answer is required and after an extensive research and investigation Defendant does not have sufficient knowledge or information, to form a belief as to the truth of the first allegation contained in Paragraph One (1) of the Plaintiff's Complaint; and if an answer is required then Defendant hereby **DENIES** specifically the allegation(s) in Plaintiff's Paragraph Six (6) and demands strict proof at the time of trial.

7. The allegations contained in Paragraph Seven (7) of Plaintiff's Complaint are conclusions of law and no response is required and if a response is required then Defendant herein categorically **DENIES** all the allegations in Paragraph Seven (7) including and not limited to the allegation that Defendant ever received any value and/or ever executed and delivered any legal note on/or about August 2, 2002 becoming legally indebted to Plaintiff for the sum of $582,250.00 indebted and hereby demands strict proof at time of trial including and not limited to the genuine executed promissory note, accounting ledgers showing all payments (debits and credits) and all set offs according to GAAP and FAS 140.

8. The allegations contained in Paragraph Eight (8) of Plaintiff's Complaint are conclusions of law and no response is required and if a response is required then Defendant herein categorically **DENIES** all the allegations in Paragraph Eight (8) including and not limited to the allegation that Defendant ever received any value and/or ever executed and delivered

any legal mortgage to parties named in Paragraph Eight (8). Defendant recognizes only one named party from this paragraph, and received no notices of assignments or transfers of a purported mortgage and hereby demands strict proof at time of trial including and not limited to the genuine executed signature of the Defendant and documented proof of involvement of any of the named parties in Paragraph Eight (8). Further Defendant requires proof of an executed mortgage, accounting ledgers showing all payments (debits and credits) and all set offs according to GAAP and FAS 140.

9. The allegations contained in Paragraph Nine (9) of Plaintiff's Complaint are conclusions of law and no response is required and if a response is required then Defendant herein categorically **DENIES** all the allegations in Paragraph Nine (9) including and not limited to the allegation that Defendant ever received any value and/or ever executed and delivered any legal mortgage on/or about August 2, 2002 becoming legally indebted to Plaintiff. Defendant further denies that a legal Mortgage was ever recorded pursuant to the UCC §9203 in the Register of Deeds Office of Lexington County Defendant and recognizes none of the named parties from this paragraph, and received no notices of assignments or transfers of a purported mortgage and hereby demands strict proof at time of trial including and not limited to the genuine executed signature of the Defendant and documented proof of involvement of any of the named parties in Paragraph Nine (9). Nothing presented by Plaintiff proves that the alleged note and/or mortgage were ever in possession of any bank n named in the Complaint or were indeed accepted or transferred in any means (such as by a merger or acquisition). That is only hear-say evidence and not admissible in court as evidence or to prove standing and/or holder in due course status.

10. The allegations contained in Paragraph Ten (10) are nothing but conclusions of law in which no answer is required and if an answer is required then the Defendant, hereby denies that a

legal Mortgage even does exist so therefore strict proof is hereby demanded at time of trial including and not limited to the original genuine executed copy of any legal mortgage from any and all Plaintiffs securing such lien on the alleged subject property.

11. The allegations contained in Paragraph Eleven (11) of Plaintiff's Complaint are conclusions of law and no response is required and if a response is required then Defendant hereby categorically **DENIES** all the allegations in Paragraph Eleven (11) including and not limited to the alleged loan that was allegedly past due for $537.182/20 as reflected by the records of Plaintiff and at time of trial Plaintiff must prove the payable sum of $537.182.20 plus interest and all other additional costs and further Plaintiff must prove all these allegations at time of trial.

12. The allegations contained in Paragraph Twelve (12) are hereby **DENIED** and Defendant further demands strict proof at time of trial that Plaintiff had the right to invoke foreclosure and the right to seek personal judgment against the Defendant and further demands at time of trial proof of any liability under any such debt.

13. The allegations contained in Paragraph Thirteen (13) are hereby **DENIED** and Defendant further demands strict proof at time of trial that Plaintiff had the right to employ counsel to prosecute this action and demands strict proof at time of trial.

14. The allegations contained in Paragraph Fourteen (14) of Plaintiff's Complaint are conclusions of law and no response is required and if a response is required then Defendant hereby denies all the allegations contained in Paragraph Fourteen (14) and Defendant hereby demands proof that Plaintiff have any legal right to seek sums for taxes and insurance and costs for securing the property or has any rights to seek monetary relief against Defendant and must prove a legal indebtedness. Defendant currently resides at the property in question, and supplies required insurance and maintenance thereby.

15. The allegations contained in Paragraph Fifteen (15) of Plaintiff's Complaint are conclusions of law and no response is required and if a response is required then Defendant hereby denies all the allegations contained in Paragraph Fifteen (15) and Defendant hereby demands proof that Plaintiff has any legal right to seek or enforce a foreclosure action and subsequent public auction sale. Defendant hereby demands strict proof at trial of Defendant's legal indebtedness and Plaintiff's legal right to foreclose on Defendant's property.

16. The allegations contained in Paragraph Sixteen (16) of Plaintiff's Complaint are conclusions of law and no response is required and if a response is required then Defendant hereby denies all the allegations contained in Paragraph Sixteen (16) and Defendant hereby demands proof at trial that any named junior or subsequent lien is legal and owing to any of the named additional Defendant.

AFFIRMATIVE DEFENSES

Although Plaintiff has not provided all information requested by Defendant in her Qualified Written Request, she has retained a forensic and securities auditor to provide information related to the ownership of the subject loan and right to assert claims by the Plaintiff. This information will also likely show that Plaintiff has suffered no damages and has no claim upon which to bring this case. It is clear from preliminary results of the audit that the Plaintiff named in this case has no standing to bring this case, and manufactured fraudulent assignments for the express purpose of litigation. By so doing, they have violated many state and federal statutes, and the following outlines the violations that will be proved after the opportunity to receive full discovery, and once the audits are completed.

A MORTGAGE AS A CONTRACT

In *re Carpenter v. Longan 16 Wall 271, 83. U.S. 271, 274, 21 L.Ed. 31 (1872)*, the U.S. Supreme Court stated "The note and mortgage are inseparable: the former as essential, the latter as an incident. An assignment of the note carries the mortgage with it, while assignment of the latter alone is a nullity... The mortgage can have no separate existence. When the note is paid the mortgage expires. It cannot survive for a moment the debt which the note represents. This dependent and incidental relation is the controlling consideration..." Therefore, when the rights to the note and the rights to the mortgage are separated, the mortgage, because it can have not separate existence, cannot survive and becomes a nullity. When ownership or possession of a note does not include the rights to the specific attached intangible obligation, a Mortgage cannot survive a moment as an enforceable contract.

"The mortgage is a contract between the borrower (Payor) and the parties spelled out on the face of the document. A separation between the rights to the note and the rights to the mortgage would be a violation of the terms of that contract. Under long existing contract law, if the terms of a contract are violated, affecting the conditions under which the Payor is obligated, without the properly evidenced consent of the Payor, that contract is void and cannot be returned to without the consent of the Payor. Without this legal concept a contract would be changeable at the will of the Payee, allowing an infinitely expandable obligation on the part of the Payor."

THE CATHY G. LANIER INTANGIBLE OBLIGATION WAS SOLD TO A SECURITY NAMED STRUCTURED ASSET MORTGAGE INVESTMENTS, INC., MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-AR4 PRIOR TO OCTOBER 31, 2002

On or around the same date of the closing of the alleged loan, the rights to the Cathy G. Lanier intangible obligation (hereafter the "intangible obligation") were conveyed as a transferable record to the above-named security. For rights to the intangible obligation not to have been stripped away from the rights to the Cathy G. Lanier note (hereafter "the note") by that conveyance, rights to the note must have also been transferred to this same security

Further, there is no evidence this security possessed in any manner the note before rights to the intangible obligation were stripped away. For the conditions of the mortgage over the intangible obligation not to have been stripped away by that conveyance, rights to the mortgage must have also been acquired by this same security.

The beneficial interest (ownership) of the mortgage has been recorded in the official records of Lexington County Registrar of Deeds as being in the name of Southstar Funding as of the date of the alleged loan. However, it is clear that Southstar Funding as recorded as the original lender, sold all ownership interest to the above-named security shortly after signing. Interest in the intangible obligation is held in the security and the payments under the intangible obligation are disbursed to the investors of the security who hold certificates to the investment classes into which payments under the intangible obligation are scheduled to flow. Therefore the transfer of the beneficial interest in the mortgage by Southstar Funding might be accomplished, but that beneficial interest is no longer attached to the rights to the intangible obligation.

By its actions, the security was exercising rights of ownership over the mortgage loan and the payment stream. By exercising rights of ownership over the mortgage loan, multiple classes of the security made a claim of rights to all three parts of the mortgage loan. To exercise the claim of rights to the intangible obligation, an assignment of the mortgage should have to have been accomplished. The security is acting as if an assignment of the mortgage has been accomplished. A simple search at the Lexington County Registrars of Deeds will show that there has never been a recorded transfer of rights memorialized in the Lexington County records, and the above-named security does not appear anywhere in the chain of title for this alleged loan.

Under the Consumer Credit Protection Act Title 15 USC Chapter 41 § 1641(g) any transfers of the mortgage loan to a security would be in violation of federal statute, if those transfers had not been recorded in the Lexington County Record within 30 days along with notification of Cathy G.

Lanier that the transfers had occurred. As there are no recorded assignments of the mortgage to the security within 30 days of August 2, 2002, either there has been a violation of Federal law or the security, who is the owner of the intangible obligation, is not the owner of either the note or the mortgage.

> Title 15 USC Chapter 41 § 1641(g)
> *(g) Notice of new creditor*
> *(1) In general*
> *In addition to other disclosures required by this subchapter, not later than 30 days after the date on which a mortgage loan is sold or otherwise transferred or assigned to a third party, the creditor that is the new owner or assignee of the debt shall notify the borrower in writing of such transfer, including—*
> *(A) the identity, address, telephone number of the new creditor;*
> *(B) the date of transfer;*
> *(C) how to reach an agent or party having authority to act on behalf of the new creditor;*
> *(D) the location of the place where transfer of interest in the debt is recorded; and*
> *(E) any other relevant information regarding the new creditor.*

"There have been no assignments of the mortgage to the named security recorded in the Lexington County Records, although South Carolina state law requires assignments memorializing the sale and negotiations of the note.

Any electronic transfers of the mortgage that may have been executed without recording within the Lexington County Records are void under Uniform Electronic Transactions Act (UETA) Title 15 USC Chapter 96 § 1-7003.

> *Title 15 USC Chapter 96 § 1-7003*
> *(a) Excepted requirements*
> *The provisions of section 7001 of this title shall not apply to a contract or other record to the extent it is governed by —*
> *(3) the Uniform Commercial Code, as in effect in any State, other than sections 1–107 and 1–206 and Articles 2 and 2A.*

Assignments of the Mortgage must be accompanied by parallel endorsements of the note for the mortgage loan to remain secured by the property. No evidence is available to evidence negotiations of the note to the named security. This would have required indorsements and proper negotiations of the note from Southstar Funding to the named security, including any intervening

claims of ownership. Of course for the mortgage loan to remain a secured loan, there would have been assignments and transfers of the beneficial interest of the mortgage, concurrent to negotiations of the note and those transfers of the mortgage would have to be entered into public record at the Lexington County Records.

Importantly, mere presentment of the note (even if shown to be the original), is not in itself proof of an equitable transfer of the loan along with its security instrument. This demonstration of possession may be sufficient to enforce the note, but carries no indicia of ownership or intent to transfer the mortgage loan.

The concept that a noteholder, even one who is not legitimate, may nevertheless bring an action on the note, is entrenched in commercial law and commonly summarized by the axiom "even a thief may enforce a note." However, the taking of the property by foreclosure is an equitable remedy, and equity does not allow a "thief" to use a stolen note to foreclose on the mortgage lien.

The claim that "the mortgage follows the note" is incorrect as under South Carolina Law the lien follows the secured party of record. That equitable right must be proven with evidence of a delivery. Intention does not override the requirements of law.

The security who owns the intangible obligation, cannot show that accompanied negotiations of the rights to the note and accompanied transfers of the rights to the mortgage has occurred. The rights to the intangible obligation have been stripped from the rights to the note and the rights to the mortgage.

This all leads to the conclusions that no one can claim the right to enforce the note, and the terms of the mortgage have been violated, therefore rendering the mortgage unenforceable.

Under SC § 36-7-501, Southstar Funding is the only party that can accomplish a negotiation of the note. Since Southstar Funding was forced to close on or about April 2, 2007, that would be an impossibility. However, if it did still exist, it could not accomplish a negotiation of the note.

Under SC § 36-3-203d a negotiation of the note cannot occur until Southstar Funding regains an entire interest in the note. The unenforceable rights to the note remain with Southstar Funding, while the rights to the mortgage have been released. The mortgage is an unenforceable contract, no longer tied to an obligation to enforce its contractual terms over.

Under long existing law, if the terms of a contract are violated, affecting the conditions under which the Payor is obligated, without the properly evidenced consent of the Payor, that contract is void and cannot be returned to without the consent of the Payor. Even if ownership of the note and mortgage could be rejoined, the mortgage, as a now unenforceable contract, no longer being tied to an obligation to enforce its contractual terms over, cannot be returned to being an enforceable contract without Cathy G. Lanier's consent. Defendant does not now and will not provide that consent.

Therefore, with all interest in the intangible obligation stripped away and there being no way to enforce the conditions under the mortgage, the mortgage contract is a nullity.

Beyond these facts, there are very recent cases supporting the fact that this action must be dismissed. The results of the initial audit prove that Plaintiff had no standing at the time of filing Lis Pendens and Foreclosure documents related to this lawsuit. "Regardless of practice of recent years, the broad language of the mortgage document purported to have been legally issued (which is still up for debate), cannot overcome the requirement that the foreclosing party be both the holder and assignee of the subject mortgage, and the holder or assignee of the underlying note, at the time the action is commenced."[1] Although the current Plaintiff has produced what appears to be a manufactured for litigation document inferring their ownership of the note and mortgage, upon information and belief, Defendants aver that the current Plaintiff was never the lawful holder or

[1] In *re Bank of New York v Silverberg, Appellate Court, Second Judicial Department, Supreme Court of the State of New York*

assignee of the purported note described and identified in this action, therefore even their claims of assignment from MERS are null and they as well as all of the Plaintiffs named in this case were without authority to assign the power to foreclose to the Plaintiff.

Further, in *re Federal Home Loan Mortgage Corporation v. Schwartzwald, et al.* 2012-OHIO-5017, the Ohio Supreme Court reversed the decision of the Court of Appeals. The Court held the standing issue was a jurisdictional one. Because the mortgage had not been properly assigned at the time the foreclosure complaint was filed, the plaintiff did not have standing to file the complaint. Standing is necessary before the Court has jurisdiction to hear the case. Since it is a jurisdictional requirement, standing as of the date the foreclosure complaint was filed is the determining factor. Any later assignments, even if before judgment was entered, does not cure the defect. Standing has to exist at the time the case is filed, and if it does not exist, the jurisdiction of the court is not invoked. A court without jurisdiction cannot enter any judgment (except one dismissing the case for lack of jurisdiction). In *re Patton v. Diemer*, 35 Ohio St. 3d 68 (1988).

As recently as July 31, 2013, a ruling from the Ninth Judicial Circuit Court of Common Pleas of Charleston, SC drives home the fact that the Plaintiff in a case such as this one must have standing to pursue a foreclosure. In *re Deutsche Bank National Trust Company, et al. v. Heinrich*, (2013). As in the Charleston case, Plaintiff in this case has attempted to promote the idea that the mortgage follows the note. However, as shown in precedent from the United States Supreme Court's decision in *Carpenter v. Longan*, 83 U.S. 271, 16 Wall. 271, 21 L.Ed. 313 (1872) which the Court found "clearly supports the notion that the Plaintiff must own the note and the mortgage to foreclose on the property." The Court determined that "Plaintiff failed to show that it owned the mortgage at the time the Complaint was filed." The Court stated: "It is clear that to have standing in this foreclosure case, Plaintiff must not only be the holder and owner of the original note, but also the mortgage as well." According to the audit findings, as well as the lack of recorded transfers on

record. Plaintiff's Complaint in this case fails to meet this criteria. Plaintiff lacks standing to initiate and prosecute the foreclosure, and dismissal pursuant to Rule 17(a) and Rule 12(b)(6) SCRCP is appropriate." This ruling is based on foreclosure law from the United States Supreme Court, which trumps any contrary state law which does not require the foreclosing Plaintiff to own both the note and the mortgage at the time that the foreclosure Complaint is filed. Defendants would assume this Court would stand in agreement with the U.S. Supreme Court in this case.

PLAINTIFF'S FAILURE TO PROVIDE EVIDENCE TO PROVE STANDING THAT THEY ARE THE REAL PARTY IN INTEREST
PLAINTIFF'S FAILURE TO PROVIDE EVIDENCE TO PROVE INJURY
PLAINTIFF'S VIOLATION OF FALSE CLAIMS ACT (31 U.S.C. § 3729)

Plaintiffs have failed to prove standing to bring this case, or to prove that they have been injured in any way or that any monies were actually "loaned" to Defendant. Evidence provided by Plaintiff has failed to prove that Plaintiff was the "Real party in interest" in an alleged debt transaction between Plaintiff and Defendant. To date, nothing has been produced to show Plaintiff has any ownership or security interest in any alleged loan transaction involving Defendant. "Nothing is owed when the proper chain of title does not exist as determined by the Massachusetts Supreme Court when presented with similar issues." *US Bank National Association, Trustee v. Antonia Ibanez, and a consolidated case for ABFC 2005-OPTI Trust, ABFC Asset Backed Certificates, Series 2005-OPTI: in re Kang Jin Hwang*, 396 B.R. 757, 768 (Bankr. C.D. Cal 2008).

Additionally, Plaintiff has failed to provide evidence of any actual or threatened injury as a result of Defendant's conduct. A Movant must have both constitutional and prudential standing and be the real party in interest under Fed. R. Civ. P. 17, in order to be entitled to lift-stay relief [citing: *Kowalski v. Tesmer*, 543 U.S. 125, 128-29 (2004) (quoting *Warth v. Seldin*, 422 U.S. 490, 498 (1975)]. Constitutional standing under Article III requires, at a minimum, that a party must have suffered some actual or threatened injury as a result of the defendant's conduct, that the injury be

traced to the challenged action, and that it is likely to be redressed by a favorable decision. *Valley Forge Christian Coll. V. Am. United for Separation of Church and State*, 454 U.S 464, 472 (1982). Were any documents provided showing accounting practices of Plaintiff, using GAAP, Defendants believe they would show that Plaintiff was not injured in the least, and likely profited several times over the amount brought in this action, by virtue of their fraudulent accounting practices involving securitization of alleged loan documents.

Beyond the Article III requirements of injury in fact, causation, and redress ability, movant must also have prudential standing, which is a judicially-created set of principles that places limits on the class of person who may invoke the courts' powers. See *Warth v. Seldin*, 422 U.S. 490, 499 (1975). As a prudential matter, a plaintiff must assert "his own legal interest as the real party in interest." *Dunmore v. United States*, 358 F.3rd 1107, 1112 (9th Cir. 2004), as found in Fed. R. Civ. P. 17, which provides "an action must be prosecuted in the name of the real party in interest." Plaintiffs have failed to prove they are the real party in interest or have suffered any injury.

Further, an investigation of county records shows no property transfer or assignment documents from the original alleged mortgage holder, Southstar Funding. The sale of a security instrument based on real property must be filed with the County Recorder's Office – it must be a public sale. If someone possesses the note, but there is no recording of them getting it, then they hold it in consequence of an ongoing criminal conspiracy to trade in illegal securities – they automatically come to court with unclean hands and the court has no authority to let them profit from this illegal scheme. Defendants have asked that the Plaintiff provide documents proving the alleged note and/or property was not illegally converted, securitized and transferred/sold into a pool of like assets via a real estate mortgage investment conduit (REMIC). They have failed to provide any proof. However, Defendant's audit prove such actions did, in fact, take place.

County records would have to include any transfers of real property associated with this case in order for those transfers to be valid. However, there are no valid transfers related to these properties recorded in the Lexington County records. If, however, the Plaintiff purchased a security interest or note (when banks were deregulated and allowed to sell these interests multiple times), Plaintiff would hold no actual title to or interest in the property in question, but would have received consideration for, at a minimum, the value of the alleged debt. Thus, if Plaintiff has any claim at all, it would be to the security interest of an unsecured note – county records prove they never acquired title to the alleged loan or property. This would also mean that the originator of the alleged loan retained the lien on the property, but since that originator would have received consideration from any of the institutions (such as Plaintiff and the security into which the note was apparently sold) that purchased the security interest (note), the originator has suffered no harm because they have already been paid for the property – probably many times over. This would make any of the liens void.

Plaintiff and its attorney(s) have violated the False Claims act in that they have presented or caused to be presented, a false or fraudulent claim for payment or approval; have knowingly made or used a false record or statement material to a false or fraudulent claim; and have conspired to commit a violation of either of these. In this case, the term "material" means having a natural tendency to influence, or be capable of influencing, the payment or receipt of money or property.

PLAINTIFF HAS PROVIDED NO TESTIMONY OR EVIDENCE AND IS ATTEMPTING TO UTILIZE A THIRD-PARTY DEBT COLLECTOR WHO HAS PROVED NO AUTHORIZATION TO ACT ON BEHALF OF PLAINTIFF

According to *Heintz v. Jenkins* (1995) 514 US 291, 299, "A debt collector is moving an action in its own behalf and its own interest and cannot represent a third party. See also, *Wilson v. Draper & PLLC* 443 F.3d 373 (2006). Plaintiff's attorney is also in violation of Title 15 USCA Ch. 41 part V Section 1692i(b). "A debt collector moved an initial communication to collect a debt…"

See *Goldman v F Cohen* 445 F3d 152 (2006). The Supreme Court has said in *Sicox v. Lang* (1889) 78 Cal. 118, 122: "The practice of attorneys verifying for their clients should be discouraged, and to that end, the provisions of the Code should receive a strict construction." Therefore, the Attorney Firm must be enjoined from any action in further unlawful acts against Defendants. See *State ex rel. State Bar of Wisconsin v. Bonded Collections, Inc.*, 36 Wis. 2d 643 (1967), *Carroll v. Wolpoff & Abramson* 961 F.2d (1962).

Based on the facts stated within and the blatant misrepresentation by Plaintiff's law firm as to their standing and the standing of their client. Plaintiff has grossly abused the judicial foreclosure laws of this state and is not entitled to any claim.

PLAINTIFF AND THEIR ATTORNEY HAVE COMMITTED FRAUD, PERJURY, MISREPRESENTATION, OR OTHER MISCONDUCT OF AN ADVERSE PARTY

Civil Rule 60 (b) 3 indicates the facts of this case warrant a reversal of any action taken and/or a dismissal of any pending actions based on: **(3)** fraud, misrepresentation, or other misconduct of an adverse party. The naming of a party that is not a real party in interest to this lawsuit can be considered nothing less than fraud. Plaintiff(s) have also misrepresented their standing, substantial facts of the case, and have perjured themselves. No representative of the original purported lender still exists to grant Branch Banking and Trust Company or any other entity, an assignment, therefore the document must be deemed forged and sanctions applied to those involved in this crime.

VIOLATION OF TRUTH IN LENDING ACT – 15 U.S.C. §1601 *et seq.*

The loan transaction at issue is a consumer credit transaction subject to the provisions of TILA. Named Plaintiffs are "creditors" as that term is defined by 15 U.S.C. §1602. The transaction between Plaintiff and Defendant was a consumer loan transaction wherein the Plaintiff allegedly

extended credit to the Defendant and such credit was secured by an interest purportedly held by the Plaintiff in the Property.

As a consumer credit transaction, the Plaintiff was required to provide to Defendant mandatory Truth-in-Lending disclosure statements and notice of the borrower's right to rescind, specifying the date on which the three-day rescission period expires. If the lending institution fails to provide the rescission information, the borrower may rescind the loan within three years after it was consummated. 15 U.S.C. §1635(a) and (f); 12 CFR §226.23(b)(5). If the borrower timely exercises her right to rescind, the security interest giving rise to the right of rescission becomes void. *Ibid.*

In the course of the transaction described herein, Plaintiff violated TILA in numerous ways, including, but not limited to: Failing to provide required disclosures prior to consummation of the transaction; failing to make required disclosures clearly and conspicuously in writing; failing to timely deliver to Defendant certain notices required by statute; placing terms prohibited by statute into the transaction; and failing to disclose all finance charge details and the annual percentage rate based upon properly calculated and disclosed finance charges and amounts financed.

Records from the transaction indicate that Plaintiff extended credit to Defendant without regard to her ability to pay, and even falsified relevant income and asset data to get the loan approved. Defendant is informed and believe and thereon allege that Plaintiff have a pattern and practice of extending credit to consumers under high rate mortgages without regard to the consumers' repayment ability.

Because of these violations, Defendant has a continuing right to rescind the loan transaction for up to three years after knowledge of these defects. Defendant hereby gives notice of rescission by and through this Complaint.

Because of these violations, Plaintiff is liable to Defendant in the amount of twice the finance charge, actual damages to be established at trial, and costs in accordance with 15 U.S.C. § 1640(a). Defendant is also entitled: Rescission of the loan transaction; an order requiring Plaintiff to take all actions necessary to terminate any security interest in the Property created under the transaction and a declaration by the Court that the security interest is void; expungement of any foreclosure instruments, including but not limited to any Notice of Default, relating to the transaction from any public record; removal of any derogatory information reported to any credit reporting agency or credit reporting bureau relating to the transaction; the return to Defendant of any money given by Defendant to anyone, including Plaintiff, in connection with the loan transaction; statutory damages; costs and reasonable attorney's fees; and such other relief as the Court may deem just and proper.

As a result of Plaintiff's misconduct, Defendant has suffered and continues to suffer damages in an amount to be proven at trial, which they are entitled to recover. Moreover, Plaintiff's misconduct was willful, malicious, and outrageous, and therefore punitive damages are warranted and demanded.

As a result of Plaintiff's misconduct, the loan was void and unenforceable as of its inception, and therefore Defendant is entitled to rescind the loan agreement and promissory note and do hereby demand rescission.

As a result of Plaintiff's misconduct, Defendant is entitled to declaratory and injunctive relief preventing Plaintiff from taking any action to collect on the loan, and/or to foreclose upon the Properties, and/or to transfer the Properties.

VIOLATION OF RESPA – 12 U.S.C. §2601 *et seq.*

The alleged loan transaction between Plaintiff and Defendants is a mortgage loan covered by RESPA. Defendant believed, relied upon and had reason to rely upon the information that the

owner of the alleged loan was the named Plaintiff at the time of the foreclosure. However, due to the conspiratorial nature of the misdeeds alleged herein, and also due to Plaintiff's general failure to properly advise Defendants as to the roles and identities of the various entities that were purportedly handling their alleged loan at any given time, these allegations are made as to all claimed Plaintiff(s).

Plaintiff(s) violated RESPA at the time of closing on the sale of the properties by failing to correctly and accurately comply with disclosure requirements. Plaintiff(s) violated RESPA, 12 U.S.C. §2605(e)(2) by failing and refusing to provide a written explanation or response to Defendants' requests for verification not later than 60 days after receipt of the request. Defendants are informed and believe, and thereon allege, that Plaintiff(s) have engaged in a pattern or practice of non-compliance with the requirements of the mortgage servicer provisions of RESPA as set forth in 12 U.S.C. §2605.

As a result of Plaintiff(s)' failure to comply with RESPA, Defendants have suffered and continue to suffer damages and costs of suit. Defendants are entitled to recover statutory damages of $1,000.00, actual damages in an amount to be determined at trial, and costs and reasonable attorney's fees.

