

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

**RECEIVED**  
JUN 16 2017  
SC Court of Appeals

---

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

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

---

Case No.: 2010-CP-40-01571

Appellate Case No. 2016-00969

---

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

v.

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

Of whom Bruce W. Gardner is the.....Appellant.

---

**APPENDIX TO RECORD ON APPEAL**

---

Peter M. Balthazor, Esquire  
Riley Pope & Laney, LLC  
P.O. Box 11412  
Columbia, South Carolina 29211  
Attorney for Respondent

Bruce W. Gardner  
237 YMCA Road  
Lexington, SC 29073  
Appellant

Bruce W. Gardner  
P.O. Box 1531  
Lexington, SC 29071  
Appellant

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

---

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

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

---

Case No.: 2010-CP-40-01571

Appellate Case No. 2016-00969

---

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

v.

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

Of whom Bruce W. Gardner is the.....Appellant.

---

**APPENDIX TO RECORD ON APPEAL**

---

Peter M. Balthazor, Esquire  
Riley Pope & Laney, LLC  
P.O. Box 11412  
Columbia, South Carolina 29211  
Attorney for Respondent

Bruce W. Gardner  
237 YMCA Road  
Lexington, SC 29073  
Appellant

Bruce W. Gardner  
P.O. Box 1531  
Lexington, SC 29071  
Appellant

**INDEX**

**PLEADINGS/MOTIONS**

1.	Lis Pendens, Civil Action Coversheet, Summons and Complaint together with all attached Notices and Exhibits filed 3-9-10.....	1
2.	Certificate/Certificate of Exemption filed 3-9-10.....	5
3.	Service/Affidavit of Service on Bruce Gardner filed 3-11-10.....	29
4.	Answer to the Complaint filed 4-5-10.....	30
5.	Motion for Summary Judgment including Affidavit of Marc Handley and all exhibits/attachments filed 7-20-15 .....	31

**TRANSCRIPTS**

6.	Transcript of 3-9-16 hearing, pp. 1-25 .....	68
7.	Certificate of Counsel.....	95

EU168

EU102 *JHC*

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

C/A NO.:

CitiMortgage, Inc,

2010CP4001571

Plaintiff(s)

vs.

LIS PENDENS  
(NON-JURY  
MORTGAGE FORECLOSURE)

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

Defendant(s).

RICHLAND COUNTY  
FILED  
2010 MAR -9 AM 8:25  
JEANETTE W. HARRIS  
C.C.P. & G.

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

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

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

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

Date: March 1, 2010

Johnson & Freedman, LLC

*Tiffany H. Wolf*  
Tiffany H. Wolf S.C. Bar No.: 18749  
ATTORNEYS FOR THE PLAINTIFF  
1587 Northeast Expressway  
Atlanta, GA 30329  
(770) 234-9181(Telephone), (770) 234-9192  
(Facsimile)/ 0904811SC

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

CitiMortgage, Inc.,

Plaintiff(s)

vs.

Bruce Gardner, et. al

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2010CP4001571

(Please Print)

Submitted By: Tiffany H. Wolf

Address: JOHNSON & FREEDMAN, LLC

1587 Northeast Expressway

Atlanta, GA 30329

SC Bar #: 16149

Telephone #: (770) 234-9181

Fax #: (770)234-9192

Other:

E-mail: THWolf@jfflegal.com

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

DOCKETING INFORMATION (Check all that apply)

\*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check One Box Below)

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

Submitting Party Signature: [Signature]

Date: March 3, 2010

**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, Colleton, Florence, Greenville, Hampton, Horry,  
Jasper, Lexington, Pickens (Family Court Only), Richland, Union and York

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

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

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

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

**CERTIFICATE OF EXEMPTION FROM ARBITRATION AND MEDIATION**

I certify that this action is exempt from arbitration and mediation because:

To the best of counsel's knowledge, reached in good faith and after reasonable inquiry, the monetary relief in issue is in excess of \$25,000

This is a special proceeding, or actions seeking extraordinary relief such as *mandamus, habeas corpus*, or prohibition,

This is a case which is appellate in nature such as appeals or writs of *certiorari*

This is a post conviction relief matter.

This is a contempt of Court proceeding.

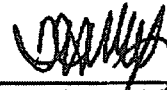
This is a forfeiture proceeding brought by the State.

This is a case involving a mortgage foreclosure.

This is a case that has been submitted to mediation with a certified mediator prior to the filing of this action.

Dated: March 3, 2010

Johnson & Freedman, LLC



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

0904811SC

2010 MAR - 9 AM 8:25  
JEANETTE W. MCBRIDE  
C.C.P. & G.S.  
MICHIGAN COUNTY  
FILED

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

CitiMortgage, Inc,

Plaintiff(s)

vs.

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

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.:

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

FILED  
2010 MAR -9 AM 8:25  
JEANETTE W. McBRIDE  
Clerk  
S.C. P. & G.S.

RICHLAND COUNTY  
FILED

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

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

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

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

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

March 3, 2010

Johnson & Freedman, LLC



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

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

CitiMortgage, Inc,

Plaintiff(s)

vs.

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

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.:

10-1571

COMPLAINT  
NON-JURY MORTGAGE FORECLOSURE  
DEFICIENCY DEMAND

2010 MAR -9 AM 8:25  
JANETTE W. MCGUIDE  
C.C.P. & C.S.  
SOUTH CAROLINA COUNTY  
FILED

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

1. The Plaintiff is a corporation or other legal entity organized and existing under the laws of one of the states of the United States and claims an interest in the real estate which is described hereafter.

2. The above-named Defendant(s) may claim an interest in the real estate which is the subject of this action.

3. Upon information and belief no Defendant is serving, or has served, in the military service of the United States of America as contemplated under the Servicemembers' Civil Relief Act.

4. Concurrently with the filing of this Complaint the Plaintiff has filed with the Office of the Clerk of Court for Richland County a Lis Pendens giving notice of the pendency of this lawsuit.

5. On or about December 14, 2007, for value received, Bruce Gardner ("Mortgagor(s)") made, executed and delivered unto CitiMortgage, Inc. a certain Note ("Note") in the principal sum of \$82,800.00, together with an Interest rate of 6.3750%.

6. To secure payment of the Note according to the terms and conditions thereof, the Mortgagor(s) made, executed and delivered unto Mortgage Electronic Registration

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

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

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

TMS# 14203-10-04

PROPERTY ADDRESS: 104 ABRAHAM STREET, COLUMBIA SC 29203

7. The property secured by the Mortgage is residential property.
8. The Mortgage is owned, securitized or guaranteed by Fannie Mae, Freddie Mac or by a servicer participating in the Home Affordable Modification Program (HMP), but is not subject to modification under the HMP for the following reason(s):

- a. The owner-occupant borrower has failed to respond to Plaintiffs attempts to have the eligible borrower participate

9. The Mortgage was signed, witnessed, probated and thereafter recorded in the office of the Register of Deeds/Clerk of Court for Richland County on December 28, 2007 in Mortgage Book 1388 at Page 1494. A copy of the mortgage is attached hereto as "Exhibit A" and incorporated herein by reference.

10. Thereafter the note and mortgage were assigned to the Plaintiff herein by assignment dated April 17, 2009 and recorded May 13, 2009 in Book 1520 at Page 3794 in the Register Deeds Office of Richland County.

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

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

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

a. The Defendant First Citizens Bank and Trust Company, Inc., is made a party hereto because the Plaintiff is informed and believes that said Defendant holds a mortgage lien against the subject real estate by virtue of a mortgage not to exceed the amount of \$25,200.00 and recorded January 16, 2008 in Book R1392 at Page 3583 in the office of the Register of Deeds for Richland County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

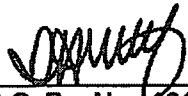
6. An Order be entered for reimbursements of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

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

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

Date: March 3, 2010

Johnson & Freedman, LLC

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

0904811SC

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

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



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

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

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

Book 1388-1494  
2007112979 12/28/2007 1494294000  
Rec: 022.00 County Tax: 03.00 Mortgage  
State Tax: 03.00  
2007112979 Richard W. Gardner  
Washington County R00

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

(Space Above This Line For Recording Data)

**MORTGAGE**

MIN 100011520049046495

**DEFINITIONS**

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

- (A) "Security Instrument" means this document, which is dated December 14, 2007 together with all Riders to this document.
- (B) "Borrower" is Bruce W Gardner

Borrower is the mortgagee 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, First, MI 48501-2026, tel. (888) 678-MERS.

002004904649

SOUTH CAROLINA - Single Family - Revised MasterPledge Also UNIFORM INSTRUMENT WITH MERS Form 3061 1/01

GA(03) 000001

Page 1 of 18

VP Mortgage Solutions, Inc.

*Buy*

CitiMortgage 3.2.13.20 V3

**BRIAN CHARLES MEEVIL**  
**ATTORNEY AT LAW**  
P.O. BOX 6428  
WEST COLUMBIA, SC 29177

(D) "Lender" is C&M Mortgage, Inc.

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

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

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

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

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

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

- Adjustable Rate Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family Rider
- Other(s) (specify Schedule "A")

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

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

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

(L) "Borrow Items" means those items that are described in Section 3.

(M) "Beneficial 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 2600), 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

002004904649

GAJPC 08/01/01

Page 2 of 15

*By*

Form 9841 1/01

C&M Mortgage 3.2.13.20 V3

BRIAN CHARLES E.  
ATTORNEY AT LAW  
P.O. BOX 6432  
HARTZ COLUMBIA, SC 29171

In this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of recording jurisdiction] [Name of Recording Jurisdiction] See Schedule A attached hereto and made apart thereof.

Richland County ROD

Richland W. Rodden

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

which currently has the address of [State] [City], South Carolina 29203-5002 [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, together with all the improvements now or hereafter erected on the property, and all encroachments, 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 executing this Security Instrument.

