

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM YORK COUNTY
Court of Common Pleas

S. Jackson Kimball, Master in Equity

Case No. 2015-CP-46-03068

Appellate Case No. 2016-002161

RECEIVED
APR 25 2018
SC Court of Appeals

The Bank of New York Mellon fka The Bank of New York, as Trustee (CWALT 2004-2CB),.....Respondent,

v.

Tara B. Barfield a/k/a Tara Burdiss Barfield, Samuel C. Barfield, SouthTrust Bank, N.A., Beneficial Financial I Inc., CACH, LLC, and The South Carolina Department of Revenue,.....Defendants,

Of whom Tara B. Barfield a/k/a Tara Burdiss Barfield is the.....Appellant.

RECORD ON APPEAL

Tara B. Barfield
5088 Mariana Court
Tega Cay, South Carolina 29708
(704) 293-0132
Appellant Pro Se

Peter M Balthazor
RILEY POPE & LANEY, LLC.
2838 Devine Street
Columbia, SC 29205
(803) 799-9993
Attorney for Respondent

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM YORK COUNTY
Court of Common Pleas

S. Jackson Kimball, Master in Equity

Case No. 2015-CP-46-03068

Apellate Case No. 2016-002161

Bank of New York Mellon fka
The Bank of New York as
Trustee (CWALT 2004-2CB) Respondent(s),

v.

Tara B. Barfield,

Appellant.

INDEX FOR THE RECORD ON APPEAL

- 1 – Index for the Record on Appeal
- 3 – Order of Reference Filed March 3, 2016
- 6 – Master in Equity's Order of Judgment of Foreclosure and Sale Decree
- 19 – Lis Pendis, Summons & Complaint with all attachments and exhibits
- 62 – Defendant's Answer & Defenses
- 66 – Plaintiff's Motion for Summary Judgment with affidavit and all exhibits (except for the
attachments and exhibits already included with the
Summons & Complaint)
- 78 – Notice of Denial of Foreclosure Intervention
- 80 – Attorney Certification

- 82 – Transcript of CP-46-3066
- 111 – Notice of Rescission (TILA)
- 112 - Notice of Rescission (TILA) Proof of Mailing & Delivery
- 113 – Assignment of Mortgage dated May 19, 2009
- 114 – Larry D. Jesinoski, et ux., Petitioners v. Countrywide Home Loans, Inc., et al.
- 120 –Real Estate Settlement Procedures Act (RESPA) Qualified Written Request (QWR) dated
March 9, 2016
- 137 - Real Estate Settlement Procedures Act (RESPA) Qualified Written Request (QWR) dated
March 22, 2016
- 142 - Real Estate Settlement Procedures Act (RESPA) Qualified Written Request (QWR) dated
May 10, 2016
- 148 – Certification

STATE OF SOUTH CAROLINA
COUNTY OF YORK
COMMON PLEAS COURT

CASE NO. 2015 -CP-46- 3068

Bank of New York Mellon
et al.

VS

Jane B. Barfield et al

Plaintiff(s)

Defendant(s)

I find that this case should be referred to a master-in-equity or special referee because:

- ☐ All of the parties not in default consent to the reference.
- ☐ None of the parties have made a timely demand for a jury trial.
- ☐ This is an equitable matter.

☒ SEE ATTACHED ORDER

FILED-RECEIVED
2016 MAR -3 AM 8:07
DAVID HAMILTON
C.C.P. & GS
YORK COUNTY, SC

Accordingly, this matter is referred to the master-in-equity or _____
as a special referee to:

- ☐ Hold a hearing(s) and file a report. Any review of this report shall be in the manner prescribed by Rule 53(e)(2), SCRCP.
- ☒ Hold a hearing(s) and enter final judgment in this matter. Any appeal from an order of judgment of the master-in-equity or special referee shall be directly to the Supreme Court. See S.C. Code Ann. S 14-11-85 (Supp. 1994).

IT IS SO ORDERED.

Heidi B. Carey
Brittany L. Kilpatrick
Jane B. Barfield (Pro Se)
Samuel C. Barfield (Pro Se)
Demetrius K. Koutrakos

David Hamilton
CLERK OF COURT

The Supreme Court of South Carolina

ORDER

FILED-RECEIVED
2016 FEB -2 AM 9:13
DAVID HAMILTON
YORK COUNTY, SC

Pursuant to the provisions of S.C. CONST. Art. V, §4,

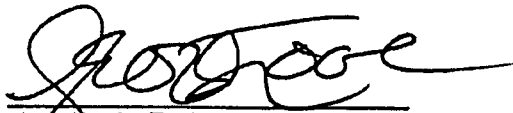
IT IS ORDERED that the Honorable S. Jackson Kimball, III, Master-in-Equity for York County, is hereby assigned as a Circuit Judge for York County to assist with the docket and perform the following:

1. In civil jury matters from the date of filing, unless otherwise directed by the Chief Judge for Administrative Purposes for the Circuit, to hear and dispose of any or all motions and pretrial proceedings, including damages hearings, and to perform all administrative duties necessary to prepare these cases for trial or other disposition, including sounding the trial roster and docket, but excepting those matters and/or proceedings reserved to the Chief Judge for Administrative Purposes for the Circuit; and
2. In civil nonjury matters from the date of filing, unless otherwise directed by the Chief Judge for Administrative Purposes for the Circuit, to hear and dispose of any or all motions and pretrial proceedings, and to perform all administrative duties necessary to prepare these cases for trial or other disposition, including sounding the trial roster and docket, and to try these matters to conclusion, but excepting those matters and/or proceedings reserved to the Chief Judge for Administrative Purposes for the Circuit; and
3. Hear appeals from Magistrate, Municipal and Probate Courts, as well as cases involving judicial review and/or appeal of decisions of administrative agencies or commissions; and
4. Accept Grand Jury returns when needed; and
5. Hear and approve or disapprove settlements of minor's interest and all other people with an incapacity, and wrongful death and survivor actions settlements; and
6. Perform such other duties as to effectuate the intent of this Order.

The purpose of this assignment is to allow Judge Kimball to assist with the docket and perform these additional duties in accordance with his schedule and taking into consideration his judicial duties as Master-in-Equity. Regular Circuit Judges shall also continue to hear these matters.

IT IS FURTHER ORDERED that, except for mortgage foreclosure cases, the clerk of the circuit court, at the expiration of 120 days from the date of filing, shall refer all non-jury cases to Judge Kimball, as Master-in-Equity. At the time of the reference, the equity court clerk shall bill the plaintiff's attorney the cost of the reference according to the schedule of costs in effect, and this bill must be paid prior to the matter being set for hearing. Judge Kimball may, in his discretion, remand any case referred to him back to the circuit court for disposition by a Circuit Judge.

This order is effective January 1, 2016 and shall remain in effect until January 1, 2017.


Jean Hofer Toal
Chief Justice

December 9, 2015
Columbia, South Carolina

STATE OF SOUTH CAROLINA
EQUITY COURT

1 North Congress Street
Post Office Box 627
York, South Carolina
29745



S. Jackson Kimball, Judge

Telephone 803-628-3930
Telecopier 803-628-3934

E-mail: jack.kimball@
yorkcountygov.com

FROM: S. Jackson Kimball, Master in Equity / Special Circuit Court Judge

I have been assigned the non-jury case listed on the enclosed referral order from the Clerk of Court. The order shows you as an attorney of record in the case.

If the case is to go forward, the attorney for the Plaintiff must send the required fee to this office made payable to the Master-in-Equity. In addition to payment of the statutory reference fee, the attorney for the Plaintiff must call this office to schedule a hearing date. If the fee is not received and the hearing is not scheduled, or scheduling issues resolved with the Court, within 30 days from the filing date of the referral order, the case will be dismissed for failure to prosecute. The case will not be restored to the roster of cases except upon motion to restore and a showing of good cause.

Rule 5(d), SCRPC, requires filing of proof of service of the Summons and Complaint within 10 days after service. If service has not been accomplished to date, the case should not be kept on the Court's roster, as there is no active case. Thus, if proof of service has not already been filed, the Court must receive proof(s) of service of the Summons and Complaint within 30 days of the date of this letter, or the case will be dismissed for failure to prosecute. The case will then have to be recommenced by refile and service of the Summons and Complaint.

The schedule of fees is as follows: \$125.00 for a foreclosure action, partition action or quiet title action; \$50.00 for all other cases, except supplementary proceedings, which are \$25.00. All motions require a fee of \$25.

Thank you for your cooperation. If you have any questions, please do not hesitate to call our office.

Yours very truly,,

A handwritten signature in black ink, appearing to read "S. Jackson Kimball".

S. Jackson Kimball

Master In Equity / Special Circuit Court Judge
York County

SJK/mam

STATE OF SOUTH CAROLINA
COUNTY OF YORK
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2015-CP-46-03068

The Bank of New York Mellon fka The Bank of New York, as
Trustee (CWALT 2004-2CB)

PLAINTIFF

vs.

Tara B. Barfield a/k/a Tara Burdiss Barfield, Samuel C. Barfield,
SouthTrust Bank, N.A., Beneficial Financial I Inc., CACH, LLC,
and The South Carolina Department of Revenue

DEFENDANTS.

FILED-RECEIVED
2016 SEP 14 AM 9:08
DAVID HAMILTON
C.C.P. & G.S.
YORK COUNTY, SC

Submitted by: Riley Pope & Laney, LLC
Post Office Box 11412, Columbia, SC 29211

Attorney for Plaintiff

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
☐ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See page 2 for additional information.
☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other -
☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;
☐ Binding Arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other -
☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other -

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR
ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow); ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount to be Enrolled (List amount(s) below)
If applicable, describe the property, including tax map information and address, referenced in the order: Tax Map # 641-05-01-088; 5088 Mariana Court, Tega Cay, SC 29708		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details

Circuit Court Judge

3063
Judge Code

9/13/16
Date

For Clerk of Court Use Only

This judgment was entered on the 14 day of Sept, 2016, and a copy mailed first class or placed in the appropriate attorney's box on this 14 day of Sept, 2016 to attorneys of record or to parties (when appearing pro se) as follows:

Attorneys for Plaintiff:

Riley Pope & Laney, LLC
Post Office Box 11412
Columbia, South Carolina 29211

Defendants:

✓ Tara B. Barfield a/k/a Tara Burdiss Barfield, *Pro Se*
5088 Mariana Court
Tega Cay, South Carolina 29708

✓ Samuel C. Barfield, *Pro Se*
5088 Mariana Court
Tega Cay, South Carolina 29708

~~SouthTrust Bank, N.A. Successor Wells Fargo Bank N.A.
c/o Corporation Service Company
1703 Laurel Street
Columbia, South Carolina 29201~~

~~Beneficial Financial I Inc.
c/o CT Corporation System
2 Office Park Court, Suite 103
Columbia, South Carolina 29223~~

~~CACH, LLC
c/o Adam Tesh, Esquire
1900 Barnwell Street
Columbia, South Carolina 29201~~

✓ South Carolina Department of Revenue
Brittany L. Kilpatrick, Esquire
Post Office Box 12265
Columbia, South Carolina 29211

David Hamilton / BH
CLERK OF COURT

Court Reporter: _____

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA

COUNTY OF YORK

The Bank of New York Mellon fka The Bank of New York, as Trustee (CWALT 2004-2CB),

Plaintiff,

vs.

Tara B. Barfield a/k/a Tara Burdiss Barfield, Samuel C. Barfield, SouthTrust Bank, N.A., Beneficial Financial I Inc., CACH, LLC, and The South Carolina Department of Revenue,

Defendants.

(File No. 4028.00915)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2015-CP-46-03068

**MASTER IN EQUITY'S ORDER OF
JUDGMENT OF FORECLOSURE AND
SALE DECREE**

(Non-Jury)

(Not Eligible for HAMP)

(Deficiency Demanded against
Tara B. Barfield)

RILEY POPE & LANEY, LLC
Attorneys for Plaintiff

Tara B. Barfield a/k/a Tara Burdiss Barfield
Pro Se

Samuel C. Barfield
Pro Se

Brittany L. Kilpatrick
Attorney for South Carolina Department of Revenue

FILED-RECEIVED
2016 SEP 14 AM 9:08
DAVID HAMILTON
C.D.C.P. & G.S.
YORK COUNTY, SC

Pursuant to Rule 53 SCRPC, the above entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in this cause without further order of court. Any appeal from this Order shall be directly to the South Carolina Court of Appeals.

This matter came before the Court on August 23, 2016, for a hearing on Plaintiff's Motion for Summary Judgment. Present at the hearing representing the Plaintiff was Peter M. Balthazor. The Defendant Samuel C. Barfield appeared, *pro se*.

This is an action for a foreclosure of a mortgage of real property located in York County, South Carolina. Plaintiff filed and served a Motion for Summary Judgment supported by an Affidavit and attachments on August 4, 2016. Defendants did not file any counter-affidavits prior to the hearing as required by Rules 6(d) and 56(e), SCRPC.



#1

STANDARD

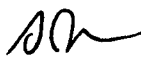
Summary Judgment is warranted only if there is no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law. Rule 56(c), SCRPC. "In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the non-moving party." Bloom v. Ravoira, 339 S.C. 417, 529 S.E.2d 710 (2000). The moving party has the initial burden of demonstrating the absence of a genuine issue of material fact. However, once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent must come forward with specific facts showing there is a genuine issue for trial." Garvin v. Bi-Lo, Inc., 337 S.C. 436, 523 S.E.2d 481 (Ct. App. 1999). The opponent cannot merely rely upon the pleadings, but must submit some additional evidence creating a genuine issue of material fact.

"Generally, the party seeking foreclosure has the burden of establishing the existence of the debt and the mortgagor's default on that debt. Once the debt and default have been established, the mortgagor has the burden of establishing a defense to foreclosure such as lack of consideration, payment, or accord and satisfaction." Bell, 385 S.C. at 374-75, 684 S.E.2d at 205 (internal citations omitted).

In support of its motion, Plaintiff submitted an affidavit from an employee of Bayview Loan Servicing, LLC, the servicer of this mortgage loan. The Affidavit established the authenticity of the Note and Mortgage, terms of the loan agreement, Defendant's default under the terms of the loan agreement, debt figures, and compliance with all statutory requirements regarding notice. As no counter-affidavits or other admissible evidence was presented, the evidence before the Court is uncontested. Based upon the uncontested evidence, the Court makes the following findings of fact and conclusions of law:

FINDINGS OF FACT:

- 1) The Lis Pendens was filed on October 9, 2015.
- 2) The Summons and Complaint were filed on October 9, 2015.
- 3) Service was made upon the Defendants as shown by the proof of service filed herein.




4) The Defendants SouthTrust Bank, N.A., Beneficial Financial I Inc., and CACH, LLC are in default as shown by Affidavit, Notice, or Order filed herein.

5) The Defendants and all attorneys of record were notified of the time, date, and place of the hearing in this matter.

6) According to the affidavit filed herein, a good faith investigation did not determine that the Defendants, Tara B. Barfield a/k/a Tara Burdiss Barfield, Samuel C. Barfield, are in the military service and therefore entitled to protection under the Servicemembers' Civil Relief Act, 50 U.S.C.A. §3901 et seq., or any amendments thereto.

7) For value received, Tara B. Barfield made, executed and delivered a note ("Note") dated December 8, 2003, promising thereby to pay to the order of Countrywide Home Loans, Inc. the sum of One Hundred Fifty-Nine Thousand One Hundred Eighty and 00/100 (\$159,180.00) Dollars, with interest at the rate of 6.250% per annum initially, with a current rate of 4.0000% per annum. Other terms and conditions are stated in the Note, which is of record herein.

8) To better secure the payment of the Note described above, Tara B. Barfield made, executed, and delivered to Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Countrywide Home Loans, Inc. a certain real estate mortgage ("Mortgage") in writing, dated December 8, 2003, covering real property in York County, which is the same as that described in the Complaint. The Mortgage was filed in the Office of the Register of Mesne Conveyances/Register of Deeds for York County on January 22, 2004, in Book 6004 at Page 32. By Assignment recorded March 26, 2009 in Book 10650 at Page 120, Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Countrywide Home Loans, Inc. assigned said Mortgage to Bank of New York as Trustee for the Certificateholders of CWALT 2004-02. By Assignment recorded April 22, 2015 in Book 14812 at Page 123, Bank of New York as Trustee for the Certificateholders of CWALT 2004-02 assigned said Mortgage to the Plaintiff in this matter, The Bank of New York Mellon fka The Bank of New York, as Trustee (CWALT 2004-2CB).

9) The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagors and constitutes a first mortgage lien on the mortgaged premises.

DM
53
3

10

10) The Plaintiff is the real party in interest pursuant to SCRCP 17(a) and is entitled to enforce the terms of the subject Note and Mortgage. The uncontested affidavit filed in support of summary judgment attests that Plaintiff is the holder of the Note and Mortgage. Moreover, Plaintiff's counsel is in possession of the original Note and Mortgage, which were supplied for the Court's review, and for Defendants' review, at the hearing on this matter.

11) The titleholders of record of the subject property as of the filing of the Lis Pendens in this action are Samuel C. Barfield, and Tara Burdiss Barfield who is the original mortgagor.

12) Any notice required by the terms of the Note and/or Mortgage or by state or federal statutes has been given to the applicable Defendants prior to the commencement of this action.

13) The loan evidenced by the Note and Mortgage is serviced by a servicer participating in the Home Affordable Modification Program (HAMP). It is not owned, securitized or guaranteed by Fannie Mae or Freddie Mac. Based on the allegations in the Complaint that the subject loan is not eligible for HAMP modification, the Court finds that there are no HAMP issues to be resolved before foreclosure is ordered or the sale is commenced.

14) An Attorney Certification having been filed in this matter pursuant to Administrative Order 2011-05-02-01, the Court finds that the foreclosure action may proceed to Judgment and Sale.