VIOLATION OF FAIR DEBT COLLECTIONS ACT – 15 U.S.C.1692e

In violation of U.S.C. 1692e, 807, Plaintiff engaged in the false representation of

(A) the character, amount, or legal status of any alleged debt; or

(B) any services rendered or compensation which may be lawfully received by any debt collector for the collection of a debt.

Plaintiff also violated section 1692g of the FDCPA by failing to provide verification and validation of the debt they claimed to be owed to them.

SLANDER OF TITLE

Plaintiff disparaged Defendants' exclusive valid title in 2013, by and through the preparing, posting, publishing and recording of the documents previously described herein, including, but not limited to, the foreclosure Complaint. Said Plaintiff knew or should have known that such documents were improper in that at the time of the execution and delivery of said documents, Plaintiff had no right, title or interest in the properties. These documents were naturally and commonly to be interpreted as denying, disparaging, and casting doubt upon Defendants' legal title to the properties. By posting, publishing, and recording said documents, Plaintiff's disparagement of Defendants' legal title was made to the world at large. Similarly, the law firm retained by Plaintiff is also culpable, as they are in the business of collection of consumer debts, either on behalf of itself or others, and are therefore under the authority of the Fair Debt Collection Practices Act Titles 15 and 18 U.S.C. which requires them to verify actual ownership and factual, legal debt.

As a direct and proximate result of Plaintiff's conduct in publishing these documents, Defendants' title to the properties has been disparaged and slandered, and there is a cloud on Defendants' title, and Defendants have suffered, and continue to suffer, damages in an amount to be proved including loss of business and business goodwill. As a further proximate result of Plaintiff's conduct, Defendants have incurred, and will continue to incur, expenses, including reasonable attorney's fees, in order to clear title to the properties. Moreover, these expenses are continuing, and Defendants will incur additional charges for such purpose until the cloud on Defendants' title to

the Properties has been removed. The amounts of future expenses and damages are not ascertainable at this time.

As a further direct and proximate result of Plaintiff's egregious conduct, Defendants have suffered loss of business, humiliation, mental anguish, anxiety, depression, and emotional and physical distress, resulting in the loss of sleep and other injuries to their health and well-being, and continue to suffer such injuries on an ongoing basis. The amount of such damages shall be proven upon request by the court.

At the time that the false and disparaging documents were created and published by the Plaintiff, Plaintiff knew the documents were false and created and published them with the malicious intent to injure Defendants and deprive them of their exclusive right, title, and interest in the properties, and to obtain the properties for their own use by unlawful means. Plaintiff committed perjury before the court by asserting they had ownership based on void and false documents.

The conduct of the Plaintiff in publishing the documents described above was fraudulent, oppressive, and malicious. Therefore, Defendants are entitled to an award of punitive damages in an amount sufficient to punish Plaintiff for their malicious conduct and deter such misconduct in the future.

INEQUITABLE FORECLOSURE ATTEMPT, LACK OF GOOD FAITH AND FAIR DEALING

Historically, equitable courts developed to provide a forum of justice for litigants when law courts, which contained rigid principles and restrictive technicalities, were deficient. *See* Hedges v. Lysek, 84 So. 2d 28, 31 (Fla. 1955). As such, equity courts were created to do justice between the litigants. *See e.g.* Banks v. Shaw, 144 Fla. 550, 198 So. 341 (1940); Atlantic Nat. Bank of Jacksonville v. Simpson, 136 Fla. 809, 188 So. 636 (1938). Therefore, "a court of equity is a court

of conscience: it should not be shackled by rigid rules of procedure and thereby preclude justice being administered according to good conscience." Demorizi v. Demorizi, 851 So.2d 243, 246 (Fla. 3d DCA 2003), *appeal dismissed* 851 So. 2d 168 (Fla. 3d DCA 2003) (quoting Wicker v. Board of Public Instruction of Dade County, 106 So.2d 550, 558 (Fla.1958)). Finally, with respect to foreclosures, "the general rule is that...[the] foreclosure must not be unconscionable or inequitable." Pezzimenti v. Cirou, 466 So.2d 274, 276 (Fla. 2d DCA 1985). By the Plaintiff(s)' failure to account for the loss of value of the subject property due to a still declining real estate market, Plaintiff has attempted to place the court in a position of awarding an inequitable and unconscionable foreclosure, if, in fact, any debt was ever owed by Defendant to Plaintiff.

Defendant has not waived their appraisal rights, under Section 29-3-680, as any purported waiver would be against public policy pursuant to SCN Mortgage Corp v. White, 312 SC 384, 440 S.E.2d 868 (1994). The Supreme Court of South Carolina held it was against public policy to require a waiver of this right in advance. Therefore, Defendant reserves the right to prove that the attempt to foreclose on the property is inequitable and unlawful.

FAILURE TO COMPLY WITH SC SUPREME COURT ADMINISTRATIVE ORDER 2011-05-02-01 OR TO OFFER SOLUTIONS UNDER HAMP

SC Supreme Court Administrative Order 2011-05-02-01 clearly requires that for all mortgage foreclosures filed after May 9, 2011, the Mortgagee's attorney shall serve on the Mortgagor, along with the summons and complaint, a notice of the Mortgagor's right to foreclosure intervention. Mortgagor's attorney has failed to comply with the Administrative Order.

Defendants were never offered any of the options under the HAMP program by the real party in interest.

UNFAIR BUSINESS PRACTICES – SOUTH CAROLINA UNFAIR TRADE PRACTICES ACT

Defendants are informed and believe and thereon allege that Plaintiff committed unlawful, unfair and/or fraudulent business practices, as defined by South Carolina Unfair Trade Practices Act by engaging in the unlawful, unfair, and fraudulent business practices alleged herein.

As a result of Plaintiff's wrongful conduct, Defendants have suffered various damages and injuries.

Defendants seek injunctive relief enjoining Plaintiff from engaging in the unfair business practices described herein.

Defendants further seek restitution, disgorgement of sums wrongfully obtained, costs of suit, reasonable attorney's fees, and such other and further relief as the Court may deem just and proper.

FRAUD AND SWINDLE 19 U.S.C. §1346 ANY SCHEME OR ARTIFICE TO DEFRAUD; 18 U.S.C. §1001 STATEMENT OR ENTRIES GENERALLY

As alleged herein, Plaintiff has made several representations to Defendants with regard to important facts.

These representations made by Plaintiff were false.

Plaintiff knew that these representations were false when made, or these representations were made with reckless disregard for the truth.

Plaintiff intended that Defendants rely on these representations.

Defendants reasonably relied on said representations.

As a result of Defendants' reliance, they were harmed and suffered damages. Defendants' reliance on Plaintiff's false representations was a substantial factor in causing Defendants harm.

Plaintiff is guilty of malice, fraud or oppression, and Plaintiff's actions were malicious and done willfully, in conscious disregard of the rights and safety of Defendants, in that the actions were

calculated to injure Defendants.[2] As such, Defendants are entitled to recover, in addition to actual damages, punitive damages to punish Plaintiff and to deter future misconduct. Defendants will present their damages for determination at a hearing for that purpose.

CIVIL CONSPIRACY

Defendant is informed and believes, and thereon alleges, that Plaintiff conspired and agreed to implement a scheme to defraud and victimize Defendant through the predatory lending practices and other unlawful acts alleged herein. Included in these unlawful acts is the manufactured default perpetrated upon Defendant.

Defendant is informed and believes and thereon alleges that Plaintiff did the acts and things alleged herein pursuant to and in furtherance of their conspiracy to defraud and victimize Defendant, and use tainted court processes to steal Defendant's properties.

Defendant is informed and believes that Plaintiff committed acts in furtherance of the conspiracy, and/or lent aid and encouragement to their co-conspirators and/or ratified and adopted the acts of their co-conspirators, and are thus jointly and severally liable for all harm to Defendant resulting from the conspiracy, see *Salinas v. United States*, 118 S. Ct. 469 (1997) at pg. 470: "...conspiracy is distinct evil, dangerous to the public, and so punishable in itself."

As the direct and proximate result of Plaintiff's conspiracy to defraud and victimize Defendant, Defendant hassuffered damages, including, but not limited to, direct monetary loss, consequential damages, and emotional distress.

In conspiring to defraud and victimize Defendant, and in committing the wrongful acts alleged herein, Plaintiff acted with malice, oppression, and fraud including perjury by written and

[2] South Carolina allows punitive damages, except in actions against the state or other governmental entity and in product liability actions based on strict liability. Punitive damages are allowed upon a showing by clear and convincing evidence of malice, ill will, a conscious indifference to the rights of others, or a reckless disregard thereof. *King v. Allstate Ins. Co.*, 251 S.E. 2d 762 (S.C. 1979). S.C. Code § 15-33-135.

verbal testimony in a court of law, thus justifying an award of exemplary damages in an amount sufficient to punish their wrongful conduct and deter such misconduct in the future.

RICO – 18 U.S.C. §§1961 *et seq.*

Named Plaintiff is an enterprise engaged in and the activities of which affect interstate commerce. Haynsworth Sinkler Boyd law firm are persons within the meaning of 18 U.S.C. § 1961(3), and as persons associated with Plaintiff, conducted and participated, directly and indirectly, in the conduct of the affairs of said enterprise through a pattern of racketeering activity in violation of 18 U.S.C.A. § 1962(c).

The predicate acts which constitute this pattern of racketeering activity were part of a scheme to wrongfully foreclose upon the Properties without legal right, and therefore acquire title to the Properties through deception and fraud, for the profit of the enterprise, as described herein. For the purpose of executing this scheme, the Plaintiff placed in post offices and/or in authorized repositories matter and things to be sent or delivered by the Postal Service, caused matter and things from the Postal service or commercial interstate carriers, including, but not limited to, default and foreclosure related notices. These notices were false, misleading, and contrary to law, as described herein; and were deliberately designed to compel Defendants either to part with large sums of money or to abandon the Property, for the profit of the enterprise.

For the purpose of executing this scheme to defraud Defendant and obtain money by means of false pretenses, Plaintiff also transmitted and received messages by wire, including, but not limited to telephone and internet communications. In such communications, Plaintiff sought to convince Defendant either to part with large sums of money or to abandon the Property, for the profit of the enterprise, asserting the falsehood that Plaintiff had the right to foreclose upon the security interest in the Properties.

These acts of racketeering, occurring within ten years of one another, constitute a pattern of racketeering activity within the meaning of 18 U.S.C.A. § 1962, in that, as a direct and proximate result of Plaintiff's complained of acts, Defendant has suffered and continues to suffer damages, including but not limited to, monetary damages and emotional distress, in an amount to be proven at trial.

By reason of the Plaintiff's violation of 18 U.S.C.A. § 1962, Defendant is entitled, pursuant to 18 U.S.C.A. § 1964(c), to threefold the damages sustained, costs of suit, and reasonable attorney's fees.

QUIET TITLE

Defendant claims an interest adverse to Plaintiff's interest in the Properties, in the form of the Deed of Trust recorded pursuant to the alleged loan transaction and Defendant is seeking to quiet title against the claims of Plaintiff under such Deed.

Defendant desires and is entitled to a judicial declaration quieting title in Defendant's names as of the date on which the alleged loan transaction was consummated.

IMPOSITION OF CONSTRUCTIVE TRUST

Since August of 2002, Defendant has been the rightful owner of legal title to the Property.

In contravention of Defendant's ownership rights and interests in the Property, Plaintiff purported to obtain legal title to the Property by means of an unjustified and fraudulent foreclosure action. Plaintiff refuses to acknowledge Defendant's status as the rightful owner of the Property.

Plaintiff holds whatever interest it claims in the Property in trust for Defendant.

CONCLUSON

Upon information and belief, Plaintiff and others of its ilk have been proven multiple times to be an insidious participant in mortgage fraud schemes, even going so far as to make loans they know cannot be repaid so they can claim the losses and insurance payouts they get when a property

goes into foreclosure. (Research shows that insurance pays 80% of principal to the lender, and on derivatives such as these, they'll get 8-10 separate settlements.) Similar "whistleblower" cases have proven that institutions such as Plaintiff, by utilizing robosigning, doctoring of documents, illegal fee structures and the like, planned an intricate security sell-off scheme likely for the purpose of defrauding the IRS and Federal Government. "According to attorneys for the mortgage fraud whistleblowers, Wells Fargo and MIC (Mortgage Investors Corporation) account for about 70 percent of the damages exposure of the eight defendants. So, while the $160 million-plus settlement may seem like a large amount now, it may pale in comparison to the eventual liability of both Wells Fargo and MIC if they are found guilty at trial." (Source: Atlanta Journal-Constitution, November 19, 2012) Defendants now believe that Plaintiff falls into this category, and hopes that this case can help to bring to light their wrongdoing so they may be prosecuted as were the banks illustrated in the above citation.

Defendants also believe that there were never monies advanced by Plaintiff or any predecessor, and that the purported "loan" was simply financial "slight of hand" arranged by booking practices that treat promissory notes as assets used by banks such as Plaintiff to "create money." Plaintiff has failed to provide any evidence to the contrary.

Plaintiff should be punished for participating in such a scheme to steal properties, and arrests should be made of their C-Level officers.

JURY TRIAL

Defendant is guaranteed a jury trial for any dispute involving more than twenty ($20) dollars. Plaintiff in this case has attempted to usurp Defendant' rights by specifying a "non-jury mortgage foreclosure" on their documents. Defendant hereby gives notice that they have never waived their right to a jury trial in this matter, and do not intend to. Further, issues raised here fall outside the court of equity, and into the court of law related to contracts and for which there is

specific application of awards of damages. In the event this Court proceeds with this case given the clear jurisdictional problems, Defendant requests the ability to state the facts of this outrageous case in front of a jury of their peers.

WHEREFORE, Defendants respectfully request that this court provide the following remedies to Defendants:

1. Immediately dismiss this case with prejudice in that Plaintiff lacks standing to initiate and prosecute the foreclosure, and dismissal pursuant to Rule 17(a) and Rule 12(b)(6) SCRCP is appropriate.
2. Release any and all claims by Plaintiff, now and in the future, on any properties currently held by Defendant.
3. Enjoin Plaintiffs from any related or similar action against Plaintiffs concerning the subject properties named in this action.
4. For an order and judgment issuing quiet title to Defendant for the affected property, dating to the inception of the alleged loan.
5. That Plaintiff be prosecuted for filing fraudulent, false and misleading documents in a Court in the United States of America.
6. That Plaintiff in this case be, from now and forever forward, enjoined from foreclosure action against Defendant, and a satisfaction of mortgage/lien be issued for the subject mortgage, and all properties liened in the subject mortgage.
7. That judgment be entered in Defendant's favor and against Plaintiff.
8. For an order stating that Plaintiff must not report to any credit reporting agency anything of a negative nature against Defendants, and that they must repair any previously reported negative information.
9. For an order stating that Plaintiff engaged in unfair business practices.

10. For an order stating that the Notice of Default, Lis Pendens and other documents filed by Plaintiff constitute slander of title to Defendants and the Properties.

11. For damages, disgorgement, and injunctive relief under South Carolina's common and statutory law of unfair business practices.

12. For compensatory, statutory, punitive and exemplary damages, attorney's fees and costs according to proof at trial.

13. For exemplary damages in an amount sufficient to punish Plaintiff's wrongful conduct and deter future misconduct.

14. For such other and further relief as the Court may deem just and proper.

In the event this case is not dismissed based on the standing and jurisdictional problems, in the alternative, should the Judge wish to pursue this case further and proceed, Defendant asks the Court to compel Plaintiff to provide discovery documents according to a Request for Production currently being prepared by Defendant which will request accounting ledgers to prove any indebtedness on behalf of Defendant. This option may be more attractive to the Court to provide the full picture of the fraud that is being committed by Plaintiff and others in its same industry, thereby allowing the Court to rule on issues that may affect the public and commerce at large and not restricted to this case at hand.

WHEREFORE, should this case progress, Defendant prays upon the court to provide the following relief:

1. That Defendant be allowed to participate in a Trial by Jury to present damages and harm done to Defendant, for the purpose of seeking restitution and punitive damages against Plaintiff.

2. For a temporary restraining order, preliminary and permanent injunction preventing Plaintiff, or anyone acting under or in concert with them, from collecting on the alleged subject loan and from causing the Properties to be sold or assigned to a third party.
3. For an order stating that Plaintiff must not report to any credit reporting agency anything of a negative nature against Defendants, and that they must repair any previously reported negative information.
4. Require Plaintiff to produce documentation proving they have not been involved in misconduct regarding the Libor Rate manipulation scheme as evidenced in the ongoing investigation in which Barclays has been fined nearly $500M, JPMorgan Chase has been sued and this scandal is predicted to implicate other global financial institutions such as Plaintiff.[3]
5. Produce any and all accounting records to prove that the Plaintiff complied with their contract the way that their complaint alleges that they do.
6. Enforce the South Carolina Rules of Court and the South Carolina Rules of Evidence.
7. Allow the Defendant to produce her expert and lay witnesses and other written material to show that the Plaintiff did not comply with any of their terms and conditions for Defendant has never had a loan indebtedness relationship with the Plaintiff
8. For damages, disgorgement, and injunctive relief under South Carolina's common and statutory law of unfair business practices.
9. For compensatory, statutory, punitive and exemplary damages, attorney's fees and costs according to proof at trial.

[3] "In case you haven't heard, 16 banks that help set the London interbank offered rate, or Libor, are being sued by a smaller bank called Berkshire Bank of New York over allegations they conspired to manipulate the rate for short-term gains on derivatives. Three of those banks, Citi, Bank of America and JPMorgan Chase hold about a quarter of all the deposits in the U.S." *Will Your Bank Be Sued over Libor?, Claes Bell, Bankrate.com*

10. For exemplary damages in an amount sufficient to punish Plaintiff's wrongful conduct and deter future misconduct.

11. For such other and further relief as the Court may deem just and proper

DATED this 6th day of January 2014.

Respectfully submitted,

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Lexington, SC
January 6, 2014

STATE OF SOUTH CAROLINA COUNTY OF LEXINGTON The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-Interest to JPMorgan Chase Bank, N.A. As successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4, Plaintiff, Vs. Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank, Defendant.	IN THE COURT OF COMMON PLEAS 11TH JUDICIAL CIRCUIT CASE NO.: 2013-CP-32-01709 OBJECTION TO PROPOSED ORDER AMENDED ANSWER TO COMPLAINT COPY DEMAND FOR JURY TRIAL

CERTIFICATE OF SERVICE

On January 6, 2014, Defendant served upon the following the above referenced document

by US Mail:

Haynsworth Sinkler Boyd, P.A.
PO Box 11889
Columbia, SC 29211
Attn: Mary M. Caskey, Attorney

Respectfully Submitted,

Cathy G Lanier
172 Belle Chase Drive
Lexington, SC 29072
Pro Se Defendant

Lexington, SC
January 6, 2014

Cathy Lanier

From: Cleary, Joanna <jcleary@hsblawfirm.com>
Sent: Friday, February 14, 2014 11:54 AM
To: Huggins, Mona Denise (MHuggins@lex-co.com)
Cc: Caskey, Mary; Cathy Lanier; 'JSPENCE@lex-co.com' (JSPENCE@lex-co.com)
Subject: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al., Case No. 2013-CP-32-01709
Attachments: 2217937-v1 Caskey letter to Huggins (Clerk) regarding motions roster.PDF

Please find attached hereto Ms. Caskey's letter of today's date regarding the upcoming motions roster.

Haynsworth Sinkler Boyd, PA
ATTORNEYS AND COUNSELORS AT LAW

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Haynsworth
Sinkler Boyd, P.A.

ATTORNEYS AND COUNSELORS AT LAW

1201 MAIN STREET 22ND FLOOR (29201-3226)
POST OFFICE BOX 11889 (29211-1889)
COLUMBIA SOUTH CAROLINA
TELEPHONE 803 779 3080
FACSIMILE 803 765 1243
www.hsblawfirm.com

MARY M. CASKEY
DIRECT DIAL NUMBER 803 540 7870
mcaskey@hsblawfirm.com

February 14, 2014

Via Email (mhuggins@lex-co.com) and U.S. Mail
Mona Huggins
Roster Administrator
Office of the Clerk of Court
205 East Main Street
Lexington, South Carolina 29072-3494

RE: *The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al.*
Case No. 2013-CP-32-01709
HSB File No. 09150.0337

Dear Ms. Huggins:

Our firm represents the Plaintiff in the above referenced matter. Plaintiff's Motion to Strike Defendant Cathy G. Lanier's Amended Answer to Complaint, filed on January 22, 2014, is currently listed as number 23 on the Motions Roster for February 19, 2014. However, on January 17, 2014, this matter was referred to Judge Spence by Order of the Honorable Thomas A. Russo, which was filed January 17, 2014. We respectfully request the matter be removed from the Motions Roster for February 19, 2014, so that Judge Spence may hear the motion.

Thank you for your assistance and please contact me with any questions.

Sincerely yours,

Mary M. Caskey

MMC/jlc

cc:
Cathy G. Lanier (via email and U.S. Mail)
The Honorable James O. Spence (via email only)

DM 2217796 V 1

Cathy Lanier

From: Cathy Lanier
Sent: Friday, February 14, 2014 1:01 PM
To: Cleary, Joanna; Huggins, Mona Denise (MHuggins@lex-co.com)
Cc: Caskey, Mary; 'JSPENCE@lex-co.com' (JSPENCE@lex-co.com)
Subject: RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al., Case No. 2013-CP-32-01709

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Sent: Friday, February 14, 2014 11:54 AM
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Cc: Caskey, Mary; Cathy Lanier; 'JSPENCE@lex-co.com' (JSPENCE@lex-co.com)
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Please find attached hereto Ms. Caskey's letter of today's date regarding the upcoming motions roster.

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Cc: Cathy Lanier; Cleary, Joanna
Subject: RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al., Case No. 2013-CP-32-01709
Attachments: 2209965-v1 Plaintiffs Motion to Strike Laniers Amended Answer to Complaint (filed).PDF

Ms. Huggins:

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Mary

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Sent: Friday, February 14, 2014 3:42 PM
To: Cathy Lanier; Caskey, Mary
Cc: Cleary, Joanna
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Sent: Friday, February 14, 2014 4:14 PM
To: Huggins, Mona Denise; Caskey, Mary
Cc: Cleary, Joanna
Subject: RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al., Case No. 2013-CP-32-01709

But again, what I submitted asks for that to be reconsidered based on the other facts of the case. Will my motion just be ignored?

Cathy Lanier

From: Huggins, Mona Denise [mailto:MHuggins@lex-co.com]
Sent: Friday, February 14, 2014 3:42 PM
To: Cathy Lanier; Caskey, Mary
Cc: Cleary, Joanna
Subject: RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al., Case No. 2013-CP-32-01709

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From: Cathy Lanier
Sent: Tuesday, February 18, 2014 9:09 PM
To: Huggins, Mona Denise; Caskey, Mary
Cc: Cleary, Joanna; bcarrigg@lex-co.com
Subject: RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al., Case No. 2013-CP-32-01709

Ms. Huggins,

Can you please tell me if the motions hearing will happen tomorrow as planned? If not, as your reply to Ms. Caskey indicates, I truly don't understand how my motion for reconsideration of the referral order can be completely ignored? I have also copied Ms. Carrigg to find out how this could happen.

Thank you,

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From: Huggins, Mona Denise [mailto:MHuggins@lex-co.com]
Sent: Friday, February 14, 2014 3:42 PM
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From: Huggins, Mona Denise <MHuggins@lex-co.com>
Sent: Wednesday, February 19, 2014 8:27 AM
To: Cathy Lanier; Caskey, Mary
Cc: Cleary, Joanna; Carrigg, Beth
Subject: RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al., Case No. 2013-CP-32-01709

Ms. Lanier:

When did you file the Motion for Reconsideration to the Referral?

Mona

From: Cathy Lanier [mailto:Cathy@tsisc.com]
Sent: Tuesday, February 18, 2014 9:09 PM
To: Huggins, Mona Denise; Caskey, Mary
Cc: Cleary, Joanna; Carrigg, Beth
Subject: RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al., Case No. 2013-CP-32-01709

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Can you please tell me if the motions hearing will happen tomorrow as planned? If not, as your reply to Ms. Caskey indicates, I truly don't understand how my motion for reconsideration of the referral order can be completely ignored? I have also copied Ms. Carrigg to find out how this could happen.

Thank you,

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Sent: Friday, February 14, 2014 3:42 PM
To: Cathy Lanier; Caskey, Mary
Cc: Cleary, Joanna
Subject: RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al., Case No. 2013-CP-32-01709

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Cc: Cleary, Joanna
Subject: RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al., Case No. 2013-CP-32-01709

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Please find attached hereto Ms. Caskey's letter of today's date regarding the upcoming motions roster.

Haynsworth Sinkler Boyd, P.A.

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About a week after the motions hearing. I also never received a copy of the order that was discussed that has been referred to in this email string. I can give you a date my request was clocked in as soon as I get back to my office.

Cathy

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Subject: RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al., Case No. 2013-CP-32-01709

Ms. Huggins:

To clarify my letter –the only pending motion of which I am aware is Plaintiff's Motion to Strike Defendant's Amended Answer. I am not aware of any motion to strike filed by Ms. Lanier, and it is not listed on the court's calendar for Wednesday, February 19th. Instead, the only motion listed is Plaintiff's Motion to Strike filed on January 22, 2014, a copy of which is attached.

Please let me know whether the hearing on Wednesday will move forward, as it appears to me that Judge Spence has jurisdiction over this case.

Mary

Haynsworth Sinkler Boyd, PA.
ATTORNEYS AND COUNSELORS AT LAW

Mary M. Caskey | Attorney | Haynsworth Sinkler Boyd, P.A.
1201 Main Street, 22nd Floor (29201) | Post Office Box 11889 (29211) | Columbia, South Carolina
Phone: 803.779.3080 | Fax: 803.765.1243 | Direct: 803.540.7870

website | bio | vCard | map | email | blog

From: Cathy Lanier [mailto:Cathy@tsisc.com]
Sent: Friday, February 14, 2014 1:01 PM
To: Cleary, Joanna; Huggins, Mona Denise (MHuggins@lex-co.com)
Cc: Caskey, Mary; 'JSPENCE@lex-co.com' (JSPENCE@lex-co.com)
Subject: RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al., Case No. 2013-CP-32-01709

I'm very confused. My motion was also to strike the reference order, so I assume that will be addressed in the Motions hearing on Wednesday? I believe it would be inappropriate to move to Judge Spence until that has been heard.

Cathy Lanier

From: Cleary, Joanna [mailto:jcleary@hsblawfirm.com]
Sent: Friday, February 14, 2014 11:54 AM
To: Huggins, Mona Denise (MHuggins@lex-co.com)
Cc: Caskey, Mary; Cathy Lanier; 'JSPENCE@lex-co.com' (JSPENCE@lex-co.com)
Subject: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al., Case No. 2013-CP-32-01709

Please find attached hereto Ms. Caskey's letter of today's date regarding the upcoming motions roster.

Haynsworth Sinkler Boyd, PA.
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this message, or in any attachment to this message, does not meet those requirements. Accordingly, any such tax advice was not intended or written to be used, and it cannot be used, for the purpose of avoiding federal tax penalties that may be imposed on you or for the purpose of promoting, marketing or recommending to another party any tax-related matters.

Cathy Lanier

From: Cathy Lanier
Sent: Wednesday, February 19, 2014 10:15 AM
To: Huggins, Mona Denise; Caskey, Mary
Cc: Cleary, Joanna; Carrigg, Beth
Subject: RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al., Case No. 2013-CP-32-01709

As best as I can determine, today's hearing was to hear the Plaintiff's Motion to strike the very motion it appears you folks cannot locate. It would seem unusual for the judge to be able to hear the Plaintiff's motion if he had not even seen the motion that initiated that counter. As soon as I can access my computer files, I can send you a copy of what I filed. I do not believe it is appropriate to go through with the referral to the Master's office, as this case involves non-equity related matters, and given the limited time in our last hearing, I was unable to make clear the issues. With the amended complaint and my request to reconsider the referral order, I believe I have made clear my concerns as to why the referral order was inappropriate, and logically, this matter should be heard again by the same judge, unless, of course, this court is in the habit of ignoring filed objections and requests for reconsideration and denying people their due process.