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



[Signature]

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

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 payment is 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 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 attach 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

002004904649



*BJ*

BRIAN CHARLES REEVE  
ATTORNEY AT LAW  
P O. BOX 8423  
WEST COLUMBIA, SC 29171

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien to 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 obtain priority over this Security Instrument, Lender may give Borrower a notice identifying the

002004900849

GA(SO) 000001

Page 6 of 15

Initials

*[Handwritten initials]*

Form 3041 1/01

CMS Mortgage 3.2.13.20 V3

**BRIAN CHARLES REEVE**  
**ATTORNEY AT LAW**  
 P. O. BOX 6420  
 WEST COLUMBIA, SC 29171

then. 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 deductibles levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

002004804649



**BRIAN CHARLES REEVE**  
ATTORNEY AT LAW  
P. O. BOX 9428  
WEST COLUMBIA, SC 29171

Richland County REC

Richard W. Rooden

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 12 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.

5. 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 demonstrated 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 attach 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

00200-8504649

GA(20) 10-000-01

Page 7 of 18

*BG*

Form 2041 1/01  
CitMortgage 5.5.13.20 V2

**BRIAN CHARLES REEVE**  
**ATTORNEY AT LAW**  
P. O. BOX 6428  
WEST COLUMBIA, SC 29091

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 requirements 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 "ceded 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.

002004504649

GA(US) 000001

Page 6 of 34

Form 2941 1/01

CMSMortgage 3.2.13.20 V3

**BRIAN CHARLES REEVE**  
**ATTORNEY AT LAW**  
 P. O. BOX 9433  
 WEST COLUMBIA, SC 29171

(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. Those 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 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 owns 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 18, 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.

Richland County ROD

Richard W. Rodden

002204904649



Page 8 of 18

Form 2041 1/01

CRIMortgage 3.2.13.20 V3

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

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 Successor 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 Successor in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third parties, 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 interests 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 existing 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.

00004904649

00004904649

Page 10 of 18

*BJ*

Form 8941 1/01

ClidMortgage 3.2.13.20 V3

**BRIAN CHARLES REEVE**  
**ATTORNEY AT LAW**  
 P. O. BOX 8488  
 WEST COLUMBIA, SC 29171



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 herein a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spillage, leakage, 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.

Richland County REC

Richard W. Reeve

00200904649

GA (DC) 12/28/07

Page 18 of 38

Bg

Form 2541 1/01  
CidMortgage 3.2.13.20 V3

**BRIAN CHARLES REEVE**  
**ATTORNEY AT LAW**  
 P O BOX 6438  
 WEST COLUMBIA, SC 29171

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

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

Richard County RCD

Richard W. Rodden

002004904649

DLA (03) 0000.01

Page 13 of 18

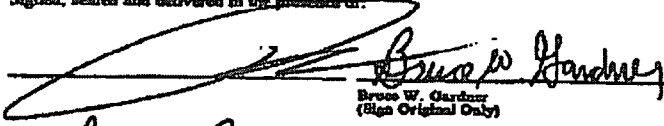
*BR*

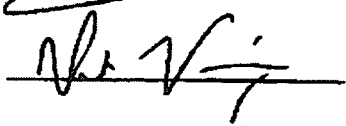
Form 09-01 1/01  
CIM Mortgage 3.2.13.26 V3

**BRIAN CHARLES REEVE**  
**ATTORNEY AT LAW**  
 P.O. BOX 6455  
 WEST COLUMBIA, SC 29171

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:

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

  
 \_\_\_\_\_

Richland County ROD

Richard M. Rodden

002004904649

GA(SIC) 00000001

Page 14 of 15

Form 2041 1/01  
CitiMortgage 5.2.13.20 V3

**BRIAN CHARLES REEVE**  
**ATTORNEY AT LAW**  
 P O BOX 6488  
 WEST COLUMBIA, SC 29171

STATE OF SOUTH CAROLINA  
I, Brian C. Reeve Lexington

County as:  
do hereby certify that

Bruce W. Gardner

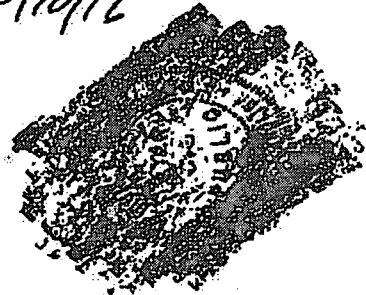
personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

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

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

My Commission Expires: 10/10/16

x [Signature]  
Witness: Victoria Volponi



Richland County EOD

Richard W. Padden

002004904649



Page 15 of 18

[Signature]

Form 3041 1/01  
CRMortgage 3.2.13.20 V3

**BRIAN CHARLES REEVE**  
ATTORNEY AT LAW  
P O. BOX 8488  
WEST COLUMBIA, SC 29171

**Schedule A to Mortgage of Gardner**

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND WITH THE IMPROVEMENTS THEREON, SITUATE, LYING AND BEING NEAR THE CITY OF COLUMBIA, IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, THE SAME BEING SHOWN AS LOT NUMBER 220 ON A PLAT OF GREENVIEW BY COLUMBIA ENGINEERING COMPANY DATED APRIL 28, 1950, REVISED SEPTEMBER 6, 1951 AND RECORDED IN PLAT BOOK 0 AT PAGE 136 IN THE CLERK OF COURT OFFICE FOR RICHLAND COUNTY SC. ALSO, BEING SHOWN ON A PLAT PREPARED FOR LEOLA HARLEY BY R.E. COLLINGWOOD, JR., RLS, DATED FEBRUARY 16, 1966 AND RECORDED MARCH 17, 1966 IN THE OFFICE OF THE ROD FOR RICHLAND COUNTY, SC IN PLAT/RECORD BOOK 28 AT PAGE 543.

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

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

TRIS# 14203-10-04

PROPERTY ADDRESS: 104 ABRAMAM STREET, COLUMBIA SC 29203

Richland County ROD

Richard W. Padden

File No: R-27547

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

# ProVest, LLC - Tampa (Rome)

202 S. Rome Suite 150 Tampa, FL 33606



### Affidavit of Service

DOCKET NUMBER: 10-cv-40-1571  
COURT OF COMMON PLEAS FOR RICHLAND COUNTY, SC  
CASE STYLE:  
PLAINTIFF: CREDITMORTGAGE, INC.; et seq  
vs  
DEFENDANT: BRUCE W. GARDNER; et al  
SERVICE OF PROCESS ON: BRUCE GARDNER

FILE NUMBER: 09GA213C

METHOD OF SERVICE: A true and correct copy of the above-described papers were served on the below-named party in the following manner:

(i) (SUBSTITUTE) By leaving a copy at dwelling (house or usual) place of abode with some person of suitable age and discretion then residing therein.

PLACE OF SERVICE: 237 Yucca Rd  
Lexington, SC 29073 3761

Is the place of service the dwelling house or usual place of abode for the party being served? (x) Yes ( ) No

DATE OF SERVICE: 03/09/2010 TIME OF SERVICE: 6:51 PM

TYPE OF DOCUMENTS: (i) SUMMONS & COMPLAINT (x) DISPIEMENS  
(c) OTHER: FAIR CREDIT DEBIT NOTICE

DESCRIPTION OF PARTY RECEIVING DOCUMENTS: The person receiving the documents is described as follows:  
Name: BELEN GARDNER, Relationship/Title: CO-RESIDENT  
Sex: FEMALE; Race: BLACK; Facial Hair: NO;  
Age (prox): 46-50; Height (prox): 5'5"; Weight (prox): 180

MARITAL STATUS: (x) Single ( ) Married ( ) Separated ( ) Unknown

MILITARY STATUS: PER MY INVESTIGATION, SAID PERSON  
( ) WAS (x) WAS NOT ENGAGED IN THE U.S. MILITARY AT THE TIME OF SERVICE ( ) UNKNOWN  
MILITARY BRANCH, IF APPLICABLE:

IS THE SUBJECT PROPERTY A ( ) YES ( ) NO ( ) MOBILE HOME VIN NOT VISIBLE  
MOBILE HOME? VIN #:

COMMENTS:

Signature of Process Server. The undersigned declares, under penalty of perjury, that the foregoing is true and correct and that the deponent is over the age of 18 and is not a party to nor interested in this action.

NAME: LOREN METTS

Signature of Process Server

Date

Notary Public: Sworn and subscribed before me this 10 day of March in the year of 10

Personally known to me or identified by the following document

Type

Number/Reference

Notary Public (Legal Signature)

Notary Public for SOUTH CAROLINA Commission Expiration 03/03/2014

Bruce Gardner  
Post Office Box 1531  
Lexington, South Carolina 29071

April 5, 2010

**ANSWER TO THE COMPLAINT**

Tiffany H. Wolf  
Johnson & Freedman, LLC  
1587 Northeast Expressway  
Atlanta, GA 30329

Ref: CitiMortgage Inc. v. Bruce Gardner

Case No. 2010CP4001571

Property address: 104 ABRAHAM STREET, COLUMBIA SC 29203

Dear Ms. Wolf or whom it may concern:

This is my answer to the complaint in the court of the common pleas case no. 2010CP4001571.

1. I deny all allegations stated in the complaint commenced in the court of the common pleas case no. 2010CP4001571.
2. I contest the foreclosure and demand a JURY TRIAL.
3. Request a summons and order of appointment in compliance with rule 40 (c), SCRCP.
4. The defendant prays that the Honorable court allow me to see the original Mortgage. This contract is in question. The entire premise of my argument rest on a motion of discovery. I make a motion, I plead to the court to allow me to see the original contract and any or all of the original documents to come before the court so that I can compare it/them with the copies that have been given to me.
5. If I cannot see the original mortgage or have a jury trial I may plead to the court for change of venue.