15) The Note payments which became due on April 1, 2012, and subsequent months, have not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of its attorney for collection by foreclosure.

16) The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of the within action, including an attorney's fee, secured by the Note and Mortgage, is as follows:

OC
#4

(a) Principal amount due as of April 1, 2012	\$194,516.68
(b) Interest through February 1, 2015 at 2.000% per annum	\$11,346.65
Interest through February 1, 2016 at 3.000% per annum	\$5,835.48
Interest through July 25, 2016 at 4.000% per annum	\$3,753.56
(c) Advances	
Property Inspections	\$580.50
Property Taxes	\$8,200.23
Insurance	\$8,425.64
Interest Forbearance Principle Amount	\$5,002.36
(d) Late charges	\$772.98
(e) Costs of collection prior to hearing (service of process, filing fees, etc.)	\$1,225.00
(f) Attorney fees	\$7,254.00
Total debt secured by Note and Mortgage, including interest to date shown	\$246,913.08

Interest for the period from the date shown in (b) above through the date of this judgment at above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the rate of 4.0000% per annum (pursuant to the terms of the Note and Mortgage) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

17) The Plaintiff is seeking foreclosure of the mortgage and has demanded the right to a personal or deficiency judgment against Tara B. Barfield pursuant to Rule 71(b) SCRPC. However, Plaintiff reserves the right to waive the deficiency at the time of the sale.

18) The sale is subject to assessments, county taxes, existing easements, easements and restrictions of record, and other senior encumbrances.

19) The following Defendants claims or may claim a lien upon or interest in the subject property or are otherwise involved in this matter. In the event there is a surplus from the sale of the subject property, the validity, priority and amount of such liens will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRPC. The Clerk of Court/Register of Deeds is hereby ordered to release said liens in so much as it pertains to the property which is the subject of this action:

Beneficial Financial I Inc. by virtue of a mortgage given by Tara Burdiss Barfield and Samuel C. Barfield, Jr. to Beneficial Mortgage Co. of South Carolina in the original principal amount of \$20,999.45, dated October 18, 2004, and recorded on October 26, 2004 in Book 6644 at Page 258. Thereafter, on March 12, 2007, Beneficial Mortgage Co. of South Carolina merged into Beneficial South Carolina, Inc.; thereafter, on or around

AC
JS

December 31, 2009, Beneficial South Carolina, Inc. merged into Beneficial Financial I Inc. Any such interest in or lien upon the property is junior and subordinate to Plaintiff's mortgage.

CACH, LLC by virtue of a judgment against Tara Barfield in the amount of \$2,495.60 dated September 18, 2008 and recorded on September 29, 2008 in Judgment Roll No. 2008-CP-46-1046. Any such interest in or lien upon the property is junior and subordinate to Plaintiff's mortgage.

The South Carolina Department of Revenue by virtue of any lien(s) of record, including, but not limited to, a Tax Lien or Warrant for Distraint against Samuel Barfield and Tara Barfield, bearing Tax Lien/Warrant No. 3-51557718-6, in the amount of \$354.28, dated April 12, 2013, and recorded on April 25, 2013 in Book 280 at Page 189. Any such interest in or lien upon the said property is junior and subordinate to Plaintiff's mortgage.

The South Carolina Department of Revenue by virtue of any lien(s) of record, including, but not limited to, a Tax Lien or Warrant for Distraint against Samuel Barfield and Tara Barfield, bearing Tax Lien/Warrant No. 3-51737640-2, in the amount of \$3,673.52, dated August 18, 2014, and recorded on August 28, 2014 in Book 336 at Page 135. Any such interest in or lien upon the said property is junior and subordinate to Plaintiff's mortgage.

SouthTrust Bank, N.A. by virtue of a mortgage given by David A. Shear and Nancy M. Shear to it on December 6, 1997 in the original sum of \$20,500.00 and filed on April 6, 1998 in Mortgage Book 2193 at Page 278. Based on the evidence in the record and the failure of this Defendant to file an answer asserting any interest in the property, the Court finds that this mortgage is paid in full and is hereby satisfied of record. No further filing is necessary to effectuate this satisfaction.

CONCLUSIONS OF LAW

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

- 1) The Plaintiff's Mortgage should be declared a first mortgage lien and Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.
- 2) The Court finds that there are no HAMP issues to be resolved before foreclosure is ordered or the sale is commenced.
- 3) The Court also finds that the Plaintiff is in compliance with Administrative Order 2011-05-02-01 and that the foreclosure action may proceed to Judgment and Sale.

OW
6

4) The Defendants named herein, and all persons whosoever claiming under Defendants, are forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged premises so sold, or any part thereof.

5) Pursuant to Rule 53, SCRCF, this Order shall constitute a final judgment.

6) The following defendants have no interest in the property which is the subject of this action and the Clerk of Court/Register of Deeds is hereby ordered to release said liens in so much as it pertains to the property which is the subject of this action:

SouthTrust Bank, N.A. by virtue of a mortgage given by David A. Shear and Nancy M. Shear to it on December 6, 1997 in the original sum of \$20,500.00 and filed on April 6, 1998 in Mortgage Book 2193 at Page 278.

7) There is due to the Plaintiff on the Note and Mortgage set forth in the Complaint the sum of \$246,913.08, as set out in the Findings of Fact *supra*.

8) The amount due in the preceding paragraph (the "Total Debt" as set out in the Findings of Fact *supra*, and later accrued interest on the principal), shall constitute the total judgment debt due Plaintiff and shall bear interest hereafter at the rate of 4.0000% per annum. The amount of the judgment shall be subject to increase to permit the Plaintiff to recover additional costs, commissions and expenses not included in the judgment figures set forth herein. It may also increase to include supplemental compensation for attorney's services not contemplated by the initial fee awarded. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs and/or supplemental compensation. Such additional costs, commissions and expenses may be established by statement and shall be adjudicated by the Court without further finding.

9) The Defendants liable for the aforesaid judgment debt including interest at the rate of 4.0000% per annum shall on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

10) On default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Master in Equity, at public auction, at 11:00 a.m. at the County Courthouse in York, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal

Dr
#7

holiday, then and in such event, the sales day shall be on some other day appointed by the Court), on the following terms, that is to say:

11) For cash: The Master in Equity, will require, at the time of the bid, a deposit of 5% of the amount of the bid (in cash or equivalent) same to be applied to purchase price if compliance is made, but in the event of non-compliance, the deposit may be forfeited without further hearing and applied first to the costs of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within twenty (20) days, then the property may be re-sold on the same terms and conditions on some subsequent Sales Day, but at the risk of the defaulting bidder(s).

12) Interest on the balance of the bid shall be paid through the day of compliance at the rate of 4.0000%.

13) Purchaser shall pay for any statutory commission on sale from the proceeds of sale, deed preparation, costs of recording the deed, and deed stamps.

14) A personal or deficiency judgment having been demanded, the sale will remain open for thirty (30) days pursuant to S.C. Code Ann. §15-39-720, (1976), unless demand for deficiency judgment is waived in writing prior to the sale.

15) The sale is subject to assessments, county taxes, existing easements, easements and restrictions of record, and other senior encumbrances.

16) The Master in Equity, will, by advertisement according to law, give notice of the time and place of such sale and the terms thereof and will execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale, and if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within twenty (20) days after the conclusion of the bidding, then the Master in Equity, may advertise the said premises for sale on the next or some other subsequent sales day at the risk of the highest bidder and so from time to time thereafter until a full compliance shall be secured.

17) In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales day upon the terms and conditions as set forth in this Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.


58

18) If Plaintiff is the successful bidder at the sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Master in Equity, only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

19) The Master in Equity will apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court;

NEXT: To the payment to the Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same;

NEXT: If the proceeds of sale be insufficient to pay the amounts hereinbefore authorized to be paid out of said proceeds, with the costs and expenses, the Plaintiff's debt and interest, the parties hereto entitled to such deficiency have judgment therefore against Tara B. Barfield, pursuant to S.C. Code Ann. §29-3-660 (1976), and such judgment will be entered without further notice or hearing.

NEXT: Any surplus should be held pending further Order of this court.

20) In the event the successful bidder is other than the Defendant(s) in possession of the subject property, upon full compliance and title by deed from the Court vested into such purchaser, and upon issuance of a Writ of Assistance by the Court, the Sheriff of York County is ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and put the successful purchaser or his assigns in full, quiet, and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

21) In the event the successful purchaser is someone other than the Defendant(s) in possession of the subject property, and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage is said property, and title by deed from the Court is vested into such purchaser, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said property on the public street or highway or by any other means.

BC
\$9

22) In accordance with S.C. Code Ann. §30-9-31, the deed of conveyance made pursuant to said sale shall be indexed by the R.M. C. in the name of the owner of record of subject property immediately prior to execution of the deed, as well as in the name of the Master in Equity, who executes such deed as grantor.

23) The undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

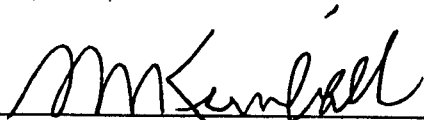
24) The following is a description of the premises herein ordered to be sold:

Being all of Lot 88 in Section 5 of Tega Cay as same is shown on map thereof recorded in Map Book A-254 at Page 4 in the Office of the Clerk of Court for York County, South Carolina.

Being the same property conveyed to Tara Burdiss Barfield by deed from David A. Shear and Nancy M. Shear, dated December 17, 2001 and recorded in January 18, 2001, in Deed Book 4123 at Page 216 in the Office of the Clerk of Court for York County, South Carolina. Thereafter Tara Burdiss Barfield conveyed the subject property to Tara Burdiss Barfield and Samuel C. Barfield by deed dated December 8, 2003 in Deed Book 6004 at Page 28.

TMS No. 641-05-01-088

Property Address: 5088 Mariana Court, Tega Cay, SC 29708



Honorable S. Jackson Kimball
Master in Equity, York County

September 13, 2016
York, South Carolina

10

NOTICE OF SALE

2015-CP-46-03068

BY VIRTUE of a decree heretofore granted in the case of: The Bank of New York Mellon fka The Bank of New York, as Trustee (CWALT 2004-2CB) against Tara B. Barfield a/k/a Tara Burdiss Barfield, Samuel C. Barfield, SouthTrust Bank, N.A., Beneficial Financial I Inc., CACH, LLC, and The South Carolina Department of Revenue, I, the undersigned Master in Equity for York County, will sell on November 7, 2016, at 11:00 a.m. at 1 North Congress Street in York, South Carolina, to the highest bidder, the following described property, to-wit:

Being all of Lot 88 in Section 5 of Tega Cay as same is shown on map thereof recorded in Map Book A-254 at Page 4 in the Office of the Clerk of Court for York County, South Carolina.

Being the same property conveyed to Tara Burriss Barfield by deed from David A. Shear and Nancy M. Shear, dated December 17, 2001 and recorded in January 18, 2001, in Deed Book 4123 at Page 216 in the Office of the Clerk of Court for York County, South Carolina. Thereafter Tara Burdiss Barfield conveyed the subject property to Tara Burdiss Barfield and Samuel C. Barfield by deed dated December 8, 2003 in Deed Book 6004 at Page 28.

TMS No. 641-05-01-088

Property Address: 5088 Mariana Court, Tega Cay, SC 29708

TERMS OF SALE: The successful bidder, other than the plaintiff, will deposit with the Master in Equity at conclusion of the bidding, five per cent (5%) of said bid, in cash or equivalent, as evidence of good faith, same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to plaintiff's debt in the case of noncompliance. Should the successful bidder fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within twenty (20) days, then the Master in Equity may resell the property on the same terms and conditions (at the risk of the said defaulting bidder). Should the Plaintiff, or one of its representatives, fail to be present at the time of sale, the property is automatically withdrawn from said sale and sold at the next available sales day upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or any Supplemental Order. The successful bidder will be required to pay for documentary stamps on the Deed and interest on the balance of the bid from the date of sale to the date of compliance with the bid at the rate of 4.0000%.

THIS SALE IS SUBJECT TO ASSESSMENTS, COUNTY TAXES, EXISTING EASEMENTS, EASEMENTS AND RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.

Since a deficiency judgment is being demanded, the bidding will remain open for thirty (30) days after the date of sale, pursuant to S.C. Code ANN. Section 15-39-720, (1976). The deficiency judgment may be waived by the Plaintiff upon written request prior to sale.

NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search well before the foreclosure sale date.


Honorable S. Jackson Kimball
Master in Equity York County

York, South Carolina
September 8, 2016

RILEY POPE & LANEY, LLC
Attorneys for Plaintiff

FILED-RECEIVED
2016 SEP 14 AM 9:08
DAVID J. MILLION
C.C.P. & G.S.
YORK COUNTY, SC

STATE OF SOUTH CAROLINA

COUNTY OF YORK

The Bank of New York Mellon fka The Bank
of New York, as Turstee (CWALT 2004-
2CB),

Plaintiff,

vs.

Tara B. Barfield a/k/a Tara Burdiss Barfield,
Samuel C. Barfield, SouthTrust Bank, N.A.,
Beneficial Financial I Inc., CACH, LLC, and
The South Carolina Department of Revenue,

Defendant(s).

(File No. 4028.00915)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2015-CP-46 - 3068

LIS PENDENS

2015-LP-46-741

NOTICE IS HEREBY GIVEN THAT an action has been or will be commenced and is now or will be pending in this Court upon complaint of the above-named Plaintiff against the above-named Defendants for the foreclosure of a certain mortgage of real estate given by Tara B. Barfield to Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Countrywide Home Loans, Inc. dated December 8, 2003, and recorded in the public records of York County on January 22, 2004, in Book 6004 at Page 32.

Thereafter, by assignments recorded on March 26, 2009 in Book 10650 at Page 120 and June 5, 2012 in Book 12658 at Page 123, the mortgage was assigned to Bank of New York As Trustee For The Certificateholders of CWALT 2004-02. That thereafter, the Mortgage was assigned unto the Plaintiff, which assignment is dated April 16, 2015 and recorded on April 22, 2015 in Book 14812 at Page 123.

The premises covered and affected by the Plaintiff's mortgage and the foreclosure thereof, were, at the time of the making thereof, and at the time of the filing of this notice, described as follows:

Being all of Lot 88 in Section 5 of Tega Cay as same is shown on map thereof recorded in Map Book A-254 at Page 4 in the Office of the Clerk of Court for York County, South Carolina.

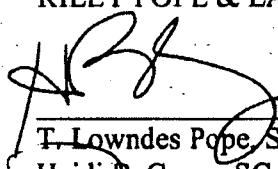
FILED
CLERK OF COURT
YORK COUNTY, SC
OCT - 9 2015
AM 10:21

South Carolina. Thereafter Tara Burdiss Barfield conveyed the subject property to Tara Burdiss Barfield and Samuel C. Barfield by deed dated December 8, 2003 in Deed Book 6004 at Page 28.

TMS No. 641-05-01-088

Property Address: 5088 Mariana Court, Tega Cay, SC 29708

RILEY POPE & LANEY, LLC


T. Lowndes Pope, SC Bar 66507

Heidi B. Carey, SC Bar 7020

Damon C. Wlodarczyk, SC Bar 70460

Jayne L. Shy, SC Bar 81551

Meredith M. Robertson, SC Bar 68322

Peter M. Balthazor, SC Bar 68244

Christopher M. Wasson, SC Bar 101890

2838 Devine Street

Post Office Box 11412 (29211)

Columbia, South Carolina 29205

(803) 799-9993

Attorneys for Plaintiff

October 2, 2015
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF YORK

The Bank of New York Mellon aka The Bank of New York, as Trustee (CWALT 2004-2CB)

Plaintiff(s)

vs.

Tara B. Barfield a/k/a Tara Burdiss Barfield, Samuel C. Barfield, SouthTrust Bank, N.A., Beneficial Financial I Inc., CACH, LLC, and The South Carolina Department of Revenue

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

IS-CP-

46-3068

Submitted By:

T. Lowndes Pope, SC Bar #66507

Heidi B. Carey, SC Bar #7020

Damon C. Wlodarczyk, SC Bar #70460

Jayne L. Shy, SC Bar #81551

Meredith M. Robertson, SC Bar #68322

Peter M. Balthazor, SC Bar #68244

Christopher M. Wasson, SC Bar #101890

RILEY POPE & LANEY, LLC

Attorneys for Plaintiff

Address: Post Office Box 11412, Columbia, SC 29211

Telephone #: (803) 799-9993

Fax #: (803) 239-1414

E-mail:

http://rplfirm.lawoffice.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet 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)
- ☐ Fraud/Bad Faith (150)
- ☐ Failure to Deliver/Warranty (160)
- ☐ Employment Discrim (170)
- ☐ Employment (180)
- ☐ Other (199)

Torts - Professional Malpractice

- ☐ Dental Malpractice (200)
- ☐ Legal Malpractice (210)
- ☐ Medical Malpractice (220)
- Previous Notice of Intent Case #
20 -NI- -
- ☐ Notice/ File Med Mal (230)
- ☐ Other (299)

Torts - Personal Injury

- ☐ Assault/Slander/Libel (300)
- ☐ Conversion (310)
- ☐ Motor Vehicle Accident (320)
- ☐ Premises Liability (330)
- ☐ Products Liability (340)
- ☐ Personal Injury (350)
- ☐ Wrongful Death (360)
- ☐ Assault/Battery (370)
- ☐ Slander/Libel (380)
- ☐ Other (399)

- ☐ Claim & Delivery (400)
- ☐ Condemnation (410)
- ☒ Foreclosure (420)
- ☐ Mechanic's Lien (430)
- ☐ Partition (440)
- ☐ Possession (450)
- ☐ Building Code Violation (460)
- ☐ Other (499)

Inmate Petitions

- ☐ PCR (500)
- ☐ Mandamus (520)
- ☐ Habeas Corpus (530)
- ☐ Other (599)

Administrative Law/Relief

- ☐ Reinstate Drv. License (800)
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction (830)
- ☐ Forfeiture-Petition (840)
- ☐ Forfeiture-Consent Order (850)
- ☐ Other (899)

Judgments/Settlements

- ☐ Death Settlement (700)
- ☐ Foreign Judgment (710)
- ☐ Magistrate's Judgment (720)
- ☐ Minor Settlement (730)
- ☐ Transcript Judgment (740)
- ☐ Lis Pendens (750)
- ☐ Transfer of Structured Settlement Payment Rights Application (760)
- ☐ Confession of Judgment (770)

- ☐ Arbitration (900)
- ☐ Magistrate-Civil (910)
- ☐ Magistrate-Criminal (920)
- ☐ Municipal (930)
- ☐ Probate Court (940)
- ☐ SCDOT (950)
- ☐ Worker's Comp (960)
- ☐ Zoning Board (970)
- ☐ Public Service Comm. (990)
- ☐ Employment Security Comm (991)

Special/Complex /Other

- ☐ Environmental (600)
- ☐ Automobile Arb. (610)
- ☐ Medical (620)
- ☐ Other (699)
- ☐ Sexual Predator (510)
- ☐ Pharmaceuticals (630)
- ☐ Unfair Trade Practices (640)
- ☐ Out-of State Depositions (650)
- ☐ Motion to Quash Subpoena in an Out-of-County Action (660)
- ☐ Pre-Suit Discovery (670)

- ☐ Petition for Workers Compensation Settlement Approval (780)
- ☐ Other (799)

☐ Other (999)

Submitting Party Signature:

Date:

10/8/15

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

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York

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

You are required to take the following actions:

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

STATE OF SOUTH CAROLINA

COUNTY OF YORK

The Bank of New York Mellon fka The Bank of New York, as
Trustee (CWALT 2004-2CB),

vs.