I would appreciate your thoughts on that, as it may determine whether or not I need to launch my own countersuit separately.

Thank you,

Cathy Lanier

From: Huggins, Mona Denise [mailto:MHuggins@lex-co.com]
Sent: Wednesday, February 19, 2014 9:53 AM
To: Cathy Lanier; Caskey, Mary
Cc: Cleary, Joanna; Carrigg, Beth
Subject: RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al., Case No. 2013-CP-32-01709

I have looked through what has been scanned into our system and I do not see the Motion for Reconsideration to the referral to the Master in Equity. I am in court at the moment. When I get a break, I will pull the file and look through to make sure something hasn't been missed.

But since the case is scheduled in front of the Master in Equity, you must submit your request for a continuance to his office.

I will let you know if I find something in the file.

Mona

From: Cathy Lanier [mailto:Cathy@tsisc.com]
Sent: Wednesday, February 19, 2014 9:39 AM
To: Huggins, Mona Denise; Caskey, Mary
Cc: Cleary, Joanna; Carrigg, Beth
Subject: RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al., Case No. 2013-CP-32-01709

Ms. Huggins,

Regardless of what is decided & where my request is, I must request a continuance for today's hearing anyway. Time Warner is repairing the Internet service lines near my office & I have no way to access my files & documents necessary for today's hearing if there is one. Would you please advise as to the proper protocol?

Thank you for your help.

Cathy

Cathy Lanier
Pardon brevity. Sent from my Samsung Galaxy S4.

-------- Original message --------
From: "Huggins, Mona Denise"
Date:02/19/2014 8:21 AM (GMT-05:00)
To: Cathy Lanier ,"Caskey, Mary"
Cc: "Cleary, Joanna" ,"Carrigg, Beth"
Subject: RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al., Case No. 2013-CP-32-01709

Ms. Lanier:

When did you file the Motion for Reconsideration to the Referral?

Mona

From: Cathy Lanier [mailto:Cathy@tsisc.com]
Sent: Tuesday, February 18, 2014 9:09 PM
To: Huggins, Mona Denise; Caskey, Mary
Cc: Cleary, Joanna; Carrigg, Beth
Subject: RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al., Case No. 2013-CP-32-01709

Ms. Huggins,

Can you please tell me if the motions hearing will happen tomorrow as planned? If not, as your reply to Ms. Caskey indicates, I truly don't understand how my motion for reconsideration of the referral order can be completely ignored? I have also copied Ms. Carrigg to find out how this could happen.

Thank you,

Cathy Lanier

From: Huggins, Mona Denise [mailto:MHuggins@lex-co.com]
Sent: Friday, February 14, 2014 3:42 PM
To: Cathy Lanier; Caskey, Mary
Cc: Cleary, Joanna
Subject: RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al., Case No. 2013-CP-32-01709

Order dated January 17, 2014 referred the case to the master. I will mark this off of my roster so that Judge Spence can hear any motions on this case from now on.

Thanks,

Mona

From: Cathy Lanier [mailto:Cathy@tsisc.com]
Sent: Friday, February 14, 2014 3:31 PM
To: Caskey, Mary; Huggins, Mona Denise
Cc: Cleary, Joanna
Subject: RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al., Case No. 2013-CP-32-01709

My motion to cancel the order of reference was included in the motion to amend, and amended answer I filed, for which you filed a motion to strike, Ms. Caskey.

Cathy Lanier

From: Caskey, Mary [mailto:mcaskey@hsblawfirm.com]
Sent: Friday, February 14, 2014 1:13 PM
To: Huggins, Mona Denise (MHuggins@lex-co.com)
Cc: Cathy Lanier; Cleary, Joanna
Subject: RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al., Case No. 2013-CP-32-01709

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Sent: Friday, February 14, 2014 1:01 PM
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Subject: RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al., Case No. 2013-CP-32-01709

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Sent: Friday, February 14, 2014 11:54 AM
To: Huggins, Mona Denise (MHuggins@lex-co.com)
Cc: Caskey, Mary; Cathy Lanier; 'JSPENCE@lex-co.com' (JSPENCE@lex-co.com)
Subject: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al., Case No. 2013-CP-32-01709

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Cathy Lanier

From: Cathy Lanier
Sent: Thursday, February 27, 2014 4:30 PM
To: Carrigg, Beth
Cc: Caskey, Mary (mcaskey@hsblawfirm.com)
Subject: Clarification for Case No. 2013-CP-32-01709
Attachments: Objection to Proposed Order.pdf

Ms. Carrigg,

I hope you can help sort out some things for me. On December 11, 2013, all parties to this case participated in a brief motions hearing where I raised serious questions about the standing of the Plaintiff to bring this case, and explained that the Plaintiff named in the original lawsuit was foreign to me until recently. I was still weeding through who was who at the time of that hearing, and felt that I would certainly need to amend my answer after learning more about who was attempting to sue me. However, due to the nature of the mass motions hearing, I was unable to make a clear case to the judge that he may not even possess the jurisdiction (because of the standing issue) to rule on this case in any way, except to dismiss it. He, therefore, indicated he was granting the Plaintiff their motion to strike my pleadings and to move the case to the equity court, even though I had raised issues of a non-equity nature, including potential fraud, contract violations, trust/SEC violations, etc.

I received a copy of a proposed order in the mail from Ms. Caskey's firm. Upon receiving that, on or about January 6, 2014, I filed the attached motion objecting to the proposed order, objecting to the order of reference to Judge Spence's court and requesting to amend my answer and including that amended answer. I pointed out why this case should not be removed to the equities-only court. I still do not believe, if someone would take the time to read the cases and law I have presented, that any of the courts in Lexington County possess jurisdiction to rule in any manner on this case due to the clear lack of standing of the Plaintiff.

I was noticed about a motions hearing that was to take place a week or so ago, and assumed we would hear my motion at that hearing. However, Ms. Caskey contacted your court and indicated that there was an order referring the case to Judge Spence, and the hearing was cancelled. I never received a copy of the final order, but asked why my motion was never even heard or considered. That appears to be a violation of my due process, and I believe is something that should concern you greatly. My last correspondence with the judge's assistant indicates that the document I filed on January 6 has been lost by your staff, and therefore was not considered for either the motions hearing or anything further. That, too, should be of great concern to you. I have just received a notice of a hearing scheduled for later in March, with Judge Spence, indicating that the Order of Reference has been honored, and my objection and motion to amend has been ignored – potentially because it remains lost.

So I am asking if you might research the paper trail and ensure that my motion/request is honored, and that we back up to consider my motion that might reverse the order of reference and proceeding as we are at this point. The records of Lexington County show nothing more than illegal documents as a final hour attempt at assignments which violate SEC and trust laws. Without clear standing and legal process by the Plaintiff, Lexington County courts have no jurisdiction in this matter. I'm certain if you connect the dots you will agree. But I am also certain to proceed to Judge Spence's court without first considering my objection to that referral and considering my very valid points is inappropriate.

Thank you for your assistance in this matter.

Cathy Lanier
Defendant

Cathy Lanier

From: Cathy Lanier
Sent: Monday, March 10, 2014 10:50 AM
To: SPENCE, JAMES; Shealy, Leslie
Cc: Caskey, Mary (mcaskey@hsblawfirm.com); Carrigg, Beth
Subject: Question about 2013-CP-32-01709

Judge Spence and Ms. Shealy,

As your office has been most helpful in the past in explaining what's going on and why, I'm hoping you can help me get some information on another case in which I'm involved, case number referenced in the Subject line. When the Plaintiff sued me, I had no earthly idea who the Plaintiff was, having never received the first communication from them before. So, during the 30 days I had to file an answer, I sent QWR's to all parties mentioned in hopes of getting to the bottom of it. Having received nothing by the time the answer was due, I filed a pretty generic answer, indicating that I had no idea who the Plaintiffs were, and reserved my rights to bring counterclaims as my discovery provided answers.

Some 60 or so days later, I received some responses from the various banks claiming ownership of the subject loan, and due to one of my letters having been re-routed to the successor of one of the banks, received a letter from them indicating who was the actual owner of the loan. It was not the Plaintiff named in this suit. Since that time, I have hired a forensic auditor to learn the true trail of securitization in this matter, and nothing he has turned up to date names the current Plaintiff as having anything to do with this loan. He should complete his audit within in the next few weeks, and we may be able to piece together what actually happened here, but it seems remote that anything he finds will include the current Plaintiff in the mix. If that is the case, it will also mean that this current Plaintiff has submitted false documents into the public record (bogus assignments), which, I believe is a Class 6 felony.

However, in December, Judge Russo held a motions hearing at which I attempted to present these issues with standing in support of my Motion to Dismiss, but in the "cattle call" format we were in, there was not ample time to present my case. The Plaintiff, however, was able to convince the Judge that they should be allowed to move forward, and to remove any at law counterclaims I had summarized (prior to completing my discovery to uncover what actually had happened), and granted their motion to refer the case to you as an equity-only case. It didn't appear to matter to the Judge that I was still in the process of learning who was suing me and trying to figure out why. I was held to having to state my specific counterclaims in the 30 day window provided for an answer, even though at the end of that time, I still didn't even know who the Plaintiff was, and was still engaged in attempting to learn that.

Upon receiving the proposed order resulting from this hearing, I entered into the record my objection to that proposed order, and submitted an amended answer listing the specific counterclaims I now believe to be valid. However, the next action by the Clerk of Court was setting a motions hearing with you to hear the Plaintiff's latest motion, which was in response to my objection. It appeared to me that this matter was inappropriately referred to your court, since my objection was to have the referral stricken so that I could preserve my at law counterclaims, potentially have a jury trial and expose the wrongdoing for all to see. However, upon my questioning both Judge Russo's staff and the Clerk of Court, I learned that my objection document had apparently gone missing, and had never been passed on to Judge Russo. He had approved the proposed order (which I was not served with until I pointed that out a week or so ago) without reviewing my objection or holding a hearing to discuss it. To date, I still don't know if they have located my objection and amended answer, as I sent Ms. Carrigg a scanned copy of my clocked in copy, but have yet to receive a response.

The last communication I received was something to set up a hearing, again with you, in this matter, but I believe my objection is still missing, and should, in all likelihood, be heard by the judge who approved the order to which I was objecting, especially since I objected to the order of referral also because this case is not equity-only.

At this point, quite frankly, I have no idea "who's on first?" I have misplaced the notice of hearing, which I believe was set for your court next week, but I still don't understand how my objection could be ignored. That would appear to subvert my right to due process. So, I am asking your help to learn the following:

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Is it appropriate for an objection to another judge's order to be heard by your court, or should that be heard by the judge who authored the order?
If, in fact, there is a Motions Hearing scheduled, can it be continued for a few weeks to give me time to get the audit I'm having done completed?

Thank you for any help you can provide. I'm just very confused, and particularly concerned that information I placed into the record can be "lost" and ignored even when it is pointed out and proven it was filed. I would be happy to provide you with my objection as well, if it still has not surfaced there at the courthouse.

Cathy Lanier
803-315-3636

Cathy Lanier

From: SPENCE, JAMES <JSPENCE@lex-co.com>
Sent: Monday, March 10, 2014 11:04 AM
To: Cathy Lanier
Cc: Shealy, Leslie; Dean Hayes
Subject: RE: Question about 2013-CP-32-01709

Once Ms. Shealy gets to file in work stack, she will send out hearing notice on any of our cases----not allowed to discuss anything else.

Thanks to all,

JOS

From: Cathy Lanier [mailto:Cathy@tsisc.com]
Sent: Monday, March 10, 2014 10:50 AM
To: SPENCE, JAMES; Shealy, Leslie
Cc: Caskey, Mary (mcaskey@hsblawfirm.com); Carrigg, Beth
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Cathy Lanier
803-315-3636

Cathy Lanier

From: Cathy Lanier
Sent: Monday, March 10, 2014 11:23 AM
To: SPENCE, JAMES
Cc: Shealy, Leslie; Caskey, Mary (mcaskey@hsblawfirm.com)
Subject: RE: Question about 2013-CP-32-01709

Thank you, Judge Spence. I'm copying this to Mary Caskey (not Dean Hayes) as she is counsel for the Plaintiff in this case.

I have already received a motions hearing notice, received directly from Ms. Carrigg's office I believe, but they don't appear to have it docketed, and I have misplaced that notice. Any information to allow me time to prepare would be appreciated.

Cathy Lanier

From: SPENCE, JAMES [mailto:JSPENCE@lex-co.com]
Sent: Monday, March 10, 2014 11:04 AM
To: Cathy Lanier
Cc: Shealy, Leslie; Dean Hayes
Subject: RE: Question about 2013-CP-32-01709

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Cathy Lanier
803-315-3636

Cathy Lanier

From: Shealy, Leslie <LShealy@lex-co.com>
Sent: Monday, March 10, 2014 12:32 PM
To: Cathy Lanier; SPENCE, JAMES
Cc: Caskey, Mary (mcaskey@hsblawfirm.com)
Subject: RE: Question about 2013-CP-32-01709

This is scheduled to be heard on Wednesday, March 19th @ 3:30pm.

Leslie

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Sent: Monday, March 10, 2014 12:32 PM
To: Cathy Lanier; SPENCE, JAMES
Cc: Caskey, Mary (mcaskey@hsblawfirm.com)
Subject: RE: Question about 2013-CP-32-01709

This is scheduled to be heard on Wednesday, March 19th @ 3:30pm.

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Sent: Monday, March 10, 2014 11:04 AM
To: Cathy Lanier
Cc: Shealy, Leslie; Dean Hayes
Subject: RE: Question about 2013-CP-32-01709

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Cc: Caskey, Mary (mcaskey@hsblawfirm.com); Carrigg, Beth
Subject: Question about 2013-CP-32-01709

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803-315-3636

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Cc: SPENCE, JAMES
Subject: FW: Bank of NY Mellon v Lanier/13-1709

Importance: High

Good morning all!

Please see the e-mail from Judge Spence. He will not grant a continuance until receiving the information requested.

Thanks!

Leslie

Leslie M. Shealy
Court Assistant II
Lexington County
Master-In-Equity Court
205 E. Main St., Suite 204
Lexington, SC 29072
Phone: (803) 785-8291
Fax: (803) 785-0609
E-mail: lshealy@lex-co.com

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To: Shealy, Leslie
Subject: Bank of NY Mellon v Lanier/13-1709

Leslie:

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Please forward message to all that I require Defendant to have the unidentified expert witness file affidavit stating (1) who they are (2) their area of expertise (3) what documents/task they have been ask to review/do and (4) time frame needed to complete.

Serve copies on Court and all parties .

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Attachments: Lanier Affidavit of Fact NOTARIZED.pdf; Esquivel's CV.pdf

Ms. Shealy,

Please show Judge Spence the attached affidavit. This is to be considered a draft until he completes the accompanying documentation, but it summarizes his qualifications and what he has been asked to review for us, as well as his overall findings. I have also attached his CV. He has asked us for 2 weeks to complete the accompanying documentation. I am out of Lexington today, but will be happy to deliver hard copy of his affidavit on Monday. I truly believe if we wait until he has completed the work he is doing for us, it will expedite matters and allow this case to be dealt with more efficiently.

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Phone: (803) 785-8291
Fax: (803) 785-0609
E-mail: lshealy@lex-co.com

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AFFIDAVIT OF JOSEPH R. ESQUIVEL JR.

I, Joseph R. Esquivel Jr, declare as follows:

1. I am over the age of 18 years and qualified to make this affidavit.

2. I am a licensed private investigator in the State of Texas, License # A18306.

3. I make this affidavit based on my own personal knowledge.

4. I make this affidavit in support of *Mortgage Compliance Investigators'* Chain Of Title Analysis & Mortgage Fraud Investigation prepared for Cathy G. Lanier regarding the Security Instrument and the real property located at 172 Belle Chase Dr., Lexington SC 29072, as referenced in the Lexington County Record.

5. I have no direct or indirect interest in the outcome of the case at bar for which I am offering my observations.

6. I am available for court appearances, in person or via telephone, for further clarification or explanation of the information provided herein, if necessary.

7. I have personal knowledge and experience in the topic areas related to the securitization of mortgage loans, derivative securities, the securities industry, real property law, Uniform Commercial Code practices, predatory lending practices, Truth in Lending Act requirements, loan origination and underwriting, accounting in the context of securitization and pooling and servicing of securitized loans, assignment and assumption of securitized loans, creation of trusts under deeds of trust, pooling and servicing agreements, issuance of asset-backed securities and specifically mortgage-backed securities by special purpose vehicles in which an entity is named as trustee for holders of certificates of mortgage backed securities, the economics of securitized residential mortgages, appraisal fraud and its effect on APR disclosure, the foreclosure process of securitized and non-securitized residential mortgages in both judicial and non-judicial states, and the various forms of foreclosure-related fraud.

8. I perform my research through the viewing of actual business records and Corporate/Trust Documents.

9. I use specialty licensed software ABS Net and other professional resources to view these records and documents.

10. I have the training, knowledge and experience to perform these searches and understand the meaning of these records and documents with very reliable accuracy.

11. My research through professional services and the viewing of actual business records and Corporate/Trust Documents, determined that an interest in the Cathy G. Lanier Mortgage Loan Instrument was sold sometime shortly after August 2, 2002 to multiple classes of the Structured Asset Mortgage Investments Inc. Mortgage Pass-Through Certificates Series 2002-AR4.

12. I have looked at a purported to be true and correct copy of a Note dated August 2, 2002, relating to that Security Instrument dated August 2, 2002. (see Exhibit "A" attached within)

    a. This copy of the Cathy G. Lanier Note shows an indorsement, in the form of an allonge to the Note, from Southstar Funding LLC DBA Capital Home Mortgage to Bank One National Association as Trustee. No principal is named

    b. This copy of the Cathy G. Lanier Note shows no other allonge or indorsement to any named payee.

13. The multiple classes of the Structured Asset Mortgage Investments Inc. Mortgage Pass-Through Certificates Series 2002-AR4 are not named in any way on the Cathy G. Lanier Note.

14. Chase Mortgage is not named or referenced in any way on the Cathy G. Lanier Note.

15. I have looked at a Mortgage dated August 2, 2002 pertaining to Cathy G. Lanier Note made to Southstar Funding LLC DBA Capital Home Mortgage in the amount of $582,250.00. (see Exhibit "B" attached within)

    a. The multiple classes of the Structured Asset Mortgage Investments Inc. Mortgage Pass-Through Certificates Series 2002-AR4 are not named in any way to the Cathy G. Lanier Mortgage.

    b. Structured Asset Mortgage Investments Inc. is not named in any way to the Cathy G. Lanier Mortgage.

16. I have looked at the Lexington County Record relating to the Cathy G. Lanier Mortgage dated August 2, 2002. The Lexington County Record shows an Assignment of Mortgage to JPMorgan Chase Bank, N.A.. (see Exhibit "C" attached within)

17. I have looked at the Lexington County Record relating to the Cathy G. Lanier Mortgage dated August 2, 2002. The Lexington County Record shows an South Carolina Assignment of Mortgage to The Bank of New York Mellon FKA The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for SAMI-2002-AR4. (see Exhibit "D" attached within)

18. I have looked at the Lexington County Record relating to the Cathy G. Lanier Mortgage dated August 2, 2002. The Lexington County Record shows an South Carolina Assignment of Mortgage to The Bank of New York Mellon FKA The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for SAMI-2002-AR4. (see Exhibit "E" attached within)

19. I have looked at the Lexington County Record relating to the Cathy G. Lanier Mortgage dated August 2, 2002. The Lexington County Record shows an Assignment of Mortgage to The Bank of New York Mellon FKA The Bank of New York as successor-in-interest to

JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for SAMI-2002-AR4 c/o EMC Mortgage LLC, its Successors and Assigns. (see Exhibit "F" attached within)

20. I have looked at the Lexington County Record relating to the Cathy G. Lanier Mortgage dated August 2, 2002. The Lexington County Record shows an Assignment of Mortgage to The Bank of New York Mellon FKA The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for SAMI-2002-AR4 c/o EMC Mortgage LLC, its Successors and Assigns. (see Exhibit "G" attached within)

The above statements are affirmed by me under penalty of perjury under the laws of the State of Texas to be true and correct to the best of my knowledge and belief, are based on my own personal knowledge, and I am competent to make these statements.

FURTHER THE AFFIANT SAYETH NAUGHT

By Joseph R Esquivel Executed on 3/12/2014

Joseph R Esquivel, Jr.
Private Investigator License # A18306
Mortgage Compliance Investigators

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

Subscribed and sworn before me, Jessica Rangel,
Notary Public, on this 12 day of March, 2014 by
Joseph Esquivel, Proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me. WITNESS my hand and official seal.

Jessica Rangel
Notary Public

JESSICA RANGEL
Notary Public, State of Texas
My Commission Expires
February 06, 2016

JOSEPH R. ESQUIVEL, JR.
Mortgage Compliance Investigators
7901 Cameron Road, Suite 317
Austin, TX
888-491-3741
joseph@mortgagecomplianceinvestigators.com

Pioneer in the field of Mortgage Backed Securities Investigation and Analysis ● Tenacious in discovering undisclosed documents and detailing through visual representations the significance of findings within the parameters of current statutory and case law ● Over 20 years' experience in project management and executive management

SUMMARY OF QUALIFICATIONS

- Developed a Chain of Title analysis following the often divergent paths of mortgages and notes.
- Analyze mortgages and notes, presenting hypothetical scenarios of: "What should have happened?" "What did happen?" and "What did not happen?" with detailed analysis of the consequence of each hypothetical.
- Developed clear and concise infographics to visually explain the complex procedure of mortgage securitization.
- Numerous publications on Mortgage Backed Securities.
- Industry recognized Video Seminars on Mortgage Backed Securities.

RELATED COMPUTER PROFICIENCY

- Securities and Exchange Commission EDGAR filing online research
- Bloomberg Financial Mortgage Securitization online research

PROFESSIONAL EXPERIENCE

Mortgage Compliance Investigators
PRESIDENT

- Provides a method and means to apply understanding and evaluate current documents pertaining to real property.
- Performs in-depth analysis of mortgage and note viability using Bloomberg L.P., ABS Net, MERS Corp. Website, SEC Edgar, SEC Website and other material research information.
- Tracks mortgage/note chain of title from origination to current disposition through analysis of court filings and securitization protocols.

In 2008 when the mortgage crisis implosion began, Nevada was one of the states hardest hit with residential foreclosures and bank repossessions. Seeing hundreds of families uprooted from their homes, Mr. Esquivel recognized early that there was something fundamentally wrong with the way mortgage lenders were preying on homeowners. Mr. Esquivel quickly identified and exposed the underlying weaknesses in the lenders' foreclosure process and these theories were later vindicated

by both State and Federal Courts. Understanding that the securitization of mortgages is the linchpin in defending against foreclosures, and recognizing the complexity of the mortgage securitization process, Mr. Esquivel developed the Chain of Title Analysis to assist homeowners with protecting their property. Mr. Esquivel continues to research and develop tools for the homeowner and offers educational seminars, online publications and video presentations.

PUBLICATIONS

- Who is Affected
- Fraud in the Factum
- Preparing for Battle with Competent Evidence
- Fighting for Your Rights
- Your Loan has Been Sold
- All Walks of Life
- An Illusion or Trickery
- Nemo Dat
- To Be or Not To Be
- The Iceberg Called MERS Part 1
- The Iceberg Called MERS Part 2
- The Iceberg Called MERS Part 3
- Essence of Time
- Mortgage Securitization Infographics/Flowcharts
- Requirements for Securitization (with MERS) of Fannie Mae Loans
- Requirements for Securitization (without MERS) of Fannie Mae Loans
- Requirements for Securitization (with MERS) of Fannie Mae Loan with Multiple Assignments
- Requirements for Securitization (with MERS) of Freddie Mac Loans
- Requirements for Securitization (without MERS) of Freddie Mac Loans
- Freddie Mac Tranche Trust Loan Securitization Diagram
- Requirements for Securitization (with MERS) of Ginnie Mae Loans
- Requirements for Securitization (without MERS) of Ginnie Mae Loans
- RMBS Dual Hypothetical Flowchart without Sponsor/Seller – No Assignment
- RMBS Dual Hypothetical Flowchart; Not in Default
- RMBS with MERS – No Sponsor/Seller
- RMBS with MERS – RMBS Loan Securitization (with MERS) Diagram
- RMBS without MERS – RMBS Loan Securitization Diagram
- RMBS without MERS – Multiple Assignments

VIDEO PRODUCTIONS

- RMBS Web-Based Seminar on Causes of Action Charts (http://www.youtube.com/watch?v=tlUCaq22oYo)
- Joe Esquivel Explains the little black box known as MERS (http://www.youtube.com/watch?v=apX43xqoaes)
- GSE Charts and Causes of Action Webinar (http://www.youtube.com/watch?v=KON9r5NwLQ4&feature=youtu.be)

INDUSTRY SEMINARS

- What is Chain of Title?
- Securitization
- Webinar for USR Attorneys on Foreclosure
- Chain of Indorsement vs. Chain of Title

Cathy Lanier

From: SPENCE, JAMES <JSPENCE@lex-co.com>
Sent: Friday, March 14, 2014 3:18 PM
To: Cathy Lanier; Shealy, Leslie; Caskey, Mary (mcaskey@hsblawfirm.com)
Subject: RE: Bank of NY Mellon v Lanier/13-1709

Please review and contact MIE office to set phone conference Monday to discuss.

Thanks to all,

JOS

From: Cathy Lanier [mailto:Cathy@tsisc.com]
Sent: Friday, March 14, 2014 2:14 PM
To: Shealy, Leslie; Caskey, Mary (mcaskey@hsblawfirm.com)
Cc: SPENCE, JAMES
Subject: RE: Bank of NY Mellon v Lanier/13-1709

Ms. Shealy,

Please show Judge Spence the attached affidavit. This is to be considered a draft until he completes the accompanying documentation, but it summarizes his qualifications and what he has been asked to review for us, as well as his overall findings. I have also attached his CV. He has asked us for 2 weeks to complete the accompanying documentation. I am out of Lexington today, but will be happy to deliver hard copy of his affidavit on Monday. I truly believe if we wait until he has completed the work he is doing for us, it will expedite matters and allow this case to be dealt with more efficiently.

Thank you,

Cathy Lanier

From: Shealy, Leslie [mailto:LShealy@lex-co.com]
Sent: Friday, March 14, 2014 11:53 AM
To: Caskey, Mary (mcaskey@hsblawfirm.com); Cathy Lanier
Cc: SPENCE, JAMES
Subject: FW: Bank of NY Mellon v Lanier/13-1709
Importance: High

Good morning all!

Please see the e-mail from Judge Spence. He will not grant a continuance until receiving the information requested.

Thanks!

Leslie

Leslie M. Shealy
Court Assistant II
Lexington County
Master-In-Equity Court
205 E. Main St., Suite 204
Lexington, SC 29072
Phone: (803) 785-8291
Fax: (803) 785-0609
E-mail: lshealy@lex-co.com

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From: SPENCE, JAMES
Sent: Friday, March 14, 2014 11:45 AM
To: Shealy, Leslie
Subject: Bank of NY Mellon v Lanier/13-1709

Leslie:

Just picked up a March 13, 2014 Def. Motion for Continuance for march 19, 2014 hearing.

Please forward message to all that I require Defendant to have the unidentified expert witness file affidavit stating (1) who they are (2) their area of expertise (3) what documents/task they have been ask to review/do and (4) time frame needed to complete.