Sincerely,

*Bruce Gardner*

Bruce Gardner

FILED  
2010 APR - 5 PM 4: 32  
JEANETTE W. BRIDGE  
C.C.P. & G.S.

*Reviewed  
DCW  
11-6-14*

RECEIVED  
 JUL 22 2015  
 FILED

STATE OF SOUTH CAROLINA  
 COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS  
 C/A NO. 2010-CP-40-01571

CitiMortgage, Inc.,

Plaintiff,

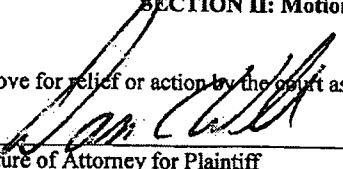
vs.

**MOTION INFORMATION FORM AND  
 COVERSHEET**

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

Defendant(s).

(File No. 4088.01014)

<b>Plaintiff's Attorney:</b> Damon C. Wlodarczyk, SC Bar #70460 Peter M. Balthazor, SC Bar #68244 RILEY POPE & LANEY, LLC 2838 Devine Street Post Office Box 11412 (29211) Columbia, South Carolina 29205 (803) 799-9993/(803) 239-1414		<b>Defendant's Attorney:</b> Bruce W. Gardner P.O. Box 1531 Lexington, SC, 29071 <i>Pro Se</i>	
<input checked="" type="checkbox"/> <b>MOTION HEARING REQUESTED</b> ( <i>attach written motion and complete Sections I &amp; III</i> ) <input type="checkbox"/> <b>FORM MOTION, NO HEARING REQUESTED</b> ( <i>Complete Sections II and III</i> ) <input type="checkbox"/> <b>PROPOSED ORDER/CONSENT ORDER</b> ( <i>Complete Sections II and III</i> )		RICHLAND COUNTY FILED 2015 JUL 20 AM 9:15 JENNIFER M. BRONDE C.C.P. & C.S.	
<b>SECTION I: Hearing Information</b>			
Nature of Motion: Notice of Motion and Plaintiff's Motion for Summary Judgment Estimated Time Needed: 30 minutes Court Reporter Needed: Yes			
<b>SECTION II: Motion Type</b>			
<input checked="" type="checkbox"/> Written Motion Attached <input type="checkbox"/> Form Motion:			
I hereby move for relief or action by the court as set forth in the attached proposed order.			
 Signature of Attorney for Plaintiff		July 14, 2015 Date Submitted	
<b>SECTION III: Motion Fee</b>			
<input checked="" type="checkbox"/> <b>PAID - AMOUNT: \$25.00</b> <input type="checkbox"/> <b>EXEMPT:</b> ( <i>check reason</i> )			
<input type="checkbox"/> Rule to Show Cause in Child or Spousal Support <input type="checkbox"/> Domestic abuse or Abuse and Neglect <input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party <input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief <input type="checkbox"/> Motion for Stay in Bankruptcy <input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRPC) <input type="checkbox"/> 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 Report: _____ <input type="checkbox"/> Other: _____			
<b>JUDGE'S SECTION</b>			
<input type="checkbox"/> Motion fee to be paid upon filing of the attached Order. <input type="checkbox"/> Other:		JUDGE _____ CODE: _____ Date: _____	
<b>CLERK'S VERIFICATION</b>			
Collected by: _____ (Print Name)		DATE FILED: _____	
<input type="checkbox"/> <b>MOTION FEE COLLECTED:</b> _____ <input type="checkbox"/> <b>CONTESTED - AMOUNT DUE:</b> _____			

SCCA/233 (11-2003)

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

CitiMortgage, Inc.,

Plaintiff,

vs.

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

Defendant(s).

(File No. 4088.01014)

IN THE COURT OF COMMON PLEAS

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

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

JEANETTE W. HORNDE  
C.P. & G.S.

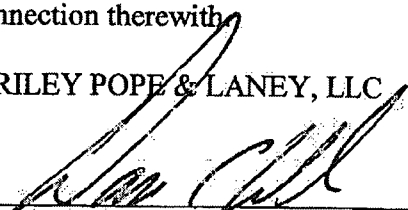
2015 JUL 20 AM 9:45

RICHLAND COUNTY  
FILED

YOU WILL PLEASE TAKE NOTICE that the undersigned as attorney for the Plaintiff will appear before the presiding judge for Richland County, ten (10) days after service hereof at 10:00 a.m., or at such other time and place as the Court may direct, and move for an order pursuant to Rule 56 of the South Carolina Rules of Civil Procedure granting to the Plaintiff Summary Judgment on the grounds that there is no genuine issue as to any material fact, and the Plaintiff is entitled to an Order for Foreclosure and Sale as a matter of law.

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

RILEY POPE & LANEY, LLC

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

July 14, 2015  
Columbia, South Carolina

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

CitiMortgage, Inc.,

Plaintiff,

vs.

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

Defendant(s).

(File No. 4088.01014)

STATE OF Missouri )  
 )  
COUNTY OF St. Charles )

IN THE COURT OF COMMON PLEAS

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

**AFFIDAVIT**

RICHLAND COUNTY  
FILED  
2015 JUL 20 AM 9:15  
JEANETTE W. HERRIDGE  
C.C.P.C. CLERK

PERSONALLY appeared before me Marc Handley, who being duly sworn, says:

1. I am employed as a Vice President-Documents Control for CitiMortgage, Inc. and have authority to make this affidavit on its behalf.
2. That as a Vice President – Documents Control for CitiMortgage, Inc., (s)he is familiar with the policies and procedures regarding records kept in the ordinary course of CitiMortgage, Inc. regularly conducted business activities regarding the creation and servicing of mortgage notes and mortgages.
3. For convenience, the following party listed on the Note is referred herein as "Borrower": Bruce W. Gardner.
4. In my capacity as Vice President-Documents Control for CitiMortgage, Inc., I have access to CitiMortgage, Inc.'s business records, including the business records for and relating to the Borrower's loan. I make this affidavit based upon my review of those records relating to the Borrower's loan and from my own personal knowledge of how they are kept and maintained. The loan records for the Borrower are maintained by CitiMortgage, Inc., in the course of its regularly conducted business activities.

5. The loan evidenced by the Note and Mortgage is not eligible for the Home Affordable Modification Program (HAMP) because the owner-occupant borrower has failed to respond to Plaintiff's attempts to have the eligible borrower participate.

6. CitiMortgage, Inc. is the holder of or otherwise entitled to enforce the Note, which is dated on or about December 14, 2007, between Bruce W. Gardner and delivered unto CitiMortgage, Inc. in the principal sum of Eighty Two Thousand Eight Hundred and 00/100 (\$82,800.00) Dollars, payable in monthly installments of principal and interest of \$516.56 beginning February 1, 2008, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference.

7. That CitiMortgage, Inc., is the owner and holder of a Mortgage between Bruce W. Gardner and Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for CitiMortgage, Inc., its successors and assigns, and covering the following described property:

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

*This being the same property heretofore conveyed to Bruce W. Gardner by Deed of Wachovia Bank of Delaware, N.A. dated September 17, 2007 and recorded October 26, 2007 in the Office of the Register of Deeds for Richland County in Deed/Record Book 1370 at Page 1416. Subject to Restrictive Covenants recorded in Deed/Record Book 1370 at Page 1416.*

*TMS No. 14203-10-04*

*Property Address: 104 Abraham Street, Columbia, SC 29203-5002*

8. The Mortgage was signed, witnessed and probated; thereafter, the Mortgage was recorded in the public records of Richland County on December 28, 2007, in Book 1388 at Page 1494. Thereafter the mortgage was assigned to the Plaintiff herein by assignment dated April 17, 2009 and recorded May 13, 2009 in Book 1520 at Page 3794 in the Register of Deeds Office of Richland County. Copies of the

Plaintiff's Mortgage and Assignment are attached hereto as Exhibits "B" and "C" respectively, and made a part hereof by reference.

9. That CitiMortgage, Inc. sent to the Borrower a Notice of Right to Cure (Breach Letter) dated November 3, 2008. A copy of the Notice of Right to Cure letter is attached hereto as Exhibit "D" and incorporated by reference.

10. The installments of principal and interest which became due on September 1, 2008, have not been paid although demand for the payment thereof has been made and the Plaintiff, as the holder of the Note and Mortgage, elects to and does declare the entire balance of said principal and interest due and payable at once, and that there is now due and owing and unpaid upon the said Note and Mortgage the sum of Eighty Two Thousand Two Hundred Fifty Four and 59/100 (\$82,254.59) Dollars as of September 1, 2008, with a current interest rate of 6.3750% per annum from August 1, 2008, plus all moneys, if any, advanced by the Plaintiff under the terms of the Note and Mortgage for the payment of ad valorem taxes and/or insurance premiums, property maintenance, and securing thereof or otherwise.

11. As a result of the Borrower's default, the Borrower owes, as of April 5, 2015 the following itemized sums of money, exclusive of fees and costs:

(a) Principal amount due as of September 1, 2008	\$82,254.59
(b) Interest through April 5, 2015 at 6.3750% per annum	\$35,015.87
Deferred Interest	\$0.00
(c) Advances	
Property Taxes	\$13,728.58
Hazard Insurance	\$5,993.69
Property Inspections	\$1,049.50
Broker's Price Opinion/Appraisals	\$423.00
Property Preservation	\$230.00
(d) Other	
Pd FC Atty F&C	\$2,545.00
Servicing Fees (Interest Accrued on escrow advances)	\$2,852.64
<b>Total Amount Due or Owed</b>	<b>\$144,092.87</b>

12. The total debt secured by the Note and Mortgage as set forth in paragraph 11, will continue to accrue a *per diem* charge of \$14.36640 for interest.

Affiant further sayeth not.