Plaintiff,

Tara B. Barfield a/k/a Tara Burdiss Barfield, Samuel C.
Barfield, SouthTrust Bank, N.A., Beneficial Financial I Inc.,
CACH, LLC, and The South Carolina Department of Revenue,

Defendant(s).

(File No. 4028.00915)

IN THE CIRCUIT COURT
FOR THE SIXTEENTH
JUDICIAL CIRCUIT

CERTIFICATE OF EXEMPTION
FROM ADR

Docket No. 2015-CP-46

3068

I CERTIFY THAT THIS ACTION IS EXEMPT FROM ADR BECAUSE:

- ☐ this is a special proceeding or action seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
- ☐ this action is appellate in nature;
- ☐ 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; or
- ☐ the parties submitted the case to voluntary mediation with a certified mediator prior to the filing of this action.

2015 OCT -9 8 AM 10:21
CLERK OF COURT
YORK COUNTY, SC

RILEY POPE & LANEY, LLC

T. Lowndes Pope, SC Bar 66507
Heidi B. Carey, SC Bar 7020
Damon C. Wlodarczyk, SC Bar 70460
Jayme L. Shy, SC Bar 81551
Meredith M. Robertson, SC Bar 68322
Peter M. Balthazor, SC Bar 68244
Christopher M. Wasson, SC Bar 101890
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

October 8, 2015
Columbia, South Carolina

NOTE: Motion must be presented to the court, a hearing held, and a finding made, for exemption or withdrawal from arbitration for "strong and compelling reason" sought pursuant to Rule 1(d), Rules of Circuit Court Arbitration.

STATE OF SOUTH CAROLINA

COUNTY OF YORK

The Bank of New York Mellon fka The Bank
of New York, as Turstee (CWALT 2004-
2CB),

Plaintiff,

vs.

Tara B. Barfield a/k/a Tara Burdiss Barfield,
Samuel C. Barfield, SouthTrust Bank, N.A.,
Beneficial Financial I Inc., CACH, LLC, and
The South Carolina Department of Revenue,

Defendant(s).

(File No. 4028.00915)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2015-CP-46 - 3068

SUMMONS AND NOTICE

2015 OCT -9 AM 10:21
RECEIVED
CLERK OF COURT
YORK COUNTY, SC

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices, 2838 Devine Street, Columbia, South Carolina 29205, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.

TO MINORS OVER FOURTEEN YEARS OF AGE, AND/OR TO MINORS UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINORS RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

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

YOU WILL ALSO TAKE NOTICE that should you fail to answer the foregoing Summons, the Plaintiff will move for a general Order of Reference of this cause to the Master-in-Equity or a Special Referee for the aforesaid County, which Order shall, pursuant to Rule 53, SCRCP, specifically provide that the said Master or Special Referee is authorized and

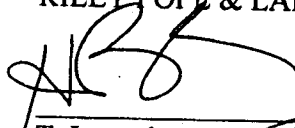
24

empowered, to enter a final judgment in this case and any appeal from the final judgment entered herein to be made directly to the Supreme Court.

YOU WILL ALSO TAKE NOTICE that under the provisions of S.C. Code Ann. §29-3-100, effective June 16, 1993, any collateral assignment of rents contained in the attached mortgage is perfected and Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative Plaintiff will move before a Judge of this Circuit on the 10th day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original note and mortgage which is the subject of this action and the Complaint attached hereto.

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION GAINED WILL BE USED FOR THAT PURPOSE.

RILEY POPE & LANEY, LLC



T. Lowndes Pope, SC Bar 66507

Heidi B. Carey, SC Bar 7020

Damon C. Wlodarczyk, SC Bar 70460

Jayne L. Shy, SC Bar 81551

Meredith M. Robertson, SC Bar 68322

Peter M. Balthazor, SC Bar 68244

Christopher M. Wasson, SC Bar 101890

2838 Devine Street

Post Office Box 11412 (29211)

Columbia, South Carolina 29205

(803) 799-9993

Attorneys for Plaintiff

October 8, 2015
Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF YORK

The Bank of New York Mellon fka The Bank
of New York, as Trustee (CWALT 2004-
2CB),

vs.

Plaintiff,

Tara B. Barfield a/k/a Tara Burdiss Barfield,
Samuel C. Barfield, SouthTrust Bank, N.A.,
Beneficial Financial I Inc., CACH, LLC, and
The South Carolina Department of Revenue,

Defendant(s).

(File No. 4028.00915)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2015-CP-46 - 3068.

COMPLAINT

FOR A FIRST CAUSE OF ACTION -
Declaratory Judgment

FOR A SECOND CAUSE OF ACTION
Foreclosure of Real Estate Mortgage

2015 OCT -9 AM 10:21

The Plaintiff above-named, complaining of the Defendants above named, herein alleges:

GENERAL ALLEGATIONS

1. This is an action for the foreclosure of a mortgage upon real estate in York County, South Carolina and for declaratory relief.
2. The Plaintiff is a corporation or other legal entity duly organized and existing under and by virtue of the laws of one of the States of The United States of America and is authorized to transact business in the State of South Carolina.
3. The Plaintiff is holder of or otherwise entitled to enforce the Note and Mortgage described hereafter and that are the subject of this action.
4. Some lien on or right, title, or interest in the real estate, the subject of this action, may be claimed by the Defendants herein.
5. Based upon a search of the public records of York County, all persons or entities having an interest or lien or possible claim in or upon the mortgaged premises subordinate to the lien of the Plaintiff as of the date and time of the filing of the Lis Pendens herein have been made defendants.
6. The Defendants herein described, if any, as judgment creditors, have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of S.C. Code Ann. §15-35-840.
7. On or about December 8, 2003, Tara B. Barfield made, executed and delivered unto Countrywide Home Loans, Inc. a certain Note ("Note") in the principal sum of One Hundred Fifty Nine Thousand One Hundred Eighty and 00/100 (\$159,180.00) Dollars, with an interest rate of 6.250% per annum initially, payable in monthly installments of principal and interest of \$980.10 beginning January 1, 2004, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference.

X

8. In order to secure the payment of the Note according to the terms and conditions thereof, Tara B. Barfield made, executed and delivered unto Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Countrywide Home Loans, Inc. a certain real estate mortgage ("Mortgage" or "Plaintiff's Mortgage") covering the following described property ("the Property" or "subject property" or "the mortgaged premises"):

Being all of Lot 88 in Section 5 of Tega Cay as same is shown on map thereof recorded in Map Book A-254 at Page 4 in the Office of the Clerk of Court for York County, South Carolina.

Being the same property conveyed to Tara Burdiss Barfield by deed from David A. Shear and Nancy M. Shear, dated December 17, 2001 and recorded in January 18, 2001, in Deed Book 4123 at Page 216 in the Office of the Clerk of Court for York County, South Carolina. Thereafter Tara Burdiss Barfield conveyed the subject property to Tara Burdiss Barfield and Samuel C. Barfield by deed dated December 8, 2003 and recorded January 22, 2004 in Deed Book 6004 at Page 28.

TMS No. 641-05-01-088

Property Address: 5088 Mariana Court, Tega Cay, SC 29708

9. The Mortgage was signed, witnessed and probated; thereafter the Mortgage was recorded in the public records of York County on January 22, 2004, in Book 6004 at Page 32 at 10:43:35 a.m. A copy of the Mortgage is attached hereto as Exhibit "B" and made a part hereof by reference.

10. Thereafter, by assignments recorded on March 26, 2009 in Book 10650 at Page 120 and June 5, 2012 at Book 12658 at Page 123, the Mortgage was assigned to Bank of New York As Trustee For The Certificateholders of CWALT 2004-02. That thereafter, the Mortgage was assigned unto the Plaintiff, which assignment is dated April 16, 2015 and recorded on April 22, 2015 in Book 14812 at Page 123. A copy of the Plaintiff's Assignments of Mortgage are attached hereto as Exhibit "C" and made a part hereof by reference.

11. The mortgage was modified by a Loan Modification Agreement dated March 7, 2011. A copy of the Loan Modification Agreement is attached hereto as Exhibit "D" and made a part hereof by reference.

12. On December 8, 2003, the same day she signed the Note and the Mortgage, Tara Burdiss Barfield executed a deed conveying the Property to herself and Samuel C. Barfield, which deed was recorded January 22, 2004 in Deed Book 6004 at Page 28 at 10:42:52 a.m. ("2003 Deed").

13. The Mortgage evidences and secures the repayment of money advanced by the Plaintiff, or its predecessor in interest, to, or on behalf of, the mortgagors and constitutes a first mortgage lien on the mortgaged premises.

14. The hereinafter named Defendants may have some interest in or lien upon the property which is the subject of this action by virtue of the matter and issues herein below alleged. In the event there is a surplus from the foreclosure sale of the subject property, the validity, priority and amount of such lien or claim will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c) SCRPC. These liens or interests are described as follows:

Beneficial Financial I Inc. by virtue of a mortgage given by Tara Burdiss Barfield and Samuel C. Barfield, Jr. to Beneficial Mortgage Co. of South Carolina in the original principal amount of \$20,999.45, dated October 18, 2004, and recorded on October 26, 2004 in Book 6644 at Page 258. Thereafter, on March 12, 2007, Beneficial Mortgage Co. of South Carolina merged into Beneficial South Carolina, Inc.; thereafter, on or around December 31, 2009, Beneficial South Carolina, Inc. merged into Beneficial Financial I Inc. Any such interest in or lien upon the property is junior and subordinate to Plaintiff's mortgage.

CACH, LLC by virtue of a judgment against Tara Barfield in the amount of \$2,495.60 dated September 18, 2008 and recorded on September 29, 2008 in Judgment Roll No. 2008-CP-46-1046. Any such interest in or lien upon the property is junior and subordinate to Plaintiff's mortgage.

The South Carolina Department of Revenue by virtue of any lien) of record, including, but not limited to, a Tax Lien or Warrant for Distraint against Samuel Barfield and Tara Barfield, bearing Tax Lien/Warrant No. 3-51557718-6, in the amount of \$354.28, dated April 12, 2013, and recorded on April 25, 2013 in Book 280 at Page 189. Any such interest in or lien upon the said property is junior and subordinate to Plaintiff's mortgage.

The South Carolina Department of Revenue by virtue of any lien of record, including, but not limited to, a Tax Lien or Warrant for Distraint against Samuel Barfield and Tara Barfield, bearing Tax Lien/Warrant No. 3-51737640-2, in the amount of \$3,673.52, dated August 18, 2014, and recorded on August 28, 2014 in Book 336 at Page 135. Any such interest in or lien upon the said property is junior and subordinate to Plaintiff's mortgage.

Samuel C. Barfield by virtue of that deed from Tara Burdiss Barfield dated December 8, 2003 and recorded January 22, 2004 in Deed Book 6004 at Page 28. Any such interest in or lien upon the said property is junior and subordinate to Plaintiff's mortgage.

SouthTrust Bank, N.A. by virtue of a mortgage given by David A. Shear and Nancy M. Shear to it on December 6, 1997 in the original sum of \$20,500.00 and filed on April 6, 1998 in Mortgage Book 2193 at Page 278. Plaintiff is informed and believes that this mortgage has been paid in full as evidenced by the Title Policy issued by Chicago Title Insurance Company stating that the mortgage is paid in full but is not satisfied of record. A copy of the Title Policy is attached hereto and made a part of as Exhibit "E". Plaintiff prays that the Court make a finding that this mortgage is paid in full and issue its order satisfying this lien of record.

15. The loan evidenced by the Note and Mortgage is serviced by a servicer participating in the Home Affordable Modification Program (HAMP). It is not owned, securitized or guaranteed by Fannie Mae or Freddie Mac. The subject loan is not eligible for HAMP modification process because the servicer made a reasonable effort to solicit the mortgagor for HAMP but the mortgagor failed to respond by the dates indicated in the solicitations.

FOR A FIRST CAUSE OF ACTION
(Declaratory Relief)

16. The Plaintiff incorporates the allegations of the preceding Paragraphs as if repeated verbatim.

17. This cause of action is brought pursuant to the South Carolina Uniform Declaratory Judgment Act, S.C. Code Ann. § 15-53-10 et seq., and involves an actual, justiciable controversy between the parties as described herein

18. The Mortgage and the 2003 Deed were executed on the same day, December 8, 2003.

19. The Mortgage and the 2003 Deed were recorded on the same day, January 22, 2004.

20. The same attorney prepared the Mortgage, prepared the 2003 Deed, supervised the execution and recording of the Mortgage, and supervised the execution and recording of the 2003 Deed. The same attorney represented Countrywide Home Loans, Inc., Tara B. Barfield, and Samuel C. Barfield in conjunction with these transactions and each party had notice of the others' interests to be acquired as a result of these transactions.

21. Through inadvertence, mistake, and/or clerical error, the 2003 Deed was recorded immediately before the Mortgage in the records of the York County Clerk of Court when it should have been recorded immediately after the Mortgage.

22. The parties intended for the Mortgage to be a first mortgage lien on the Property.

23. The parties intended that, after the recording of the Mortgage, the Property be conveyed to Tara B. Barfield and Samuel C. Barfield subject to the lien of the Mortgage.

24. The parties intended for the Mortgage to be recorded first and for the 2003 Deed to be recorded second, immediately after the Mortgage was recorded.

25. In order to comport with the true intent of the parties, and to correct the mistake created by the order of recording, Plaintiff is entitled to, and does hereby seek, an order declaring the Mortgage be deemed recorded first, immediately before the 2003 Deed, and the 2003 Deed be deemed recorded second, immediately after the Mortgage and that such order relate back to the date of recording, January 22, 2004.

26. Plaintiff is further entitled to an order declaring the Mortgage is a first mortgage lien on the Property, superior in all respects to the interests and liens of all defendants, including the interest of Samuel C. Barfield in and to the Property.

FOR A SECOND CAUSE OF ACTION
(Foreclosure of Mortgage)

27. The Plaintiff incorporates the allegations of the preceding Paragraphs as if repeated verbatim.

28. With regard to the Note and/or Mortgage which are the subject matter of this suit, Plaintiff and its attorney have provided all applicable notices and rights to cure as required and otherwise have complied with all applicable Federal, State, and local statutes, laws, rules, regulations, orders or other government directives.

29. The installments of principal and interest which became due on April 1, 2012 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 One Hundred

Ninety Four Thousand Five Hundred Sixteen and 68/100 (\$194,516.68) Dollars as of April 1, 2012, with a current interest rate of 2.0000% per annum from March 1, 2012, together with reasonable attorney's fees and the costs and disbursements of this action, 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.

30. Pursuant to the terms of the Mortgage, Plaintiff has employed counsel to prosecute this action, and under the terms of the Note and Mortgage, Plaintiff's counsel is entitled to reasonable attorney's fees and costs of this action.

31. Plaintiff may be forced to pay sums for taxes, insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

32. Plaintiff's right to a personal or deficiency judgment pursuant to S.C. Code Ann. §§29-3-650 and 29-3-660 is expressly demanded against Tara B. Barfield.

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

(1) Determine that the following defendants have no interest in the property which is the subject of this action:

SouthTrust Bank, N.A. by virtue of a mortgage given by David A. Shear and Nancy M. Shear to it on December 6, 1997 in the original sum of \$20,500.00 and filed on April 6, 1998 in Mortgage Book 2193 at Page 278.

(2) Declare the Mortgage be deemed recorded first, immediately before the 2003 Deed, and the 2003 Deed be deemed recorded second, immediately after the Mortgage and that such order relate back to the date of recording, January 22, 2004.

(3) Declare the Mortgage is a first mortgage lien on the Property, superior in all respects to the interests and liens of all defendants, including the interest of Samuel C. Barfield in and to the Property.

(4) Ascertain and determine the amount due upon the Note and Mortgage held or being enforced by Plaintiff together with attorney's fees and costs of this action.