Serve copies on Court and all parties .

JOS

Thanks to all

Cathy Lanier

From: Cathy Lanier
Sent: Friday, March 14, 2014 4:43 PM
To: Caskey, Mary; 'Shealy, Leslie'
Cc: 'FAIRCLOTH, GAIL'
Subject: RE: Bank of NY Mellon v Lanier/13-1709

803-315-3636.

Thank you,

Cathy

From: Caskey, Mary [mailto:mcaskey@hsblawfirm.com]
Sent: Friday, March 14, 2014 4:44 PM
To: 'Shealy, Leslie'; Cathy Lanier
Cc: 'FAIRCLOTH, GAIL'
Subject: RE: Bank of NY Mellon v Lanier/13-1709

Ms. Lanier: please provide me with the best number to reach you.

Thanks,
Mary

Mary M. Caskey
Haynsworth Sinkler Boyd, P. A.
803-540-7870

-HSB-

-----Original Message-----
From: Shealy, Leslie [LShealy@lex-co.com]
Sent: Friday, March 14, 2014 04:33 PM Eastern Standard Time
To: Caskey, Mary; Cathy Lanier (Cathy@tsisc.com)
Cc: FAIRCLOTH, GAIL; SPENCE, JAMES
Subject: RE: Bank of NY Mellon v Lanier/13-1709

Judge Spence is available at 3:00 Monday afternoon for a phone conference. I ask Ms. Caskey to initiate the call with our office once she has Mrs. Lanier on the line.

Thanks!

Leslie

Leslie M. Shealy
Court Assistant II
Lexington County
Master-In-Equity Court
205 E. Main St., Suite 204
Lexington, SC 29072
Phone: (803) 785-8291
Fax: (803) 785-0609
E-mail: lshealy@lex-co.com

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From: Caskey, Mary [mailto:mcaskey@hsblawfirm.com]
Sent: Friday, March 14, 2014 4:01 PM
To: Shealy, Leslie
Cc: Cathy Lanier (Cathy@tsisc.com)
Subject: FW: Bank of NY Mellon v Lanier/13-1709

Ms. Shealy:

I'm available any time on Monday for a conference.

Thank you,
Mary

Haynsworth Sinkler Boyd, P.A.
ATTORNEYS AND COUNSELORS AT LAW

Mary M. Caskey | Attorney | Haynsworth Sinkler Boyd, P.A.
1201 Main Street, 22nd Floor (29201) | Post Office Box 11889 (29211) | Columbia, South Carolina
Phone: 803.779.3080 | Fax: 803.765.1243 | Direct: 803.540.7870

website | bio | vCard | map | email

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Subject: RE: Bank of NY Mellon v Lanier/13-1709

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Sent: Friday, March 14, 2014 2:14 PM
To: Shealy, Leslie; Caskey, Mary (mcaskey@hsblawfirm.com)

Cc: SPENCE, JAMES
Subject: RE: Bank of NY Mellon v Lanier/13-1709

Ms. Shealy,

Please show Judge Spence the attached affidavit. This is to be considered a draft until he completes the accompanying documentation, but it summarizes his qualifications and what he has been asked to review for us, as well as his overall findings. I have also attached his CV. He has asked us for 2 weeks to complete the accompanying documentation. I am out of Lexington today, but will be happy to deliver hard copy of his affidavit on Monday. I truly believe if we wait until he has completed the work he is doing for us, it will expedite matters and allow this case to be dealt with more efficiently.

Thank you,

Cathy Lanier

From: Shealy, Leslie [mailto:LShealy@lex-co.com]
Sent: Friday, March 14, 2014 11:53 AM
To: Caskey, Mary (mcaskey@hsblawfirm.com); Cathy Lanier
Cc: SPENCE, JAMES
Subject: FW: Bank of NY Mellon v Lanier/13-1709
Importance: High

Good morning all!

Please see the e-mail from Judge Spence. He will not grant a continuance until receiving the information requested.

Thanks!

Leslie

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Court Assistant II
Lexington County
Master-In-Equity Court
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Phone: (803) 785-8291
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Sent: Friday, March 14, 2014 11:45 AM

To: Shealy, Leslie
Subject: Bank of NY Mellon v Lanier/13-1709

Leslie:

Just picked up a March 13, 2014 Def. Motion for Continuance for march 19, 2014 hearing.

Please forward message to all that I require Defendant to have the unidentified expert witness file affidavit stating (1) who they are (2) their area of expertise (3) what documents/task they have been ask to review/do and (4) time frame needed to complete.

Serve copies on Court and all parties .

JOS

Thanks to all

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Cathy Lanier

From: Caskey, Mary <mcaskey@hsblawfirm.com>
Sent: Monday, March 17, 2014 3:38 PM
To: Shealy, Leslie; SPENCE, JAMES
Cc: Cathy Lanier
Subject: RE: Bank of NY Mellon v Lanier/13-1709

Ms. Shealy and Judge Spence:

This email will confirm the results of the status conference earlier today that the hearing on March 19, 2014, at 3:30 is not necessary, as the motions at issue have been resolved as follows:

With respect to Plaintiff's Motion to Compel discovery responses from the Defendant, I will prepare and submit a proposed order granting Defendant until April 16, 2014, to respond to the discovery requests. Defendant has agreed to produce the documents related to her expert's review of the loan transaction at issue, and any other responsive documents she has concerning this case.

With respect to Plaintiff's Motion to Strike, no hearing is necessary at this time because the "Objection to Proposed Order" filed by Defendant, which contains the Amended Answer and Counterclaim that was the subject of Plaintiff's Motion is not a proper motion to amend Defendant's answer. No response from Plaintiff is required at this time.

Thank you and let me know if you have any questions.

Mary

Haynsworth Sinkler Boyd, PA
ATTORNEYS AND COUNSELORS AT LAW

Mary M. Caskey | Attorney | Haynsworth Sinkler Boyd, P.A.
1201 Main Street, 22nd Floor (29201) | Post Office Box 11889 (29211) | Columbia, South Carolina
Phone: 803.779.3080 | Fax: 803.765.1243 | Direct: 803.540.7870

website | bio | vCard | map | email

From: Shealy, Leslie [mailto:LShealy@lex-co.com]
Sent: Friday, March 14, 2014 11:53 AM
To: Caskey, Mary; Cathy Lanier
Cc: SPENCE, JAMES
Subject: FW: Bank of NY Mellon v Lanier/13-1709
Importance: High

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Thanks!

Leslie

Leslie M. Shealy
Court Assistant II
Lexington County
Master-In-Equity Court
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Phone: (803) 785-8291
Fax: (803) 785-0609
E-mail: lshealy@lex-co.com

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Sent: Friday, March 14, 2014 11:45 AM
To: Shealy, Leslie
Subject: Bank of NY Mellon v Lanier/13-1709

Leslie:

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Please forward message to all that I require Defendant to have the unidentified expert witness file affidavit stating (1) who they are (2) their area of expertise (3) what documents/task they have been ask to review/do and (4) time frame needed to complete.

Serve copies on Court and all parties .

JOS

Thanks to all

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be imposed on you or for the purpose of promoting, marketing or recommending to another party any tax-related matters.

Cathy Lanier

From: Cathy Lanier
Sent: Monday, March 17, 2014 5:11 PM
To: Caskey, Mary
Subject: RE: Bank of NY Mellon v. Lanier; proposed order

Thanks. I had located that too. Completely forgot I emailed it, and when they acted like they'd never seen it before, I thought it was lost in the annals of Lexington County. Happened to a very important document of mine once, so I guess I was hyper sensitive to that issue. The Clerk of Court has still not indicated she found it, so that emailed copy may be the only one around – I believe even Judge Russo's assistant told me it was not in the case folder. Hopefully Judge Spence will rectify that.

Cathy

From: Caskey, Mary [mailto:mcaskey@hsblawfirm.com]
Sent: Monday, March 17, 2014 3:04 PM
To: Cathy Lanier
Subject: FW: Bank of NY Mellon v. Lanier; proposed order

Ms. Lanier: Here's your objection, which was sent to the judge and his law clerk.

Mary

Haynsworth Sinkler Boyd, PA
ATTORNEYS AND COUNSELORS AT LAW

Mary M. Caskey | Attorney | Haynsworth Sinkler Boyd, P.A.
1201 Main Street, 22nd Floor (29201) | Post Office Box 11889 (29211) | Columbia, South Carolina
Phone: 803.779.3080 | Fax: 803.765.1243 | Direct: 803.540.7870

website | bio | vCard | map | email

From: Cathy Lanier [mailto:Cathy@tsisc.com]
Sent: Wednesday, January 08, 2014 3:25 PM
To: Caskey, Mary; 'trussolc@sccourts.org'; 'trussoj@sccourts.org'
Cc: Cleary, Joanna
Subject: RE: Bank of NY Mellon v. Lanier; proposed order

Please see attached objection and Amended Answer. It was filed on Monday in Lexington.

Thank you,

Cathy Lanier

From: Caskey, Mary [mailto:mcaskey@hsblawfirm.com]
Sent: Tuesday, December 31, 2013 11:47 AM
To: 'trussolc@sccourts.org'; 'trussoj@sccourts.org'
Cc: Cathy Lanier; Cleary, Joanna
Subject: Bank of NY Mellon v. Lanier; proposed order

RE: *The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al.*
Case No. 2013-CP-32-01709
HSB File No. 09150.0337

Judge Russo:

Per your ruling at the hearing in this matter on December 11th on Defendant's motion to dismiss, and Plaintiff's motion to strike Defendant's jury demand and counterclaims/affirmative defenses. If you have any questions, please let me know.

Thank you and Happy New Year.

Mary

Haynsworth Sinkler Boyd, P.A.
ATTORNEYS AND COUNSELORS AT LAW

Mary M. Caskey | Attorney | Haynsworth Sinkler Boyd, P.A.
1201 Main Street, 22nd Floor (29201) | Post Office Box 11889 (29211) | Columbia, South Carolina
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Cathy Lanier

From: Cathy Lanier
Sent: Monday, March 17, 2014 5:12 PM
To: Caskey, Mary; Shealy, Leslie; SPENCE, JAMES
Subject: RE: Bank of NY Mellon v Lanier/13-1709

Confirmed.

Cathy Lanier

From: Caskey, Mary [mailto:mcaskey@hsblawfirm.com]
Sent: Monday, March 17, 2014 3:38 PM
To: Shealy, Leslie; SPENCE, JAMES
Cc: Cathy Lanier
Subject: RE: Bank of NY Mellon v Lanier/13-1709

Ms. Shealy and Judge Spence:

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Thank you and let me know if you have any questions.

Mary

Haynsworth Sinkler Boyd, P.A.
ATTORNEYS AND COUNSELORS AT LAW

Mary M. Caskey | Attorney | Haynsworth Sinkler Boyd, P.A.
1201 Main Street, 22nd Floor (29201) | Post Office Box 11889 (29211) | Columbia, South Carolina
Phone: 803.779.3080 | Fax: 803.765.1243 | Direct: 803.540.7870

website | bio | vCard | map | email

From: Shealy, Leslie [mailto:LShealy@lex-co.com]
Sent: Friday, March 14, 2014 11:53 AM
To: Caskey, Mary; Cathy Lanier
Cc: SPENCE, JAMES
Subject: FW: Bank of NY Mellon v Lanier/13-1709
Importance: High

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Thanks!

Leslie

Leslie M. Shealy
Court Assistant II
Lexington County
Master-In-Equity Court
205 E. Main St., Suite 204
Lexington, SC 29072
Phone: (803) 785-8291
Fax: (803) 785-0609
E-mail: lshealy@lex-co.com

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Serve copies on Court and all parties .

JOS

Thanks to all

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Cathy Lanier

From: Caskey, Mary <mcaskey@hsblawfirm.com>
Sent: Monday, March 17, 2014 7:55 PM
To: SPENCE, JAMES
Cc: Shealy, Leslie; Cathy Lanier
Subject: RE: Bank of NY Mellon v Lanier/13-1709; proposed order
Attachments: 2246264-v1 Order granting motion to compel discovery responses.DOC

Judge Spence:

Thank you again for your time during the status conference. Per our discussion, attached is a proposed order concerning the motion compel.

Mary

Haynsworth Sinkler Boyd, P.A.
ATTORNEYS AND COUNSELORS AT LAW

Mary M. Caskey | Attorney | Haynsworth Sinkler Boyd, P.A.
1201 Main Street, 22nd Floor (29201) | Post Office Box 11889 (29211) | Columbia, South Carolina
Phone: 803.779.3080 | Fax: 803.765.1243 | Direct: 803.540.7870

website | bio | vCard | map | email | blog

From: Cathy Lanier [mailto:Cathy@tsisc.com]
Sent: Monday, March 17, 2014 5:12 PM
To: Caskey, Mary; Shealy, Leslie; SPENCE, JAMES
Subject: RE: Bank of NY Mellon v Lanier/13-1709

Confirmed.

Cathy Lanier

From: Caskey, Mary [mailto:mcaskey@hsblawfirm.com]
Sent: Monday, March 17, 2014 3:38 PM
To: Shealy, Leslie; SPENCE, JAMES
Cc: Cathy Lanier
Subject: RE: Bank of NY Mellon v Lanier/13-1709

Ms. Shealy and Judge Spence:

This email will confirm the results of the status conference earlier today that the hearing on March 19, 2014, at 3:30 is not necessary, as the motions at issue have been resolved as follows:

With respect to Plaintiff's Motion to Compel discovery responses from the Defendant, I will prepare and submit a proposed order granting Defendant until April 16, 2014, to respond to the discovery requests. Defendant has agreed to produce the documents related to her expert's review of the loan transaction at issue, and any other responsive documents she has concerning this case.

With respect to Plaintiff's Motion to Strike, no hearing is necessary at this time because the "Objection to Proposed Order" filed by Defendant, which contains the Amended Answer and Counterclaim that was the subject of Plaintiff's Motion is not a proper motion to amend Defendant's answer. No response from Plaintiff is required at this time.

Thank you and let me know if you have any questions.

Mary

Haynsworth Sinkler Boyd, P.A.
ATTORNEYS AND COUNSELORS AT LAW

Mary M. Caskey | Attorney | Haynsworth Sinkler Boyd, P.A.
1201 Main Street, 22nd Floor (29201) | Post Office Box 11889 (29211) | Columbia, South Carolina
Phone: 803.779.3080 | Fax: 803.765.1243 | Direct: 803.540.7870

website | bio | vCard | map | email

From: Shealy, Leslie [mailto:LShealy@lex-co.com]
Sent: Friday, March 14, 2014 11:53 AM
To: Caskey, Mary; Cathy Lanier
Cc: SPENCE, JAMES
Subject: FW: Bank of NY Mellon v Lanier/13-1709
Importance: High

Good morning all!

Please see the e-mail from Judge Spence. He will not grant a continuance until receiving the information requested.

Thanks!

Leslie

Leslie M. Shealy
Court Assistant II
Lexington County
Master-In-Equity Court
205 E. Main St., Suite 204
Lexington, SC 29072
Phone: (803) 785-8291
Fax: (803) 785-0609
E-mail: lshealy@lex-co.com

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From: SPENCE, JAMES
Sent: Friday, March 14, 2014 11:45 AM
To: Shealy, Leslie
Subject: Bank of NY Mellon v Lanier/13-1709

Leslie:

Just picked up a March 13, 2014 Def. Motion for Continuance for march 19, 2014 hearing.

Please forward message to all that I require Defendant to have the unidentified expert witness file affidavit stating (1) who they are (2) their area of expertise (3) what documents/task they have been ask to review/do and (4) time frame needed to complete.

Serve copies on Court and all parties .

JOS

Thanks to all

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STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

Case No. 2013-CP-32-01709

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-Interest to JPMorgan Chase Bank. N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4,

Plaintiff,

vs.

Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank,

Defendants.

ORDER GRANTING PLAINTIFF'S MOTION TO COMPEL DISCOVERY RESPONSES

This matter comes before the Court on Plaintiff's Motion to Compel Defendant Cathy G. Lanier ("Defendant") to respond to Plaintiff's First Requests to Admit, First Requests for Production, and First Set of Interrogatories (collectively "Discovery Requests"). In response to the Motion, Defendant requested a continuance in order to allow her proposed expert, Joseph R. Esquivel, Jr., additional time to prepare a report and to review additional documents. Defendant also sought a continuance due to time restraints arising from her involvement in another civil action. A telephone conference was held on March 17, 2014, and Plaintiff appeared through its attorney, Mary M. Caskey, and Defendant appeared *pro se*. During the status conference, Plaintiff and Defendant resolved the Motion and Defendant has agreed to respond to the Discovery Requests no later than April 16, 2014. Defendant will produce all documents related

to Mr. Equivel's review of the loan that is the subject of this foreclosure action and provide complete responses to the Discovery Requests. The Court has confirmed that the discovery period in this case has commenced as provided by the South Carolina Rules of Civil Procedure, and Defendant shall not object to the Discovery Requests as premature.

IT IS THEREFORE ORDERED that the Defendant is hereby required to fully respond to the Discovery Requests no later than April 16, 2014.

AND IT IS SO ORDERED.

_____

_____, 2014

_____

The Honorable James O. Spence
Master in Equity, Lexington County

FINAL WRITTEN REQUEST FOR INFORMATION FOR ALLEGED DEBT

Exhibit N

Cathy G. and Randy D. Lanier
172 Belle Chase Drive
Lexington, SC 29072
Date: 5/23/11

RESPONDENTS:

Frank J. Bisignano, Chief Administrative Officer and Home Lending EMC Mortgage/JP Morgan Chase Bank N.A. 270 Park Avenue New York, NY 10017-2070 USPS Certified Mail #	**James Dimon**, Chairman & CEO EMC Mortgage/JP Morgan Chase Bank N.A. 270 Park Avenue New York, NY 10017-2070 USPS Certified Mail #	**MERS/MORTGAGE ELECTRONIC REGISTRATION SYSTEMS** 1818 Library Street, Suite 300 Reston, VA 21090 USPS Certified Mail #

CC: Copies For Record

RE: Cathy G. Lanier / Randy D. Lanier / Loan No. 22662126

Gentlemen:

We are in receipt of the letters generated by EMC Mortgage/JP Morgan Chase Bank N.A. or its agents. We have not heard directly from any principle or agent from EMC Mortgage/JP Morgan Chase Bank N.A. with proper responses to questions referencing Alleged Loan/Debt. No. 22662126. We write this Qualified Written Request (QWR) in an attempt to obtain and view certain documentation and proof that Branch Banking and Trust Corporation has standing to enforce the Original Promissory Note and collect payments regarding loan no. 22662126. This is our final written request for information concerning the above-referenced loan. This letter is a qualified written request (QWR), pursuant to the Real Estate Settlement and Procedures Act (RESPA), 12 U.S.C. § 2605(e).

We, Cathy G. Lanier and Randy D. Lanier, request as part of this qualified written request (QWR) answers to questions as follows:

1) Please provide the date EMC Mortgage/JP Morgan Chase Bank N.A. began to service the note and a list of all previous servicers.
2) Did EMC Mortgage/JP Morgan Chase Bank N.A. purchase this alleged debt/Promissory Note from any other entity?
3) Regarding copies of "Mortgage Note," were any additional endorsements performed (on front or back sides) after original execution?
4) Is EMC Mortgage/JP Morgan Chase Bank N.A. the current holder in due course of the mortgage note referenced by account number 22662126? If not, please provide holder in due course for referenced loan name, and their address and telephone number.
5) If EMC Mortgage/JP Morgan Chase Bank N.A. is holder of "Original Promissory Note," when and where may it be viewed for verification?
6) Is the "Original Promissory Note" a negotiable instrument?
    a. Has the note ever been assigned/transferred/sold?
    b. Was the paper "Original Promissory Note" converted into electronic form?
7) Is there a "Pooling and Servicing" Agreement? Please provide Cusip number.
8) Has the note been used as collateral in any interest/principal split investment vehicles? Provide the name(s) of vehicle.
9) Provide copies of all "Pooling and Servicing" Agreements.
10) Provide all Exhibits for the investment vehicles that describe the collateral pool that contain notes/enotes.
11) Please provide a copy of all servicing agreements (master, sub-servicing, contingency, specialty, and back-up) pertaining to this account.
12) Are all sell/purchase/negotiations/assignments recorded in local county records offices? Please provide certified copies.

NOTICE TO AGENT NOTICE TO PRINCIPAL / NOTICE TO PRINCIPAL NOTICE TO AGENT
2 PAGE DOCUMENT

FINAL WRITTEN REQUEST FOR INFORMATION FOR ALLEGED DEBT

13) Please provide all payment history, including escrow, interest and fees associated with this account from Closing.

We hereby dispute all late fees, charges, inspection fees, property appraisal fees, forced placed insurance charges, legal fees, and corporate advances charged to this account. Additionally, I believe my account is in error. Pursuant to 12 U.S.C. § 2605(e), you are hereby notified that placing any negative coding on my credit report before responding to this letter is a violation of RESPA and the FCRA. Your organization will be subject to civil liability if negative coding appears for this account before a response to this QWR is issued to me. Please provide me confirmation that you have received this QWR within 20 days, as required under 12 U.S.C. § 2605(e). Thereafter, please respond to these questions within 60 days of receipt of this letter, also as required under 12 U.S.C. § 2605(e).

This written communication constitutes due process notice for being heard. Absent compliance with all requirements set forth herein debt collector and/or Alleged Creditor, are barred from using any defenses of immunity from prosecution for debt collectors and/or Alleged Creditors acts, actions and omissions, including its/their principals, agents, assigns, employees and the like.

Advisory Note: "Fair Debt Collection Practices Act" [15 U.S.C. § 1692 et seq.] states in relevant part: "A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt," which includes "the false representation of the character, or legal status of any debt," as well as "the threat to take any legal action that cannot be legally taken," all of which constitute violations of law.

[15 U.S.C. § 1692e(8)] states: "Communicating or threatening to communicate to any person credit information which is known or which should be known to be false, including failure to communicate that a disputed debt is disputed, is a violation of § 1692e.

Until the alleged debt is verified in accord with the "Fair Debt Collection Practices Act" and said verification is sent to consumer, whose contact information is Cathy Lanier and Randy Lanier, 172 Belle Chase Drive, Lexington, SC 29072, each and every contact received by Cathy and Randy Lanier, and any and all information which is not removed from the Credit Reporting Agency, constitutes harassment, slander of credit, defamation of character, creating a false public record by use of mails and wire communications, with intent to obstruct lawfully communicated information, and are subject to liability for damages, as well as statutory damages, including any and all legal costs, or fees incurred for each and every violation. Due process of law is guaranteed for the consumer at debt collected and/or Alleged Creditor's Office of Risk Management and is codified in [18 U.S.C. §§ 4, 241, 241 1963] and at [15 U.S.C. § 1692 et seq.] and elsewhere.

Regards,

Cathy G. Lanier Randy D. Lanier

WITNESS my hand and official seal.

_____ _____

NOTARY PUBLIC DATE

My commission expires: _____

[Note: Notary Public subscribed above is not an attorney licensed to practice law in the State of South Carolina and has not given legal advice or accepted fees for legal advice; Notary Public subscribed above, is NOT a party to this action and is ONLY acting in an authorized capacity as liaison and witness to communications between parties as provided by State of South Carolina statute.]

NOTICE TO AGENT NOTICE TO PRINCIPAL / NOTICE TO PRINCIPAL NOTICE TO AGENT
2 PAGE DOCUMENT

Chase (OH4-7302)
3415 Vision Drive
Columbus , OH 43219-6009
(800) 848-9136
(800) 848-9136

Cathy G. Lanier
172 Belle Chase Drive
Lexington, SC 29072

Chase (OH4-7302)
3415 Vision Drive
Columbus, OH 43219-6009

CHASE

July 01, 2013

Cathy G. Lanier
172 Belle Chase Drive
Lexington, SC 29072

Verification of debt for mortgage loan ******5050
Borrower(s): Cathy G. Lanier

Dear Cathy G. Lanier:

We are writing in response to the letter we received on June 28, 2013 about your mortgage loan account above.

We have enclosed copies of the Note and Security Instrument that were signed at the origination of this loan. Our understanding is that this loan is a valid and legally enforceable financial obligation with JPMorgan Chase Bank, N.A. ("Chase").

We have enclosed copies of the following documents about your loan:

- Loan Transaction History
- Note
- Security Instrument
- Appraisal
- Truth-in-Lending
- Good Faith Estimate
- Escrow Disclosure Statements

Any information requested that we did not include is either unavailable or considered confidential.

As of the date of this letter, our records show the following details about this account:

Unpaid Principal Balance	$537,182.20
Accrued Interest from 8/1/2010 to 7/1/2013	$42,845.40
Escrow Advances	$13,959.16
Other Fees and Advances	$1,051.30
Subtotal	$595,038.06
Suspense Amount	$1,200.00
Total	$593,838.06

**Please note that the total above is not a payoff quote. Accrued interest, fees, corporate and escrow advances, payments received, and other charges may have been assessed or credited to the loan since the date of this letter.*

To further understand your credit dispute, please send us detailed information that includes the specific month and year in dispute, along with your loan number and any supporting documentation, to the following address:

Chase (OH4-7302)
P.O. Box 24696
Columbus, OH 43224-0696

Information regarding the Mortgage Electronic Registration Systems (MERS) can be located on the MERS website at http://www.mersinc.org/. The MIN number for this account is 1001908 3610016002 2 and was registered on March 10, 2012.

It is our position that Chase has addressed your correspondence in a manner that complies with the Real Estate Settlement Procedures Act and Regulation X. We are not required to produce the original note which will remain in our possession in accordance with applicable record retention requirements.

Accounting and Servicing Systems

- The information requested under this section is confidential and cannot be provided.

Debits and Credits

- Some of the information requested under this section is either confidential or unavailable and cannot be provided.

Mortgage and Assignments

- Chase is the servicer of this mortgage loan.
- Any assignment of the Security Instrument, previous sellers, purchasers, assignors, and assignees would be a matter of public record. Please review public record for this information.

Attorney Fees

- Please refer to the enclosed Loan Transaction History for any questions about attorneys' fees.
- Please refer to the enclosed copy of the Security Instrument for any questions regarding the applicability or nature of attorneys' fees, or our ability to assess and collect attorneys' fees.
- No interest has been charged on any attorneys' fees which may or may not have been assessed to this account. We do not charge interest on any type of fees which may or may not have been assessed to this account.
- Some of the information requested under this section is either confidential or unavailable and cannot be provided.

Suspense/Unapplied Accounts

- For questions under this section, please refer to the enclosed Loan Transaction History.

Late Fees

- Please refer to the enclosed Loan Transaction History for any questions about late charges assessed or collected.

applicability or nature of late charges, or our ability to assess and collect late charges.

Property Inspections

- Please refer to the enclosed Loan Transaction History for any questions about inspection fees assessed or collected.
- Please refer to the enclosed copy of the Security Instrument for any questions about the applicability or nature of property inspection fees, and our ability to conduct property inspections and assess and collect fees for property inspections.

BPO Fees

- Please refer to the enclosed Loan Transaction History for any questions about fees assessed or collected in connection with any Broker's Price Opinion (BPO) that may have been ordered by Chase.
- Please refer to the enclosed copy of your Security Instrument for any questions about the nature and applicability of BPO fees, and our ability to obtain a BPO on the property, or to assess and collect BPO fees.

Forced-Placed Insurance

- No force-placed insurance policy has been purchased for this loan.

Servicing Questions

- Any assignment of the Security Instrument, previous sellers, purchasers, assignors, and assignees would be a matter of public record. Please review public record for this information.
- The investor for this loan is The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4, 101 Barclay Street, Floor 4W, New York, NY 10286.
- Some of the information requested under this section is either confidential or unavailable, and cannot be provided.

If you have questions, please call us at the telephone number listed below.