BY: Marc Handley  
Name Marc Handley

Date: 7-6-2015

Subscribed and sworn to before me this

6 day of July, 2015 by

Marc Handley  
Kenneth Stokes, Notary Public

State of Missouri

My commission expires: 10-6-18

Personally Known X OR

Produced Identification N/A

Type of Identification Produced: N/A



# Exhibit A

# NOTE

December 14, 2007  
(Date)

West Columbia  
(City)

South Carolina  
(State)

104 ABRAHAM ST, COLUMBIA, SC 29203-3002

(Property Address)

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 82,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Citimortgage, Inc.

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

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

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.375 %.

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

## 3. PAYMENTS

### (A) Time and Place of Payments

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

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

I will make my monthly payments at 1000 Technology Drive, O'Fallon, MO 63368-2240

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

### (B) Amount of Monthly Payments

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

## 4. BORROWER'S RIGHT TO PREPAY

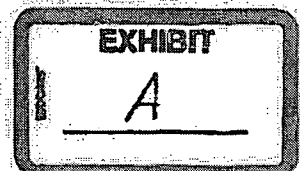
I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly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

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

REDACTED

MULTISTATE PURO RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM DISCLOSURE

Wolters Kluwer Financial Services Form 3200 1/01  
VMP 9-01 (02/07) 01  
Page 1 of 3



**5. LOAN CHARGES**

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

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be \$100 95 of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

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

**(C) Notice of Default**

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

**(D) No Waiver By Note Holder**

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

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

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

**7. GIVING OF NOTICES**

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

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

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

**9. WAIVERS**

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

REDACTED

10. UNIFORM SECURED NOTE

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

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

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

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

*Ernie W. Gardner* (Seal)  
Ernie W. Gardner Borrower

Pay to the order of

WELLS FARGO BANK, N.A.  
P.O. Box 10000  
Denver, Colorado 80202  
or to the order of the following:  
Citibank (New York State), Citibank (Florida), N.A.,  
Citibank, N.A. / W.A. Citibank (West) P.B.

*[Signature]*  
WELLS FARGO BANK, N.A.  
Citibank, N.A.

(Sign Original Only)

REDACTED

**Attorneys' Title Insurance Fund, Inc.**  
Orlando, Florida

---

**ENDORSEMENT**

Attached to and forming a part of Policy No. **MPA-0041706**  
of ATTORNEYS' TITLE INSURANCE FUND, INC. OF ORLANDO, FLORIDA

The insurance afforded by this endorsement is only effective if the land is used or is to be used primarily for residential purposes.

The Company insures the insured against loss or damage sustained by reason of lack of priority of the lien of the insured mortgage over:

- (a) any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the land is located, except as set forth in Schedule B; or
- (b) any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes:

This endorsement is made a part of the policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

This endorsement shall not be valid or binding until countersigned by an authorized signatory as designated below.

Signed and sealed this **28th** day of **December**, 2007

**Attorneys' Title Insurance Fund, Inc. Of Orlando, Florida**

Countersigned: **Brian C. Reeve**

BY \_\_\_\_\_

**Brian C. Reeve**

*Authorized Officer* Agent Number: 20700

Form 1-01-01-01

ALTA Environmental Form 01 Environmental Protection Lien is Available only ALTA Loan policies as amended 10-01-70 and 10-01-04 and 10-12-07

# Exhibit B

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

Book 1500-1404  
2007113570 (200707) 10 42:31.500  
Page 1 of 1  
Folio: 522.00 County Tax: 62.50 State Tax: 62.00  
2007113570 Richard W. Gardner  
Midland County REC

Prepared By:  
CitiMortgage, Inc.  
6300 InterFirst Drive  
Ann Arbor, MI 48106

[Space Above This Line For Recording Date]

**MORTGAGE**  
MIN 1000113 REDACTED

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 12, 16, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 18.

- (A) "Security Instrument" means this document, which is dated December 14, 2007 together with all Riders to this document.
- (B) "Borrower" is Brian W Gardner

Borrower is the mortgagor under this Security Instrument.  
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the 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 2020, First, MI 48501-2020, tel. (303) 679-MERS.

REDACTED

UNIFORM CERTIFICATE - Single Family - Family Member's Use - UNIFORM INSTRUMENT WITH MERS Form 5041 1/01

Page 1 of 1

*Bay*

CRIMortgage 3.2.13.20 V3

BRIAN CHARLES KEE V.L.  
ATTORNEY AT LAW  
P.O. BOX 6426  
WEST COLLEMBIA, SC 29177

R1388/1404. B 12/14/07 R: 12/28/07

EXHIBIT  
B

(D) "Lender" is CitiMortgage, Inc.

Lender is a Corporation organized and existing under the laws of New York. Lender's address is 1000 Technology Drive, O'Fallon, MO 63368-2340

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

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

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

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

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

- Adjustable Rate Rider
- Endorse Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family Rider
- Other(s) (specify) Schedule "A"

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

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a non-for-profit 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, telephone instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Borrow Items" means those items that are described in Section 3.

(M) "Accruals 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 regulations, Regulation X (24 C.F.R. Part 2500), 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

REDACTED

BAZCO 0404.01

Page 8 of 18

Page 2841 1/01

CitiMortgage 3.1.13.20 V3

BRIAN CHARLES  
ATTORNEY AT LAW  
P.O. BOX 1422  
WEST COLUMBIA, SC 29171

In this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

**TRANSFER OF RIGHTS IN THE PROPERTY**

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

(Type of Recording Jurisdiction) (State of Recording Jurisdiction)  
See Schedule A attached hereto and made apart thereof.

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

which currently has the address of  
Street  
(City), South Carolina 29203-5002 (Zip Code)

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

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

REDACTED

GA (SC) 00000001

Page 2 of 10

*By*  
Form 8841 8/01  
CdlMortgage 3.2.13.10 V3

**BRIAN CHARLES REEVE**  
**ATTORNEY AT LAW**  
P. O. BOX 6422  
WEST COLUMBIA, SC 29171

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 2. 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 where deposits are insured by a federal agency, instrumentally, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payment is 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 prejudicial to its rights to enforce 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 2. Each payment shall be applied to each Periodic Payment in the order in which it becomes 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 Payment 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 may attach priority over this Security Instrument as a lien or encumbrance on the Property; (b) household payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 4; 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 accounted by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of accounts 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

REDACTED



*BJ*

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

In writing, in the event of such waiver, Borrower shall pay directly, when and where payable, the amount 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 8. 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 8 and pay such amount and Borrower shall then be obligated under Section 8 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 pay 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, insurability, 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, monthly 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 items 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 attachable to the Property which can attain priority over this Security Instrument, household payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow items, Borrower shall pay them in the manner provided in Section 3.

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

REDACTED

SA(BC) 1000.01

Page 8 of 16

Form 3041 1/07

CRIMortgage 3.2.13.00 V3

**BRIAN CHARLES REEVE**  
ATTORNEY AT LAW  
P. O. BOX 6488  
WEST COLUMBIA, SC 29171

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

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

All insurance policies required by Lender and contents 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 repair 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

REDACTED

44(RC) (1/10/01)

Page 8 of 18

Form 8241 1/01

CMRMortgage 2.R.11.20 V3

BRIAN CHARLES REEVE  
ATTORNEY AT LAW  
P O BOX 6422  
WEST COLUMBIA, SC 29171

On account, 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 extraordinary 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 come in 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 8 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 person or entity 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 foreclosure, 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 proceeding with or assuming 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

REDACTED

44(15) COMB.1

Page 7 of 18

BY 

Form 5041 1/01

Cambridge 3.3.11.20 V3

BRIAN CHARLES REEVE  
ATTORNEY AT LAW  
P.O. BOX 6402  
WEST COLUMBIA, SC 29171

lender's fees to protect its interest in the Property or her 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 instructed 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 third party payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall 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 for the interest and for the period that Lender required 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 for any early exit penalties (the Note) for certain loans if any lender 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 "re-risk retention." Further:

(a) Any such agreements will not offset 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.

REDACTED



*[Handwritten signature]*

BRIAN CHARLES REEVE  
ATTORNEY AT LAW  
P.O. BOX 3429  
WEST COLUMBIA, SC 29171

(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 conducted promptly. Lender may pay for the repair 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 extent, 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 extent, 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) elects to make no 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 sues 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 18, 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.

REDACTED



*BR*

**BRIAN CHARLES REEVE**  
**ATTORNEY AT LAW**  
P.O. BOX 8498  
WEST COLUMBIA, SC 29171

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 parties, entities or Successors in Interest of Borrower or its 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 Beneficial. 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 is "co-signer": (a) in co-signing this Security Instrument only to certify, 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, attorney's 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 exceed 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.

REDACTED

GA(GC) 10/09/07

Page 10 of 18

*BJ*

Form 3041 1/01

ChdLargz 3.2.11.20 V3

BRIAN CHARLES REEVE  
ATTORNEY AT LAW  
P.O. BOX 6483  
WEST COLUMBIA, SC 29171

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, and 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 provisions.

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" given 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 18 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those 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 reinstatement of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if an acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally or electronically; 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 collections under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer pursuant 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

REDACTED



*By*

BRIAN CHARLES HEEVE  
ATTORNEY AT LAW  
P.O. BOX 6488  
WEST COLUMBIA, SC 29171

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

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

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances 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 Substances 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.

REDACTED



*Bg*

BRIAN CHARLES REEVE  
ATTORNEY AT LAW  
P.O. BOX 9-22  
WEST COLUMBIA, SC 29171

**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 13 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 to acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defenses of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

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

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

**25. Waiver of Appraisal Rights.** The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant whose 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 12-17-350 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.