(5) Declare Plaintiff's Mortgage a first mortgage lien on the subject property, and render 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, the costs of maintaining the property or securing and inspecting the property, if any, incurred as a result of this delinquency, and for the costs of this action.

(6) If necessary, appoint a Receiver to collect the rents, issues, profits or designated sums from the mortgagors, and/or the grantees of the mortgagors, and/or tenants occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.

(7) Sell the mortgaged premises, bar any equity of redemption, and apply the proceeds of sale as follows:

First, to the costs and expenses of the within action and sale;

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

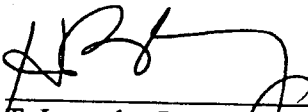
Third, to the distribution of any surplus pursuant to Rule 71, SCRCP.

(8) Issue an order directing the Sheriff of York County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property should the same become necessary.

(9) Grant judgment against the Defendant Tara B. Barfield pursuant to S.C. Code Ann. §§29-3-650 and 29-3-660.

(10) Order such other and further relief as may be just and proper.

RILEY POPE & LANEY, LLC



T. Lowndes Pope, SC Bar 66507

Heidi B. Carey, SC Bar 7020

Damon C. Wlodarczyk, SC Bar 70460

Jayne L. Shy, SC Bar 81551

Meredith M. Robertson, SC Bar 68322

Peter M. Balthazor, SC Bar 68244

Christopher M. Wasson, SC Bar 101890

2838 Devine Street

Post Office Box 11412 (29211)

Columbia, South Carolina 29205

(803) 799-9993

Attorneys for Plaintiff

Demetri K. Koutrakos (SC Bar #11318)

CALLISON TIGHE & ROBINSON, LLC

P.O. Box 1390

Columbia, SC 29202

(803) 404-6900

Attorneys for Plaintiff

October 8, 2015
Columbia, South Carolina

**NOTICE REQUIRED BY THE FAIR DEBT
COLLECTION PRACTICES ACT
15 U.S.C. Section 1601, As Amended**

Tara B. Barfield
5088 Mariana Court, Tega Cay, SC 29708
File No. 4028.00915

1. The Bank of New York Mellon fka The Bank of New York, as Turstee (CWALT 2004-2CB) is the Creditor to whom the debt is owed. Creditor has retained the law firm of Riley Pope & Laney, LLC, to collect the owed debt. Any written requests should be addressed to Riley Pope & Laney, LLC, Post Office Box 11412, Columbia, SC, 29211, (803) 799-9993 (Phone), (803) 239-1414 (Fax).
2. As of October 9, 2015, the total debt you owe is \$235,488.55. Because of interest, late charges, and other charges that continue to accrue from the date set forth above, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write or call as directed in Paragraph One (1) of this Notice.
3. Unless you, the Consumer, within thirty (30) days after the receipt of this Notice, disputes the debt or any portion of the debt set forth in Paragraph Two (2) of this Notice and further described in the Complaint attached hereto, the validity of the debt will be assumed to be valid by the Creditor's law firm, Riley Pope & Laney, LLC.
4. If you, the Consumer, notify Riley Pope & Laney, LLC, at the address set forth in Paragraph One (1) of this Notice in writing within thirty (30) days of the receipt of this Notice that the debt or any portion thereof is disputed, Riley Pope & Laney, LLC, will obtain a verification of the debt, and a copy of the verification will be mailed to the Consumer by Riley Pope & Laney, LLC.
5. If you, the Consumer, make a written request to Riley Pope & Laney, LLC within thirty (30) days of the receipt of this Notice, Riley Pope & Laney, LLC, will provide you, the Consumer, the name and address of the original Creditor, if different from the current Creditor.
6. This notice should not be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.
7. Military service members on "active duty" or "active service," or a dependent of such a service member may be entitled to certain legal protections pursuant to the Service Member Civil Relief Act (50 USC App. Sec. 501-596 (SCRA)). If you believe that you may be entitled to such protection, please contact our office immediately.
8. If you have been discharged in a bankruptcy proceeding, we are not seeking personal liability against you, but are pursuing the rights against the property as provided in the security agreements.

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

NOTE

DECEMBER 08, 2003
(Date)

ROCK HILL
(City)

SOUTH CAROLINA
(State)

5088 MARIANA COURT, TEGA CAY, SC 29708
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 159,180.00
"Principal"), plus interest, to the order of the Lender. The Lender is
COUNTRYWIDE HOME LOANS, INC.

(this amount is called

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 6.250 %.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the FIRST day of each month beginning on

JANUARY 01, 2004. I will make these payments every month until I have paid all of the principal and interest and any
other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due
date and will be applied to interest before Principal. If, on DECEMBER 01, 2033, I still owe amounts under this Note, I
will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at
P.O. Box 660694, Dallas, TX 75266-0694
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. \$ 980.10

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

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

(B) Default

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

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP MORTGAGE FORMS - (500)821-7251

4402-SN (0207)01

OHL (03/03)(d)

Page 1 of 5

Initials: PRB

Form 3200 1/01

EXHIBIT

A

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 13 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.

PAY TO THE ORDER OF

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC.

BY David A. Spasator
Managing Director

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

TARA B. BARFIELD

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS 8V-79 DOCUMENT PROCESSING
P.O. Box 10423
Van Nuys, CA 91410-0423

Prepared By:
AMY MARXIN

FILED FOR RECORD 01/22/2004
AT 10:43:36AM BOOK 06004 PAGE 00032
David Hamilton - Clerk of Court
York County Courthouse
Instrument Number: 000149376

(Space Above This Line For Recording Date)

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 1, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated DECEMBER 08, 2003, together with all Riders to this document.

(B) "Borrower" is
TARA B BARFIELD

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (313) 679-MERS.

(D) "Lender" is
COUNTRYWIDE HOME LOANS, INC.

Lender is a CORPORATION
organized and existing under the laws of NEW YORK

Lender's address is
4300 Park Granada, Calabasas, CA 91302-1613

(E) "Note" means the promissory note signed by Borrower and dated DECEMBER 08, 2003. The Note states that Borrower owes Lender

ONE HUNDRED FIFTY NINE THOUSAND ONE HUNDRED EIGHTY and 00/100

Dollars (U.S. \$ 159,180.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than DECEMBER 01, 2033.

SOUTH CAROLINA-Single Party-Finite Mass/Future Mass UNIFORM INSTRUMENT WITH MERS

Page 1 of 11
SA(BC) (0003) 02 CHL (0002) 00 VAP MORTGAGE FORMS (0002) 7001
CONVIVA

Form 3041 1/03

SK06001 PG0032

EXHIBIT

B

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns), and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter created 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 interest granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial 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 payment in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it 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 Payments in, and to the extent that, such payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

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

Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amounts 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 attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operates to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar 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 renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the debt secured by this Security Instrument, whether or not that debt, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claims 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 23 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 commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all

sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (1) cash; (2) money order; (3) 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 entity; or (4) 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 action to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party 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 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 spillage, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the

43
42

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

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

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

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

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

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

Signed, sealed and delivered in the presence of:



Tara B. Barfield (Seal)
TARA B. BARFIELD -Borrower

Charles J. Smith

____ (Seal)
____ -Borrower

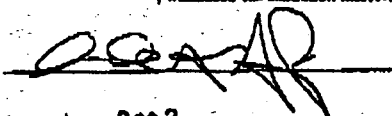
____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

44
444

STATE OF SOUTH CAROLINA,
County of

Personally appeared before me David H. Simpkins
and made oath that he/she saw the within named Carol L. Funderburk, and as his/her/their act and deed, deliver
the within written Mortgage; and that he/she with Carol L. Funderburk
witnessed the execution thereof.



Sworn to before me this 8th day of December, 2003

My Commission Expires: 2-28-2010

Carol L. Funderburk
Notary Public for South Carolina

45
45

Exhibit A

Being all of Lot 88 in Section 3 of Tega Cay as same is shown on map thereof recorded in Map Book A-254 at Page 4 in the Office of the Clerk of Court for York County, South Carolina.

Derivation: Being the same property conveyed to Tara Burriss Barfield by deed from David A. Shear and Nancy M. Shear, dated 12/17/01 and recorded in 1/18/02, in Deed Book 4123 at Page 216 in the Office of the Clerk of Court for York County, South Carolina.

IN 06004 AB0043

46

46

After Recording Return To:

Home Retention Group

9700 Blaesonnet Street

Suite 1500

Houston, TX 77036

This document was prepared by Home Retention Services

[Space Above This Line For Recording Data]

**HOME AFFORDABLE MODIFICATION AGREEMENT
(Step Two of Two-Step Documentation Process)**

Borrower ("I"): Tara B Barfield

Lender or Servicer ("Lender"): BAC Home Loans Servicing, LP

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): December 8, 2003

Property Address ("Property"): 5088 MARIANA COURT, TEGA CAY, SC 29708

MERS: 100016700032088540

(See Exhibit A for Legal Description, if and when recording becomes necessary)

"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 organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2028, Flint, MI 48501-2028, (888) 679-MERS.

If my representations in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage or Deed of Trust ("Mortgage") on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. My Representations. I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for the Home Affordable Modification program ("Program"));

If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

EXHIBIT

C

- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the program, are true and correct;
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and
- G. I have made or will make all payments required under a Trial Period Plan or Loan Workout Plan.

2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- B. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on March 1, 2010 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a workout plan or trial period plan, this modification will not take effect. The first modified payment will be due on March 1, 2010.

- A. The new Maturity Date will be: December 1, 2033.
- B. The modified Principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be \$208,721.18 (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.
- C. Interest at the rate of 2.000% will begin to accrue on the New Principal Balance as of February 1, 2010 and the first new monthly payment on the New Principal Balance will be due on March 1, 2010. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-5	2.000%	February 1, 2010	\$743.23	\$256.67, may adjust periodically	\$1,000.20, may adjust periodically	March 1, 2010	60
6	3.000%	February 1, 2015	\$836.36	May adjust periodically	May adjust periodically	March 1, 2015	12
7	4.000%	February 1, 2016	\$930.36	May adjust periodically	May adjust periodically	March 1, 2016	12
8-24	5.000%	February 1, 2017	\$1,027.88	May adjust periodically	May adjust periodically	March 1, 2017	202

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

48

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified loan will be the minimum payment that will be due each month for the remaining term of the loan. My modified loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

I understand that my monthly principal and interest payment for the New Principal Balance is being amortized over 32 years from the date of my first modification payment. However, the scheduled maturity date of my loan will remain unchanged. This means that even if I make all of the scheduled payments under the modification on time I will have a remaining balance of \$75,577.44 at the maturity of my loan which is called a balloon payment, and I will need to make arrangements to pay this remaining balance.

I understand that any shortfalls between the actual payments I made after March 1, 2010, including any missed payments, and payments that are due under the modification will be advanced. These amounts will not accrue interest and are referred to as "Other Deferred Amounts." The Other Deferred Amounts total is \$10,571.79

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.
- F. I agree to pay in full the Deferred Principal Balance and any Other Deferred Amounts and any other amounts still owed under the Loan Documents by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
- G. If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.

4. Additional Agreements. I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. Funds for Escrow Items. I will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any;

49

(c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.D. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, I 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. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and I shall then be obligated 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 the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 4.D.

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 the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me 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 me any interest or earnings on the Funds. Lender and I can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide me, 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 me 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 me as required by RESPA, and I 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 me as required by RESPA, and I 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 the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.

- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.
- J. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.
- K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Plan if an error is detected after execution of this Agreement. I understand that a corrected Agreement will be provided to me and this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected Agreement, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification program.
- L. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 879-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.
- M. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the Trial Period Plan and this Modification Agreement by Lender to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (c) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (e) any HUD certified housing counselor.
- N. I agree that if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the original promissory note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the original note. All documents the Lender requests of me under this Section 4.N. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- O. I also agree to allow Lender to attach an Exhibit A to this loan modification which will include a Legal Description, recording information of the original security instrument, and any other relevant information required by a County Clerk's Office to allow for recording if and when recording becomes necessary for Lender.

The Lender and I have executed this Agreement

Mortgage Electronic Registration Systems, Inc. -
Nominee for BAC Home Loans Servicing, LP

Tara B. Barfield

Tara B Barfield

1-6-2011

Date

By:

Myra Leblanc

Date

03/07/2011

[Space Below This Line For Acknowledgement]



52

52

This instrument prepared by:

CW-CAC

Butler & Hosh, P.A.

13800 Montfort Drive, Suite 300

Dallas, TX 75240

Property Appraisers Parcel Identification Number: 641-05-01-088

200900056226

Filed for Record in

YORK COUNTY, SC

DAVID HAMILTON

03-26-2009 At 09:04 am.

ASSIGNMENT 7.00

OR Vol 10650 Page 120 - 121

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., party of the first part, in consideration of the sum of \$10.00 and other valuable considerations, received from or on behalf of BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT 2004-02, Assignee, c/o Countrywide Home Loans Servicing LP 7105 Corporate Drive, Plano, TX 75024, party of the second part, at or before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto the said party of the second part a certain mortgage bearing the date December 8, 2003, executed by TARA B. BARFIELD, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., and recorded in Official Records Book 06004, Page 00032, Public Records of York County, State of South Carolina, upon the following described piece or parcel of land, situate and being in said County and State, to-wit:

BEING ALL OF LOT 88 IN SECTION 5 OF TEGA CAY AS SAME IS SHOWN ON MAP THEREOF RECORDED IN MAP BOOK A-254 AT PAGE 4 IN THE OFFICE OF THE CLERK OF COURT FOR YORK COUNTY, SOUTH CAROLINA.

DERIVATION: BEING THE SAME PROPERTY CONVEYED TO TARA BURRISS BARFIELD BY DEED FROM DAVID A. SHEAR AND NANCY M. SHEAR, DATED 12/17/01 AND RECORDED IN 1/18/02, IN DEED BOOK 4123 AT PAGE 216, THEN BY QUITCLAIM DEED FROM TARA BURRISS BARFIELD TO TARA BURRISS BARFIELD AND SAMUEL C. BARFIELD DATED 12/08/2003 AND RECORDED 01/22/2004 IN DEED BOOK 6004 PAGE 28 IN THE OFFICE OF THE CLERK OF COURT FOR YORK COUNTY, SOUTH CAROLINA.

TMS#641-05-01-088

Together with the note or obligation described in said mortgage, and the monies due and to become due thereon.

TO HAVE AND TO HOLD the same unto the said party of the second part, its heirs, legal representatives, successors and assigns forever.

IN WITNESS WHEREOF, The said corporation has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, this MAR 13 2009 day of A.D. 2009.

(Corporate Seal)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC.

ATTEST:

Sandra Williams
Secretary
SANDRA WILLIAMS - ASSISTANT SECRETARY

By: *Lancia Hertzog*
Print name: Lancia Hertzog, Vice President
Title:

0010650 00120

EXHIBIT

D

Signed, Sealed and Delivered
in the presence of:

[Signature]
Witness signature

Regina McAninch

Address:

SACHIN MENB
COUNTRYWIDE HOME LOANS SERVICING LP
7105 CORPORATE DRIVE
PLANO, TX 75024

Print name of witness

[Signature]
Witness signature

JORGE VARGAS

Print name of witness

TEXAS

STATE OF

COUNTY OF COLLIN

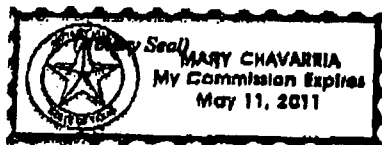
BEFORE ME, the undersigned officer, personally appeared Lancia Herzog as
VICE PRESIDENT, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
ACTING SOLELY AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., a corporation organized and
existing under and by virtue of the laws of the United States of America, named as party of the first part in the foregoing
instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely
and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true
corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this MAR 12 day of
2009, A.D. 2009.

[Signature]
Notary Signature Mary Chavarria

Printed Name

My Commission Expires:



040690 00121

54

54

Recording Requested By:
Bank of America
When recorded mail to
Carol Eagle
450 E. Broadway St.
Acton Release Dept.

Tax ID: 641-08-01-000
Property Address:
5068 Mariana Ct
Tampa Bay, SC 29708-7132
SCH-AM 11000000

201200173721
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON, CLERK OF COURTS
06-06-2012 At 11:21 a.m.
ASSIGNMENT 6.00
OR Vol 12658 Page 128 - 123

LOAN #: 1000157-0001208154-0 MERS Phone #: 888-679-6377

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834 does hereby grant, sell, assign, transfer and convey unto THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATE HOLDERS OF THE COWAL, INC., ALTERNATIVE LOAN TRUST 2004-2CB, MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2004-2CB whose address is 191 BARCLAY ST. 4W, NEW YORK, NY 10038

all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender: COUNTRYWIDE HOME LOANS, INC.
Original Borrower(s): TARA B BARFIELD
Date of Mortgage: 12/8/2003
Original Loan Amount: \$158,196.00

Recorded in York County, SC on: 1/23/2004, book 06094, page 00032 and instrument number 666169576

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on
Date: MAY 29 2012

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC.