Sincerely,

Chase
(800) 848-9136
(800) 582-0542 TDD / Text Telephone
www.chase.com

Enclosures

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation.

Chase is obligated to report accurate information to the credit bureaus and will continue to do so. Late payments, missed payments, or other defaults on the account may be reflected in your credit report. This letter shall not be deemed to be a waiver of any rights or remedies, which are expressly

Summary Appraisal Report — Property Description

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. C021386

SUBJECT

Property Address 172 Belle Chase Drive | City Lexington | State SC | Zip Code 29072
Legal Description Lot 19, Belle Chase | County Lexington
Assessor's Parcel No. 3428-1-19 | Tax Year 2001 | R.E. Taxes $ 5,200.00 | Special Assessments $ 0.00
Borrower Cathy Lanier | Current Owner Jacobsen | Occupant: [Y] Owner [ ] Tenant [ ] Vacant
Property rights appraised [Y] Fee Simple [ ] Leasehold | Project Type [X] PUD [ ] Condominium (HUD/VA only) | HOA $ /Mo.
Neighborhood or Project Name Belle Chase | Map Reference 3428-1-19 | Census Tract 210.05
Sale Price $ 685,000 | Date of Sale 7/2/2002 | Description and $ amount of loan charges/concessions to be paid by seller 0.00
Lender/Client Capital Home Mortgage | Address 400 Northridge Road, Suite 130, Atlanta, GA 30350
Appraiser HF Chip Holton, Jr | Address Holton Appraisal 2821 Ashland Road, Suite G, Columbia, SC 29210

NEIGHBORHOOD

Location	[ ] Urban	[X] Suburban	[ ] Rural	Predominant occupancy	Single family housing PRICE $(000)	AGE (yrs)	Present land use %	Land use change	
Built up	[X] Over 75%	[ ] 25-75%	[ ] Under 25%	[X] Owner 95	300 Low	New	One family 75	[ ] Not likely [ ] Likely	
Growth rate	[ ] Rapid	[X] Stable	[ ] Slow	[ ] Tenant	2,000 High	10	2-4 family	[X] In process	
Property values	[ ] Increasing	[X] Stable	[ ] Declining	[X] Vacant (0-5%)	Predominant		Multi-family	To: From Vacant to	
Demand/supply	[ ] Shortage	[X] In balance	[ ] Over supply	[ ] Vac.(over 5%)	600	5	Commercial	Single Family Res.	
Marketing time	[ ] Under 3 mos.	[X] 3-6 mos.	[ ] Over 6 mos.				Vacant 25		

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood boundaries and characteristics: North by Lake Murray, South by Highway 1, East by Hwy 6 and West by Wise Ferry Road.

Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):
The subject is located in the Belle Chase subdivision approximately 1 mile north of Lexington. Schools, shopping, employment and most amenities are conveniently located. Belle Chase is an existing subdivision. No new construction observed. Common areas are located at the entrance and are maintained by the homeowners association.

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):
Supply and demand appear to be in balance. Some areas of Columbia real estate market appear fluctuating, however, overall outlook is positive. Competitive loan programs exist.

PUD

Project information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? [ ] Yes [X] No
Approximate total number of units in the subject project 32 | Approximate total number of units for sale in the subject project 4
Describe common elements and recreational facilities: Common areas.

SITE

Dimensions No plat Provided
Site area 1.01 Acres | Corner Lot [ ] Yes [X] No
Specific zoning classification and description R1/Single Family Res.
Zoning compliance [X] Legal [ ] Legal nonconforming (Grandfathered use) [ ] Illegal [ ] No zoning
Highest & best use as improved: [X] Present use [ ] Other use (explain)

Utilities	Public	Other	Off-site Improvements	Type	Public	Private
Electricity	[X]		Street	Asphalt	[X]	[ ]
Gas	[X]		Curb/gutter	Concrete	[X]	[ ]
Water	[X]		Sidewalk	None	[ ]	[ ]
Sanitary sewer	[ ]	Septic Tank	Street lights	Yes	[X]	[ ]
Storm sewer	[X]		Alley	None	[ ]	[ ]

Topography	Gently Sloping
Size	Typical of Area
Shape	Mostly Rectangular
Drainage	Appears Adequate
View	Gd/Other Homes
Landscaping	Good/Grass/Shrubs
Driveway Surface	Concrete
Apparent easements	None Adverse
FEMA Special Flood Hazard Area	[ ] Yes [X] No
FEMA Zone	C
Map Date	6-15-81
FEMA Map No.	450129-0125-B

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): No adverse easements or encroachments were noted. Typical utility easements exist.

DESCRIPTION OF IMPROVEMENTS

GENERAL DESCRIPTION		EXTERIOR DESCRIPTION		FOUNDATION		BASEMENT		INSULATION	
No. of Units	1	Foundation	BrCurtWall	Slab	No	Area Sq. Ft.	1,061	Roof	
No. of Stories	3	Exterior Walls	Brick Veneer	Crawl Space	No	% Finished	0	Ceiling	X
Type (Det./Att.)	Detached	Roof Surface	Comp.Shingles	Basement	Yes	Ceiling		Walls	X
Design (Style)	Traditional	Gutters & Dwnspts.	Aluminum	Sump Pump	No	Walls		Floor	X
Existing/Proposed	Existing	Window Type	DH/AC IG	Dampness	No Evidence	Floor	Concrete	None	
Age (Yrs.)	1999	Storm/Screens	InsGlass	Settlement	No Evidence	Outside Entry	No	Unknown	
Effective Age (Yrs)	3	Manufactured House	No	Infestation	No Evidence		Full Height/Unfin		Ins Windows

ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq. Ft.
Basement											Unfin	1,061
Level 1							1	1	1.5		Office	1,470
Level 2	X	1	1	1	1	1		1	1.5	X	Library	3,344
Level 3							1	3	2.5			2,417

Finished area above grade contains: 12 Rooms; 6 Bedroom(s); 6.5 Bath(s); 7,231 Square Feet of Gross Living Area

INTERIOR	Materials/Condition	HEATING		KITCHEN EQUIP.		ATTIC		AMENITIES		CAR STORAGE:	
Floors	Hdwd/Cpt/Good	Type	FWA/Hp	Refrigerator	[X]	None	[ ]	Fireplace(s) #	2-Firee [X]	None	[ ]
Walls	Drywall/Good	Fuel	Gas/Elec	Range/Oven	[X]	Stairs	[ ]	Patio	LgConcrete [X]	Garage	# of cars
Trim/Finish	Wood/Good	Condition	Satisfact	Disposal	[X]	Drop Stair	[X]	Deck	Lg Wood [X]	Attached	2-Att Gar
Bath Floor	CTile/Good	COOLING		Dishwasher	[X]	Scuttle	[X]	Porch	288 sf Scr [X]	Detached	
Bath Wainscot	CTile/Fiber/Gd	Central	Yes	Fan/Hood	[ ]	Floor	[X]	Fence	[ ]	Built-In	2+BltInGar
Doors	6Panel/Good	Other	None	Microwave	[X]	Heated	[ ]	Pool	[ ]	Carport	
Appears in Good Condition		Condition	Satisfact	Washer/Dryer		Finished		SpSys,SecSys,Int	[X]	Driveway	2

COMMENTS

Additional features (special energy efficient items, etc.): 1061 sf unfinished area on lower level, 1202 sf lower level garage plus two car attached garage. Quality construction with two story coffered ceiling in LR, tray clg in MBr, Corian countertops, hardwood floors.

Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: No needed repairs were noted. No functional or external obsolescence was observed. Physical depreciation is based on the age and condition of the structure.

Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property.: None known of by appraiser.

Form UA2 — "TOTAL for Windows" appraisal software by a la mode, inc. — 1-800-ALAMODE

Valuation Section

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. C021386

COST APPROACH

ESTIMATED SITE VALUE	= $ 80,000	Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): Cost figures obtained from Marshall/Swift Valuation Service. Land value estimated from similar land sales in the area.
ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:		
Dwelling 7,232 Sq. Ft. @$ 82.00	= $ 593,024	
1,061 Sq. Ft. @$ 30.00	= 31,830	
FPs,ScrPorch,Patio,Deck,WP,LwrGar	= 54,628	
Garage/Carport 508 Sq. Ft. @$ 26.00	= 13,208	
Total Estimated Cost New	= $ 692,690	EST REL - 58 Years.
Less Physical / Functional / External		
Depreciation 34,635	=$ 34,635	
Depreciated Value of Improvements	=$ 658,055	
"As-Is" Value of Site Improvements	=$ 25,000	
INDICATED VALUE BY COST APPROACH	=$ 763,055	

SALES COMPARISON ANALYSIS

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	172 Belle Chase Drive Lexington	131 Belle Chase Drive Lexington		459 Greenetree Lane Lexington		232 Secret Cove Drive Lexington	
Proximity to Subject		0.22 miles		1.42 miles		0.55 miles	
Sales Price	$ 685,000	$ 600,000		$ 606,000		$ 799,000	
Price/Gross Living Area	$ 94.72 ft²	$ 109.09 ft²		$ 136.83 ft²		$ 123.78 ft²	
Data and/or Verification Source	Inspection Contract	CMLS and Agent Ext. Inspection		CML/Agent Ext.Inspection		CML/Agent Ext. Inspection	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjust.	DESCRIPTION	+(-)$ Adjust.	DESCRIPTION	+(-)$ Adjust.
Sales or Financing Concessions		Cash-Buyer Pd CC		Conv-Buyer Pd CC		Conv-Buyer Pd CC	
Date of Sale/Time		05/23/2002		07/15/2002		06/01/2001	
Location	Belle Chase	Belle Chase		HarborPlace		Secret Cove	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	VGd/1.01Acres	VGd/1.03Acres		VG/.52 Acres		VG/.52 Acres	
View	Gd/Other Homes	Gd/Other Homes		VGd/LakeMurray	-50,000	Ex/LakeMurray	-75,000
Design and Appeal	Traditional	Traditional		Traditional		Traditional	
Quality of Construction	VGd/BV	Gd/BV	+20,000	Gd/BV	+20,000	Gd/Hardipl	+15,000
Age	1999	1998		1998		1998	
Condition	Good	Good		Good		Good	
Above Grade Room Count	Total Bdrms Baths 12 5 5.5	Total Bdrms Baths 10 5 4.5	+2,000	Total Bdrms Baths 10 5 4.5	+2,000	Total Bdrms Baths 12 5 5.5	
Gross Living Area	7,232 Sq. Ft.	5,500 Sq. Ft.	+86,600	4,429 Sq. Ft.	+140,200	6,455 Sq. Ft.	+38,900
Basement & Finished Rooms Below Grade	1,061sfUnf Basement	None None	+21,200	None None	+21,200	2000 sf Unf Basement	-18,800
Functional Utility	Good	Good		Good		Good	
Heating/Cooling	Htpump/Central	Htpump/Central		Htpump/Central		Htpump/Central	
Energy Efficient Items	Ins Windows	Ins Windows		Ins Windows		Ins Windows	
Garage/Carport	2-Att/2-BltinGar	3-Garage	+10,000	2-Garage	+15,000	3-Garage	+10,000
Porch, Patio, Deck, Fireplace(s), etc.	Pch,ScrPch,Dk 2-Fireplaces	CvPch,Patio 1-Fireplace	+10,000 +5,000	Pch,ScrPch,Dk 1-Fireplace	+5,000	Pch,ScrPch,Dk 2-Fireplaces	
Fence, Pool, etc.	WP,SpSys,ScS,I	WP,ScS,Cvac		WP,SpSys,ScS,I		WP,SpSys,ScS,I	
Appliances	BltinAppliances	BltinAppliances		BltinAppliances		BltinAppliances	
Net Adj. (total)		☒ + ☐ - $	154,800	☒ + ☐ - $	153,400	☐ + ☒ - $	29,900
Adjusted Sales Price of Comparable		Net 25.8 % Gross 25.8 % $	754,800	Net 25.3 % Gross 41.8 % $	759,400	Net 3.7 % Gross 19.7 % $	769,100

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): The sales used in the appraisal are considered the most recent and most similar of all sales researched. Sale #1 is a recent sale in Belle Chase and is given most weight in the appraisal. Sales #2 and #3 are located on Lake Murray nearby. Proper adjustments have been made for lake frontage. Sales used are considered the best of all sales located in the subject area. Size adjustment is based on $50/sf.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data Source, for prior sales within year of appraisal	No sales in Past 12 Months PubRecords	No Sales In Past 12 Months Public Records	No Sales In Past 12 Months Pub.Records	New Home-No Previous Sales Public Records

Analysis of any current agreement of sale, option, or listing of subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: The subject is presently under contract for $685,000.

RECONCILIATION

INDICATED VALUE BY SALES COMPARISON APPROACH $ 760,000

INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent $ _____ /Mo. x Gross Rent Multiplier _____ = $ _____

This appraisal is made ☒ "as is" ☐ subject to the repairs, alterations, inspections or conditions listed below ☐ subject to completion per plans & specifications.

Conditions of Appraisal: Appraisal assumes all mechanical systems are in working order and house is free of any termite damage.

Final Reconciliation: The Sales Comparison Approach has been given most weight and is adequately supported by the Cost Approach. The Income Approach is not considered applicable in this market and has been excluded.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/FNMA form 1004B (Revised 6-93).

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF 07/23/2002 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE $ 760,000

APPRAISER	SUPERVISORY APPRAISER (ONLY IF REQUIRED):
Signature:	Signature ☐ Did ☐ Did Not Inspect Property
Name HF Chip Holton, Jr	Name
Date Report Signed July 24, 2002	Date Report Signed
State Certification # State	State Certification # State
Or State License # L-597 State SC	Or State License # State

Form UA2 — "TOTAL for Windows" appraisal software by a la mode, inc. — 1-800-ALAMODE

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.

6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.

9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.

10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.

2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.

3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.

4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.

5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.

6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.

7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.

8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.

9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 172 Belle Chase Drive, Lexington, SC 29072

APPRAISER:	**SUPERVISORY APPRAISER (only if required):**
Signature: HFCWAHJ	Signature:
Name: HF Chip Holton, Jr	Name:
Date Signed: July 24, 2002	Date Signed:
State Certification #:	State Certification #:
or State License #: L-597	or State License #:
State: SC	State:
Expiration Date of Certification or License: 6/30/03	Expiration Date of Certification or License:

¦ ¦ Did ¦ ¦ Did Not Inspect Property

Subject Photo Page

Borrower/Client Cathy Lanier			
Property Address 172 Belle Chase Drive			
City Lexington	County Lexington	State SC	Zip Code 29072
Lender Capital Home Mortgage			

Subject Front
172 Belle Chase Drive

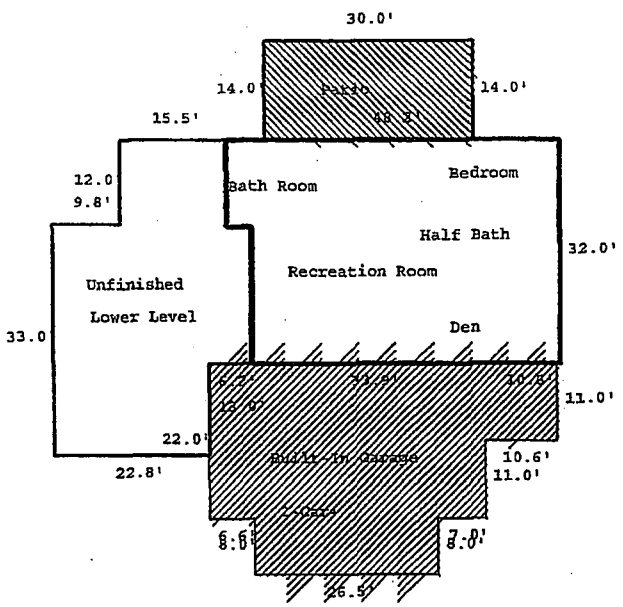
Sales Price	685,000
GLA	7,232
Total Rooms	12
Total Bedrms	5
Total Balhrms	5.5
Location	Belle Chase
View	Gd/Other Homes
Site	VGd/1.01Acres
Quality	VGd/BV
Age	1999

Subject Rear

Subject Street

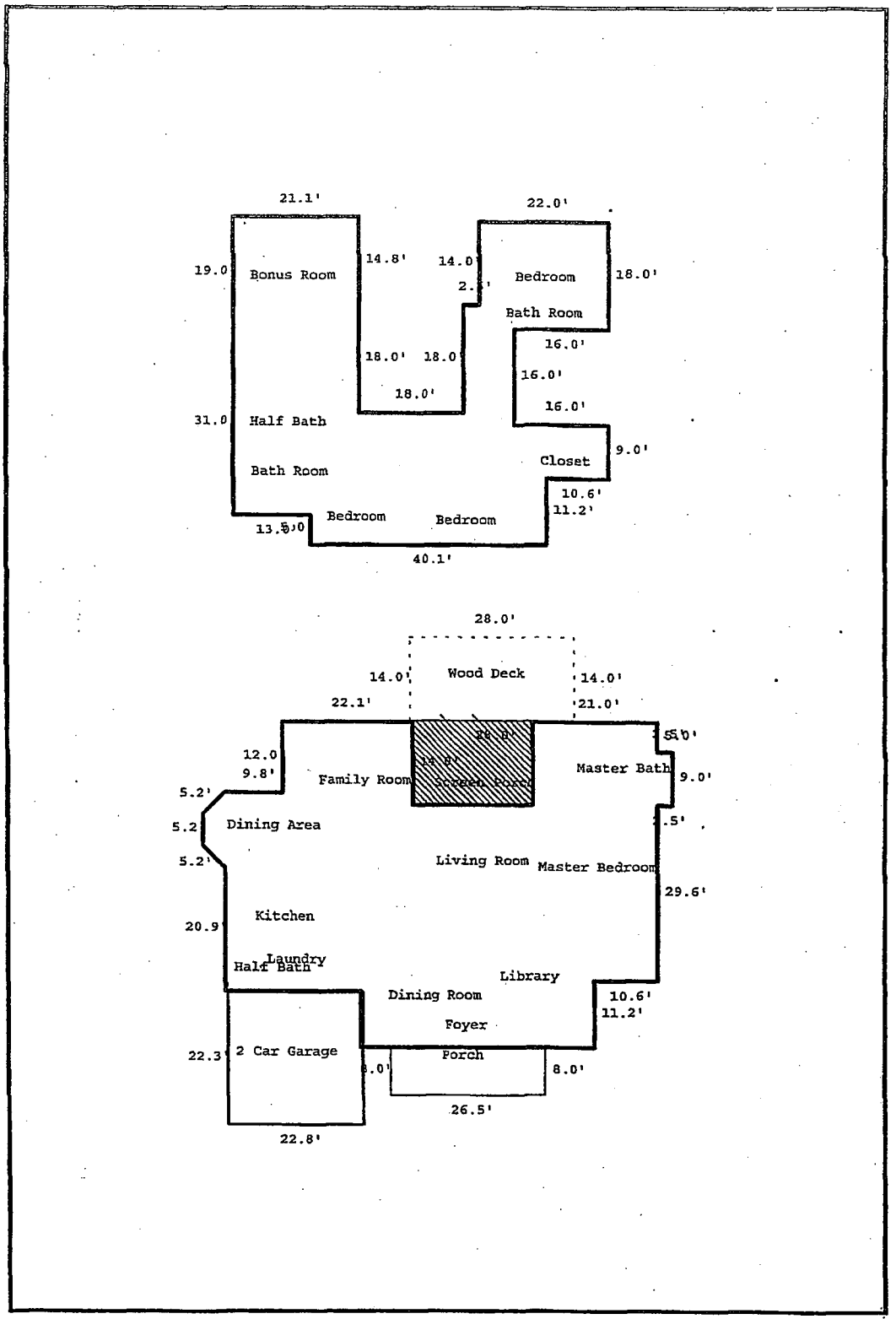
Building Sketch (Page - 2)

Borrower/Client Cathy Lanier			
Property Address 172 Belle Chase Drive			
City Lexington	County Lexington	State SC	Zip Code 29072
Lender Capital Home Mortgage			



Building Sketch (Page - 1)

Borrower/Client Cathy Lanier			
Property Address 172 Belle Chase Drive			
City Lexington	County Lexington	State SC	Zip Code 29072
Lender Capital Home Mortgage			



Comparable Photo Page

Borrower/Client Cathy Lanier			
Property Address 172 Belle Chase Drive			
City Lexington	County Lexington	State SC	Zip Code 29072
Lender Capital Home Mortgage			

Comparable 1

131 Belle Chase Drive

Proximity	0.22 miles
Sale Price	600,000
GLA	5,500
Total Rooms	10
Total Bedrms	5
Total Bathrms	4.5
Location	Belle Chase
View	Gd/Other Homes
Site	VGd/1.03Acres
Quality	Gd/BV
Age	1996

Comparable 2

459 Greenetree Lane

Proximity	1.42 miles
Sale Price	606,000
GLA	4,429
Total Rooms	10
Total Bedrms	5
Total Bathrms	4.5
Location	HarborPlace
View	VGd/LakeMurray
Site	VG/.52 Acres
Quality	Gd/BV
Age	1996

Comparable 3

232 Secret Cove Drive

Proximity	0.55 miles
Sale Price	799,000
GLA	6,455
Total Rooms	12
Total Bedrms	5
Total Bathrms	5.5
Location	Secret Cove
View	Ex/LakeMurray
Site	VG/.52 Acres
Quality	Gd/Hardipl
Age	1996

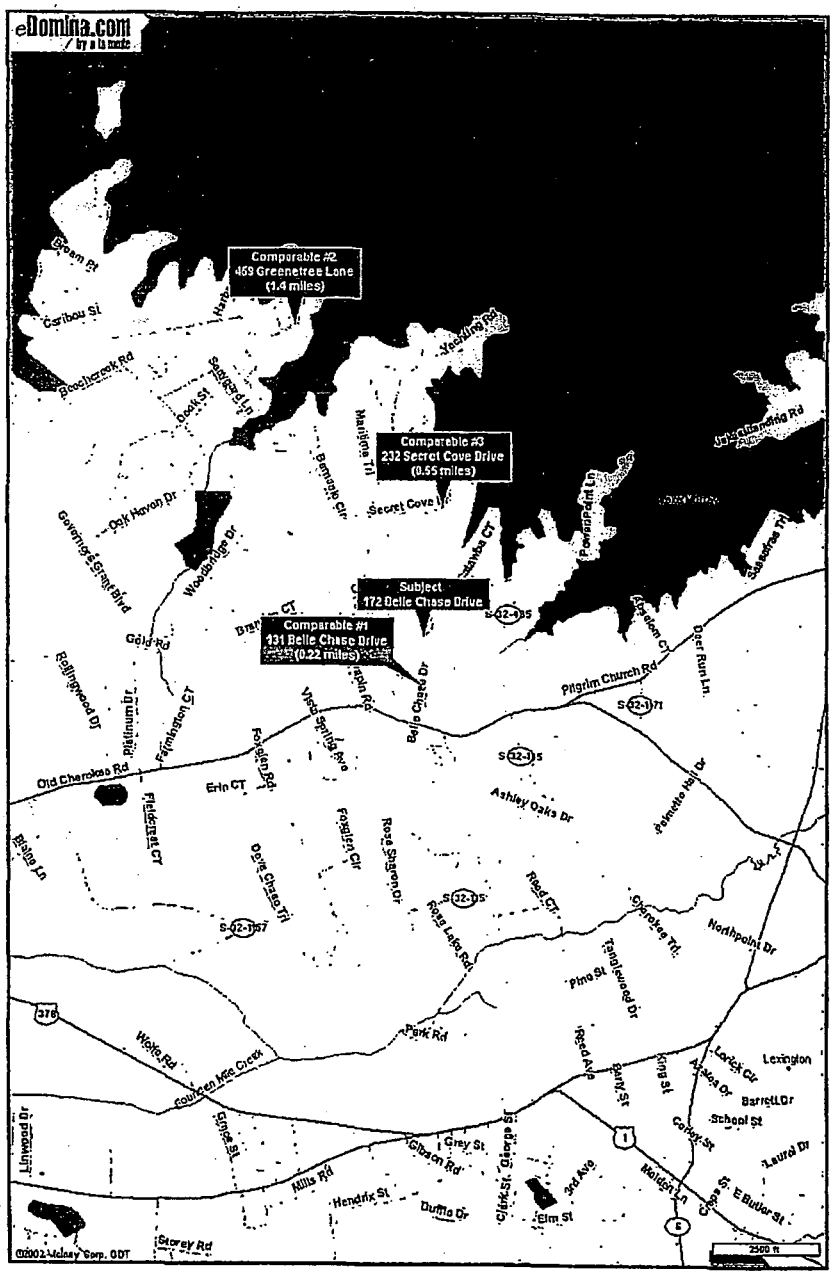
Building Sketch (Page - 3)

Borrower/Client Cathy Lanier
Property Address 172 Belle Chase Drive
City Lexington County Lexington State SC Zip Code 29072
Lender Capital Home Mortgage

SKETCH CALCULATIONS		
Living Area		
Second Floor		3344.1
Third Floor		2417.3
First Floor		1470.3
	Total Living Area	7231.7
Garage Area		
Attached Garage		508.4
Built-In Garage		1210.8
Porch Area		
Screened Porch		288.4
Porch		212.0
	Total Porch Area	212.0
Patio/Deck Area		
Deck		392.0
Patio		420.0
	Total Patio/Deck Area	420.0
Building Area		
Unfinished Area		1060.6
	Total Building Area	1060.6

Location Map

Borrower/Client	Cathy Lanier		
Property Address	172 Belle Chase Drive		
City	Lexington	County Lexington	State SC	Zip Code 29072
Lender	Capital Home Mortgage		



Form MAP.LOC — "TOTAL for Windows" appraisal software by a la mode, inc. — 1-800-ALAMODE

After Recording Return To:
SOUTHSTAR FUNDING, LLC DBA CAPITAL
HOME MORTGAGE
400 NORTHRIDGE ROAD, SUITE 1120

ATLANTA, GEORGIA 30350

[Space Above This Line For Recording Data]

LOAN NO. 3610016002
MIN: 1001908-3610016002-2

MORTGAGE

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 AUGUST 2, 2002, together with all Riders to this document.
(B) "Borrower" is CATHY G. LANIER, A MARRIED WOMAN

Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE

Lender is organized and existing under the laws of DELAWARE. Lender's address is 400 NORTHRIDGE ROAD, SUITE 1120, ATLANTA, GEORGIA 30350
(E) "Note" means the promissory note signed by Borrower and dated AUGUST 2, 2002. The Note states that Borrower owes Lender FIVE HUNDRED EIGHTY-TWO THOUSAND TWO HUNDRED FIFTY AND NO/100
Dollars (U.S. $ 582,250.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2027.
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☒ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☒ Planned Unit Development Rider	☒ Other(s) [specify] LEGAL ATTACHED
☐ 1-4 Family Rider	☐ Biweekly Payment Rider	

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the COUNTY of LEXINGTON :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of 172 BELLE CHASE DRIVE
[Street]
LEXINGTON , South Carolina 29072 ("Property Address"):
[City] [Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully seised 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.

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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 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.

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; (3) "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.

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:

CATHY G. LANIER _____(Seal) Borrower

_____(Seal) Borrower

_____(Seal) Borrower

_____(Seal) Borrower

_____(Seal) Borrower

_____(Seal) Borrower

WITNESS:

WITNESS:

[Space Below This Line For Acknowledgment]

STATE OF SOUTH CAROLINA, LEXINGTON County ss:

Before me personally appeared Julie D. Tallent

and made oath that he/she/they saw the within named Borrower(s) sign, seal and as his/her/their act and deed, deliver the within written Mortgage; and that s/he with Margaret A. Collins witnessed the execution thereof.