REDACTED

GA (DC) 04/03/07

Page 13 of 21

*By*

Form 8041 1/01

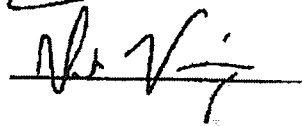
CRMS:page 3.2.13.20 V3

**BRIAN CHARLES REEVE  
ATTORNEY AT LAW  
P.O. BOX 6488  
WEST COLUMBIA, SC 29171**

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

Signed, sealed and delivered in the presence of:

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

 \_\_\_\_\_

REDACTED

SA (SC) 1040101

Page 14 of 15

Form 3041 1/01  
Cid Mortgage 1.2.11.20 V3

BRIAN CHARLES REEVE  
ATTORNEY AT LAW  
P. O. BOX 6488  
WEST COLUMBIA, SC 29171

STATE OF SOUTH CAROLINA Lexington  
I, Brian C. Reeve

County or:  
do hereby certify that

Bruce W. Gardner

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

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

Notary Public for South Carolina

My Commission Expires: 10/10/16

Brian C. Reeve

x [Signature]  
Witness: Victoria Volponi



REDACTED



Page 14 of 16

[Signature]

Form 2041 4/01  
Last Modified J.J.13.20 V3

**BRIAN CHARLES REEVE**  
**ATTORNEY AT LAW**  
P.O. BOX 8488  
WEST COLUMBIA, SC 29090

**Schedule A to Mortgage of Gardner**

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND WITH THE IMPROVEMENTS THEREON, SITUATE, LYING AND BEING NEAR THE CITY OF COLUMBIA, IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, THE SAME BEING SHOWN AS LOT NUMBER 220 ON A PLAT OF GREENVIEW BY COLUMBIA ENGINEERING COMPANY DATED APRIL 28, 1950, REVISED SEPTEMBER 4, 1951 AND RECORDED IN PLAT BOOK C AT PAGE 136 IN THE CLERK OF COURT OFFICE FOR RICHLAND COUNTY SC. ALSO, BEING SHOWN ON A PLAT PREPARED FOR LEOLA DARLEY BY R.E. COLLINGSWOOD, JR., RLS, DATED FEBRUARY 16, 1966 AND RECORDED MARCH 17, 1966 IN THE OFFICE OF THE ROD FOR RICHLAND COUNTY, SC IN PLAT/RECORD BOOK 18 AT PAGE 543.

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

SUBJECT TO RESTRICTIVE COVENANTS RECORDED IN DEED/RECORD BOOK 1370 AT PAGE 1418.

TREN 14283-10-04

PROPERTY ADDRESS: 104 ABRAHAM STREET, COLUMBIA SC 29203

File No: R-27547

BRIAN CHARLES REEV  
ATTORNEY AT LAW  
P.O. BOX 848  
WEST COLUMBIA, SC 29172

# Exhibit C

*Free*

Client Loan No.: REDACTED  
Our File No.: 0904811SC  
Property: 104 Abraham Street  
Columbia, SC 29303

*R1520/3794 D:4/17/09 R:5/13/09*

**ASSIGNMENT OF MORTGAGE**

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

**LEGAL DESCRIPTION: (See attached exhibit A)**

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

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

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

By: Aaron McNamee  
Its: Vice President

WITNESS: [Signature]  
TITLE: [Signature] DATE: \_\_\_\_\_

WITNESS: [Signature]  
TITLE: Witness DATE: 04/17/09

STATE OF Missouri  
COUNTY OF St. Charles

Book 1520-3794  
152037757 06/13/2009 11:56:14:400 Assignment of Mortgage  
Fees: \$7.00 County Tax: \$0.00 State Tax: \$0.00

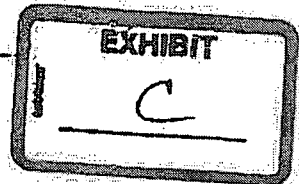


PERSONALLY, came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid Aaron McNamee, with whom I am personally acquainted and who acknowledged that (s) he is the Vice President of the within named Mortgage Electronic Registration Systems, Inc., as nominee for CITIMORTGAGE,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

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

Alex D. Crossman  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**ALEX D CROSSMAN**  
Notary Public - Notary Seal  
State of Missouri  
St. Charles County  
Commission #08872778  
My Commission Expires 11/04/2012



**Schedule A to Mortgage of Gardner**

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND WITH THE IMPROVEMENTS THEREON, SITUATE, LYING AND BEING NEAR THE CITY OF COLUMBIA, IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, THE SAME BEING SHOWN AS LOT NUMBER 220 ON A PLAT OF GREENVIEW BY COLUMBIA ENGINEERING COMPANY DATED APRIL 28, 1950, REVISED SEPTEMBER 4, 1951 AND RECORDED IN PLAT BOOK 9 AT PAGE 136 IN THE CLERK OF COURT OFFICE FOR RICHLAND COUNTY SC. ALSO, BEING SHOWN ON A PLAT PREPARED FOR NEOLA DARLEY BY R.E. COLLINGWOOD, JR., RLS, DATED FEBRUARY 16, 1956 AND RECORDED MARCH 17, 1956 IN THE OFFICE OF THE ROD FOR RICHLAND COUNTY, SC IN PLAT/RECORD BOOK 28 AT PAGE 543.

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

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

TMS# 14303-10-04

PROPERTY ADDRESS: 104 AERAMAN STREET, COLUMBIA SC 29203

File No: R-27567

BRIAN CHARLES REEVE  
ATTORNEY AT LAW  
P.O. BOX 6525  
WEST COLUMBIA, SC 29225

# Exhibit D



REPRESENTATION OF PRINTED DOCUMENT

11/03/08

BRUCE W GARDNER  
PO BOX 1531  
LEXINGTON SC 29071-1531

RE: CitiMortgage Loan #: REDACTED  
Security Instrument Dated: 12/14/07  
Property Address: 104 Abraham St  
Columbia, SC 29203-5002

Dear CitiMortgage Customer(s):

THE ABOVE REFERENCED LOAN IS IN DEFAULT. Payments have not been made as required by the note and mortgage or deed of trust (the "Security Instrument"). Refer to the note and Security Instrument for additional information. CitiMortgage, Inc. is providing this notice as lender or servicing agent for the lender.

To cure the default you must pay the past due amount of \$2,128.60, including \$51.64 in late charges and \$15.00 in delinquency related expenses. We must receive your payment by 12/03/08 (or the next business day thereafter if 12/03/08 is a Saturday, Sunday, or Federal holiday). Any additional monthly payments and late charges that fall due by 12/03/08 must also be paid to bring your account current. You must send certified funds (certified check, cashier's check, or money order) to:

CitiMortgage, Inc.  
P.O. Box 689196  
Des Moines, IA 50368-9196

Failure to cure the default by 12/03/08 may result in the acceleration of all sums due under the Security Instrument. This means the entire unpaid balance will become due. Also, your property may be sold in accordance with the terms of the Security Instrument and applicable law. The Security Instrument entitles us to collect all expenses incurred in pursuing our remedies.

You have the right to reinstate your loan after acceleration in accordance with the terms of the Security Instrument. You have the right to bring a court action or to assert in any foreclosure proceeding, the non-existence of a default or any other defense you have to acceleration and the sale of the property.





## REPRESENTATION OF PRINTED DOCUMENT

**Under IRS regulations, we may be required to report any foreclosure to the IRS. The foreclosure may result in income tax consequences to you. Consult the IRS or your tax advisor for further information.**



REPRESENTATION OF PRINTED DOCUMENT

Page Two  
11/03/08  
REDACTED

You may be eligible for homeownership counseling from one of the Department of Housing and Urban Development ("HUD") approved homeownership counseling agencies. Please call us at 1-800-723-7906\* for information regarding the HUD-approved homeownership counseling agency nearest you or to discuss the circumstances of the default with one of our loan counselors. When you call or write to us, please refer to your loan number: REDACTED .

Sincerely,

Collection Department  
CitiMortgage, Inc.

\*Calls are randomly monitored and recorded to ensure quality service.

This is an attempt to collect a debt, and any information obtained will be used for that purpose.

In the event you are subject to an Automatic Stay issued by a United States Bankruptcy Court or the referenced debt has been discharged in Bankruptcy, this communication is not intended to be an attempt to collect a debt.

081103B0135239

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

CitiMortgage, Inc.,

Plaintiff,

vs.

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

Defendant(s).

(File No. 4088.01014)

IN THE COURT OF COMMON PLEAS

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

CERTIFICATE OF SERVICE

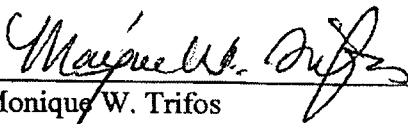
2015 JUL 20 AM 9:15  
JEANETTE W. MORRIS  
C.C. & C.S.  
NON-APPROPRIATE  
FILED

This is to certify that I, Monique W. Trifos, an employee with the law firm of Riley Pope & Laney, LLC, have this day caused to be served upon the persons named below the attached NOTICE OF MOTION AND PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT in the above-captioned matter via United States mail, first-class postage prepaid, to the following:

Bruce W. Gardner  
P.O. Box 1531  
Lexington, SC, 29071

Columbia, South Carolina  
July 14, 2015

15

  
\_\_\_\_\_  
Monique W. Trifos

**Richland County Common Pleas**

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

**RECEIVED**  
 JUL 22 2015  
**FILE**

Received From: Riley

Date: 7/20/2015

Paying for: Citimortgage Inc.