By: [Signature]
Eric Peck, Assistant Secretary

Witness: [Signature]
CYNTHIA RENO

State of California
County of Ventura

Witness: [Signature]
JEROME CARTER

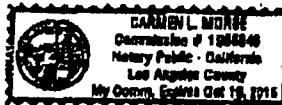
On MAY 29 2012 before me, Carmen L. Moran, Notary Public, personally appeared Eric Peck, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public: Carmen L. Moran
My Commission Expires: October 18, 2015

(Seal)



W: 2600 M: 123

SS
77

201500294612
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON, CLERK OF COURTS
04-22-2015 At 11:43 am.
ASSIGNMENT 6.00
OR Vol 14812 Page 123 - 123

RECORDED REQUESTED BY:

RECORD & RETURN TO
ST. LIEN SOLUTIONS 15785
P.O. BOX 25071
Glendale CA 91208-9071

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned, Bank of New York As Trustee For The Certificateholders of CWALT 2004-02 ("ASSIGNOR/GRANTOR"), whose address is 101 Barclay Street, 4W., New York, NY 10286, hereby grants, conveys, assigns to:

The Bank of New York Mellon fka The Bank of New York, as Trustee (CWALT 2004-2CB) (ASSIGNEE/GRANTEE), whose address is 101 Barclay Street, 4W, New York, NY 10286, all beneficial interest under that certain Mortgage dated: 12/08/2003 and executed by: TARA B. BARFIELD Borrower(s) to: Mortgage Electronic Registration Systems, Inc., as Nominee for Countrywide Home Loans, Inc., its Successors and Assigns, recorded on 01/22/2004 in Book 06004, Page 00032 in the Official Records of York County, State of SC.

PROPERTY ADDRESS: 5088 MARIANA COURT, TEGA CAY, SC 29708

Dated: 4/16, 2015

ASSIGNOR: Bank of New York As Trustee For The Certificateholders of CWALT 2004-02, By Bayview Loan Servicing, LLC., its attorney in fact.

Maria Isabel Puerto
Maria Isabel Puerto
Maria T. Ruiz
Maria T. Ruiz

By: ROBERT G. HALL, VICE-PRESIDENT

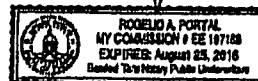
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE) SS

The foregoing instrument was acknowledged and sworn to and subscribed before me this 16th day of April, 2015 by ROBERT G. HALL, VICE-PRESIDENT, on behalf of the corporation.

PERSONALLY KNOWN _____ OR PRODUCED IDENTIFICATION _____ TYPE OF IDENTIFICATION PRODUCED _____

WITNESS my hand and official seal

By: ROGELIO A. PORTAL



Prepared By: Maria Isabel Puerto
Bayview Loan Servicing, LLC
4425 Ponce De Leon Blvd, 5th Floor
Coral Gables, Florida 33146

Instrument
201500294612 OR
Vol Page
14812 123

56
56

AMERICAN LAND TITLE ASSOCIATION
SHORT FORM RESIDENTIAL LOAN POLICY
(10-17-92)

CH
T

THE ASSOCIATION OF CHICAGO TITLE INSURANCE COMPANIES, a Missouri Corporation, IS THE INSURED IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THE AMERICAN LAND TITLE ASSOCIATION POLICY, OF WHICH ARE INCORPORATED HEREIN, SUBJECT TO THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B BELOW, AND ANY ADDENDUM ATTACHED HERETO. ALL REFERENCES TO SCHEDULES A AND B SHALL REFER TO SCHEDULES A AND B OF THE POLICY.

SCHEDULE A

Schedule A is attached hereto as a separate page.

SCHEDULE B

EXCEPTIONS FROM COVERAGE AND
AFFIRMATIVE ASSURANCES

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of the matters set forth below, except to the extent that the Company does insure in accordance with and subject to its terms against loss or damage which the insured shall sustain by reason of any inaccuracies in the affirmative assurances set forth below, except as limited in any addendum attached hereto:

1. Those taxes and special assessments which become due and payable subsequent to Date of Policy.
2. Covenants, conditions and restrictions, if any, appearing in the public records. This policy insures that the same have not been violated, except that such affirmative assurance does not extend to covenants, conditions and restrictions relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the public records and is not referenced in an addendum attached hereto. Further, this policy insures that any future violation of any covenants, conditions and restrictions appearing in the public records, including any relating to environmental protection, will not result in a forfeiture or reversion of title and that there are no provisions therein under which the lien of the insured mortgage can be extinguished, subordinated or impaired.
3. Any easements or servitudes appearing in the public records. This policy insures that none of the improvements encroach upon the easements and that any use of the easements for the purposes granted or reserved will not interfere with or damage the improvements, including lawns, shrubbery and trees.
4. Any lease, grant, exception or reservation of minerals or mineral rights appearing in the public records. This policy insures that the use of the land for residential one-to-four family dwelling purposes is not, and will not be, affected or impaired by reason of any lease, grant, exception or reservation of minerals or mineral rights appearing in the public records and this policy insures against damage to existing improvements, including lawns, shrubbery and trees, resulting from the future exercise of any right to use the surface of the land for the extraction or development of the minerals or mineral rights so leased, granted, excepted or reserved. Nothing herein shall insure against loss or damage resulting from subsidence.
5. This policy insures against loss or damage by reason of any violation, variation, encroachment or adverse circumstance affecting the title that would have been disclosed by an accurate survey. The term "encroachment" includes encroachments of existing improvements located on the land onto adjoining land, and encroachments onto the land of existing improvements located on adjoining land.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory. "NOTICE IS HEREBY GIVEN THAT THIS POLICY IS SUBJECT TO ARBITRATION PURSUANT TO THE PROVISIONS OF CHAPTER 48 OF TITLE 16 (SEC. 15-48-10 ET SEQ.) OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED."

CHICAGO TITLE INSURANCE COMPANY

Countersigned

Authorized Signatory



By:

ATTEST

President

Secretary

**SHORT FORM RESIDENTIAL LOAN POLICY
ONE-TO-FOUR FAMILY
CHICAGO TITLE INSURANCE COMPANY
3700 Forest Drive, Suite 201, Columbia, SC 29204
Issued by: Eagle Title Agency, Inc., 1339 Ebenezer Road
Rock Hill, SC 29731 (803) 325-2280**

SCHEDULE A

AMOUNT OF INSURANCE: \$159,180.00
OFFICE FILE NUMBER: 03-11-543 BARFIELD
POLICY NUMBER: 7211187-13261
DATE OF POLICY (or the date
of recording of the insured
mortgage, whichever is later): January 22, 2003 at 10:43 AM
MORTGAGE AMOUNT: \$159,180.00
MORTGAGE DATE: December 8, 2003
NAME OF INSURED: Countrywide Home Loans, Inc.
LOAN NUMBER: 45846893
BORROWER(S) NAMES: Tara Burdiss Barfield
PROPERTY ADDRESS: 5088 Mariner Court
Tega Cay, SC 29708, York County

The estate or interest in the land which is encumbered by the insured mortgage is Fee Simple and is at Date of Policy is vested in the borrower(s) shown in the insured mortgage and named above.

The land referred to in this policy is described as set forth in the insured mortgage and is identified as the property address shown above.

This policy consists of Schedule A and Schedule B unless an addendum is attached and indicated below:

☐ Addendum attached ☐ No addendum attached.

The ALTA endorsements indicated below are incorporated herein:

- ☐ ENDORSEMENT 4 (Condominium)
- ☐ ENDORSEMENT 4.1 (Condominium)
- ☐ ENDORSEMENT 5 (Planned Unit Development)
- ☐ ENDORSEMENT 5.1 (Planned Unit Development)
- ☐ ENDORSEMENT 6 (Variable Rate)
- ☐ ENDORSEMENT 6.1 (Variable Rate}}
- ☐ ENDORSEMENT 6.2 (Variable Rate--Negative Amortization)
- ☐ ENDORSEMENT 7 (Manufactured Housing)
- ☒ ENDORSEMENT 8.1 (Environmental Protection Lien referring to the following state statute(s)
- ☐ ENDORSEMENT 9 (Restrictions, Encroachments, Minerals)

NOTICE IS HEREBY GIVEN THAT THIS POLICY IS SUBJECT TO ARBITRATION PURSUANT TO THE PROVISIONS OF CHAPTER 48 OF TITLE 15 (SEC. 15-48-10 ET SEQ.) OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED.

SCHEDULE A
Loan Form (Rev. 1/89)

This Policy valid only if Schedule B is attached.

58

58

CHICAGO TITLE INSURANCE COMPANY
3700 Forest Drive, Suite 201, Columbia, SC 29204

SHORT FORM RESIDENTIAL LOAN POLICY

SCHEDULE B (Continued)

IN ADDITION TO THE MATTERS SET FORTH ON SCHEDULE B OF THE POLICY TO WHICH THIS ADDENDUM IS ATTACHED, THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. Taxes and assessments for the year 2003, and subsequent years, which are a lien, but are not yet due and payable.
2. No insurance is afforded as to the exact amount of acreage contained in the property described herein.
3. Restrictive covenants and easements and setback lines contained therein appearing of record in the Office of the Clerk of Court for York County, South Carolina. NOTE: ON MORTGAGEE POLICY ONLY: This policy insures that as of the date hereof said restrictions have not been violated and that a future violation thereof will not result in a reversion or forfeiture of title to the premises.
4. Encroachments, overlaps, boundary line disputes, access, deficiency in quantity of land, and any other matters which would be disclosed by a current survey.
5. Riparian rights incident to the premises.
6. Mortgage to Southtrust Bank recorded in Book 2193, Page 278. This mortgage is paid in full but is not satisfied of public record.

SHORT FORM RESIDENTIAL LOAN POLICY
ONE-TO-FOUR FAMILY
CHICAGO TITLE INSURANCE COMPANY
3700 Forest Drive, Suite 201, Columbia, SC 29204

UTILITY REPORT FORM

0	Trans Code	
1	Off File #	03-11-543 BARFIELD
2	Policy #	7211187-13261
3	Policy Date	01/22/03
	Time	
4	Insurance Amt	\$159,180.00
5	Premium Amt	\$378.25
6	Trans Type	
7	SI Ind	
8	Infl End	
9	Rate Code	
10	Rate Code	
11	Rate Code	
12	Rate Code	
13	Rate Code	
14	Rate Code	
15	Reissue Amount	\$
16	State	
17	County	
18	Prop Type	

60

20

Exhibit A

Being all of Lot 88 in Section 5 of Tega Cay as same is shown on map thereof recorded in Map Book A-254 at Page 4 in the Office of the Clerk of Court for York County, South Carolina.

STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS

CASE NO
2015-CP-46-3068

The Bank of New York Mellon fka The Bank of
New York, as Trustee (CWALT 2004-2CB)

Plaintiff,

ANSWER AND DEFENSES

Vs.

Tara B. Barfield a/k/a Tara Burdiss Barfield,
Samuel C. Barfield, SouthTrust Bank, N.A.,
Beneficial Financial I Inc., CACH, LLC, and
The South Carolina Department of Revenue,

Defendant(s).

TARA B. BARFIELD
5088 Mariana Court
Tega Cay, SC 29708

March 9, 2016

I, TARA B. BARFIELD, Defendant Pro Se, pursuant to the applicable rules of the South Carolina Rules of Civil Procedure do hereby offer the following Answer and Affirmative Defenses in response to the Summons & Complaint that was served on me by the Plaintiff's attorney in this case on October 19, 2015:

ANSWER

1. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
2. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
3. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
4. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
5. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
6. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
7. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
8. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
9. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
10. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
11. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
12. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
13. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.

FILED - RECEIVED
2016 MAR -9 PM 4:13
DAVID HAMILTON
CLERK OF COURT
& CLERK
YORK COUNTY, SC

14. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
15. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
16. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
17. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
18. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
19. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
20. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
21. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
22. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
23. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
24. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
25. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
26. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
27. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
28. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
29. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
30. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
31. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
32. I am without sufficient knowledge regarding this allegation. Therefore, I deny the allegation.
33. I repeat, re-allege and incorporate by reference paragraphs 1 through 32; deny all of the plaintiff's allegations and demand strict proof thereof.

AFFIRMATIVE DEFENSES

34. As a first affirmative defense, defendant states that plaintiff's complaint fails to state a claim upon which relief can be granted and therefore this action is barred.
35. As a second affirmative defense, defendant states that plaintiff does not have standing to sue or bring this action and this action is therefore barred.
36. As a third affirmative defense, defendant states that plaintiff is not the real party in interest and or the duly authorized agent of same upon which plaintiff's alleged claim is based and therefore has no standing to bring this action.
37. As a fourth affirmative defense, defendant states that plaintiff failed to perform conditions precedent to the initiation of this action and or for acceleration of payments allegedly due. As

a result defendant(s) have been denied a good faith opportunity, pursuant to the mortgage and servicing obligations of the plaintiff, to avoid acceleration and this foreclosure.

38. As a fifth affirmative defense, defendant asserts all terms and conditions of the promissory note and mortgage upon which plaintiff's alleged claim is based.
39. As a sixth affirmative defense, defendant asserts all requirements of applicable mortgage foreclosure statutes.
40. As a seventh affirmative defense, defendant asserts that the plaintiff is not in possession of and cannot produce the original promissory Note and Mortgage upon which this action is based and therefore relief requested is barred.
41. As an eighth affirmative defense, defendant asserts that the plaintiff did not provide the required Written Notice Of Consumer Debt Assignment. Section 131(g) of TILA and Section 226.39 of Regulation Z requires the new owner of a residential mortgage loan (purchaser, transferee, or assignee of a loan, not the transferring party) to provide a written disclosure to the borrower no later than 30 days after the date on which the loan is sold or otherwise transferred or assigned. There are two violations of this rule as there was no written notice sent to me as required after the assignment of the alleged mortgage dated May 29, 2012 (recorded June 5, 2012) or the assignment of the alleged mortgage dated April 16, 2015 (recorded April 22, 2015) and therefore relief requested is barred.
42. As a ninth affirmative defense, defendant asserts the affirmative defense of fraud. Upon information and belief that the plaintiff is trying to obtain property through fraudulent activity. For example, all 4 assignments of mortgage that are recorded for this property were executed and recorded a few months before the plaintiff began foreclosure proceedings. (Two assignments before 2009-CP-46-1735; one assignment before 2012-CP-46-3440, and one assignment before 2015-CP 46-3068). All of these assignments transfer the mortgage to the same plaintiff - Bank of New York (Mellon) - and all of these assignments appear to have been prepared by either the servicer (agent of the plaintiff), the counsel retained by the plaintiff (agent of the plaintiff) or both together. The officers that signed these assignments are clearly employees of the servicer(s). Thus these assignments show that the plaintiff is effectively assigning the mortgage to itself through its agents. Therefore the plaintiff may be in violation of several South Carolina Codes of Law including (but not limited to): Code §16-13-240 - Obtaining Signature or Property by false pretense, Code §16-13-260 - Obtaining Property under false tokens or letters, and Code §16-13-10 - Forgery and therefore relief requested is barred. All of the aforementioned assignments of Mortgage have already been provided by the plaintiff except for the assignment dated May 19, 2009 which is attached to this document as exhibit 3.
43. As a tenth affirmative defense, defendant asserts that the plaintiff is not the owner of the promissory note and mortgage that this complaint is based on because the alleged assignments of the note and mortgage are void (not merely voidable) because the plaintiff is a REMIC Trust and these assignments contravene the terms of the trust as set forth in the trust's "Pooling and Servicing Agreement" (which is readily available on the SEC website) and therefore relief requested is barred.
44. As an eleventh affirmative defense, defendant asserts that the plaintiff's claim is barred and or limited by violations of RESPA.
45. As a twelfth affirmative defense, defendant asserts that Plaintiff failed to give appropriate written notice of default and right to cure before instituting its action for acceleration and foreclosure and therefore relief requested is barred.

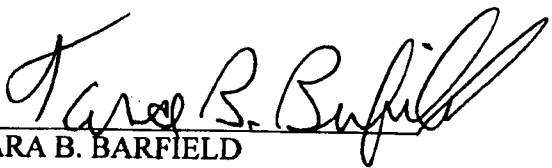
46. As a thirteenth affirmative defense, defendant asserts that the plaintiff's claim is barred and or limited by violations of the federal Truth in Lending Act (TILA).
47. As a fourteenth affirmative defense, defendant asserts that the note and mortgage which are the subject of this action have been rescinded pursuant to the federal Truth in Lending Act (TILA), making the subject note and mortgage void; therefore the plaintiff does not have standing to sue or bring this action and this action is therefore barred. Copies of the Notice of Rescission, and proof of mailing and delivery are attached to this document as exhibit 1 and exhibit 2. Please note that the borrower's right to rescind the loan under provisions in TILA were reaffirmed and upheld by unanimous decision in the recent case; SUPREME COURT OF THE UNITED STATES - JESINOSKI ET UX. v. COUNTRYWIDE HOME LOANS, INC., ET AL.

OTHER DEFENSES

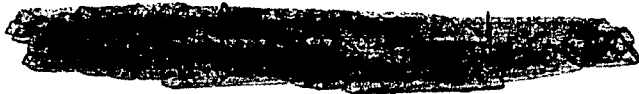
48. Plaintiff is subject to all provisions of the TRUTH IN LENDING ACT (TILA)
49. Plaintiff is subject to all provisions of the REAL ESTATE SETTLEMENT PROCEEDURES ACT (RESPA)
50. Plaintiff is subject to all provisions of the FAIR DEBT COLLECTION PRACTICES ACT (FDCPA)
51. Plaintiff is subject to all provisions of Regulation Z of the Federal Reserve Board.

WHEREFORE, Defendant prays that the complaint be dismissed, for their costs, and for such other and further relief as may be just and proper.

RESPECTFULLY SUBMITTED,


TARA B. BARFIELD
5088 Mariana Court
Tega Cay, SC 29708
(704) 293-0132
Defendant, Pro Se

3/9, 2016



STATE OF SOUTH CAROLINA
COUNTY OF YORK

The Bank of New York Mellon fka The Bank of New York,
as Trustee (CWALT 2004-2CB),

vs.

Plaintiff,

Tara B. Barfield a/k/a Tara Burdiss Barfield, Samuel C.
Barfield, SouthTrust Bank, N.A., Beneficial Financial I Inc.,
CACH, LLC, and The South Carolina Department of
Revenue,

Defendants.