Sworn before me this 2nd day of August, 2002

Notary Public for South Carolina

MY COMMISSION EXPIRES: 10/23/2005

446523

(EXHIBIT "A", LEGAL DESCRIPTION)

All that certain piece, parcel or lot of land, together with improvements thereon, if any situate, lying and being in the County of Lexington, State of South Carolina, the same being shown and designated as Lot 19 containing 1.01 Acre in Belle Chase Subdivision, on a plat prepared for Donald P. Jacobsen and Linda T. Jacobsen by Arthur J. Weed, RLS, dated September 2, 1999 and recorded in the Lexington County ROD Office in Book 0288 at Page 0342. Reference to said plat being made for a more complete and accurate description.

This being the identical property conveyed to Cathy G. Lanier by Deed of Donald P. Jacobsen and Linda Jacobsen, recorded _____, 2002, in the Lexington County ROD Office in Book _____ at page _____.

TAX MAP NO.: 3428-01-019

MORTGAGEE'S ADDRESS:

446523

CSBV

LOAN NO. 3610016002

ADJUSTABLE RATE NOTE
(LIBOR Index - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

AUGUST 2, 2002 — WEST COLUMBIA, SOUTH CAROLINA
[City] [State]

172 BELLE CHASE DRIVE, LEXINGTON, SOUTH CAROLINA 29072
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 582,250.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE

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 4.000 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

Beginning on the 1st day of SEPTEMBER 1, 2002 and on the first day of every month thereafter until the 1st day of AUGUST, 2012, I will pay only the interest on the unpaid principal balance of the Note. Thereafter, I will pay principal and interest by making payments every month as provided below.

I will make my monthly payments of principal and interest on the 1st day of each month beginning SEPTEMBER, 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.

My monthly payments will be applied to interest before principal. If, on AUGUST 1, 2027, 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 400 NORTHRIDGE ROAD, SUITE 1120, ATLANTA, GEORGIA 30350 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. $ 1,940.83. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

(D) Withholding

If I am a nonresident client, I understand that all payments due hereunder shall be paid without reduction for any taxes, deductions or withholding of any nature. If such tax, deduction or withholding is required by any law to be made from any payment to the Note Holder, I shall continue to pay this Note in accordance with the terms hereof, such that the Note Holder will receive such amount as it would have received had no such tax, deduction or withholding been required.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of FEBRUARY, 2003 , and on that day every sixth (6th) month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE/EIGHTH----- percentage point(s) (2.125 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

(i) Interest-Only Period. The "interest-only period" is the period from the date of this Note through JULY 31, 2012 . For the interest-only period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

(ii) Amortization Period. The "amortization period" is the period after the interest-only period. For the amortization period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

My interest will never be greater than 12.000 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

5. 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 "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 any 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 dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. 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 that 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.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges 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. 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 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.

8. 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.

Unless the Note Holder requires a dierent method, any notice that must be given to the Note Holder under this Note will be given 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.

9. 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 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.

10. 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.

11. 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, and a Mortgage 100 Pledge Agreement for Securities Account, if applicable, protects the Note Holder from possible losses which might result if I do not keep the promises that 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:

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

12. OUR COPY We/I acknowledge receipt of a signed copy of this Note.

CAUTION-IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS NOTE BEFORE SIGNING.

WITNESS the hand(s) and seal(s) of the undersigned.

Cathy G. Lanier (Seal)
CATHY G. LANIER Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE

Creditor: 400 NORTHRIDGE ROAD, SUITE 1120

ATLANTA, GEORGIA 30350

CATHY G. LANIER

172 BELLE CHASE DRIVE, LEXINGTON, SOUTH CAROLINA 29072

Date: AUGUST 2, 2002 Loan Number: 3610016002

Check box if applicable:

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	☐ Total Sale Price The total cost of your purchase on credit including your down payment of
4.307%	$452,191.35	$575,346.31	$1,027,537.66	

☐ REQUIRED DEPOSIT: The annual percentage rate does not take into account your required deposit.

PAYMENTS: Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due	Number of Payments	Amount of Payments	When Payments Are Due	Number of Payments	Amount of Payments	When Payments Are Due
		Monthly Beginning:			Monthly Beginning:			Monthly Beginning:
120	2,086.39	09-01-02						
20	4,403.87	09-01-12						
159	4,306.83	05-01-14						
1	4,307.49	08-01-27						

INDEX: 1.686%
MARGIN: 2.125%

☐ DEMAND FEATURE: This obligation has a demand feature.

☒ Your loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to you earlier.

INSURANCE: The following insurance is required to obtain credit:

☐ Credit life insurance and credit disability ☒ Property insurance ☐ Flood insurance

You may obtain the insurance from anyone you want that is acceptable to creditor.

☐ If you purchase ☐ property ☐ flood insurance from creditor you will pay $ for a one year term.

SECURITY: You are giving a security interest in: 172 BELLE CHASE DRIVE, LEXINGTON, SOUTH CAROLINA 29072

☒ The goods or property being purchased ☐ Real property you already own.

FILING FEES: $ 0.00

LATE CHARGE: If a payment is more than 15 days late, you will be charged 5.00 % of the payment.

PREPAYMENT: If you pay off early, you

☐ may ☒ will not have to pay a penalty.

☐ may ☒ will not be entitled to a refund of part of the finance charge.

ASSUMPTION: Someone buying your property

☐ may ☐ may, subject to conditions ☒ may not assume the remainder of your loan on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

☒ * means an estimate ☐ all items and numerical disclosures except the late payment disclosures are estimates.

The undersigned acknowledge receiving and reading a completed copy of this disclosure.
Neither you nor the creditor previously has become obligated to make or accept this loan, nor is any such obligation made by the delivery or signing of this disclosure.

Cathy G. Lanier 8/2/02

(Applicant) CATHY G. LANIER (Date) (Applicant) (Date)

(Applicant) (Date) (Applicant) (Date)

(Applicant) (Date) (Applicant) (Date)

NOTE: Payments shown above do not include amounts for taxes, insurance premiums, and property or flood insurance.

Creditor : SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE
400 NORTHRIDGE ROAD, SUITE 1120
ATLANTA, GEORGIA 30350

Date : AUGUST 2, 2002 Re: CATHY G. LANIER

Loan Number : 3610016002

Check box if applicable 172 BELLE CHASE DRIVE, LEXINGTON, SOUTH CAROLINA 29072

☐ GOOD FAITH ESTIMATE OF SETTLEMENT CHARGES

Listed below is the Good Faith Estimate of Settlement Charges made pursuant to the requirements of the Real Estate Settlement Procedures Act (RESPA). These figures are only estimates and the actual charges due at settlement may be different. This is not a commitment to make a loan.

The numbers listed in the left hand column of the estimated settlement charges correspond to the line numbers on the HUD-1 form which will be used in conjunction with the settlement of your loan. For a further explanation of these charges, consult the enclosed Special Information Booklet.

Ref. HUD-1 Settlement	ITEMIZATION OF AMOUNT FINANCED	
	Amount given to you directly	$574,821.31
	Amount paid on your account	
803	APPRAISAL FEE PAID TO HOLTON APPRAISAL	$375.00
1306	*PREPARATION OF CONTRACT PAID TO SETZLER & SCOTT	$150.00

Please be advised that in addition to the $ N/A in fees paid by borrower to broker, lender will remit approximately $ N/A to broker at the closing of your loan for services rendered in connection with your loan.

LOAN AMOUNT	$	582,250.00
Prepaid Finance Charge	$	6,903.69*
AMOUNT FINANCED	$	575,346.31*
Loan Proceeds to :	$	574,821.31*

801	LOAN ORIGINATION PAID TO SSF DBA CAPITAL HOME	$5,822.50
810	COMMITMENT FEE PAID TO SOUTHSTAR	$545.00
811	FLOOD CERT FEE PAID TO SOUTHSTAR	$35.00
813	ESTIMATED ATTORNEY FEE PAID TO SETZLER & SCOTT	$500.00
814	PHOTOCOPIES, FAX PAID TO SETZLER & SCOTT	$15.00
1304	*OVERNIGHT FED EX PAID TO SETZLER & SCOTT	$20.00
1306	*WIRE FEE PAID TO SETZLER & SCOTT	$10.00
901	PREPAID INTEREST (-1 days) @ 4.000 % Per Annum.	$-63.81

* MEANS AN ESTIMATE
(POC) = Paid Outside of Closing ☐ All disclosures are estimates

This form does not cover all items you will be required to pay in cash at settlement, for example, deposits in escrow for real estate taxes and insurance may be different. You may wish to inquire as to the amounts of such other items. You may be required to pay other additional amounts at settlement.

By signing below, I acknowledge that I have received a "Good Faith Estimate" and all applicable disclosures required by the Truth in Lending Act.

Neither you nor the creditor previously has become obligated to make or accept this loan, nor is any such obligation made by the delivery or signing of this disclosure.

Borrower CATHY G. LANIER Date 8/2/02 Borrower Date

Borrower Date Borrower Date

Borrower Date Borrower Date

MVMULT345 21042.11513

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT
(MADE IN COMPLIANCE WITH FEDERAL LAW)

Lender/Broker: CAPITAL HOME MORTGAGE CORPORATION Loan No

Borrower: Cathy Lanier Date: 7/27/02

Property Address: 173 Belle Chase / Lexington, S.C 29072

(X) Initial disclosure at time of application ( ) Final disclosure based on contract terms

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you assuming the amount percentage rate does not change	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled assuming the amount percentage rate does not change.	The total cost of your purchase on credit, including your down payment of
E 4.08 %	E $	E $	E $	E $

Your payment schedule will be:

NUMBER OF PAYMENTS	* AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE MONTHLY BEGINNING	NUMBER OF PAYMENTS	* AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE MONTHLY BEGINNING
6 months	$1,940.83.	September 1, 2002			

* Includes mortgage insurance premiums, assistance taxes, hazard insurance or flood insurance.

( ) DEMAND FEATURE: This loan transaction has a demand feature.

(X) REQUIRED DEPOSIT: The annual percentage rate does not take into account your required deposit.

( ) VARIABLE RATE FEATURE: Your loan contains a Variable Rate Feature. Disclosures about the Variable Rate Feature have been provided to you separately.

SECURITY INTEREST: You are giving a security interest in:

(X) the goods or property being purchased

( )

FILING OR RECORDING FEES $

LATE CHARGE: If a payment is more than 15 days late, you will be charged $ / 5 % of the principal and interest past due.

PREPAYMENT: If you pay off your loan early, you

( ) may (X) will not have to pay a penalty.

( ) may (X) will not be entitled to a refund of part of the finance charge.

INSURANCE: Credit life, accident health or loss of income insurance is not required in connection with this loan. This loan transaction requires the following property insurance:

(X) Hazard Insurance ( ) Flood Insurance ( ) Private Mortgage Insurance

Borrower(s) may obtain hazard and flood insurance through any person or firm of choice provided said carrier meets the requirements of the lender.

ASSUMPTION: If this loan is to purchase and is secured by your principal dwelling, someone buying your principal dwelling,

( ) may ( ) may, subject to conditions (X) may not assume the remainder of your loan on the original terms.

See your contract documents for additional information regarding nonpayment, default, right to accelerate the maturity of the obligation, prepayment rebates and penalties, and the Lender's policy regarding assumption of the obligation.

( ) check boxes where applicable

(X) all dates and numerical disclosures except late payment disclosures are estimates. E means an estimate

*The undersigned hereby acknowledge receiving and reading a completed copy of this disclosure along with copies of the documents provided. The delivery and signing of this disclosure does not constitute an obligation on the part of the lender to make or the Borrower(s) to accept the loan as identified.

* Cathy D. Lanier
Borrower Borrower

Borrower 7/29/02
Borrower

By Title Date
(Lender)

Printed by The Loan Manager from Compliance Corporation (800) 310-1700

CHASE

Chase Customer Care: Toll Free 1-800-848-9136 Se habla español
Hearing Impaired (TDD): 1-800-582-0542
Servicemembers (SCRA): 1-877-469-0110

Annual Escrow Account Statement

Statement Date: November 16, 2011
Review Period: September 2010 to January 2012
Your Loan Number: 1024305050

04760 EWA Z 32211 C - ZE
CATHY G LANIER
172 BELLE CHASE DRIVE
LEXINGTON SC 29072-7945

Important Message

If you are in bankruptcy or have been discharged in bankruptcy, this letter is for informational purposes only and is not intended as an attempt to collect a debt or as an act to collect, assess, or recover all or any portion of the debt from you personally. If your payments are being made through a bankruptcy trustee, please provide this information statement to the trustee.

This amount does not reflect any actual shortage that might have been included in any pre-petition arrearage bankruptcy claim.

Monthly Home Loan Payment

	Current	New Payment (effective 02/01/12)
Principal & Interest	$ 1,287.00	$ 1,119.13
Escrow Account Deposit	$ 942.26	$ 311.54
Total Payment Amount	**$ 2,229.26**	**$ 1,430.67**

To determine your Escrow Account Deposit for your new payment, we project the amounts to be paid out of your Escrow Account as described on the back of this page. Your monthly Escrow Account Deposit will reflect any change in the amount of the bills paid since your last analysis. Please compare the Current and New Payment breakdowns to the left.

Our calculations also show that your Escrow Account is currently not in balance; there is a surplus of $1,462.82.

Your Escrow Refund Check

Because your Escrow Account has more money than was needed, your account has a surplus of $1,462.82.

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156-E

SURPLUS

Customer Loan Number: 1024305050

Surplus Amount: $1,462.82

Customer Name: CATHY G LANIER

Due to the status of your account, we will retain your surplus.

Balancing Your Escrow Account

The front of this statement shows that you have an Escrow Account Surplus of $1,462.82. How was this determined?

Your previous year's activity is used to estimate the deposit and disbursement activity in your Escrow Account and project your lowest account balance for the year ahead. Your projected lowest account balance is compared to your minimum required balance as shown in the Escrow Account Balancer below these paragraphs. This determines the amount required to bring your Escrow Account into balance.

Since taxes and insurance premiums often go up, we require that you maintain a minimum required balance in your account at all times to prevent a negative balance in your account.

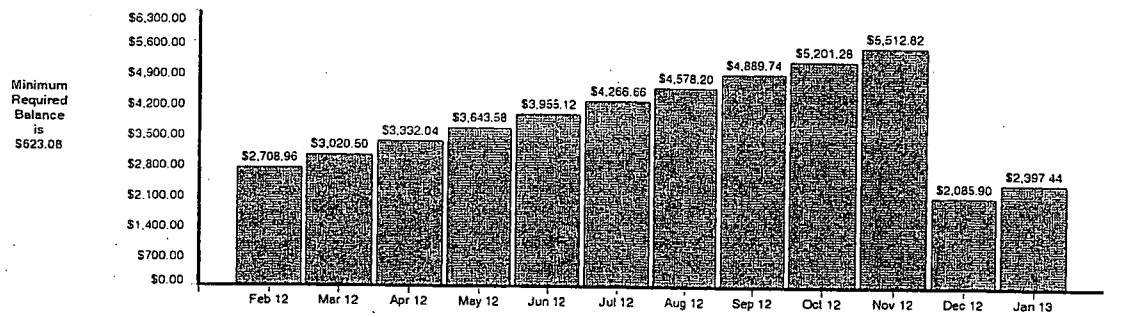
As shown in the information in the box and graph below, you will reach your lowest account balance of $2,085.90 in December 2012. This is subtracted from your minimum required balance of $623.08 resulting in an Escrow Account Surplus of $1,462.82.

In order to bring your Escrow Account into balance, we are returning the surplus to you.

Escrow Account Balancer		
Minimum Required Balance	$	623.08
Less: Lowest Account Balance (Dec 12)	$	2,085.90
Annual Account Balancer/Surplus	**$**	**1,462.82**
Monthly Account Balancer/Surplus	**$**	**0.00**

Projected Escrow Account Balance

The graph below shows your projected Escrow Account Balance for the next 12 months with your new monthly Escrow Account Deposit of $311.54 and the "Anticipated Escrow Account Payments" chart shown on the next page. Your projected beginning escrow balance of $2,397.42 is based on anticipated deposits and disbursements.



Lowest Account Balance in December 2012 is $2,085.90 which is $1,462.82 above the Minimum Required Balance

Anticipated Escrow Account Payments

This section reflects the escrow activity that is expected to occur in the next 12 months. The "Total Tax and Insurance Monthly Payment Amount" at the bottom of this chart is your new monthly escrow deposit, as listed on page 1 of this statement.

TAX			INSURANCE		
Item	Annual Expense	Anticipated Date(s) of Payment	Item	Annual Expense	Anticipated Date(s) of Payment
COUNTY TAX	$ 3,738.46	December 12			
TOTAL TAX AND INSURANCE MONTHLY PAYMENT AMOUNT = $311.54					

Escrow Account History for the Prior Payment Period

The following is a comparison of the anticipated and actual Escrow Account activity for the previous payment period. Anticipated amounts are taken from your last analysis. Your most recent monthly payment during the past year was $2,229.26, of which $1,287.00 was for principal and interest and $942.26 went into your Escrow Account.

At the time of your last analysis, your anticipated lowest balance was $630.56. In reviewing your account activity, your actual low escrow balance was $6,747.64-.

Note: An asterisk (*) in the chart below indicates a difference between what actually occurred and what was anticipated. This difference may be due to a change in Escrow items such as an increase in your insurance premium or a change in the due date of your property tax. Insurance and Tax payments may be disbursed before their due dates to allow for more mail and posting time at the insurance company or tax office. An "E" in the chart below indicates expected activity.

	Deposits to Escrow (credits to escrow)			Payments from Escrow (debits from escrow)				Escrow Balance	
Month	Anticipated	Actual		Anticipated	Actual		Description	Projected	Actual
								Starting Balance 3,152.85	6,747.64-
Sep 10	315.28		*					3,468.13	6,747.64-
Oct 10	315.28		*					3,783.41	6,747.64-
Nov 10	315.28	14,133.90	E			E		4,098.69	7,386.26
Dec 10	315.28	942.26	E	3,783.41		E	COUNTY TAX	630.56	8,328.52
Dec 10			E		3,738.46	E	COUNTY TAX	630.56	4,590.06
Jan 11	315.28	942.26	E			E		945.84	5,532.32
Feb 11	315.28		*					1,261.12	0.00
Mar 11	315.28		*					1,576.40	0.00
Apr 11	315.28		*					1,891.68	0.00
May 11	315.28		*					2,206.96	0.00
Jun 11	315.28		*					2,522.24	0.00
Jul 11	315.28		*					2,837.52	0.00
Aug 11	315.28		*					3,152.80	0.00
Total	3,783.36	16,018.42		3,783.41	3,738.46				

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EMC
Mortgage Corporation

ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT AND CHANGE OF PAYMENT NOTICE

Analysis Date: June 30, 2010
LOAN NUMBER: 0022662126

48002-0003615-001-000-010-000-000

CATHY G LANIER
172 BELLE CHASE DR
LEXINGTON SC 29072-7945

ANTICIPATED ESCROW ACCOUNT DISBURSEMENTS

COUNTY TAX	3,783.41

NEW MONTHLY PAYMENT IS AS FOLLOWS

PRIN. AND INT.	1,119.13
ESCROW	315.28
PRORTD SHORTAGE	626.98
TOTAL MONTHLY PAYMENT	**2,061.39**

NEW PAYMENT EFFECTIVE DATE: **09/01/10**

EMC Mortgage Corporation has completed an analysis of your escrow account, and has adjusted your mortgage payment to reflect changes in your real estate taxes or property insurance. The escrow items to be disbursed from your account are itemized above. If you have questions regarding this analysis, please write our Customer Service Department at EMC Mortgage Corporation, P.O. Box 293150, Lewisville, TX 75029-3150, or call toll-free 1-800-723-3004, 7:00 am to 9:00 pm CST Monday through Thursday, and between 7:00 am and 7:00 pm CST on Friday.

PROJECTION FOR THE COMING YEAR

This is an estimate of activity in your escrow account during the coming year, based on payments anticipated to be made from your account.
Please keep this statement for comparison with the actual activity in your account at the end of the next escrow accounting computation year.

	PAYMENTS TO ESCROW ACCOUNT	PAYMENTS FROM ESCROW ACCOUNT				ESCROW ACCOUNT BALANCE	
MONTH		MIP/PMI	TAXES	FLOOD	HAZ INS.	SPECIAL	PROJECTED	REQUIRED
INITIAL DEPOSIT							-4,370.92	3,152.85
SEP 10	315.28						-4,055.64	3,468.13
OCT 10	315.28						-3,740.36	3,783.41
NOV 10	315.28						-3,425.08	4,098.69
DEC 10	315.28		3,783.41-				-6,893.21	630.56 *
JAN 11	315.28						-6,577.93	945.84
FEB 11	315.28						-6,262.65	1,261.12
MAR 11	315.28						-5,947.37	1,576.40
APR 11	315.28						-5,632.09	1,891.68
MAY 11	315.28						-5,316.81	2,206.96
JUN 11	315.28						-5,001.53	2,522.24
JUL 11	315.28						-4,686.25	2,837.52
AUG 11	315.28						-4,370.97	3,152.80

Cushion Selected by Servicer: 630.56

Your ending escrow balance from the last month of the account history is -$4,370.92, your starting balance according to this analysis should be $3,152.85. This means you have a shortage of $7,523.77.

005-0818-6100F

Please keep this statement for comparison with the actual activity in your account at the end of the next escrow accounting computation year.

Your escrow shortage has been spread over a minimum of 12 months resulting in an increase in your monthly payment. If you choose to pay your Escrow Shortage Amount in a lump sum, please mail this coupon with your remittance to: EMC Mortgage Corporation, P.O. Box 660753, Dallas, TX 75266-0753.

Your payment will be reduced by the prorated monthly shortage and will be reflected on your next monthly billing. Please be sure to include your loan number on your check.

EMC
Mortgage Corporation

EMC Mortgage Corporation
P.O. Box 660753
Dallas, TX 75266-0753

Shortage	
Additional Escrow	
Additional Principal	
Total Enclosed	

* Please be sure and designate how you would like extra funds applied

Chase Detailed Transaction History

Loan # 1024305050
CATHY G LANIER

Interest Rate:	2.875%
Payment Due Date:	9/1/2010
Monthly Payment Amt:	$1,287.00
Current Escrow Balance:	$-13,959.16
Current Principal Balance:	$537,182.20

Property Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072-0000

Mailing Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072

Activity for Period 8/2/2002 – 7/1/2013

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt
110	6/26/2013	6/26/2013		$14.00	
	$0.00	$0.00	$0.00	$14.00	$0.00
109	5/24/2013	5/24/2013		$14.00	
	$0.00	$0.00	$0.00	$14.00	$0.00
108	5/4/2013	5/4/2013		$100.00	
	$0.00	$0.00	$0.00	$100.00	$0.00
107	4/30/2013	4/30/2013		$14.00	
	$0.00	$0.00	$0.00	$14.00	$0.00
106	4/2/2013	4/2/2013		$14.00	
	$0.00	$0.00	$0.00	$14.00	$0.00
105	2/27/2013	2/27/2013		$14.00	
	$0.00	$0.00	$0.00	$14.00	$0.00
104	1/29/2013	1/29/2013		$14.00	
	$0.00	$0.00	$0.00	$14.00	$0.00
103	12/27/2012	12/27/2012		$14.00	
	$0.00	$0.00	$0.00	$14.00	$0.00

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102	11/28/2012	11/28/2012	9/1/2010	$3,971.25	ESCROW ADVANCE
	$0.00	$0.00	$3,971.25	$0.00	$0.00
101	11/28/2012	11/28/2012	12/1/2012	$-3,971.25	COUNTY TAX
	$0.00	$0.00	$-3,971.25	$0.00	$0.00
100	11/21/2012	11/21/2012		$14.00	
	$0.00	$0.00	$0.00	$14.00	$0.00
99	10/20/2012	10/20/2012		$14.00	
	$0.00	$0.00	$0.00	$14.00	$0.00
98	9/26/2012	9/26/2012		$14.00	
	$0.00	$0.00	$0.00	$14.00	$0.00
97	8/22/2012	8/22/2012		$14.00	
	$0.00	$0.00	$0.00	$14.00	$0.00
96	7/18/2012	7/18/2012		$14.00	
	$0.00	$0.00	$0.00	$14.00	$0.00
95	6/27/2012	6/27/2012		$14.00	
	$0.00	$0.00	$0.00	$14.00	$0.00

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94	6/18/2012	6/18/2012		$-27.00	
	$0.00	$0.00	$0.00	$-27.00	$0.00
93	6/18/2012	6/18/2012		$-97.00	
	$0.00	$0.00	$0.00	$-97.00	$0.00
92	6/18/2012	6/18/2012		$27.00	
	$0.00	$0.00	$0.00	$27.00	$0.00
91	6/18/2012	6/18/2012		$97.00	
	$0.00	$0.00	$0.00	$97.00	$0.00
90	5/25/2012	5/25/2012		$14.00	
	$0.00	$0.00	$0.00	$14.00	$0.00
89	4/25/2012	4/25/2012		$14.00	
	$0.00	$0.00	$0.00	$14.00	$0.00
88	3/22/2012	3/22/2012		$14.00	
	$0.00	$0.00	$0.00	$14.00	$0.00
87	2/25/2012	2/25/2012		$14.00	
	$0.00	$0.00	$0.00	$14.00	$0.00

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86	2/18/2012	2/18/2012		$60.00	
	$0.00	$0.00	$0.00	$60.00	$0.00
85	1/6/2012	1/6/2012		$-262.50	
	$0.00	$0.00	$0.00	$-262.50	$0.00
84	1/6/2012	1/6/2012		$-300.00	
	$0.00	$0.00	$0.00	$-300.00	$0.00
83	1/6/2012	1/6/2012		$-28.00	
	$0.00	$0.00	$0.00	$-28.00	$0.00
82	12/20/2011	12/20/2011		$14.00	
	$0.00	$0.00	$0.00	$14.00	$0.00
81	12/14/2011	12/14/2011		$14.00	
	$0.00	$0.00	$0.00	$14.00	$0.00
80	12/3/2011	12/3/2011		$300.00	
	$0.00	$0.00	$0.00	$300.00	$0.00
79	12/3/2011	12/3/2011		$262.50	
	$0.00	$0.00	$0.00	$262.50	$0.00

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78	11/18/2011	11/18/2011	9/1/2010	$3,240.27	ESCROW ADVANCE
	$0.00	$0.00	$3,240.27	$0.00	$0.00
77	11/18/2011	11/18/2011	12/1/2011	$-3,240.27	COUNTY TAX
	$0.00	$0.00	$-3,240.27	$0.00	$0.00
76	10/27/2011	10/27/2011		$14.00	
	$0.00	$0.00	$0.00	$14.00	$0.00
75	5/25/2011	5/25/2011		$14.00	
	$0.00	$0.00	$0.00	$14.00	$0.00
74	5/24/2011	5/24/2011		$14.00	
	$0.00	$0.00	$0.00	$14.00	$0.00
73	3/24/2011	3/24/2011		$9.00	
	$0.00	$0.00	$0.00	$9.00	$0.00
72	3/14/2011	3/14/2011	9/1/2010	$1,200.00	PAYMENT
	$0.00	$0.00	$0.00	$0.00	$1,200.00
71	2/10/2011	2/10/2011		$9.00	
	$0.00	$0.00	$0.00	$9.00	$0.00

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70	1/18/2011	1/18/2011		$111.46	LATE CHARGE ASSESSED
	$0.00	$0.00	$0.00	$111.46	$0.00
69	1/13/2011	1/13/2011		$9.00	
	$0.00	$0.00	$0.00	$9.00	$0.00
68	12/17/2010	12/17/2010		$78.00	
	$0.00	$0.00	$0.00	$78.00	$0.00
67	12/16/2010	12/16/2010		$111.46	LATE CHARGE ASSESSED
	$0.00	$0.00	$0.00	$111.46	$0.00
66	12/10/2010	12/10/2010		$9.00	
	$0.00	$0.00	$0.00	$9.00	$0.00
65	11/19/2010	11/19/2010	9/1/2010	$3,738.46	ESCROW ADVANCE
	$0.00	$0.00	$3,738.46	$0.00	$0.00
64	11/19/2010	11/19/2010	12/1/2010	$-3,738.46	COUNTY TAX
	$0.00	$0.00	$-3,738.46	$0.00	$0.00
63	11/16/2010	11/16/2010		$111.46	LATE CHARGE ASSESSED
	$0.00	$0.00	$0.00	$111.46	$0.00