Receipt #: 196235

Transaction Type: Payment

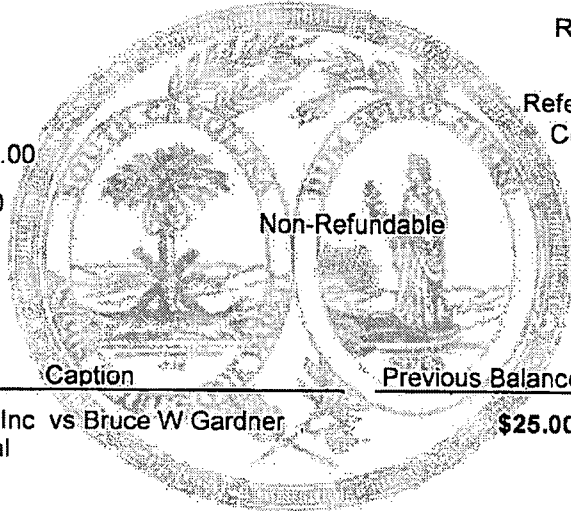
Clerk: METSB

Payment Type: Check \$25.00

Reference #: 78138

Total Paid: \$25.00

Comment:



Case #	Caption	Previous Balance	Amount Paid	Balance Due
2010CP4001571	Citimortgage Inc vs Bruce W Gardner defendant, et al	\$25.00	\$25.00	\$0.00
<b>Total Cases:</b>	<b>1</b>	<b>\$25.00</b>	<b>\$25.00</b>	<b>\$0.00</b>

Transcript of the Testimony of  
**CITIMORTGAGE V. BRUCE W. GARDNER**

**Date:** March 9, 2016



CREEL COURT REPORTING, INC.  
Condensed Transcript and Word Index

1230 Richland Street  
Columbia, SC 29201  
Phone: (803) 252-3445 / (800) 822-0896  
Fax: (803) 799-5668  
Email: [contact@creelreporting.com](mailto:contact@creelreporting.com)  
Internet: <http://creelreporting.com/>

STATE OF SOUTH CAROLINA ) COURT OF COMMON PLEAS  
 )  
 COUNTY OF RICHLAND ) C/A No. 2010-CP-40-1571  
 CitiMortgage, Inc., )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 Bruce W. Gardner and First Citizens )  
 Bank and Trust Company, Inc. )  
 )  
 Defendants. )

---

**HEARING**

\*\*\*\*\*

Wednesday, March 9, 2016  
 11:01 a.m. - 11:35 a.m.

The hearing before the Honorable Ben N. Miller, III, Special Referee for Richland County, was taken at 1704 Main Street, Second Floor, Columbia, South Carolina on the 9th day of March, 2016, before Cortney N. Glover, Court Reporter and Notary Public in and for the State of South Carolina.



**CREEL COURT REPORTING, INC.**  
 1230 Richland Street / Columbia, SC 29201  
 (803) 252-3445 / (800) 822-0896

APPEARANCES

Pete Balthazor, Esquire  
Riley Pope & Laney, LLC  
2838 Devine Street  
Columbia, South Carolina 29205  
Attorney for the Plaintiff

Bruce W. Gardner, Pro Se

INDEX

Certificate . . . . . 26.

EXHIBITS

(There were no exhibits marked in the hearing.)



**CREEL COURT REPORTING, INC.**  
1230 Richland Street / Columbia, SC 29201  
(803) 252-3445 / (800) 822-0896

1 THE COURT: Today is March the 9th. It's  
2 11:00 o'clock a.m. The hearing has been  
3 scheduled in the matter of CitiMortgage, Inc.,  
4 v. Bruce W. Gardner and v. Citizens Bank and  
5 Trust Company, Inc. It's docket number  
6 2010-CP-40-01571. My name is Ben Miller. I  
7 have been appointed by the Court of Common  
8 Pleas for Richland County as special referee to  
9 hear this matter. I'll give both parties a  
10 short -- a moment for a short introduction and  
11 statement before we get into testimony.

12 Mister -- how -- say it again?

13 MR. BALTHAZOR: Balthazor.

14 THE COURT: Balthazor.

15 MR. BALTHAZOR: Balthazor. Rhymes with "razor."

16 THE COURT: Razor. All right. Mr. Balthazor, if  
17 you'll go ahead and just tell us what this is  
18 about.

19 MR. BALTHAZOR: Certainly. I'm Pete Balthazor, here  
20 on behalf of the plaintiff, CitiMortgage, Inc.,  
21 in this foreclosure matter. This case is  
22 dealing with real property located in Richland  
23 County. Like I said, it's a foreclosure case  
24 on -- it was filed in 2010. I'm not sure what  
25 was the delay for many years, but it recently



1 was transferred to our firm, Riley Pope &  
2 Laney, for handling. We filed a motion for  
3 summary judgment on July 20th, 2015. That  
4 motion has not been heard. It's my  
5 understanding we're here today to hear that  
6 motion. And so we're prepared to go forward on  
7 the motion for summary judgment, which we  
8 contend is properly supported by affidavit.

9 THE COURT: All right. Mr. Gardner, do you have a  
10 statement you'd like to make? If you could,  
11 keep it short.

12 MR. GARDNER: Yes, sir. I'd like to say that my  
13 name is Bruce Gardner. The burden of proof is  
14 on the plaintiff to prove that the debt secured  
15 is established. I think it's about -- that's  
16 about it, pretty much.

17 THE COURT: All right. And did you receive a copy  
18 of the motion for summary judgment?

19 MR. GARDNER: Let's see. That is what I got from  
20 their office. Yeah. That's it.

21 THE COURT: That looks like it.

22 MR. GARDNER: Yes, sir.

23 THE COURT: All right. And have you filed a return  
24 to the motion?

25 MR. GARDNER: We did. Yes, sir. I don't have a



1 copy of it; but it should be in the court  
2 records.

3 THE COURT: Do you have a copy of the return?

4 MR. BALTHAZOR: I do not have a copy of that return.  
5 When did you file it, Mr. Gardner?

6 MR. GARDNER: Immediately. If I would have known, I  
7 would have pulled it up. But, yes, sir, I did  
8 file a response.

9 MR. BALTHAZOR: Let me -- I'll look through my file  
10 and see if we've got anything. Looks like we  
11 sent this to the -- our motion to the Court on  
12 July 14th, 2015. Like I say, it looks like it  
13 was filed on July 20th of 2015. I do have a  
14 number of letters and other submissions by  
15 Mr. Gardner in my file. The most recent one  
16 that's in my file, though, is from March 6th of  
17 2013, which -- I don't know -- appears to be --  
18 I mean, it's multiple pages, probably 30 pages  
19 with a number of issues stated in it. But my  
20 file, like I say, does not indicate that we've  
21 got ---

22 MR. GARDNER: I can run over to the court and get a  
23 copy of that. I didn't realize that you  
24 wouldn't have it.

25 THE COURT: Give me the last digits of the docket



CREEL COURT REPORTING, INC.  
1230 Richland Street / Columbia, SC 29201  
(803) 252-3445 / (800) 822-0896

1           number.

2           MR. BALTHAZOR: 1571.

3           THE COURT: All right. Give me -- if you'll hold it  
4           just a minute. Let me run and check and see  
5           what's been filed.

6                           (A break was taken.)

7           THE COURT: Okay. This is a printout from the  
8           clerk's office of what has been filed. I see  
9           that on July the 20th, the plaintiff filed a  
10          motion for summary judgment. Apparently,  
11          attached to that was an affidavit of Mark  
12          Hanley.

13          MR. BALTHAZOR: Correct.

14          THE COURT: Motion fee, motion filed. Okay. The  
15          next thing I see, on August the 12th, 2015, is  
16          a motion to dismiss due to lack of standing.  
17          And I don't -- I'm not sure what this is --  
18          quite [sic] title due, whatever that is. And  
19          that apparently was filed by Mr. Gardner. I do  
20          not see a return to the motion for summary  
21          judgment, and there's no indication whether or  
22          not that motion to dismiss was served on  
23          plaintiff's counsel. So consequently,  
24          Mr. Gardner, unless you have proof that you  
25          served that motion to dismiss on the



1 plaintiff's counsel, there's nothing I can do  
2 about having a hearing on that. I can have a  
3 hearing on the motion for summary judgment, to  
4 which it appears that you did not file a return  
5 or a -- or file any affidavits in opposition to  
6 the motion. Typically, affidavits in  
7 opposition of summary judgment must be filed in  
8 advance of the hearing, and there's no  
9 indication that any of that has transpired  
10 unless you got some copies with you, okay?

11 MR. GARDNER: Gotcha.

12 THE COURT: All right. Now, if you'll give me a  
13 copy of the motion for summary judgment,  
14 please, sir?

15 MR. BALTHAZOR: I wish I had another copy. The only  
16 copy I have is in my file right here.

17 THE COURT: Okay. I don't mean to take it away from  
18 you, but ---

19 MR. BALTHAZOR: There's the motion and the  
20 affidavit.

21 THE COURT: All right. I'm gon' read the motion.

22 MR. BALTHAZOR: Sure.

23 THE COURT: All right. In the motion, the plaintiff  
24 is asserting that it's entitled to an order for  
25 foreclosure and sale, as a matter of law,



1 attached to which is an affidavit of Mark  
2 Hanley, vice president for document control for  
3 the plaintiff. He indicates he's familiar with  
4 this matter. He recites that the loan is  
5 evidenced by a note and mortgage. He recites  
6 that CitiMortgage, Inc., which is the plaintiff  
7 in this action, is the holder ---

8 MR. GARDNER: Okay.

9 THE COURT: --- entitled --- excuse me?

10 MR. GARDNER: When do I have an option to object?

11 THE COURT: I'm gon' go through this first, and then  
12 I'll hear from you.

13 MR. GARDNER: Yes, sir.

14 THE COURT: All right. And, further, Mr. Hanley's  
15 affidavit indicates that they have a mortgage  
16 on property known as Lot Number 220 of  
17 Greenview, which is 104 Abraham Street. He  
18 recites in his affidavit that it was -- the  
19 mortgage was signed, witnessed, and probated  
20 and recorded, that a right to cure letter was  
21 sent out on November the 3rd of 2008. He  
22 further indicates that the payments are due for  
23 September the 1st of 2008, with an unpaid  
24 principal balance of 82,254.59. Interest to --  
25 computed to April the 5th of 2015 at