(File No. 4028.00915)

IN THE COURT OF COMMON PLEAS
C/A NO.: 2015-CP-46-03068

**MOTION INFORMATION FORM AND
COVERSHEET**

Plaintiff's Attorney:

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

Defendant's Attorney:

Tara B. Barfield a/k/a Tara Burdiss Barfield, *Pro Se*
5088 Mariana Court
Tega Cay, South Carolina 29708

Samuel C. Barfield, *Pro Se*
5088 Mariana Court
Tega Cay, South Carolina 29708

South Carolina Department of Revenue
Brittany L. Kilpatrick, Esquire
Post Office Box 12265
Columbia, South Carolina 29211-2265

DAVID HAMILTON
C.C.P. & GS
YORK COUNTY, SC

2016 AUG -4 PM 3:11

FILED-RECEIVED

- ☒ MOTION HEARING REQUESTED (attach written motion and complete Sections I & III)
☐ FORM MOTION, NO HEARING REQUESTED (Complete Sections II and III)
☐ PROPOSED ORDER/CONSENT ORDER (Complete Sections II and III)

SECTION I: Hearing Information

Nature of Motion: Notice of Motion and Plaintiff's Motion for Summary Judgment
Estimated Time Needed: 30 minutes

Court Reporter Needed: Yes

SECTION II: Motion Type

- ☒ Written Motion Attached
☐ 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

August 1, 2016
Date Submitted

SECTION III: Motion Fee

- ☒ PAID - AMOUNT: \$25.00
☐ EXEMPT:
(check reason)

- ☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per Judge's instructions
Name of Court Report: _____
☐ Other: _____

JUDGE'S SECTION

- ☐ Motion fee to be paid upon filing of the attached Order.
☐ Other: _____

JUDGE
CODE: _____

Date: _____

CLERK'S VERIFICATION

Collected by: Fro
(Print Name)

DATE FILED:

8/4/16

- ☒ MOTION FEE COLLECTED: \$25.00
☐ CONTESTED - AMOUNT DUE: _____

SCCA/233 (11-2003)

STATE OF SOUTH CAROLINA

COUNTY OF YORK

The Bank of New York Mellon fka The Bank
of New York, as Trustee (CWALT 2004-
2CB),

vs.

Plaintiff,

Tara B. Barfield a/k/a Tara Burdiss Barfield,
Samuel C. Barfield, SouthTrust Bank, N.A.,
Beneficial Financial I Inc., CACH, LLC, and
The South Carolina Department of Revenue,

Defendants.

(File No. 4028.00915)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2015-CP-46-03068

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

DAVID HAMILTON
C.P. & GS
YORK COUNTY, SC

2016 AUG -4 PM 3:12

FILED-RECEIVED

YOU WILL PLEASE TAKE NOTICE that the undersigned as attorney for the Plaintiff will appear before the presiding judge for York 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



Peter M. Balthazor, SC Bar 68244

2838 Devine Street

Post Office Box 11412 (29211)

Columbia, South Carolina 29205

(803) 799-9993

Attorneys for Plaintiff

August 1, 2016
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF YORK

The Bank of New York Mellon fka The Bank
of New York, as Trustee (CWALT 2004-
2CB),

vs.

Plaintiff,

Tara B. Barfield a/k/a Tara Burdiss Barfield,
Samuel C. Barfield, SouthTrust Bank, N.A.,
Beneficial Financial I Inc., CACH, LLC, and
The South Carolina Department of Revenue,

Defendants.

(File No. 4028.00915)

STATE OF PENNSYLVANIA)

COUNTY OF MONTGOMERY)

PERSONALLY appeared before me Keli Smith, who
being duly sworn, says:

1. I am employed by Bayview Loan Servicing, LLC, as Document Coordinator
Pursuant to an agreement, Bayview Loan Servicing, LLC provides certain loan servicing
activities for The Bank of New York Mellon fka The Bank of New York, as Trustee (CWALT
2004-2CB), the holder of the Note described below. I am over the age of eighteen years, and I
am authorized to make the representations contained in this affidavit on behalf of The Bank of
New York Mellon fka The Bank of New York, as Trustee (CWALT 2004-2CB). I have personal
knowledge of the below events through my review of business records that are kept by Bayview
Loan Servicing, LLC, in the normal course of business, including the records related to the loan
described below.

IN THE COURT OF COMMON PLEAS

C/A NO.: 2015-CP-46-03068

AFFIDAVIT

DAVID HAMILTON
C.C.C.P. & GS
YORK COUNTY, SC

2016 AUG -4 PM 3:12

FILED-RECEIVED

2. For convenience, the following party or parties listed on the Note are referred to herein as "Borrower": Tara B. Barfield.

3. In my capacity as **Document Coordinator** I have access to Bayview Loan Servicing, LLC'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 Bayview Loan Servicing, LLC in the course of its regularly conducted business activities and are made at or near the time of the event, by or from information transmitted by a person with knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.

4. The loan evidenced by the Note and Mortgage is serviced by a servicer participating in the Home Affordable Modification Program (HAMP). It is not owned, securitized or guaranteed by Fannie Mae or Freddie Mac. The subject loan is not eligible for HAMP modification process because the servicer made a reasonable effort to solicit the mortgagor for HAMP but the mortgagor failed to respond by the dates indicated in the solicitations.

5. The Plaintiff is the holder of or otherwise entitled to enforce the Note and Mortgage that are the subject of this action. Said Note is dated December 8, 2003, between Tara B. Barfield and delivered unto Countrywide Home Loans, Inc. in the principal sum of One Hundred Fifty-Nine Thousand One Hundred Eighty and 00/100 (\$159,180.00) Dollars, payable in monthly installments of principal and interest of \$980.10 beginning January 1, 2004, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference.

6. Plaintiff is the mortgagee of record for a Mortgage, originally made between Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Countrywide Home Loans, Inc., its successors and assigns, and covering the following described property:

Being all of Lot 88 in Section 5 of Tega Cay as same is shown on map thereof recorded in Map Book A-254 at Page 4 in the Office of the Clerk of Court for York County, South Carolina.

Being the same property conveyed to Tara Burriss Barfield by deed from David A. Shear and Nancy M. Shear, dated December 17, 2001 and recorded in January 18, 2001, in Deed Book 4123 at Page 216 in the Office of the Clerk of Court for York County, South Carolina. Thereafter Tara Burdiss Barfield conveyed the subject property to Tara Burdiss Barfield and Samuel C. Barfield by deed dated December 8, 2003 in Deed Book 6004 at Page 28.

TMS No. 641-05-01-088

Property Address: 5088 Mariana Court, Tega Cay, SC 29708

7. The Mortgage was recorded in the public records of York County on January 22, 2004, in Book 6004 at Page 32, a copy of which is attached hereto as Exhibit "B" and made a part hereof by reference. By Assignment recorded March 26, 2009 in Book 10650 at Page 120, Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Countrywide Home Loans, Inc. assigned said Mortgage to Bank of New York as Trustee for the Certificateholders of CWALT 2004-02, a copy of which is attached hereto as Exhibit "C" and made a part hereof by reference. By Assignment recorded June 17, 2009 in Book 10844 at Page 133, Countrywide Home Loans, Inc. assigned said Mortgage to The Bank of New York Mellon fka The Bank of New York as Trustee for the Certificateholders of CWALT 2004-02, a copy of which is attached hereto as Exhibit "D" and made a part hereof by reference. Said Mortgage was modified by Loan Modification Agreement dated March 7, 2011, a copy of which is attached hereto as Exhibit "E" and made a part hereof by reference. By Assignment recorded June 5, 2012 in Book 12658 at Page 123, Mortgage Electronic Registration Systems, Inc. assigned said Mortgage to

The Bank of New York Mellon fka The Bank of New York as Trustee for the Benefit of the Certificateholders of the CWALT, Inc., Alternative Loan Trust 2004-2CB, Mortgage Pass Through Certificates, Series 2004-2CB, a copy of which is attached hereto as Exhibit "F" and made a part hereof by reference. By Assignment recorded April 22, 2015 in Book 14812 at Page 123, Bank of New York as Trustee for the Certificateholders of CWALT 2004-02 assigned said Mortgage to The Bank of New York Mellon fka The Bank of New York, as Trustee (CWALT 2004-2CB), a copy of which is attached hereto as Exhibit "G" and made a part hereof by reference.

8. Bank of America is the owner of this loan. The various assignments listed above did not transfer ownership of the loan. The loan was assigned to a trustee for the owner of the loan, Bank of America. The Lender of this loan was Countrywide Home Loans, Inc., who, via merger, is now Bank of America.

9. A Notice of Right to Cure (Breach Letter) was sent to the Borrower on December 21, 2012. A copy of the Notice of Right to Cure letter is attached hereto as Exhibit "H" and made a part hereof by reference.

10. The installments of principal and interest which became due on April 1, 2012, have not been paid although demand for the payment thereof has been made and the Plaintiff as the holder of the Note and mortgagee of record elects to and does declare the entire balance of said principal and interest due and payable at once. The Plaintiff's agent on behalf of the Plaintiff has possession of the original note that is the subject matter of this cause of action and therefore has an enforceable interest that allows the Plaintiff's agent on behalf of the Plaintiff the right to foreclose. There is now due and owing and unpaid upon the said Note and Mortgage the sum of One Hundred Ninety-Four Thousand Five Hundred Sixteen and 68/100 (\$194,516.68) Dollars as

of April 1, 2012, with a current interest rate of 4.0000% per annum from March 1, 2012, 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. The amount due and owing on the Note, with interest at the rate provided in the Note, secured by the Note and Mortgage, is as follows:

(a) Principal amount due as of April 1, 2012	\$194,516.68
(b) Interest	
Through February 1, 2015 at 2.0000% per annum	\$11,346.65
Through February 1, 2016 at 3.0000% per annum	\$5,835.48
Through July 25, 2016 at 4.0000% per annum	\$3,753.56
(c) Interest Forbearance Principle Amount	\$5,002.36
(d) Advances	
Property Taxes	\$8,200.23
Insurance	\$8,425.64
Property Inspections	\$580.50
(e) Late Charges	\$772.98
Total Amount Due or Owed	\$238,434.08

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 \$21.32 for interest.

SIGNATURE BLOCK APPEARS ON FOLLOWING PAGE

Affiant further sayeth not.

By:

[Signature]
Signature of Affiant

Keli Smith

Printed Name of Affiant

On behalf of Bayview Loan Servicing, LLC as servicer for
The Bank of New York Mellon fka The Bank of New
York, as Trustee (CWALT 2004-2CB)

Its:

Document Coordinator

Affiant's Title

STATE OF **PENNSYLVANIA**

COUNTY OF **MONTGOMERY**

) ss.

Sworn to (or affirmed) and subscribed before me this 20th day of July 2016, by
Keli Smith (Name of Affiant), personally known to me to be the person who
executed this Affidavit on behalf of the entity therein named.

WITNESS my hand and official seal

[Signature]
(Signature of Notary Public)

SEAL OR STAMP

Lynda Buehler

(Print, type or stamp commission name of
Notary Public)

My Commission Expires:

12/27/16

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Lynda Buehler, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Dec. 27, 2016

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**BAYVIEW**

Bayview Loan Servicing, LLC
4425 Ponce de Leon Blvd. 5th Floor
Coral Gables, FL 33148

12-21-12

Tara B Barfield
5088 Mariana CT
Tega Cay, SC 29708

IMPORTANT NOTICE

Sent Via Certified Mail

Loan Number: [REDACTED]

Property Address: 5088 Mariana Ct
Tega Cay SC 29708

NOTICE OF DEFAULT AND INTENT TO ACCELERATE

Dear Tara B Barfield:

This letter is formal notice by Bayview Loan Servicing, LLC (herein as "BLS") that you are in default under the terms of the documents creating and securing your Loan described above, including the Note and Deed of Trust/Mortgage/Security Deed ("Security Instrument"), for failure to pay amounts due.

The loan is due for 04-01-12 and subsequent payments, plus late charges, fees and costs. As of today, the total delinquency and reinstatement amount is \$ 9,947.54, which consists of the following:

Next Payment Due Date:	04-01-12
Total Monthly Payments Due (mos. @ \$):	9,947.54
Late Charges Due:	.00
Other Charges: Uncollected NSF Fees:	.00
Other Fees:	.00
Corporate Advance Balance:	7,209.86
Unapplied Balance:	(.00)
TOTAL YOU MUST PAY TO CURE DEFAULT:	\$ 9,947.54

It is possible that after payment of the amounts detailed above there may be other fees still due and owing, including but not limited to other fees, escrow advances or corporate advances that BLS paid on your behalf or advanced to your account.

This letter is a formal demand to pay \$ 9,947.54. If the default, together with additional payments that subsequently become due, is not cured by 01-20-13, BLS will take steps to terminate your ownership in the property by a foreclosure proceeding or other action to seize the property.

You have the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense to acceleration and foreclosure. You may have other rights under applicable law and/or the underlying loan documents.

74

IF YOU ARE UNABLE TO BRING YOUR ACCOUNT CURRENT, BLS offers consumer assistance programs designed to help resolve delinquencies and avoid FORECLOSURE. These services are provided without cost to our customers. You may be eligible for a loan workout plan or other similar alternative. If you would like to learn more about these programs, you may contact the Loss Mitigation Department at 1-877-205-9958, 9:00 a.m. - 8:00 p.m., Monday - Friday, Eastern Time. WE ARE VERY INTERESTED IN ASSISTING YOU.

The default above can be cured by payment of the total delinquency and reinstatement amount plus any additional payments and fees that become due by 01-20-13. Note that in addition to the regular monthly payments, additional charges, costs and fees may become due during the period between today's date and the date the aforementioned payments are due. You may contact our Loan Counseling Department at 1-800-771-0299 to obtain updated payment information.

Please include your loan number and property address with your payment and send to:

Bayview Loan Servicing, LLC
4425 Ponce de Leon Blvd, 5th Floor
Coral Gables, FL 33146

If you wish to dispute the delinquency, or if you dispute the calculation of amount of the delinquency and reinstatement amount, you may contact us by calling 1-800-771-0299.

You have the right to reinstate the loan after acceleration. Failure to respond to this letter may result in the loss of your property. To the extent your obligation has been discharged or is subject to the automatic stay in a bankruptcy case, this notice is for informational purposes only and does not constitute a demand for payment or an attempt to collect a debt as your personal obligation. If you are represented by an attorney, please provide us with the attorney's name, address and telephone number.

Attention Servicemembers and dependents: The Federal Servicemembers' Civil Relief Act ("SCRA") and certain state laws provide important protections for you, including prohibiting foreclosure under most circumstances. If you are currently in the military service, or have been within the last nine (9) months, AND joined after signing the Note and Security Instrument now in default, please notify BLS immediately. When contacting BLS as to your military service, you must provide positive proof as to your military status. If you do not provide this information, it will be assumed that you are not entitled to protection under the above-mentioned Act.

If you are experiencing financial difficulty, you should know that there are several options available to you that may help you keep your home. You may contact a government approved housing counseling agency which provides free or low-cost housing counseling. You should consider contacting one of these agencies immediately. These agencies specialize in helping homeowners who are facing financial difficulty. Housing counselors can help you assess your financial condition and work with us to explore the possibility of modifying your loan, establishing an easier payment plan for you, or even working out a period of loan forbearance. For your benefit and assistance, there are government approved homeownership counseling agencies designed to help homeowners avoid losing their homes. To obtain a list of approved counseling agencies, please call 1-800-569-4287 or visit <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

You may be eligible for assistance from the Homeownership Preservation Foundation or other foreclosure counseling agency. You may call the following toll-free number to request assistance from the Homeownership Preservation Foundation: 1-888-995-HOPE(4673). If you wish, you may also contact us directly at 1-800-771-0299 and ask to discuss possible options.

This matter is very important. Please give it your immediate attention.

Sincerely,

Gerardo Trueba

Loan Counseling Dept.
Bayview Loan Servicing, LLC

Phone Number: (800) 771-0299 Monday - Friday 8am - midnight ET; Sat 8am - 8pm ET; Sun 1pm - 5pm ET

75

FEDERAL LAW REQUIRES US TO ADVISE YOU THAT BAYVIEW LOAN SERVICING, LLC IS A DEBT COLLECTOR AND THAT THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE. TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED OR IS SUBJECT TO THE AUTOMATIC STAY IN A BANKRUPTCY PROCEEDING, THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT AN INDEBTEDNESS AS YOUR PERSONAL OBLIGATION. IF YOU ARE REPRESENTED BY AN ATTORNEY, PLEASE PROVIDE US WITH THE ATTORNEY'S NAME, ADDRESS AND TELEPHONE NUMBER.

2

76

STATE OF SOUTH CAROLINA

COUNTY OF YORK

The Bank of New York Mellon fka The Bank
of New York, as Trustee (CWALT 2004-
2CB),

Plaintiff,

vs.

Tara B. Barfield a/k/a Tara Burdiss Barfield,
Samuel C. Barfield, SouthTrust Bank, N.A.,
Beneficial Financial I Inc., CACH, LLC, and
The South Carolina Department of Revenue,

Defendants.

(File No. 4028.00915)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2015-CP-46-03068

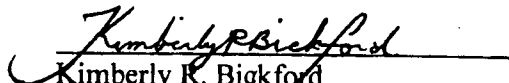
CERTIFICATE OF SERVICE

This is to certify that I, Kimberly R. Bickford, 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:

Tara B. Barfield a/k/a Tara Burdiss Barfield, *Pro Se*
5088 Mariana Court
Tega Cay, South Carolina 29708

Samuel C. Barfield, *Pro Se*
5088 Mariana Court
Tega Cay, South Carolina 29708

Brittany L. Kilpatrick, Esquire
Attorney for South Carolina Department of Revenue
Post Office Box 12265
Columbia, South Carolina 29211-2265


Kimberly R. Bickford
Paralegal

August 2, 2016

FILED-RECEIVED
2016 AUG -4 PM 3:12
DAVID HAMILTON
C.C.P. & GS
YORK COUNTY, SC

77

STATE OF SOUTH CAROLINA

COUNTY OF YORK

The Bank of New York Mellon fka The Bank of
New York, as Turstee (CWALT 2004-2CB),

Plaintiff,

vs.