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62	11/16/2010	11/16/2010	9/1/2010	$-1,200.00	ESCROW ADVANCE RECOVERY
	$0.00	$0.00	$-1,200.00	$0.00	$0.00
61	11/16/2010	11/16/2010	9/1/2010	$1,200.00	PAYMENT
	$0.00	$0.00	$1,200.00	$0.00	$-1,200.00
60	10/19/2010	10/19/2010		$111.46	LATE CHARGE ASSESSED
	$0.00	$0.00	$0.00	$111.46	$0.00
59	10/14/2010	10/14/2010		$-111.46	LATE CHARGE WAIVED
	$0.00	$0.00	$0.00	$-111.46	$0.00
58	10/14/2010			$111.46	FEE WAIVED
	$0.00	$0.00	$0.00	$111.46	$0.00
57	10/13/2010	10/13/2010		$111.46	LATE CHARGE ASSESSED
	$0.00	$0.00	$0.00	$111.46	$0.00
56	9/17/2010	9/17/2010		$-60.00	LATE CHARGE WAIVED
	$0.00	$0.00	$0.00	$-60.00	$0.00
55	9/17/2010			$60.00	FEE WAIVED
	$0.00	$0.00	$0.00	$60.00	$0.00

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54	9/16/2010	9/16/2010		$111.46	LATE CHARGE ASSESSED
	$0.00	$0.00	$0.00	$111.46	$0.00
53	9/14/2010	9/14/2010	9/1/2010	$1,200.00	PAYMENT
	$0.00	$0.00	$0.00	$0.00	$1,200.00
52	8/12/2010	8/12/2010	8/1/2010	$-80.87	ESCROW ADVANCE RECOVERY
	$0.00	$0.00	$-80.87	$0.00	$0.00
51	8/12/2010	8/12/2010	8/1/2010	$1,200.00	PAYMENT
	$0.00	$1,119.13	$80.87	$0.00	$0.00
50	7/14/2010	7/14/2010	7/1/2010	$-80.87	ESCROW ADVANCE RECOVERY
	$0.00	$0.00	$-80.87	$0.00	$0.00
49	7/14/2010	7/14/2010	7/1/2010	$1,200.00	PAYMENT
	$0.00	$1,119.13	$80.87	$0.00	$0.00
48	6/28/2010	6/28/2010	7/1/2010	$4,370.92	ESCROW ADVANCE
	$0.00	$0.00	$4,370.92	$0.00	$0.00
47	6/28/2010	6/28/2010	1/1/2009	$-3,783.41	H.O.A DUES
	$0.00	$0.00	$-3,783.41	$0.00	$0.00

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46	6/28/2010	6/28/2010	1/1/2009	$-587.51	SANITATION FEE
	$0.00	$0.00	$-587.51	$0.00	$0.00
45	6/14/2010	6/14/2010	7/1/2010	$80.70	PRINCIPAL PAYMENT
	$80.70	$0.00	$0.00	$0.00	$0.00
44	6/14/2010	6/14/2010	6/1/2010	$1,119.30	PAYMENT
	$0.00	$1,119.30	$0.00	$0.00	$0.00
43	5/12/2010	5/12/2010	6/1/2010	$80.53	PRINCIPAL PAYMENT
	$80.53	$0.00	$0.00	$0.00	$0.00
42	5/12/2010	5/12/2010	5/1/2010	$1,119.47	PAYMENT
	$0.00	$1,119.47	$0.00	$0.00	$0.00
41	4/13/2010	4/13/2010	5/1/2010	$80.37	PRINCIPAL PAYMENT
	$80.37	$0.00	$0.00	$0.00	$0.00
40	4/13/2010	4/13/2010	4/1/2010	$1,119.63	PAYMENT
	$0.00	$1,119.63	$0.00	$0.00	$0.00
39	3/11/2010	3/11/2010	4/1/2010	$80.20	PRINCIPAL PAYMENT
	$80.20	$0.00	$0.00	$0.00	$0.00

Chase Detailed Transaction History

Loan # 1024305050
CATHY G LANIER

Interest Rate:	2.875%
Payment Due Date:	9/1/2010
Monthly Payment Amt:	$1,287.00
Current Escrow Balance:	$-13,959.16
Current Principal Balance:	$537,182.20

Property Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072-0000

Mailing Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072

Activity for Period 8/2/2002 – 7/1/2013

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt
38	3/11/2010	3/11/2010	3/1/2010	$1,119.80	PAYMENT
	$0.00	$1,119.80	$0.00	$0.00	$0.00
37	2/8/2010	2/8/2010	3/1/2010	$44.14	PRINCIPAL PAYMENT
	$44.14	$0.00	$0.00	$0.00	$0.00
36	2/8/2010	2/8/2010	2/1/2010	$1,455.86	PAYMENT
	$0.00	$1,455.86	$0.00	$0.00	$0.00
35	1/6/2010	1/6/2010	2/1/2010	$143.75	PRINCIPAL PAYMENT
	$143.75	$0.00	$0.00	$0.00	$0.00
34	1/6/2010	1/6/2010	1/1/2010	$1,456.25	PAYMENT
	$0.00	$1,456.25	$0.00	$0.00	$0.00
33	12/8/2009	12/8/2009	1/1/2010	$143.36	PRINCIPAL PAYMENT
	$143.36	$0.00	$0.00	$0.00	$0.00
32	12/8/2009	12/8/2009	12/1/2009	$1,456.64	PAYMENT
	$0.00	$1,456.64	$0.00	$0.00	$0.00
31	11/6/2009	11/6/2009	12/1/2009	$142.98	PRINCIPAL PAYMENT
	$142.98	$0.00	$0.00	$0.00	$0.00

Loan # 1024305050
CATHY G LANIER

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LEXINGTON, SC 29072

Activity for Period 8/2/2002 – 7/1/2013

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt
30	11/6/2009	11/6/2009	11/1/2009	$1,457.02	PAYMENT
	$0.00	$1,457.02	$0.00	$0.00	$0.00
29	10/7/2009	10/7/2009	11/1/2009	$142.59	PRINCIPAL PAYMENT
	$142.59	$0.00	$0.00	$0.00	$0.00
28	10/7/2009	10/7/2009	10/1/2009	$1,457.41	PAYMENT
	$0.00	$1,457.41	$0.00	$0.00	$0.00
27	9/9/2009	9/9/2009	10/1/2009	$142.20	PRINCIPAL PAYMENT
	$142.20	$0.00	$0.00	$0.00	$0.00
26	9/9/2009	9/9/2009	9/1/2009	$1,457.80	PAYMENT
	$0.00	$1,457.80	$0.00	$0.00	$0.00
25	8/6/2009	8/6/2009	9/1/2009	$61.66	PRINCIPAL PAYMENT
	$61.66	$0.00	$0.00	$0.00	$0.00
24	8/6/2009	8/6/2009	8/1/2009	$1,738.34	PAYMENT
	$0.00	$1,738.34	$0.00	$0.00	$0.00
23	7/8/2009	7/8/2009	8/1/2009	$61.46	PRINCIPAL PAYMENT
	$61.46	$0.00	$0.00	$0.00	$0.00

Loan # 1024305050
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LEXINGTON, SC 29072

Activity for Period 8/2/2002 – 7/1/2013

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt
22	7/8/2009	7/8/2009	7/1/2009	$1,738.54	PAYMENT
	$0.00	$1,738.54	$0.00	$0.00	$0.00
21	6/8/2009	6/8/2009	7/1/2009	$61.26	PRINCIPAL PAYMENT
	$61.26	$0.00	$0.00	$0.00	$0.00
20	6/8/2009	6/8/2009	6/1/2009	$1,738.74	PAYMENT
	$0.00	$1,738.74	$0.00	$0.00	$0.00
19	5/13/2009	5/13/2009		$-25.79	
	$0.00	$0.00	$0.00	$-25.79	$0.00
18	5/13/2009	5/13/2009	6/1/2009	$35.36	PRINCIPAL PAYMENT
	$35.36	$0.00	$0.00	$0.00	$0.00
17	5/13/2009	5/13/2009	5/1/2009	$1,764.64	LATE CHARGE PAID
	$0.00	$1,738.85	$0.00	$25.79	$0.00
16	4/17/2009	4/17/2009		$-61.15	
	$0.00	$0.00	$0.00	$-61.15	$0.00
15	4/17/2009	4/17/2009	4/1/2009	$1,800.00	LATE CHARGE PAID
	$0.00	$1,738.85	$0.00	$61.15	$0.00

Loan # 1024305050
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LEXINGTON, SC 29072-0000

Mailing Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072

Activity for Period 8/2/2002 – 7/1/2013

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt
14	4/16/2009	4/16/2009		$86.94	LATE CHARGE ASSESSED
	$0.00	$0.00	$0.00	$86.94	$0.00
13	3/16/2009	3/14/2009	4/1/2009	$60.95	PRINCIPAL PAYMENT
	$60.95	$0.00	$0.00	$0.00	$0.00
12	3/16/2009	3/14/2009	3/1/2009	$1,739.05	PAYMENT
	$0.00	$1,739.05	$0.00	$0.00	$0.00
11	2/26/2009	2/26/2009	3/1/2009	$1,238.45	PRINCIPAL PAYMENT
	$1,238.45	$0.00	$0.00	$0.00	$0.00
10	2/26/2009	2/26/2009	2/1/2009	$2,361.55	PAYMENT
	$0.00	$2,361.55	$0.00	$0.00	$0.00
9	2/25/2009	2/25/2009		$-118.08	LATE CHARGE WAIVED
	$0.00	$0.00	$0.00	$-118.08	$0.00
8	2/25/2009			$118.08	FEE WAIVED
	$0.00	$0.00	$0.00	$118.08	$0.00
7	2/17/2009	2/17/2009		$118.08	LATE CHARGE ASSESSED
	$0.00	$0.00	$0.00	$118.08	$0.00

Chase Detailed Transaction History

Loan # 1024305050
CATHY G LANIER

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LEXINGTON, SC 29072-0000

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LEXINGTON, SC 29072

Activity for Period 8/2/2002 – 7/1/2013

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt
6	1/12/2009	1/12/2009	2/1/2009	$1,233.06	PRINCIPAL PAYMENT
	$1,233.06	$0.00	$0.00	$0.00	$0.00
5	1/12/2009	1/12/2009	1/1/2009	$2,366.94	PAYMENT
	$0.00	$2,366.94	$0.00	$0.00	$0.00
4	12/12/2008	12/12/2008	1/1/2009	$1,227.69	PRINCIPAL PAYMENT
	$1,227.69	$0.00	$0.00	$0.00	$0.00
3	12/12/2008	12/12/2008	12/1/2008	$2,372.31	PAYMENT
	$0.00	$2,372.31	$0.00	$0.00	$0.00
2	11/10/2008	11/10/2008	12/1/2008	$1,222.34	PRINCIPAL PAYMENT
	$1,222.34	$0.00	$0.00	$0.00	$0.00
1	11/10/2008	11/10/2008	11/1/2008	$2,377.66	PAYMENT
	$0.00	$2,377.66	$0.00	$0.00	$0.00

ARM PLAN 11U1

LN# 0022662126 CATHY G LANIER EMP 0 P0F0

172 BELLE CHASE DRIVE LEXINGTON SC 29072

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DUE DATE	HUD PRT	OF M
541,015.22	.00	.00	.00	.00	.00	.00	.00	.00	.00	01-01-09	.00	RM 1

P & I 1ST	P&I 2ND	CO TAX	CITY TAX	HAZ INS	M I P	LIEN	BSC	A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT	BM
2366.94	.00	.00	.00	.00	.00	.00	.00	.00 0	.00 0	.00 0	.00	2366.94	.0525000	1	8

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL BEG	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR PPD INT	PPD INT IND	GPM ORG
582,250	0	549,574.00		249	98 5322	0.00	0.00	0	0

ASSUM-DT	XFER-DEED	FHA-SEC/NUM	LIP	PAYOFF	FC-TRK-SW	YE-ACQ-RPT/DATE	SALE-ID	EXEMPT	PLGD-LN	PMT-OPT	CALC-METH	ELOC	BNKRPCY	CH/DT
						N/11-01-07	EVHMEHSVC							

PMT PERIOD	1098-DET-HIST	POINTS-PAID/RPTG YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REO STAT/COMPL DT
12		.00					09-02	

IOE CREDIT YTD/W-H	SW/W-H BALANCE	IORE CREDIT YTD/W-H	SW/W-H BALANCE	CONSTR CD	NO PURGE FLAG/YR	BNKRPT STAT	LAST DEF DUE
.00	.00	.00	.00				08-27

REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WKST CODE/REINSTATE DATE	INIT ESC STMT CODE / DATE	LOSS MIT STATUS/COMPL DATE
.00	.00			

UE TE L-FWD	PROC DATE	TP TR	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
						549574.00			.00	.00		.00	.00		
-00	01-03	6 31	1	.00 PROCES PSP		REASON TCON		CONDUIT TAX CONT	CORP:SEQ	PAYEE 55T55		ORIG PAY 109922		17.00	AT
				CHECK #99999 M											
-07	01-07	1 73	1	3434.84	.00	549574.00	3434.84	.00	.00	.00	.00	.00	.00		1
														12-07-07	L
														171.74	AA
														Y	AY
											BATCH 419 EDIT-SEQ 437532				
01-08	01-07	1 75	2	231.28	231.28	549342.72	.00	.00	.00	.00	.00	.00	.00		1
														12-07-07	L
														Y	AY
											BATCH 419 EDIT-SEQ 437532				
01-08	01-14	1 73	1	3433.39	.00	549342.72	3433.39	.00	.00	.00	.00	.00	.00		1
														01-14-08	L
														171.67	AA
											BATCH 4HC EDIT-SEQ 172847				
02-08	01-14	1 75	2	166.61	166.61	549176.11	.00	.00	.00	.00	.00	.00	.00		1
														01-14-08	L
											BATCH 4HC EDIT-SEQ 172847				
02-08	02-11	1 73	1	3600.00	.00	549176.11	3432.35	.00	.00	.00	.00	.00	.00		1
														167.65	W
														02-11-08	L
														171.62	AA
											BATCH 4EL EDIT-SEQ 247533 ACTION 0902				
		IR EFF	03-08	OLD .0750000		NEW .0675000			PRIN BAL	549,176.11					
		PI EFF	03-08	OLD 3,432.35		NEW 3,089.12			PRIN BAL	549,176.11					
03-08	02-12	1 75	1	.00	167.65	549008.46	.00	.00	.00	.00	.00	.00	.00		1
														167.65-W	
														02-11-08	L
											BATCH 5I5 EDIT-SEQ 104881				

ROA1358

LN# 0022662126 CATHY G LANIER EMP 0 POF0

DUE DATE	PROC DATE	TP	TR	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
03-08	02-12	1	73	2	.00	.00	549008.46	.00	.00	.00	.00	.00	.00	.00		1
												BATCH 42I EDIT-SEQ 208221 ACTION 1005				
00-00	02-27	7	45	1	17.00-PROCES WO9 CHECK #		REASON TCON WOTREC 0108 TCON			CORP:SEQ		PAYEE 55T55	ORIG PAY		17.00-AT	
															ACTION 0MEM	
03-08	03-10	1	73	1	3088.17	.00	549008.46	3088.17	.00	.00	.00	.00	.00	.00		1
															03-10-08 L	
															171.56 AA	
												BATCH 4EM EDIT-SEQ 205645				
04-08	03-10	1	75	2	511.83	511.83	548496.63	.00	.00	.00	.00	.00	.00	.00		1
															03-10-08 L	
												BATCH 4EM EDIT-SEQ 205645				
04-08	04-07	1	73	1	3085.29	.00	548496.63	3085.29	.00	.00	.00	.00	.00	.00		1
															04-07-08 L	
															171.40 AA	
												BATCH 4HB EDIT-SEQ 250884				
05-08	04-07	1	75	2	514.71	514.71	547981.92	.00	.00	.00	.00	.00	.00	.00		1
															04-07-08 L	
												BATCH 4HB EDIT-SEQ 250884				
-08	05-08	1	73	1	3082.40	.00	547981.92	3082.40	.00	.00	.00	.00	.00	.00		1
															05-08-08 L	
															171.24 AA	
												BATCH 4I6 EDIT-SEQ 159448				
-08	05-08	1	75	2	517.60	517.60	547464.32	.00	.00	.00	.00	.00	.00	.00		1
															05-08-08 L	
												BATCH 4I6 EDIT-SEQ 159448				
06-08	06-09	1	73	1	3079.49	.00	547464.32	3079.49	.00	.00	.00	.00	.00	.00		1
															06-09-08 L	
															171.08 AA	
												BATCH 41C EDIT-SEQ 246663				
07-08	06-09	1	75	2	520.51	520.51	546943.81	.00	.00	.00	.00	.00	.00	.00		1
															06-09-08 L	
												BATCH 41C EDIT-SEQ 246663				
07-08	07-14	1	73	1	3076.56	.00	546943.81	3076.56	.00	.00	.00	.00	.00	.00		1
															07-14-08 L	
															170.92 AA	
												BATCH 487 EDIT-SEQ 213973				
08-08	07-14	1	75	2	523.44	523.44	546420.37	.00	.00	.00	.00	.00	.00	.00		1
															07-14-08 L	
												BATCH 487 EDIT-SEQ 213973				
08-08	08-11	1	73	1	3073.61	.00	546420.37	3073.61	.00	.00	.00	.00	.00	.00		1
															08-11-08 L	
															170.76 AA	
												BATCH 4D5 EDIT-SEQ 183169				
					IR EFF 09-08		OLD .0675000		NEW .0525000		PRIN BAL	546,420.37				
					PI EFF 09-08		OLD 3,073.61		NEW 2,390.59		PRIN BAL	546,420.37				
09-08	08-11	1	75	3	526.39	526.39	545893.98	.00	.00	.00	.00	.00	.00	.00		1
															08-11-08 L	
												BATCH 4D5 EDIT-SEQ 183169				
09-08	09-09	1	73	1	2388.29	.00	545893.98	2388.29	.00	.00	.00	.00	.00	.00		1
															09-09-08 L	
															170.59 AA	

ROA1359

LN# 0022662126 CATHY G LANIER EMP 0 P0F0

DUE DATE	PROC DATE	TP	TR	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD	DCT
												BATCH 4EL EDIT-SEQ 139943					
10-08	09-09	1	75	2	1211.71	1211.71	544682.27	.00	.00	.00	.00	.00	.00	.00			1
															09-09-08	L	
10-08	10-06	1	73	1	2382.98	.00	544682.27	2382.98	.00	.00	.00	BATCH 4EL EDIT-SEQ 139943 .00	.00	.00			1
															10-06-08	L	
															170.21	AA	
11-08	10-06	1	75	2	1217.02	1217.02	543465.25	.00	.00	.00	.00	BATCH 466 EDIT-SEQ 411249 .00	.00	.00			1
															10-06-08	L	
11-08	11-10	1	73	1	2377.66	.00	543465.25	2377.66	.00	.00	.00	BATCH 466 EDIT-SEQ 411249 .00	.00	.00			1
															11-10-08	L	
															169.83	AA	
12-08	11-10	1	75	2	1222.34	1222.34	542242.91	.00	.00	.00	.00	BATCH 4I8 EDIT-SEQ 118020 .00	.00	.00			1
															11-10-08	L	
12-08	12-12	1	73	1	2372.31	.00	542242.91	2372.31	.00	.00	.00	BATCH 4I8 EDIT-SEQ 118020 .00	.00	.00			1
															12-12-08	L	
															169.45	AA	
01-09	12-12	1	75	2	1227.69	1227.69	541015.22	.00	.00	.00	.00	BATCH 4I5 EDIT-SEQ 151985 .00	.00	.00			1
															12-12-08	L	
												BATCH 4I5 EDIT-SEQ 151985					
REQ-BY TOTALS					46,866.12		38,307.34					.00			2,222.07		
Y/E						8,558.78			.00								

OTHER AMOUNT CODES:
A=FHA-PENALTY G=SER=INTEREST-PAID TO POOL K=INT-DUE-PD P=ACCRUED-IOE/IORE U=REAPPLICATION-FEE Y=HUD-FUND
B=BSC H=FEE-AMT L=PD-THRU-DT R=UE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW
C=235-FEE I=A-H-PD M=ADVANCE-EFF-DATE S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL
F=MISC J=LIFE-PD N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE
AA=SER-FEE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD
AG=SUB-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-STAMP AR=MTGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC=CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD
FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER $=ELOC-FEE

-45C CUSTOMER ACCOUNT ACTIVITY STATEMENT DATE 11/02/07
REQ BY EMC 110107 PAGE 01

CATHY G LANIER
172 BELLE CHASE DRIVE
LEXINGTON SC 29072

EVERHOME MORTGAGE STRIVES TO PROVIDE QUALITY SERVICE TO ALL OF OUR VALUED CUSTOMERS. PLEASE CALL IF WE CAN BE OF FURTHER ASSISTANCE AT:
(800) 669-9721

****

CURRENT ACCOUNT INFORMATION

LOAN NUMBER	DATE PAYMENT DUE	TOTAL PAYMENT AMOUNT	PRINCIPAL & INTEREST PAYMENT	LOAN INTEREST RATE	CURRENT PRINCIPAL BALANCE	ESCROW BALANCE
0000446523	11-01-07	3435.86	0.00	7.50000	0.00	

****

ACTIVITY FOR PERIOD 12-01-05 - 11-01-07

PROCESS DATE	DUE DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION
TRANSACTION AMOUNT	PRIN PD/ BALANCE	INTEREST	ESCROW PD/ BALANCE	OTHER AMOUNT CODE/DESCRIPTION
11-01-07	11-07	156	LOAN TRANSFERRED	
0.00	549,738.14	0.00	0.00	
	0.00			NEW PRINCIPAL/ESCROW BALANCES
10-03-07	11-07	175	PRINCIPAL PAYMENT	
163.12	163.12	0.00	0.00	
	549,738.14			NEW PRINCIPAL/ESCROW BALANCES
10-03-07	10-07	172	PAYMENT	
3,436.88	0.00	3,436.88	0.00	
09-07-07	10-07	175	PRINCIPAL PAYMENT	
162.10	162.10	0.00	0.00	
	549,901.26			NEW PRINCIPAL/ESCROW BALANCES
09-07-07	09-07	172	PAYMENT	
3,437.90	0.00	3,437.90	0.00	
08-03-07	09-07	175	PRINCIPAL PAYMENT	
161.10	161.10	0.00	0.00	
	550,063.36			NEW PRINCIPAL/ESCROW BALANCES
08-03-07	09-07	493	ARM LOAN ADJUSTMENT	
NEW INTEREST RATE: 0.07500			NEW PRIN & INT PAYMENT:	3,438.90
08-03-07	08-07	172	PAYMENT	
3,438.90	0.00	3,438.90	0.00	
07-05-07	08-07	175	PRINCIPAL PAYMENT	
160.10	160.10	0.00	0.00	
	550,224.46			NEW PRINCIPAL/ESCROW BALANCES

-45C CUSTOMER ACCOUNT ACTIVITY STATEMENT DATE 11/02/07
REQ BY EMC 110107 PAGE 02

CATHY G LANIER
LOAN NUMBER: 0000446523

ACTIVITY FOR PERIOD 12-01-05 - 11-01-07

PROCESS DATE	DUE DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION

TRANSACTION AMOUNT	PRIN PD/ BALANCE	INTEREST	ESCROW PD/ BALANCE	OTHER AMOUNT	OTHER CODE/DESCRIPTION
07-05-07	07-07	172	PAYMENT		
3,439.90	0.00	3,439.90	0.00		
06-05-07	07-07	175	PRINCIPAL PAYMENT		
159.10	159.10	0.00	0.00		
	550,384.56				NEW PRINCIPAL/ESCROW BALANCES
06-05-07	06-07	172	PAYMENT		
3,440.90	0.00	3,440.90	0.00		
05-03-07	06-07	175	PRINCIPAL PAYMENT		
158.11	158.11	0.00	0.00		
	550,543.66				NEW PRINCIPAL/ESCROW BALANCES
05-03-07	05-07	172	PAYMENT		
3,441.89	0.00	3,441.89	0.00		
04-12-07	00-00	304	RESTRICTED ESCROW DISBURSEMENT		
150.00-	0.00	0.00		150.00-	
04-04-07	05-07	175	PRINCIPAL PAYMENT		
157.13	157.13	0.00	0.00		
	550,701.77				NEW PRINCIPAL/ESCROW BALANCES
04-04-07	04-07	172	PAYMENT		
3,442.87	0.00	3,442.87	0.00		
03-05-07	04-07	175	PRINCIPAL PAYMENT		
156.16	156.16	0.00	0.00		
	550,858.90				NEW PRINCIPAL/ESCROW BALANCES
03-05-07	03-07	172	PAYMENT		
3,443.84	0.00	3,443.84	0.00		
02-05-07	03-07	175	PRINCIPAL PAYMENT		
41.10	41.10	0.00	0.00		
	551,015.06				NEW PRINCIPAL/ESCROW BALANCES
02-05-07	03-07	493	ARM LOAN ADJUSTMENT		
NEW INTEREST RATE: 0.07500			NEW PRIN & INT PAYMENT:		3,444.10
02-05-07	02-07	172	PAYMENT		
3,558.90	0.00	3,558.90	0.00		
01-04-07	02-07	175	PRINCIPAL PAYMENT		
40.83	40.83	0.00	0.00		
	551,056.16				NEW PRINCIPAL/ESCROW BALANCES
01-04-07	01-07	172	PAYMENT		
3,559.17	0.00	3,559.17	0.00		

-45C CUSTOMER ACCOUNT ACTIVITY STATEMENT DATE 11/02/07
REQ BY EMC 110107 PAGE 03

CATHY G LANIER
LOAN NUMBER: 0000446523

ACTIVITY FOR PERIOD 12-01-05 - 11-01-07

PROCESS DATE	DUE DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION

TRANSACTION AMOUNT	PRIN PD/ BALANCE	INTEREST	ESCROW PD/ BALANCE	OTHER AMOUNT	OTHER CODE/DESCRIPTION
12-05-06	01-07	175	PRINCIPAL PAYMENT		
60.44	60.44	0.00	0.00		
	551,096.99				NEW PRINCIPAL/ESCROW BALANCES
12-05-06	12-06	172	PAYMENT		
3,559.56	0.00	3,559.56	0.00		
11-14-06	12-06	175	PRINCIPAL PAYMENT		
0.00	40.18	0.00	0.00	40.18-	
	551,157.43				NEW PRINCIPAL/ESCROW BALANCES
11-14-06	12-06	173	PAYMENT		
0.00	0.00	0.00	0.00	57.45	1 LATE CHARGES
				57.45-	
11-13-06	12-06	172	PAYMENT		
97.63	0.00	0.00	0.00	97.63	
11-03-06	11-06	172	PAYMENT		
3,600.00	0.00	3,559.82	0.00	40.18	1 LATE CHARGES
10-05-06	10-06	172	PAYMENT		
3,600.00	0.00	3,559.82	0.00	40.18	1 LATE CHARGES
09-22-06	09-06	173	PAYMENT		
0.00	0.00	3,559.82	0.00	40.18	1 LATE CHARGES
				3,600.00-	
09-21-06	09-06	173	PAYMENT		
400.00	0.00	0.00	0.00	400.00	
09-18-06	09-06	152	LATE CHARGE ASSESSMENT		
0.00	0.00	0.00	0.00	177.99-	1 LATE CHARGES
09-05-06	09-06	172	PAYMENT		
3,200.00	0.00	0.00	0.00	3,200.00	
08-04-06	09-06	175	PRINCIPAL PAYMENT		
41.86	41.86	0.00	0.00		
	551,197.61				NEW PRINCIPAL/ESCROW BALANCES
08-04-06	09-06	493	ARM LOAN ADJUSTMENT		
NEW INTEREST RATE: 0.07750			NEW PRIN & INT PAYMENT:	3,560.09	
08-04-06	08-06	172	PAYMENT		
3,158.14	0.00	3,158.14	0.00		
07-05-06	08-06	175	PRINCIPAL PAYMENT		
41.62	41.62	0.00	0.00		
	551,239.47				NEW PRINCIPAL/ESCROW BALANCES