CREEL COURT REPORTING, INC.  
1230 Richland Street / Columbia, SC 29201  
(803) 252-3445 / (800) 822-0896

1 6.375 percent per annum accrued a total of  
2 \$35,015.87; advances for property taxes,  
3 13,728.58; hazard insurance, 5,993.69; property  
4 inspection is \$1,049.50; broker's price  
5 opinions or appraisals, \$423; property of  
6 preservation \$230; foreclosure fees and costs  
7 paid so far, \$2,545; servicing fees accrued,  
8 interest accrued on escrow advances, those  
9 escrow advances, having been the taxes and  
10 insurance, 2,852.64. Total -- I'm assuming as  
11 of April the 5th of 2015, almost a year ago --  
12 of \$144,092.87 per diem of \$14 -- .36640 for  
13 interest after April 15th of -- April the 5th  
14 of 2015. Attached to his affidavit is a copy  
15 of a note marked Exhibit A; a copy of the  
16 mortgage, which is attached as Exhibit B; an  
17 assignment for Mortgage Electronic Registration  
18 Systems, Inc., has nominee for CitiMortgage,  
19 Inc., transferring the note and mortgage to  
20 CitiMortgage, Inc. That's attached as Exhibit  
21 C. Exhibit D is a copy of a right to cure  
22 letter, dated November the 3rd of 2008. I have  
23 indications attached to the motion that this  
24 motion and Plaintiff's motion for summary  
25 judgment were served on Mr. Gardner by mail to



1 PO Box 1531, Lexington, South Carolina 29071.

2 That being accomplished on July 15th. Okay.

3 Now, Plaintiff's Counsel, can you add to that?

4 Anything else that you want to add to that?

5 MR. BALTHAZOR: Yes. Certainly. As you mentioned  
6 and as attested to in the affidavit that  
7 CitiMortgage, Inc., the plaintiff in this  
8 matter, stated in the affidavit that  
9 CitiMortgage is the holder of the note. It was  
10 also stated in the affidavit that CitiMortgage,  
11 Inc., is the owner and holder of the mortgage  
12 and is in possession of that mortgage. First  
13 of all, I would assert that there's been no  
14 evidence -- that those facts are uncontested;  
15 that is, opponent must come forward with some  
16 specific facts showing there was a genuine  
17 issue on those particular issues. It's my  
18 understanding, from reviewing the file and  
19 looking through the previous years, the --  
20 what's happened in this file is that  
21 Mr. Gardner has, over the years, contested that  
22 CitiMortgage is, in fact, the holder or owner  
23 of the note and mortgage. First of all, like  
24 I said, I think the affidavit certainly  
25 establishes that CitiMortgage is the



**CREEL COURT REPORTING, INC.**

1230 Richland Street / Columbia, SC 29201

(803) 252-3445 / (800) 822-0896

1 uncontested owner and holder of the note. As  
2 I indicated and showed Mr. Gardner before we  
3 went on the record today, I am in possession of  
4 the original note and mortgage for the Court's  
5 review and also for Mr. Gardner's review.

6 THE COURT: Okay.

7 MR. BALTHAZOR: So I think, based on that, the fact  
8 that I'm in possession as attorney for the  
9 plaintiff in the matter, CitiMortgage, Inc.,  
10 this is the uncontested holder of the note and  
11 mortgage and is entitled to enforce the note  
12 and mortgage. I think those, to my knowledge,  
13 are the only contested issues -- or so to  
14 speak, contested issues in the case, from  
15 looking back at the previous filings by  
16 Mr. Gardner. I don't know, at this time, that  
17 I have anything to add as far as the amounts  
18 due. I don't think there's ever been really  
19 any fight put up as far as the default on  
20 the -- under the note and mortgage or that  
21 Mr. Gardner may owe those funds. The only  
22 defense that appears to have been raised is  
23 that CitiMortgage is not the owner and holder  
24 of the note and mortgage.

25 THE COURT: Okay. The Court takes notice of the



1 fact that the mortgage appears to have an  
2 original signature. Its signatures appear to  
3 be in blue ink. The payee under the note is  
4 the plaintiff, CitiMortgage, Inc. Court takes  
5 notice of the fact the mortgage also appears to  
6 have original signatures. It was given to  
7 Mortgage Electronic Registration Systems, Inc.,  
8 as nominee for CitiMortgage, Inc. And as  
9 indicated in the assignment attached to the  
10 motion, the mortgage has been assigned to the  
11 plaintiff, CitiMortgage. So between the note  
12 being in the name of the original lender, which  
13 is the plaintiff, and the assignment of the  
14 mortgage to CitiMortgage, I find that the  
15 matter of record, that the two documents are  
16 now held by the plaintiff. Okay. Do you have  
17 anything further?

18 MR. BALTHAZOR: Just real quick. If there is any  
19 issue that may be raised by Mr. Gardner  
20 concerning the note and mortgage or any  
21 assignment of the note and mortgage, I would  
22 first just bring to the Court's attention that  
23 an assignment of a mortgage does not even need  
24 to be recorded. And so a failure to do so has  
25 no effect on the rights of the assignee. That



1 was stated in a recent case of Bank of America  
2 v. Kinder 731 SE 2nd 547. That's a 2012 case.  
3 But I don't even think that any assignment  
4 issues are even relevant today since we're in  
5 possession of the note and mortgage. It's also  
6 black letter law that a mortgage follows the  
7 note. So that if there were possibly any  
8 irregularities with the assignment of mortgage,  
9 which we deny, we're in possession of the note.  
10 The mortgage follows the note. That's all I'd  
11 add at this time.

12 THE COURT: All right. And you're gon' present the  
13 Court with a calculation of the interest that's  
14 accrued?

15 MR. BALTHAZOR: Yes, we can present that. We have  
16 testified or attested in the affidavit to the  
17 per diem interest that is accruing. Because of  
18 the age of this motion and when we requested  
19 judgment figures from our client, it is  
20 possible that -- I know if we would need to  
21 have a supplemental hearing or to supplement  
22 this -- but there may have been some real  
23 property taxes or insurance paid from -- since  
24 the time that this motion for summary judgment  
25 was filed. We would certainly -- and that was



1 requested in the complaint. I mean, we would  
2 certainly just request, at this time, the  
3 relief requested in the complaint, which I  
4 think would also include any property taxes or  
5 other expenses from the time of the motion for  
6 summary judgment up to the date of the  
7 judgment.

8 THE COURT: All right. Do you know if the taxes are  
9 paid through 2015?

10 MR. BALTHAZOR: I do not.

11 THE COURT: All right. And are you asking for a  
12 deficiency judgment?

13 MR. BALTHAZOR: I believe so. Let me confirm. We  
14 are demanding a deficiency judgment. I'm not  
15 aware that that has been waived.

16 THE COURT: Okay. All right. Is that all you have  
17 now?

18 MR. BALTHAZOR: Yes, sir, Your Honor.

19 THE COURT: All right. Mr. Gardner, we're ready to  
20 hear from you.

21 MR. GARDNER: First of all, I'd like to start with  
22 the note. And I object to the authenticity of  
23 the note, because the plaintiff's submitted to  
24 your court, in an exhibit, what they consider  
25 the note. And we went over it pretty



1 signature.

2 THE COURT: Okay.

3 MR. GARDNER: But I object to the authenticity of  
4 the signature of the plaintiff.

5 THE COURT: Okay. All right. I've heard you. All  
6 right. What else?

7 MR. GARDNER: Okay. So they submitted this to you.  
8 It's my understanding that the original note  
9 should be presented at the time that the claim  
10 is filed. And I guess I don't understand if  
11 this is the original note without an  
12 endorsement. And we all, I guess, swore that  
13 this was the original note and is unsigned.  
14 How can that be -- I guess, I don't know if  
15 it's bogusness or fraud or whatever adjective  
16 you want to call it but ---

17 THE COURT: Well, this was in 2012. That  
18 endorsement may have been added since then.

19 MR. GARDNER: That's what I'm questioning.

20 THE COURT: Well, I've heard you out. All right.  
21 What else?

22 MR. GARDNER: Okay. All right. All right. Okay.  
23 So we've got two purported original notes.  
24 Okay. Then we go to the assignment of  
25 mortgage. And there's a case in South



1 rigorously that day, and they -- you admitted  
2 this over my objection (indicating). They said  
3 that this was the original note (indicating).  
4 And if you look at this so-called original  
5 note, there is no endorsement on that note. So  
6 I object to the ---

7 THE COURT: All right. Well, let me ask you this.

8 MR. GARDNER: Yes, sir.

9 THE COURT: Do you acknowledge that you signed the  
10 note?

11 MR. GARDNER: Absolutely.

12 THE COURT: All right.

13 MR. GARDNER: Absolutely.

14 THE COURT: All right.

15 MR. GARDNER: Absolutely.

16 THE COURT: And do you deny that this is the  
17 original note that was brought to the hearing  
18 today? If you have ---

19 MR. GARDNER: I object. I don't know. I mean,  
20 because ---

21 THE COURT: I'm asking you a question. Do ---

22 MR. GARDNER: To my signature?

23 THE COURT: Do you acknowledge that that's your  
24 signature?

25 MR. GARDNER: I acknowledge my -- that's my



1 Carolina, 2005-CP-43-0278, which argues that  
2 Mortgage Electronic System has no dealing with  
3 the note in mortgages. But the assignment here  
4 purports to transfer both the note and the  
5 mortgage in one document. The note and  
6 mortgage are two documents. So I object to  
7 them assigning both the note and mortgage in  
8 one document, and I object to them having the  
9 authority to assign the note. There is no  
10 proof that Mortgage Electronic Registration  
11 System ever owned the note to assign it to the  
12 plaintiff.