Tara B. Barfield a/k/a Tara Burdiss Barfield,
Samuel C. Barfield, SouthTrust Bank, N.A.,
Beneficial Financial I Inc., CACH, LLC, and The
South Carolina Department of Revenue,

Defendants.

(File No. 4028.00915)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2015-CP-46-03068

NOTICE OF DENIAL OF FORECLOSURE
INTERVENTION

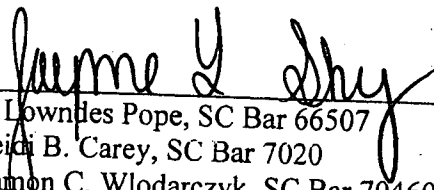
FILED-RECEIVED
20 FEB 12 AM 11:44
CLERK OF COURT
AVID HAMILTON
S.C.C.P. & G.S.
YORK COUNTY, SC

PLEASE TAKE NOTICE that the Plaintiff in this action has denied foreclosure intervention and intends to proceed with the referenced foreclosure action.

YOU WILL ALSO TAKE NOTICE that pursuant to South Carolina Supreme Court Administrative Order 2011-05-02-01, you have thirty (30) days from the date of mailing of this notice to file and serve a copy of your Answer or other response to the Summons and Complaint in this matter on the subscribers at their offices at 2838 Devine Street, Columbia, South Carolina 29205.

**THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY
INFORMATION GAINED WILL BE USED FOR THAT PURPOSE.**

RILEY POPE & LANEY, LLC



T. Downies Pope, SC Bar 66507

Heidi B. Carey, SC Bar 7020

Damon C. Wlodarczyk, SC Bar 70460

Jayme L. Shy, SC Bar 81551

Meredith M. Robertson, SC Bar 68322

Peter M. Balthazor, SC Bar 68244

Christopher M. Wasson, SC Bar 101890

Louise M. Johnson, SC Bar 16586

2838 Devine Street

Post Office Box 11412 (29211)

Columbia, South Carolina 29205

(803) 799-9993

Attorneys for Plaintiff

February 9, 2016

78

STATE OF SOUTH CAROLINA

COUNTY OF YORK

The Bank of New York Mellon fka The Bank of
New York, as Turstee (CWALT 2004-2CB),

Plaintiff,

vs.

Tara B. Barfield a/k/a Tara Burdiss Barfield,
Samuel C. Barfield, SouthTrust Bank, N.A.,
Beneficial Financial I Inc., CACH, LLC, and The
South Carolina Department of Revenue,

Defendants.

(File No. 4028.00915)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2015-CP-46-03068

CERTIFICATE OF MAILING

I hereby certify that I served the Notice of Denial of Foreclosure Intervention upon the Defendants herein by depositing a copy of same, this date, in the U.S. Mails, first class postage prepaid, and addressed as follows:

Tara B. Barfield a/k/a Tara Burdiss Barfield
5088 Marianna Court
Tega Cay, SC, 29708

Samuel C. Barfield
5088 Mariana Court
Tega Cay, SC, 29708
Pro Se

FILED-RECEIVED
2016 FEB 12 AM 11:44
DAVID HAMILTON
C.C.P. & G.S.
YORK COUNTY, SC

Augusta For
Riley Pope & Laney, LLC
File Clerk

February 10, 2016

79

STATE OF SOUTH CAROLINA

COUNTY OF YORK

The Bank of New York Mellon fka The Bank of
New York, as Turstee (CWALT 2004-2CB),

Plaintiff,

vs.

Tara B. Barfield a/k/a Tara Burdiss Barfield,
Samuel C. Barfield, SouthTrust Bank, N.A.,
Beneficial Financial I Inc., CACH, LLC, and The
South Carolina Department of Revenue,

Defendants.

(File No. 4028.00915)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2015-CP-46-03068

ATTORNEY CERTIFICATION
(Administrative Order 2011-05-02-00)

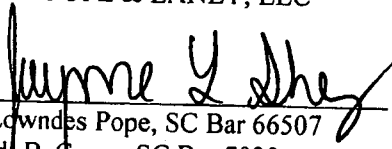
DAVID HAMILTON
C.C.P. & G.S.
YORK COUNTY, SC

FILED-RECEIVED
2016 FEB 12 AM 11:44

The undersigned Plaintiff's attorney does hereby certify as follows:

1. The Mortgagor has been served with a notice of the Mortgagor's right to foreclosure intervention and have responded indicating interest in participating in loss mitigation.
2. The Plaintiff made a good faith effort to obtain the required documentation from the Mortgagor to participate in the foreclosure intervention process, but the Mortgagor failed to submit the requested documents. Therefore, the Plaintiff could not evaluate the Mortgagors' eligibility for foreclosure intervention.
3. Because the Mortgagor did not cooperate with the foreclosure intervention process, the Plaintiff could not determine the Mortgagors' qualifications for loan modification or other means of loss mitigation, in accordance with any standards, rules or guidelines applicable to the mortgage loan, and the parties have been unable to reach any other agreement concerning the foreclosure process.
4. The Notice of Denial of Foreclosure Intervention (the "Notice") was served on the Mortgagor by mailing the Notice to the Mortgagor on February 9, 2016, giving them 30 days from the date of mailing of the Notice to file and serve an answer or other response to the Summons and Complaint.

RILEY POPE & LANEY, LLC


T. Lowndes Pope, SC Bar 66507

Heidi B. Carey, SC Bar 7020

Damon C. Wlodarczyk, SC Bar 70460

— Jayme L. Shy, SC Bar 81551

Meredith M. Robertson, SC Bar 68322

Peter M. Balthazor, SC Bar 68244

Christopher M. Wasson, SC Bar 101890

Louise M. Johnson, SC Bar 16586

2838 Devine Street

Post Office Box 11412 (29211)

Columbia, South Carolina 29205

(803) 799-9993

Attorneys for Plaintiff

February 9, 2016

STATE OF SOUTH CAROLINA

COUNTY OF YORK

The Bank of New York Mellon fka The Bank of New York, as Turstee (CWALT 2004-2CB),

Plaintiff,

vs.

Tara B. Barfield a/k/a Tara Burdiss Barfield,
Samuel C. Barfield, SouthTrust Bank, N.A.,
Beneficial Financial I Inc., CACH, LLC, and
The South Carolina Department of Revenue,

Defendants.

(File No. 4028.00915)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2015-CP-46-03068

CERTIFICATE OF MAILING

I hereby certify that I served the Attorney Certification upon the Defendants herein by depositing a copy of same, this date, in the U.S. Mails, first class postage prepaid, and addressed as follows:

Tara B. Barfield a/k/a Tara Burdiss Barfield
5088 Marianna Court
Tega Cay, SC, 29708

Samuel C. Barfield
5088 Mariana Court
Tega Cay, SC, 29708
Pro Se

SouthTrust Bank, N.A.
Successor Wells Fargo Bank NA
C/O Corporation Service Company
1703 Laurel Street
Columbia, SC, 29201

Beneficial Financial I Inc.
c/o CT Corporation System
2 Office Park Court, Suite 103
Columbia, SC, 29223

CACH, LLC
c/o A or Adam Tesh, Esq.
1900 Barnwell Street
Columbia, SC, 29201

Brittany Kilpatrick, Esquire
Attorney for South Carolina Department of
Revenue
300A Outlet Pointe Boulevard
Post Office Box 12265 (29211)
Columbia, SC 29201

Augusta For
Riley Pope & Laney, LLC
FILE CLERK

February 10, 2016

FILED-RECEIVED
2016 FEB 12 AM 11:44
DAVID HAMILTON
C.C.P. CLERK
YORK COUNTY, SC

STATE OF SOUTH CAROLINA
COUNTY OF YORK

) COURT OF COMMON PLEAS
)
) C/A No. 15-CP-46-03068

The Bank of New York Mellon,
Plaintiff,

v.

Tara B. Barfield, Samuel Barfield, and
et al.,

Defendants.

HEARING

ORIGINAL

Tuesday, August 23, 2016
11:01 a.m. - 11:38 a.m.

The hearing before the Honorable S. Jackson Kimbell, Master-In-Equity for York County, was taken at 1 North Congress Street, York, South Carolina on the 23rd day of August, 2016 before Donna Currey, 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

Also Present:
Samuel Barfield

INDEX

Certificate 29

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: All right. Are you Mr. Barfield?

2 MR. BARFIELD: Yes, sir.

3 THE COURT: All right. This is case number CP-2015-
4 46-3068, The Bank of New York Mellon against
5 Tara B. Barfield, Samuel C. Barfield and
6 others. Present and representing the plaintiff
7 is Mr. Paul Balthazor of Riley, Pope and Laney.
8 Also present is the defendant Mr. Samuel
9 Barfield. No one else has appeared. So, if
10 you're ready to proceed Mr. Balthazor, go
11 ahead.

12 MR. BALTHAZOR: Yes, Your Honor. May it please the
13 court, good morning. Pete Balthazor here on
14 behalf of the Plaintiff in this matter. This
15 is a foreclosure action pending in York County.
16 The property is located in York County. I
17 think the Plaintiff has filed a couple of
18 motions. It just occurred to me this morning
19 while I was still at the office that I did have
20 a motion to strike the request for a jury, and
21 I've also got a Motion for Summary Judgment
22 pending. There's multiple defendants in the
23 case. Mr. Barfield is one of the defendants
24 and is present here and filed an answer. Mr.
25 Barfield, I do not believe, asked for a jury



1 trial. Tara Barfield filed an answer on --
2 let's see, on March 9th of this year. And in
3 that answer, it's basically a general denial
4 and asserted a number of affirmative defenses
5 and must have separately filed a request for a
6 jury trial. I'm not sure where -- I'm not even
7 sure now I see in the complaint where a jury
8 trial was asserted. But in any event -- maybe
9 that's it on the last paragraph. No ---

10 **MR. BARFIELD:** It was in a separate ---

11 **MR. BALTHAZOR:** A separate filing?

12 **THE COURT:** Let me stop you a second. The Summary
13 Judgment Motion, I've already done one order
14 granting partial Summary Judgment. That order
15 was filed on May the 2nd. So, this motion is
16 to establish the debt amount?

17 **MR. BALTHAZOR:** Yes, Your Honor. The first Motion
18 for Summary Judgment that you heard was on a
19 cause of action for declaratory relief based on
20 the order of recording. I think Mrs. Barfield
21 executed a note and mortgage. And then after
22 she executed the note and mortgage, she deeded
23 a portion of the property to Mr. Barfield and
24 there was some discrepancy in the way those
25 documents were recorded.



1 THE COURT: Okay.

2 MR. BALTHAZOR: And that's what the previous motion
3 was.

4 THE COURT: I see that now.

5 MR. BALTHAZOR: This motion is for -- this Motion
6 for Summary Judgment is on the second cause of
7 action for foreclosure for the mortgage given
8 by Mrs. Barfield. And to the extent she has
9 requested a jury trial in this matter, I think
10 it's well established that a mortgage
11 foreclosure action is an action in equity, and
12 I think I cited a case in my motion. As I
13 mentioned, Mrs. Barfield's answer was basically
14 a general denial with the assertion of various
15 affirmative defenses with no counter claims.
16 So, I don't believe there is any entitlement to
17 any jury trial based on the allegations or any
18 of the affirmative defenses raised in the
19 complaint by Mrs. Barfield. Would Your Honor
20 like me to go on to the Motion for Summary
21 Judgment at this point?

22 THE COURT: Well, it seems to me that -- I'm looking
23 at her answer and defenses document ---

24 MR. BALTHAZOR: And not to interrupt, Your Honor,
25 but I do see filed on March 22nd, 2016, was a



1 demand for jury trial made by Mrs. Barfield.
2 It doesn't state any other grounds for the
3 demand for jury trial other than as a matter of
4 right pursuant to Rule 38 of the Rules of Civil
5 Procedure.

6 **THE COURT:** Hold on a minute.

7 **MR. BALTHAZOR:** Sure.

8 **THE COURT:** Her answer was filed dated March the 9th
9 and filed the same day. Her jury trial demand,
10 I'm not finding that easily. Do you have a
11 copy of that?

12 **MR. BALTHAZOR:** I can bring you up my file and show
13 it to you, Your Honor. Like I say, it was --
14 let's see.

15 **THE COURT:** When was it dated and filed?

16 **MR. BALTHAZOR:** It looks like it was filed March
17 22nd.

18 **THE COURT:** Well, it's not timely. Here it is.

19 **MR. BALTHAZOR:** Right.

20 **THE COURT:** Dated March 22nd, filed March 22nd.
21 Rule 38 says any party may demand a jury trial
22 by jury of any issue triable of right by jury
23 by serving upon the other parties the demand
24 therefore in writing at any time after the
25 commencement of the action and not later than



1 ten days after the service of the last pleading
2 directed to such issue. And as far as I know,
3 that was the last pleading. Her answer was the
4 last pleading was it not?

5 **MR. BALTHAZOR:** Yes, Your Honor. She's not filed
6 any pleadings.

7 **THE COURT:** And Mr. Barfield has filed none?

8 **MR. BARFIELD:** I'm sorry?

9 **THE COURT:** Mr. Barfield has not filed an answer?

10 **MR. BALTHAZOR:** No. Mr. Barfield filed an answer
11 prior to Mrs. Barfield. He filed an answer on
12 November 16th, 2015.

13 **THE COURT:** All right.

14 **MR. BALTHAZOR:** We solicited Mrs. Barfield for
15 foreclosure intervention, and that's why her
16 answer came later.

17 **THE COURT:** All right. Well, the jury trial demand
18 is not timely.

19 **MR. BALTHAZOR:** I agree.

20 **THE COURT:** So, that motion is granted.

21 **MR. BALTHAZOR:** Thank you.

22 **THE COURT:** All right. Let's move on to the Summary
23 Motion Judgment.

24 **MR. BALTHAZOR:** Yes, sir. In your file, you should
25 have a copy of the Plaintiff's Motion for



1 Summary Judgment. It was filed on August 4th,
2 2016 along with an affidavit from an employee
3 of Bayview Loan Servicing. It's our contention
4 that in a mortgage foreclosure action that once
5 a party seeking foreclosure -- well, a party
6 seeking foreclosure has the burden of
7 establishing the existence of the debt and the
8 mortgagors default on that debt. And once
9 those two things have been established, the
10 debt and the default, then the mortgagor would
11 have the burden of establishing some defense
12 such as a lack of consideration, payment or
13 record of satisfaction or any other defenses.
14 And as Your Honor knows, Rule 56 requires that
15 if there is a properly supported Motion for
16 Summary Judgment that is supported by an
17 affidavit and other exhibits that's accepted by
18 the court, then the opposing party cannot just
19 rest on the allegations of any pleading. That
20 opposing party has to come forward with some
21 specific proof or specific evidence refuting
22 those allegations to show some genuine issue of
23 material fact. And I will go through some of
24 the facts of this matter which we believe are
25 undisputed at this point.



1 THE COURT: Well, let me clarify something else
2 first.

3 MR. BALTHAZOR: Sure.

4 THE COURT: I find no -- I find no affidavit or
5 other acceptable response to the Motion for
6 Summary Judgment. In other words, the
7 plaintiff has filed an affidavit. I find no
8 counter affidavit or other exhibit.

9 MR. BALTHAZOR: Right, and that's my ---

10 THE COURT: Is that right?

11 MR. BALTHAZOR: Yes, sir. That's my point
12 concerning Rule 56. Once we've properly --
13 once we've moved under Rule 56 and properly
14 supported our motion ---

15 THE COURT: I understand that. I just wanted to be
16 sure that I'm correct and not finding in the
17 file any appropriate response. Mr. Barfield,
18 you raised your hand.

19 MR. BARFIELD: Your Honor, I do have the opposition
20 to the motion here that I was going to -- and
21 a whole lot of exhibits to go along with it.

22 THE COURT: To file today?

23 MR. BARFIELD: Yes, sir.

24 THE COURT: It's too late. They're required -- any
25 response -- in the first place, it needs to be



1 an affidavit, not just a piece of paper because
2 a piece of paper has to be properly
3 authenticated. That is something has to show
4 that it is what it says it is. And typically
5 that is done by an affidavit or a deposition if
6 one has been taken in the case. In any event,
7 the rule provides that such responses have to
8 be filed two days prior to the date for the
9 hearing. You have a question about that?

10 **MR. BARFIELD:** No, sir.

11 **THE COURT:** All right. Go ahead, Mr. Balthazor.