CATHY G LANIER
LOAN NUMBER: 0000446523

ACTIVITY FOR PERIOD 12-01-05 - 11-01-07

PROCESS DATE	DUE DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION

TRANSACTION AMOUNT	PRIN PD/ BALANCE	INTEREST	ESCROW PD/ BALANCE	OTHER AMOUNT	OTHER CODE/DESCRIPTION
07-05-06	07-06	172	PAYMENT		
3,158.38	0.00	3,158.38	0.00		
06-02-06	07-06	175	PRINCIPAL PAYMENT		
41.38	41.38	0.00	0.00		
	551,281.09				NEW PRINCIPAL/ESCROW BALANCES
06-02-06	06-06	172	PAYMENT		
3,158.62	0.00	3,158.62	0.00		
05-02-06	06-06	175	PRINCIPAL PAYMENT		
41.15	41.15	0.00	0.00		
	551,322.47				NEW PRINCIPAL/ESCROW BALANCES
05-02-06	05-06	172	PAYMENT		
3,158.85	0.00	3,158.85	0.00		
04-04-06	05-06	175	PRINCIPAL PAYMENT		
40.91	40.91	0.00	0.00		
	551,363.62				NEW PRINCIPAL/ESCROW BALANCES
04-04-06	04-06	172	PAYMENT		
3,159.09	0.00	3,159.09	0.00		
03-02-06	04-06	175	PRINCIPAL PAYMENT		
40.68	40.68	0.00	0.00		
	551,404.53				NEW PRINCIPAL/ESCROW BALANCES
03-02-06	03-06	172	PAYMENT		
3,159.32	0.00	3,159.32	0.00		
02-02-06	03-06	175	PRINCIPAL PAYMENT		
497.78	497.78	0.00	0.00		
	551,445.21				NEW PRINCIPAL/ESCROW BALANCES
02-02-06	03-06	493	ARM LOAN ADJUSTMENT		
NEW INTEREST RATE: 0.06875			NEW PRIN & INT PAYMENT:		3,162.17
02-02-06	02-06	172	PAYMENT		
2,702.22	0.00	2,702.22	0.00		
01-04-06	02-06	175	PRINCIPAL PAYMENT		
296.33	296.33	0.00	0.00		
	551,942.99				NEW PRINCIPAL/ESCROW BALANCES
01-04-06	01-06	172	PAYMENT		
2,703.67	0.00	2,703.67	0.00		
12-05-05	01-06	175	PRINCIPAL PAYMENT		
294.88	294.88	0.00	0.00		
	552,239.32				NEW PRINCIPAL/ESCROW BALANCES

-45C CUSTOMER ACCOUNT ACTIVITY STATEMENT DATE 11/02/07
REQ BY EMC 110107 PAGE 05

CATHY G LANIER
LOAN NUMBER: 0000446523

ACTIVITY FOR PERIOD 12-01-05 - 11-01-07

PROCESS DATE	DUE DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION
TRANSACTION AMOUNT	PRIN PD/ BALANCE	INTEREST	ESCROW PD/ BALANCE	OTHER AMOUNT	OTHER CODE/DESCRIPTION
12-05-05	12-05	172	PAYMENT	
2,705.12	0.00	2,705.12	0.00	

Chase (OH4-7302)
3415 Vision Drive
Columbus, OH 43219-6009

CHASE

July 01, 2013

Exhibit O

Cathy G. Lanier
172 Belle Chase Drive
Lexington, SC 29072

Verification of debt for mortgage loan ******5050
Borrower(s): Cathy G. Lanier

Loan Number?

Dear Cathy G. Lanier:

We are writing in response to the letter we received on June 28, 2013 about your mortgage loan account above.

We have enclosed copies of the Note and Security Instrument that were signed at the origination of this loan. Our understanding is that this loan is a valid and legally enforceable financial obligation with JPMorgan Chase Bank, N.A. ("Chase").

We have enclosed copies of the following documents about your loan:

- Loan Transaction History
- Note
- Security Instrument
- Appraisal
- Truth-in-Lending
- Good Faith Estimate
- Escrow Disclosure Statements

Any information requested that we did not include is either unavailable or considered confidential.

As of the date of this letter, our records show the following details about this account:

Unpaid Principal Balance	$537,182.20
Accrued Interest from 8/1/2010 to 7/1/2013	$42,845.40
Escrow Advances	$13,959.16
Other Fees and Advances	$1,051.30
Subtotal	$595,038.06
Suspense Amount	$1,200.00
Total	$593,838.06

After Recording Return To:
SOUTHSTAR FUNDING, LLC DBA CAPITAL
HOME MORTGAGE
400 NORTHRIDGE ROAD, SUITE 1120

ATLANTA, GEORGIA 30350

Loan Number?

LOAN NO. 3610016002 [Space Above This Line For Recording Data]
MIN: 1001908-3610016002-2

MORTGAGE

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 AUGUST 2, 2002, together with all Riders to this document.
(B) "Borrower" is CATHY G. LANIER, A MARRIED WOMAN

Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE

Lender is organized and existing under the laws of DELAWARE. Lender's address is 400 NORTHRIDGE ROAD, SUITE 1120, ATLANTA, GEORGIA 30350
(E) "Note" means the promissory note signed by Borrower and dated AUGUST 2, 2002. The Note states that Borrower owes Lender FIVE HUNDRED EIGHTY-TWO THOUSAND TWO HUNDRED FIFTY AND NO/100 Dollars (U.S. $ 582,250.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2027.
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- [X] Adjustable Rate Rider
- [ ] Balloon Rider
- [ ] 1-4 Family Rider
- [ ] Condominium Rider
- [X] Planned Unit Development Rider
- [ ] Biweekly Payment Rider
- [ ] Second Home Rider
- [X] Other(s) [specify] LEGAL ATTACHED

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

446523

CSBV

LOAN NO. 3610016002

ADJUSTABLE RATE NOTE
(LIBOR Index - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

Loan Number?

AUGUST 2, 2002 WEST COLUMBIA, SOUTH CAROLINA
[City] [State]

172 BELLE CHASE DRIVE, LEXINGTON, SOUTH CAROLINA 29072
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 582,250.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE

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 4.000 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

Beginning on the 1st day of SEPTEMBER 1, 2002 and on the first day of every month thereafter until the 1st day of AUGUST, 2012 , I will pay only the interest on the unpaid principal balance of the Note. Thereafter, I will pay principal and interest by making payments every month as provided below.

I will make my monthly payments of principal and interest on the 1st day of each month beginning SEPTEMBER, 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.

My monthly payments will be applied to interest before principal. If, on AUGUST 1, 2027 , 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 400 NORTHRIDGE ROAD, SUITE 1120, ATLANTA, GEORGIA 30350 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. $ 1,940.83 . This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

(D) Withholding

If I am a nonresident client, I understand that all payments due hereunder shall be paid without reduction for any taxes, deductions or withholding of any nature. If such tax, deduction or withholding is required by any law to be made from any payment to the Note Holder, I shall continue to pay this Note in accordance with the terms hereof, such that the Note Holder will receive such amount as it would have received had no such tax, deduction or withholding been required.

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT
(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE
Creditor: 400 NORTHRIDGE ROAD, SUITE 1120
ATLANTA, GEORGIA 30350

CATHY G. LANIER
172 BELLE CHASE DRIVE, LEXINGTON, SOUTH CAROLINA 29072

Date: AUGUST 2, 2002 Loan Number: 3610016002 Loan Number?
Check box if applicable:

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	☐ Total Sale Price The total cost of your purchase on credit including your down payment of
4.307%	$452,191.35	$575,346.31	$1,027,537.66	

☐ REQUIRED DEPOSIT: The annual percentage rate does not take into account your required deposit.
PAYMENTS: Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due	Number of Payments	Amount of Payments	When Payments Are Due	Number of Payments	Amount of Payments	When Payments Are Due
		Monthly Beginning:			Monthly Beginning:			Monthly Beginning:
120	2,086.39	09-01-02						
20	4,403.87	09-01-12						
159	4,306.83	05-01-14						
1	4,307.49	08-01-27						

INDEX: 1.886%
MARGIN: 2.125%

☐ DEMAND FEATURE: This obligation has a demand feature.
☒ Your loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to you earlier.
INSURANCE: The following insurance is required to obtain credit:
☐ Credit life insurance and credit disability ☐ Property insurance ☐ Flood insurance
You may obtain the insurance from anyone you want that is acceptable to creditor.
☐ If you purchase ☐ property ☐ flood insurance from creditor you will pay $ for a one year term.
SECURITY: You are giving a security interest in: 172 BELLE CHASE DRIVE, LEXINGTON, SOUTH CAROLINA 29072
☒ The goods or property being purchased ☐ Real property you already own.
FILING FEES: $ 0.00
LATE CHARGE: If a payment is more than 15 days late, you will be charged 5.00 % of the payment.
PREPAYMENT: If you pay off early, you
☐ may ☒ will not have to pay a penalty.
☐ may ☒ will not be entitled to a refund of part of the finance charge.
ASSUMPTION: Someone buying your property
☐ may ☐ may, subject to conditions ☒ may not assume the remainder of your loan on the original terms.
See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.
☒ * means an estimate ☐ All items and numerical disclosures except the late payment disclosures are estimates.

The undersigned acknowledge receiving and reading a completed copy of this disclosure.
Neither you nor the creditor previously has become obligated to make or accept this loan, nor is any such obligation made by the delivery or signing of this disclosure.

[Applicant]	[Date]	[Applicant]	[Date]
Cathy G. Lanier CATHY G. LANIER	8/2/02		
[Applicant]	[Date]	[Applicant]	[Date]
[Applicant]	[Date]	[Applicant]	[Date]

NOTE: Payment shown above do not include reserve deposits for taxes, assessments, and property or flood insurance.
HP [illegible] 21045.12433

CHASE

Chase Customer Care: Toll Free 1-800-848-9136 Se habla español
Hearing Impaired (TDD): 1-800-582-0542
Servicemembers (SCRA): 1-877-469-0110

Annual Escrow Account Statement

Statement Date: November 16, 2011
Review Period: September 2010 to January 2012
Your Loan Number: 1024305050

Loan Number?

04760 EWA Z 32211 C - ZE
CATHY G LANIER
172 BELLE CHASE DRIVE
LEXINGTON SC 29072-7945

Important Message

If you are in bankruptcy or have been discharged in bankruptcy, this letter is for informational purposes only and is not intended as an attempt to collect a debt or as an act to collect, assess, or recover all or any portion of the debt from you personally. If your payments are being made through a bankruptcy trustee, please provide this information statement to the trustee.

This amount does not reflect any actual shortage that might have been included in any pre-petition arrearage bankruptcy claim.

Monthly Home Loan Payment

	Current	New Payment (effective 02/01/12)
Principal & Interest	$ 1,287.00	$ 1,119.13
Escrow Account Deposit	$ 942.26	$ 311.54
Total Payment Amount	**$ 2,229.26**	**$ 1,430.67**

To determine your Escrow Account Deposit for your new payment, we project the amounts to be paid out of your Escrow Account as described on the back of this page. Your monthly Escrow Account Deposit will reflect any change in the amount of the bills paid since your last analysis. Please compare the Current and New Payment breakdowns to the left.

Our calculations also show that your Escrow Account is currently not in balance; there is a surplus of $1,462.82.

Your Escrow Refund Check

Because your Escrow Account has more money than was needed, your account has a surplus of $1,462.82.

0000002 CHFS008 111118 Page 1 of 2 04760

156-E

SURPLUS

Customer Loan Number: 1024305050

Surplus Amount: $1,462.82

Customer Name: CATHY G LANIER

Due to the status of your account, we will retain your surplus.

EMC
Mortgage Corporation

ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT AND CHANGE OF PAYMENT NOTICE

Analysis Date: June 30, 2010
LOAN NUMBER: 0022662126

Loan Number?

ANTICIPATED ESCROW ACCOUNT DISBURSEMENTS

COUNTY TAX	3,783.41

48002-0003815-001-000-010-000-000

CATHY G LANIER
172 BELLE CHASE DR
LEXINGTON SC 29072-7945

NEW MONTHLY PAYMENT IS AS FOLLOWS

PRIN. AND INT.	1,119.13
ESCROW	315.28
PRORTD SHORTAGE	626.98
TOTAL MONTHLY PAYMENT	**2,061.39**

NEW PAYMENT EFFECTIVE DATE: **09/01/10**

EMC Mortgage Corporation has completed an analysis of your escrow account, and has adjusted your mortgage payment to reflect changes in your real estate taxes or property insurance. The escrow items to be disbursed from your account are itemized above. If you have questions regarding this analysis, please write our Customer Service Department at EMC Mortgage Corporation, P.O. Box 293150, Lewisville, TX 75029-3150, or call toll-free 1-800-723-3004, 7:00 am to 9:00 pm CST Monday through Thursday, and between 7:00 am and 7:00 pm CST on Friday.

PROJECTION FOR THE COMING YEAR

This is an estimate of activity in your escrow account during the coming year, based on payments anticipated to be made from your account.
Please keep this statement for comparison with the actual activity in your account at the end of the next escrow accounting computation year.

	PAYMENTS TO ESCROW ACCOUNT	PAYMENTS FROM ESCROW ACCOUNT				ESCROW ACCOUNT BALANCE	
MONTH		MIP/PMI	TAXES	FLOOD	HAZ INS.	SPECIAL	PROJECTED	REQUIRED
INITIAL DEPOSIT							-4,370.92	3,152.85
SEP 10	315.28						-4,055.64	3,468.13
OCT 10	315.28						-3,740.36	3,783.41
NOV 10	315.28						-3,425.08	4,098.69
DEC 10	315.28		3,783.41-				-6,893.21	630.56 *
JAN 11	315.28						-6,577.93	945.84
FEB 11	315.28						-6,262.65	1,261.12
MAR 11	315.28						-5,947.37	1,576.40
APR 11	315.28						-5,632.09	1,891.68
MAY 11	315.28						-5,316.81	2,206.96
JUN 11	315.28						-5,001.53	2,522.24
JUL 11	315.28						-4,686.25	2,837.52
AUG 11	315.28						-4,370.97	3,152.80

Cushion Selected by Servicer: 630.56

Your ending escrow balance from the last month of the account history is -$4,370.92, your starting balance according to this analysis should be $3,152.85. This means you have a shortage of $7,523.77.

005-0814-2100F

Please keep this statement for comparison with the actual activity in your account at the end of the next escrow accounting computation year.

Your escrow shortage has been spread over a minimum of 12 months resulting in an increase in your monthly payment. If you choose to pay your Escrow Shortage Amount in a lump sum, please mail this coupon with your remittance to: EMC Mortgage Corporation, P.O. Box 660753, Dallas, TX 75266-0753.

Your payment will be reduced by the prorated monthly shortage and will be reflected on your next monthly billing. Please be sure to include your loan number on your check.

EMC
Mortgage Corporation

EMC Mortgage Corporation
P.O. Box 660753
Dallas, TX 75266-0753

Shortage	
Additional Escrow	
Additional Principal	
Total Enclosed	

* Please be sure and designate how you would like extra funds applied

SERVICING DISCLOSURE STATEMENT

NOTICE TO MORTGAGE LOAN APPLICANTS: The right to collect your mortgage loan payments may be transferred. Federal Law gives you certain rights. Read this statement and sign it ONLY if you understand its contents.

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2601 et seq.) you have certain rights under that Federal Law. This statement tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

Transfer Practices and Requirements

If the servicing of your loan is assigned, sold or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the date of transfer. The new loan servicer must also send you notice within 15 days after the date of the transfer. Also, a notice of prospective transfer may be provided to you at settlement (when title of your new property is transferred to you) to satisfy these requirements. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you under certain limited circumstances, when your servicer is changed abruptly. This exception applies only if your servicer is fired for cause, is in bankruptcy proceedings, or is involved in a conservatorship or receivership initiated by a Federal agency.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, the name, address and toll-free or collect call telephone number of the servicer, and toll-free or collect call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions about the transfer of servicing. During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed upon you.

Complaint Resolution

Section 6 of RESPA (12 U.S.C. Section 2605) gives you certain consumer rights, whether or not your loan servicing is transferred. If you send a "qualified written request" to your loan servicer concerning the servicing of the loan, your servicer must provide you with a written acknowledgment within 20 business days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. Not later than 60 days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60-day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request.

Damages and Costs

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section.

Servicing Transfer Estimates by Original Lender

The following is the best estimate of what will happen to the servicing of your mortgage loan:

1. _X_
We do not service mortgage loans. We intend to assign, sell, or transfer the servicing of your loan to another party. You will be notified at settlement regarding servicer.

2. ___
We are able to service this loan and presently intend to do so. However, that may change in the future. For all the loans that we make in the 12 month period after your loan is funded, we estimate that the chances that we will transfer the servicing of those loans is between:

__ 0 to 25% __ 26 to 50% __ 50 to 75% _X_ 76 to 100%

This is only our best estimate and it is not binding. Business conditions or other circumstances may affect our future transferring decisions.

3. This is our record of transferring to servicing of the loans we have made in the past:
Year Percentage of Loans Transferred (Rounded to nearest quartile - 0%, 25%, 50%, 75%, or 100%)

1998 100% 1999 100% 2000 100%

The estimates in 2. and 3. above do not include transfers to affiliates or sub-sidiaries. If the servicing of your loan is transferred to an affiliate or sub-sidiary in the future, you will be notified in accordance with RESPA.

_____
Lender (signature not mandatory)

ACKNOWLEDGMENT OF MORTGAGE APPLICANT

I/We have read this disclosure form, and understand its contents, as evidenced by my/our signature(s) below.

_____ _____ _____ _____
Borrower Date Borrower Date

Plaintiff_000364

Exhibit P

06/07/2010	TRANSFER	[redacted]	CLR	$500.00	
05/10/2010	TRANSFER		CLR	$1,900.00	
03/25/2010	TRANSFER		CLR	$100.00	
07/11/2011	TRANSFER		CLR	$100.00	PMT00092022329702
07/05/2011	TRANSFER		CLR	$200.00	PMT00086026898205
04/05/2011	TRANSFER		CLR	$150.00	PMT00095015110559
03/03/2011	TRANSFER		CLR	$50.00	PMT00062010949701
01/26/2011	TRANSFER		CLR	$1,000.00	PMT00026007253537
01/14/2011	TRANSFER		CLR	$500.00	PMT00014010299903
12/08/2010	TRANSFER		CLR	$400.00	PMT00042011092070
12/07/2010	TRANSFE		CLR	$600.00	PMT00041013893465
11/12/2010	TRANSFE		CLR	$105.00	PMT00016020713257
07/19/2010	TRANSFER		CLR	$2,500.00	PMT00000019965702
07/02/2010	TRANSFE		CLR	$1,400.00	PMT00083009872180
06/16/2010	TRANSFE		CLR	$100.00	
02/01/2010	TRANSFER	EE	CLR	$50.00	
04/14/2011	PAYME		CLR	$1,000.00	PMT00004011969433
03/22/2011	PAYMENT		CLR	$10.00	PMT00081010690190
03/28/2011	PAYMENT		CLR	$18.00	PMT00087021674018
02/17/2011	PAYMENT		CLR	$241.88	PMT00048013939445
05/05/2011	PAYME		CLR	$59.35	PMT00025009755996
12/16/2010	PAYMENT		CLR	$28.45	PMT00050008904541
05/24/2010	PAYME		CLR	$125.00	
10/06/2010	PAYMEN		CLR	$16.00	PMT00079007489645
05/19/2011	PAYMENT		CLR	$14.07	PMT00039013062364
04/14/2011	PAYMENT		CLR	$14.07	PMT00004011969435
03/01/2011	PAYMENT		CLR	$42.82	PMT00060014411862
11/29/2010	PAYMENT		CLR	$57.26	PMT00033022536592
08/04/2010	PAYMENT		CLR	$27.90	PMT00016010516766
06/18/2010	PAYMENT		CLR	$42.68	
03/17/2010	PAYMENT		CLR	$26.46	
07/01/2011	PAYMENT		CLR	$47.67	PMT00082012081153
04/01/2011	PAYMENT		CLR	$47.67	PMT00091014655758
01/03/2011	PAYMENT		CLR	$47.67	PMT00003017418333
10/01/2010	PAYMENT		CLR	$47.67	PMT00074011891055
07/01/2010	PAYMENT		CLR	$47.67	PMT00082011227176
04/01/2010	PAYMENT		CLR	$47.67	
12/16/2010	PAYMENT		CLR	$15.00	PMT00050008904539
03/10/2011	PAYMENT	EB TO EMC MORTGAGE	CLR	$1,200.00	PMT00069012496616
09/10/2010	PAYMENT	EB TO EMC MORTGAGE	CLR	$1,200.00	PMT00000010112325
08/10/2010	PAYMENT	EB TO EMC MORTGAGE	CLR	$1,200.00	PMT00022011455751
07/12/2010	PAYMENT	EB TO EMC MORTGAGE	CLR	$1,200.00	PMT00093023195068
06/10/2010	PAYMENT	EB TO EMC MORTGAGE	CLR	$1,200.00	
05/10/2010	PAYMENT	EB TO EMC MORTGAGE	CLR	$1,200.00	
04/09/2010	PAYMENT	EB TO EMC MORTGAGE	CLR	$1,200.00	
03/09/2010	PAYMENT	EB TO EMC MORTGAGE	CLR	$1,200.00	
02/04/2010	PAYMENT	EB TO EMC MORTGAGE	CLR	$1,500.00	
07/08/2011	PAYMENT		CLR	$60.00	PMT00089013866300
07/05/2011	PAYMEN		CLR	$100.00	PMT00086027275317
06/29/2011	PAYMENT		CLR	$40.00	PMT00080015310541
06/08/2011	PAYMEN		CLR	$60.00	PMT00059011206504
06/03/2011	PAYMENT		CLR	$100.00	PMT00054015001151
05/31/2011	PAYMENT		CLR	$40.00	PMT00051027432680
05/09/2011	PAYMENT		CLR	$60.00	PMT00029028409639
05/03/2011	PAYMENT		CLR	$100.00	PMT00023013449975
04/29/2011	PAYMENT		CLR	$40.00	PMT00019013534756
04/08/2011	PAYMENT		CLR	$60.00	PMT00098008820111
04/04/2011	PAYMENT		CLR	$100.00	PMT00094025763528
03/29/2011	PAYMENT		CLR	$40.00	PMT00088010633460
03/08/2011	PAYMENT		CLR	$60.00	PMT00067007991092
03/03/2011	PAYMENT		CLR	$100.00	PMT00062011093039
02/28/2011	PAYMENT		CLR	$40.00	PMT00059044461747
02/08/2011	PAYMENT		CLR	$60.00	PMT00039008652013

Loan # 1024305050
CATHY G LANIER

Interest Rate:	2.875%
Payment Due Date:	9/1/2010
Monthly Payment Amt:	$1,287.00
Current Escrow Balance:	$-13,959.16
Current Principal Balance:	$537,182.20

Property Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072-0000

Mailing Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072

Activity for Period 8/2/2002 – 7/1/2013

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt
54	9/16/2010	9/16/2010		$111.46	LATE CHARGE ASSESSED
	$0.00	$0.00	$0.00	$111.46	$0.00
53	9/14/2010	9/14/2010	9/1/2010	$1,200.00	PAYMENT
	$0.00	$0.00	$0.00	$0.00	$1,200.00
52	8/12/2010	8/12/2010	8/1/2010	$-80.87	ESCROW ADVANCE RECOVERY
	$0.00	$0.00	$-80.87	$0.00	$0.00
51	8/12/2010	8/12/2010	8/1/2010	$1,200.00	PAYMENT
	$0.00	$1,119.13	$80.87	$0.00	$0.00
50	7/14/2010	7/14/2010	7/1/2010	$-80.87	ESCROW ADVANCE RECOVERY
	$0.00	$0.00	$-80.87	$0.00	$0.00
49	7/14/2010	7/14/2010	7/1/2010	$1,200.00	PAYMENT
	$0.00	$1,119.13	$80.87	$0.00	$0.00
48	6/28/2010	6/28/2010	7/1/2010	$4,370.92	ESCROW ADVANCE
	$0.00	$0.00	$4,370.92	$0.00	$0.00
47	6/28/2010	6/28/2010	1/1/2009	$-3,783.41	H.O.A DUES We have no HOA Dues
	$0.00	$0.00	$-3,783.41	$0.00	$0.00

ROA1374

Chase Detailed Transaction History

Loan # 1024305050
CATHY G LANIER

Interest Rate:	2.875%
Payment Due Date:	9/1/2010
Monthly Payment Amt:	$1,287.00
Current Escrow Balance:	$-13,959.16
Current Principal Balance:	$537,182.20

Property Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072-0000

Mailing Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072

Activity for Period 8/2/2002 – 7/1/2013

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt
46	6/28/2010	6/28/2010	1/1/2009	$-587.51	SANITATION FEE
	$0.00	$0.00	$-587.51	$0.00	$0.00
45	6/14/2010	6/14/2010	7/1/2010	$80.70	PRINCIPAL PAYMENT
	$80.70	$0.00	$0.00	$0.00	$0.00
44	6/14/2010	6/14/2010	6/1/2010	$1,119.30	PAYMENT
	$0.00	$1,119.30	$0.00	$0.00	$0.00
43	5/12/2010	5/12/2010	6/1/2010	$80.53	PRINCIPAL PAYMENT
	$80.53	$0.00	$0.00	$0.00	$0.00
42	5/12/2010	5/12/2010	5/1/2010	$1,119.47	PAYMENT
	$0.00	$1,119.47	$0.00	$0.00	$0.00
41	4/13/2010	4/13/2010	5/1/2010	$80.37	PRINCIPAL PAYMENT
	$80.37	$0.00	$0.00	$0.00	$0.00
40	4/13/2010	4/13/2010	4/1/2010	$1,119.63	PAYMENT
	$0.00	$1,119.63	$0.00	$0.00	$0.00
39	3/11/2010	3/11/2010	4/1/2010	$80.20	PRINCIPAL PAYMENT
	$80.20	$0.00	$0.00	$0.00	$0.00

We have no Sanitation Fees

ROA1375

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

James O. Spence, Master-In-Equity

Appellate Case No. 2017-000874

RECEIVED
MAR 07 2018
SC Court of Appeals

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4, ... Respondent,

v.

Cathy C. Lanier; Branch Banking and Trust Company, Regions Bank, ... Defendants,

Of Whom Cathy C. Lanier is the ..... Appellant.

CERTIFICATE OF COUNSEL

The undersigned certifies that this Record on Appeal contains all material proposed to be included by any of the parties and not any other material except as follows:

Respondent's counsel designated "Lanier Motion to Dismiss" as item #9 on its Designation of Matter. Appellant's counsel does not have such a document in the case file, nor was it located at the Lexington County Courthouse or as part of the online file with the Court of Appeals. Appellant's counsel's office called Respondent counsel on March 5, 2018. Said document was not located in their file.

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Attorneys for Appellant Cathy C. Lanier

West Columbia, SC
March 6, 2018