13 THE COURT: Okay. All right. I've heard you out on  
14 the assignment. What else?

15 MR. GARDNER: Okay. Okay. Title 29, Mortgages and  
16 Liens, Article 7. Foreclosure Section 29-3630  
17 states that the debts secure must be  
18 established before a foreclosure can take  
19 place. There's no evidence that -- well, first  
20 of all, the mortgage and note were bifurcated  
21 at inception. The mortgage went to the  
22 plaintiff -- well, excuse me -- the mortgage  
23 went to Mortgage Electronic Systems, and the  
24 note went to the plaintiffs. So that separated  
25 the note and mortgage. And not only did it



1 separate it, it unsecured the mortgage. And  
2 there's no evidence in the record how those two  
3 came back together as a matter of law.

4 THE COURT: Okay. Okay. What else?

5 MR. GARDNER: Finally, I am -- I spoke with the  
6 lender, and they are in the process of sending  
7 me some modification documents, which I'm also  
8 looking at pursuing.

9 THE COURT: Okay. That sounds fine. And are you in  
10 a -- if you -- if they turn you down for a  
11 modification, are you in a position to  
12 reinstate the payments -- or bring current the  
13 payments and have the loan reinstated?

14 MR. GARDNER: As far as I know.

15 THE COURT: I mean, financially, are you in a  
16 position to do that?

17 MR. GARDNER: I'm not yet.

18 THE COURT: Have you requested a reinstatement  
19 figure from plaintiff's counsel?

20 MR. GARDNER: I'm working on that. I spoke with the  
21 CitiMortgage on last night, and I spoke with  
22 counsel on yesterday afternoon, and they are in  
23 the process of getting that for me.

24 THE COURT: All right. How long do you think that  
25 process will take?



1 MR. GARDNER: It shouldn't take long. I don't think  
2 it will.

3 THE COURT: All right. Okay. I'm prepared to rule  
4 on this unless anyone has anything further.

5 MR. BALTHAZOR: I don't have anything further.

6 THE COURT: Okay. The Court finds that the motion  
7 for summary judgment was properly served on the  
8 defendant, Bruce Gardner; that no return to the  
9 motion has been made; that the matters alleged  
10 in the motion and attached endorsement --  
11 excuse me -- attached affidavit are supported  
12 by the documents attached to the affidavit.  
13 The Court finds that ---

14 MR. GARDNER: I've got a question.

15 THE COURT: All right. A short question.

16 MR. GARDNER: Okay. When I asked you if I could  
17 object, I don't know if you accepted that, or  
18 I don't know what your response to those  
19 objections were.

20 THE COURT: Which objection? You mean the list that  
21 you just went through? Because I'm going to  
22 mention each of them right now, if that's what  
23 you're asking.

24 MR. GARDNER: Oh, okay.

25 THE COURT: All right. All right. The Court finds,



**CREEL COURT REPORTING, INC.**

1230 Richland Street / Columbia, SC 29201  
(803) 252-3445 / (800) 822-0896

1 as far as the authenticity of the note that the  
2 plaintiff has presented, the original note,  
3 which Mr. Gardner has acknowledged has his  
4 signature on it, the fact that there is now an  
5 endorsement that's incomplete does not change  
6 that fact. The Court finds that the plaintiff  
7 was, in fact, the original payee under the  
8 note. And, consequently, there would be no  
9 reason to accept Mr. Gardner's objection to  
10 assignment of the note and the mortgage in one  
11 assignment document, that the note was already  
12 in the name of the plaintiff, the assignment  
13 accomplished assigning the mortgage to the  
14 plaintiff. The Court further finds that the  
15 payee under the note and the mortgagee under  
16 the mortgage do not necessarily have to be the  
17 same party, that they can -- the mortgage can  
18 refer back to the payee under the note and hold  
19 the equitable title to the property as nominee  
20 for that payee. I find that the plaintiff has  
21 established the debt due under the note and  
22 mortgage as of April of 2015. And has provided  
23 a per diem so that the Court can establish the  
24 current debt. The Court further finds that the  
25 plaintiff is seeking a deficiency judgment.



1 And, consequently, he can provide in the  
2 judgment that taxes that have been paid  
3 subsequent to the date of the affidavit can be  
4 added to the ultimate deficiency judgment once  
5 the sale has been accomplished. Now, did you  
6 have any more questions?

7 MR. GARDNER: Yes.

8 THE COURT: All right. Go ahead.

9 MR. GARDNER: Unless we're getting into dual  
10 tracking -- I mean, maybe we are -- I'm in the  
11 process of, in addition to what I told you,  
12 looking at modifying this loan.

13 THE COURT: All right. You want me to address that?

14 MR. GARDNER: (No response.)

15 THE COURT: You want me to address that?

16 MR. GARDNER: (Nods head.)

17 THE COURT: All right. Mr. Gardner has reported to  
18 the Court that he has applied with the  
19 plaintiff for modification of the loan and that  
20 he has contacted attorney's -- plaintiff's  
21 counsel for a reinstatement figure.

22 At this point, Mr. Gardner, the Court finds  
23 that those matters are outside the purview of  
24 this court. If those things are -- can be  
25 worked out by you directly with the ---



1 MR. GARDNER: So ---

2 THE COURT: --- plaintiff's counsel. But that --  
3 the Court is not going to get involved in  
4 directing modification or reinstatement by the  
5 plaintiff. That's not the role of the Court.

6 MR. GARDNER: So it's not the role of the Court to  
7 acknowledge the Supreme Court order?

8 THE COURT: Which Supreme Court order are you  
9 referring to?

10 MR. GARDNER: The Supreme Court order that Judge  
11 Toal said that we cannot dual track.

12 THE COURT: All right. Are you referring to the  
13 foreclosure intervention?

14 MR. GARDNER: Yes, sir.

15 THE COURT: All right. Do you live in this  
16 property?

17 MR. GARDNER: Yes, sir.

18 THE COURT: Have you been given notice of  
19 foreclosure intervention?

20 MR. GARDNER: Yes.

21 THE COURT: Have you responded to that notice of  
22 foreclosure intervention within 30 days of it  
23 being delivered to you?

24 MR. GARDNER: No, I haven't.

25 THE COURT: All right. So that means you're outside



1 of the -- that order that you're referring to  
2 from Judge Toal, okay? Because once that  
3 notice of foreclosure intervention is served on  
4 you, you have to make application through the  
5 plaintiff's counsel for a loan modification,  
6 and that has to be done within 30 days of  
7 service. Okay?

8 MR. GARDNER: Okay.

9 THE COURT: Anything further from either party?

10 MR. BALTHAZOR: If I may, I'll just mention also, in  
11 the record, filed July 20th, 2011, is a  
12 certification of exemption from the  
13 administrative -- the South Carolina Supreme  
14 Court administrative order outlining the  
15 reasons that this action would be exempt from  
16 that order. One of those reasons, it did not  
17 appear that the property was owner occupied.  
18 In addition to the reasons of the Court, it's  
19 found that the order doesn't apply. And I just  
20 wanted to also mention that I'm not aware that  
21 Mr. Gardner has applied for any modification or  
22 spoken with any counsel at my office. That may  
23 have occurred without my knowledge yesterday.  
24 I did not speak with Mr. Gardner yesterday.

25 THE COURT: Okay. Anything further?



1 MR. GARDNER: Yes. As a matter -- just to put on  
2 the record, I have no reason to lie. I did  
3 speak with a young lady -- or two young ladies  
4 at your office, and we did speak to  
5 CitiMortgage. And they are in the process of  
6 overnighting the loan modification package.

7 THE COURT: All right. Okay. In dealing with them,  
8 just notify -- advise them of the urgency of  
9 their prompt handling of your application,  
10 inasmuch as the foreclosure sale date will be  
11 scheduled in the near future. Okay?

12 MR. GARDNER: That's fine. And I also would -- I  
13 mean, have the right to an appeal as well.

14 THE COURT: That's fine.

15 MR. BALTHAZOR: Mr. Gardner, who did you speak with,  
16 so that I can go talk ---

17 MR. GARDNER: It was a young lady. First the --  
18 your -- the lady that answers the phone, and  
19 then she gave it over to one of the young lady  
20 attorneys.

21 MR. BALTHAZOR: Okay. Did you get a name?

22 MR. GARDNER: I'm not good with names. Maybe  
23 Christy, but I'm not sure.

24 MR. BALTHAZOR: All right. Thank you, sir.

25 MR. GARDNER: You're welcome.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

THE COURT: Nothing further, we'll close this case.  
(There being no further questions, the hearing  
concluded at 11:35 a.m.)



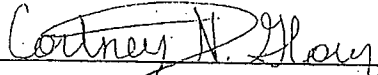
**CREEL COURT REPORTING, INC.**  
1230 Richland Street / Columbia, SC 29201  
(803) 252-3445 / (800) 822-0896

CERTIFICATE

This is to certify that the within hearing consisting of twenty five (25) pages, is a true and correct transcript of the testimony given by said witnesses after being duly sworn; said hearing was reported by the method of Stenomask with Backup.

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

IN WITNESS WHEREOF I have hereunto set my hand and seal on March 28, 2016.



Cortney N. Glover  
Court Reporter

Notary Public for South Carolina  
My Commission Expires: December 1, 2025



CREEL COURT REPORTING, INC.  
1230 Richland Street / Columbia, SC 29201  
(803) 252-3445 / (800) 822-0896

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

---

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

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

---

Case No.: 2010-CP-40-01571

Appellate Case No. 2016-00969

---

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

v.

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

Of whom Bruce W. Gardner is the.....Appellant.

---

**CERTIFICATE OF COUNSEL**

---

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

RILEY POPE & LANEY, LLC



---

Peter M. Balthazor, SC Bar No. 68244  
2838 Devine Street  
Post Office Box 11412 (29211)  
Columbia, South Carolina 29205  
(803) 799-9993  
Attorney for Respondent