12 **MR. BALTHAZOR:** Yes, sir, Your Honor. According to
13 the complaint and as I say, I'll go through
14 some of these facts alleged in the complaint
15 and they've been verified and attested to in
16 the affidavit, also. That the Plaintiff in the
17 current action is the holder of the note. On
18 December 8th, 2003, Mrs. Barfield, Tara
19 Barfield, executed a note in the original
20 principal amount of \$159,180 at 6.25 percent.
21 She executed a mortgage, which is alleged in
22 paragraph eight of the complaint. That
23 mortgage was recorded in York County on January
24 22nd, 2004. On April 22nd, 2015, the mortgage
25 was assigned to the current plaintiff. The



1 assignment of that mortgage is stated in the
2 complaint as to the book and page. Mrs.
3 Barfield entered into a loan modification
4 agreement on March 7th, 2011, which we would I
5 guess be in the 6th year of that now, and which
6 modified the payments for years one through
7 five at two percent interest, for year six at
8 three percent interest and year seven at four
9 percent interest. In paragraph 29 of the
10 complaint alleges that the April 1st, 2011
11 installment was not paid and at that time, the
12 principal balance was \$194,516.68 at two
13 percent interest from March 1st, 2012. In the
14 affidavit, its support of summary judgment,
15 paragraph five, we have again confirmed that
16 the Plaintiff is the holder of the note and
17 mortgage in this matter. Attached is exhibits
18 to the affidavit, is a copy of the note and
19 mortgage. Paragraph six attests that the
20 mortgage or that the plaintiff is the mortgagee
21 of record in this matter. And paragraph nine
22 I'll also address because I think this was
23 raised in the answer at some point that any
24 notice of right to cure had not been provided.
25 Paragraph nine along with Exhibit H shows that



1 a Notice of a Right to Cure was sent to the
2 borrower on December 21st, 2012. The affidavit
3 also establishes the amount of the debt, which
4 as I've already mentioned, the principal amount
5 being due as of April 1st, 2012 was
6 \$194,516.68. Interest in different amounts
7 based on that modification agreement, there was
8 a period where interest was at two percent,
9 then three percent, then four percent. There
10 was some interest that was subject to
11 forbearance. Then there were various advances
12 for property taxes and insurance and property
13 inspections and late charges, which are
14 outlined in the affidavit. And as of the date
15 of the affidavit, the total amount due was
16 \$238,434.08 and that is accruing a per diem
17 charge of \$21.32. I would also mention for the
18 court and Mr. Barfield, and I can certain
19 provide to the court, Mrs. Barfield has raised
20 in her answer that the plaintiff does not have
21 standing and that, I think she raises that she
22 has never seen the original note and mortgage
23 and she requested to see the original note and
24 mortgage. I have brought the original
25 collateral file with me today. Obviously, Mrs.



1 Barfield is not here to see that today. Mr.
2 Barfield is not a borrower. Mr. Barfield is an
3 owner of the property. But if anybody would
4 like to see the original collateral file, I
5 have that with me here today as well. And some
6 of the issues raised by Mrs. Barfield, I think
7 she raises some irregularities with some
8 assignments in the matter, but as Your Honor
9 knows, we have the original note in possession
10 of the Plaintiff. The mortgage follows the
11 note and as we've established in the affidavit,
12 the Plaintiff here today is the holder of the
13 note and the mortgagee of record. And we
14 believe based on the showing made today is
15 entitled to the foreclosure of the property.

16 **THE COURT:** All right. Let me see the original
17 note.

18 **MR. BALTHAZOR:** Yes, sir.

19 **THE COURT:** And show it to Mr. Barfield. I
20 recognize that he's not a lawyer.

21 **MR. BALTHAZOR:** Certainly.

22 **THE COURT:** I think the issues are pretty identical.

23 **MR. BALTHAZOR:** And I do have the original mortgage,
24 also.

25 **THE COURT:** Let me see.



1 MR. BALTHAZOR: Yes, sir.

2 THE COURT: A copy was appended to the motion and
3 affidavit as an exhibit. This original appears
4 to be -- or copy appears to be a true copy of
5 the Exhibit A attached to the motion and
6 affidavit except for the redactions that are
7 required by law. So, there you go. I'll give
8 it back. I'm not going to keep your original.

9 MR. BALTHAZOR: Thank you.

10 THE COURT: Anything further from the Plaintiff?

11 MR. BALTHAZOR: Your Honor, we would just at this
12 time request judgment as requested in the
13 complaint subject to a later request for
14 attorney's fees or any costs.

15 THE COURT: When do you want to do that?

16 MR. BALTHAZOR: Well, we would do that when we
17 submit an order to you, Your Honor, if Summary
18 Judgment is granted.

19 THE COURT: Okay. Mr. Barfield?

20 MR. BARFIELD: Yes, sir. I understand now that we
21 were untimely on the opposition for the motion.
22 However, you know, as he just stated there were
23 in the answers claims of lack of standing. If
24 I have evidence as to that, would that be
25 admissible?



1 **THE COURT:** No, sir. Not unless it's -- as the
2 rules says, the adverse party may serve
3 opposing affidavits not later than two days
4 before the hearing. It goes on to say, it
5 talks about the form of affidavits. Supporting
6 and opposing affidavits shall be made of
7 personal knowledge and shall set forth such
8 facts as would be admissible in evidence and
9 shall show affirmatively that the affiant is
10 competent to testify to the matter stated
11 therein. Sworn or certified copies of all
12 papers or parts thereof referred to in an
13 affidavit shall be attached thereto and served
14 therewith. In other words, any documents that
15 are attached to such an affidavit would have to
16 be either certified copies or notarized copies
17 of documents, and we have none of that.

18 **MR. BARFIELD:** What about copies of affidavits that
19 are already in the record?

20 **THE COURT:** What affidavits are you talking about?

21 **MR. BARFIELD:** Can I bring them to you?

22 **THE COURT:** Just tell me what they are. You say in
23 the record. Are they filed?

24 **MR. BARFIELD:** They're filed, and what they are they
25 are filed in the original case but it's the



1 same parts.

2 **THE COURT:** Is the before the prior case was
3 dismissed due to a loan modification?

4 **MR. BARFIELD:** Yes, sir, before that.

5 **THE COURT:** No, sir. I think those are not -- I'm
6 not going to consider those. That case no
7 longer exists.

8 **MR. BARFIELD:** I mean, the case may no longer exist
9 but the reason that I was asking ---

10 **THE COURT:** Well, those affidavits are not submitted
11 in this case. They have not been submitted in
12 opposition of this motion, and they are not
13 part of the record in this case. Go ahead.

14 **MR. BARFIELD:** Other than that, that's all I have.
15 Yeah. I mean, they're not in this case, but
16 they are in the record for the other case and
17 they do directly contradict exactly what they
18 say.

19 **THE COURT:** Well, I'm not going to consider it. Go
20 ahead. Any other argument? This is your time.

21 **MR. BARFIELD:** Well, I don't have anything that's in
22 the record in this case. I do have responses
23 from the Plaintiff to qualify written responses
24 that have been in, one that I just got in and
25 one that we just got yesterday that also



1 contradict the affidavit for the Motion for
2 Summary Judgment.

3 **THE COURT:** What are you talking about?

4 **MR. BARFIELD:** I'm talking about this one dated
5 August 17th that we just received yesterday,
6 which says that the owner of the loan is CWALT,
7 Incorporated Alternative Loan Trust 2004-CB
8 with the Bank of New York, LS Trustee gives
9 their address as, you know, 101 Parker Street,
10 Eight West, New York. Please be advised that
11 be the one serving as the subservicer of the
12 loan on behalf of the master servicer of Bank
13 of America. In their affidavit, they are
14 saying that the trust is the holder of the
15 holder of the note but that Bank of America is
16 and always has been the owner. But then I have
17 three different responses to the qualified
18 written requests that all say that the trust is
19 ---

20 **THE COURT:** What issue is created by that, who to
21 pay?

22 **MR. BARFIELD:** Right. We don't know who the owner
23 of the loan is.

24 **THE COURT:** Well, I can tell you that what Mr.
25 Balthazor has said is correct, that the law of



1 South Carolina is the possession of the
2 original note carries with it proof that the
3 possessor is the owner of the mortgage. And he
4 has presented the original note today, and he
5 represents the Plaintiff. That note is in
6 possession of the Plaintiff, and the Plaintiff
7 is entitled to enforce the mortgage.

8 **MR. BARFIELD:** Right. And also, my wife asserted in
9 her answer two things that may void the note.
10 One when we are talking about the different
11 assignments. This is a REMIC trust that's
12 listed in the U.S. Treasury list of REMIC
13 trusts for the first quarter of 2004. So, I
14 mean, there's really no doubt that it is a
15 REMIC trust. And the assignments that we were
16 talking about are in direct controvention of
17 that, meaning that they were done five or six
18 years even initially after the close of the
19 trust, which means that the trust is taxed at
20 100 percent of anything that's put into it.

21 **THE COURT:** What does that got to do with who owns -
22 - who currently owns the note and mortgage and
23 is entitled to enforce it?

24 **MR. BARFIELD:** As the laws that govern the trust,
25 that makes that transfer void, because they



1 would never accept the transfer.

2 **THE COURT:** So, there's no note?

3 **MR. BARFIELD:** No. According to that, there ---

4 **THE COURT:** No debt?

5 **MR. BARFIELD:** There would be -- well, there may be
6 a debt, but there's no note. The only way that
7 they can prove the debt would be through third
8 party proof of payment through canceled checks
9 or wire transfer receipts through the Federal
10 Reserve System.

11 **THE COURT:** So, as a consequence, there's no way --
12 you don't owe anything?

13 **MR. BARFIELD:** We may owe something to somebody, but
14 it -- they haven't proven that it's them if the
15 note and mortgage are void because of the way
16 that this ---

17 **THE COURT:** Why are the note and mortgage void?

18 **MR. BARFIELD:** Because if the assignments were done
19 in controvention to the pooling and servicing
20 agreement of the trust, it's not voidable, it's
21 void. Because it would never -- the trust
22 would never accept the loan into the trust
23 after the trust had closed. The trusts all
24 close 90 days after they open.

25 **THE COURT:** And as a consequence, you don't owe any



1 money?

2 **MR. BARFIELD:** We may owe money to someone, but that
3 would have to be -- but absent the note and
4 mortgage ---

5 **THE COURT:** But to whom would you be willing to pay
6 it?

7 **MR. BARFIELD:** Whoever ---

8 **THE COURT:** Are you able to pay it?

9 **MR. BARFIELD:** Whoever could -- whoever could prove,
10 you know, through third party verification, you
11 know, through a canceled check or wire transfer
12 receipt that they actually paid for the note
13 and mortgage.

14 **THE COURT:** And they don't have to prove that. They
15 have possession of the original note. Right or
16 wrong, they have possession of the original
17 note.

18 **MR. BARFIELD:** Even if the ---

19 **THE COURT:** Under South Carolina law, they can
20 enforce the debt and the rights under the
21 mortgage.

22 **MR. BARFIELD:** But if -- would that be true even if
23 the note and mortgage were void?

24 **THE COURT:** Why are they void?

25 **MR. BARFIELD:** Because what I was just talking about



1 with the nature of the assignments in the REMIC
2 trust.

3 THE COURT: The nature of assignments does not
4 render a note void.

5 MR. BARFIELD: It's the ---

6 THE COURT: The assignments may be fouled up, but
7 that doesn't make the note void.

8 MR. BARFIELD: No. I mean, the assignments, there
9 are a lot of issues.

10 THE COURT: Let me ask you this. Was the note used
11 -- was the money, the proceeds of the loan that
12 we're talking about used to buy the house?

13 MR. BARFIELD: No. It was a refinance.

14 THE COURT: It was a refinance. So, you received
15 the funds for the purpose of paying off a prior
16 mortgage?

17 MR. BARFIELD: Right.

18 THE COURT: Right. So, there was actually a debt
19 created because you received that money.

20 MR. BARFIELD: There was.

21 THE COURT: Right. And now you're telling me that
22 debt is void?

23 MR. BARFIELD: Well, I'm not saying the debt is
24 void. I'm saying the note ---

25 THE COURT: So, the only question is who has a right



1 to enforce it?

2 **MR. BARFIELD:** Right.

3 **THE COURT:** Well, this gentleman has presented to me
4 and to you a copy of the original note,
5 possession of which the note being a negotiable
6 instrument is sufficient to prove that that
7 person has a right to enforce it.

8 **MR. BARFIELD:** I mean, I would just like to object
9 to that because of ---

10 **THE COURT:** You can object all day.

11 **MR. BARFIELD:** --- what I just said. The other
12 thing that was also brought up in my wife's
13 answer was that the note had been rescinded via
14 TILA and also with the current ---

15 **THE COURT:** Rescinded?

16 **MR. BARFIELD:** Yes, sir. I mean, you're familiar
17 with -- under the Truth and Lending Act, the
18 note can be -- the loan contract can be
19 rescinded.

20 **THE COURT:** It can be.

21 **MR. BARFIELD:** It can. And under the -- it's not
22 really recent anymore but it was in January or
23 February of 2015, the Supreme Court ruled on
24 the Jesinoski versus Countrywide Home Loans,
25 and what they said in that was the Truth and



1 Lending Act Statute means exactly what it says
2 in that all a borrower has to do to rescind the
3 note is effective upon mailing. It doesn't
4 have to be -- they don't have to file separate
5 lawsuits.

6 **THE COURT:** When was this note rescinded?

7 **MR. BARFIELD:** This note was rescinded in October of
8 2015.

9 **THE COURT:** When was the loan made?

10 **MR. BARFIELD:** Well, the loan was made -- the
11 original load was made in 2003. But the
12 wording of the Jesinoski decision is that ---

13 **THE COURT:** Wouldn't that require -- the rescission
14 of the note would require that you return any
15 money you got?

16 **MR. BARFIELD:** Well, we'd have to return any money
17 we got, but first the lender would ---

18 **THE COURT:** I tell you what. You return the money,
19 and I'll rescind the note.

20 **MR. BARFIELD:** Well, the thing with that is that
21 there's a whole list of things that the lender
22 has to do first. They have to return the note
23 and mortgage and any monies that we've paid
24 before we have to tender back that money, and
25 they have to do that within 20 days per the



1 statute. And the Jesinoski decision -- I'm not
2 sure you've seen that yet, but it does plainly
3 state ---

4 **THE COURT:** I have not.

5 **MR. BARFIELD:** It does plainly -- I have a copy if
6 you'd like.

7 **THE COURT:** No, sir. Because I think you just
8 wasted -- you're reliance upon this line of
9 logic is misplaced. Furthermore, you're not
10 the debtor.

11 **MR. BARFIELD:** Right.

12 **THE COURT:** And you have no standing to challenge
13 the debt. And you're not a lawyer.

14 **MR. BARFIELD:** No, sir. I'm not.

15 **THE COURT:** Thus, you are not representing your
16 wife.

17 **MR. BARFIELD:** No. No, I'm not. But she had
18 brought that up in her answer, in her original
19 answer.

20 **THE COURT:** Well, the whole purpose of what I just
21 read to you out of the Rule 56 of the South
22 Carolina Rules of Civil Procedure is to show
23 that one cannot rely upon an unverified answer
24 in response to a Motion for Summary Judgment if
25 that motion is supported by affidavits and



1 appropriate documents. This motion is
2 supported by an affidavit and appropriate
3 documents, and there's been no -- nothing filed
4 to contradict that in this case.

5 **MR. BARFIELD:** That's true, and like I said, I did
6 have that. I didn't realize it had to be filed
7 two days prior.

8 **THE COURT:** Well, I don't have the right to ignore
9 the rules because somebody didn't know the
10 rules, be it a lawyer or pro se person. I'm
11 happy to explain the rules to people who are
12 not lawyers who represent themselves, but I do
13 not have the right to waive the effect of the
14 rules. Anything else?

15 **MR. BARFIELD:** That was all I had.

16 **THE COURT:** All right. Based on the record, I find
17 there's no genuine issue of fact, that the
18 Plaintiff has the right to enforce the note
19 under existing law. I further find that the
20 Plaintiff is entitled to Summary Judgment on
21 the note and Judgment for foreclosure of the
22 mortgage. I further find that the total debt
23 amount exclusive of attorney's fees and costs
24 is \$238,434.08 and that interest runs on that
25 amount at the rate of \$21.32 a day. I ask that



1 the Plaintiff submit to me and Mr. Barfield an
2 affidavit within ten days of today establishing
3 Plaintiff's attorney's fees. If there's an
4 objection to the attorney's fees, I'll have a
5 separate hearing on that. So, I think what I
6 need for you to do Mr. Balthazor is to submit
7 to me a Judgment of Foreclosure granting
8 Summary Judgment for Foreclosure, an Order
9 granting Summary Judgment for Foreclosure in
10 the amount - I said as far as the debt is
11 concerned. I will establish the attorney's
12 fees by subsequent order, and when that is all
13 done, we'll set a sale.

14 **MR. BALTHAZOR:** Yes, Your Honor. I think normally,
15 I would send you a -- I say normally, I'm not
16 sure how you normally you do it. In other
17 cases, I've sent an entire judgement package,
18 which includes an affidavit of attorney's fees,
19 a statement of costs and that gets included in
20 the proposed Order. Obviously, I'll send that
21 entire package to Mr. and Mrs. Barfield. If
22 they've got any objection to any of those
23 amounts stated in the affidavit of the
24 attorney's fees, they can raise those at the
25 proper time.



1 THE COURT: Well, the proper time would be ten days
2 after you send it.

3 MR. BALTHAZOR: Certainly.

4 THE COURT: That's what I'm going to set. And then
5 depending on -- I'll review all that and
6 depending on that, we'll either hold a hearing
7 on attorney's fees or assign an order that
8 includes attorney's fees. So, maybe you need
9 to do those by separate order.

10 MR. BALTHAZOR: That can be done.

11 THE COURT: As these defendants are not in default,
12 I think that's what I need to do.

13 MR. BALTHAZOR: Yes, sir.

14 THE COURT: Okay. So, one order plus affidavit of
15 attorney's fees. Defendants Barfield have ten
16 days to file a proper objection to attorney's
17 fees. If necessary, I'll hold a hearing. If
18 I can, I'll review their objections and what is
19 submitted by the Plaintiff in support of the
20 attorney's fees. If I can rule on that, I
21 will.

22 MR. BALTHAZOR: Yes, sir.

23 THE COURT: Okay. Now, when do you want to -- when
24 did you propose to hold a sale?

25 MR. BALTHAZOR: Well, I can probably -- today is



1 Tuesday. I can probably submit a Proposed
2 Order to you by the end of the week. So, what
3 are we -- I guess maybe October.

4 **THE COURT:** October is fine with me.

5 **MR. BALTHAZOR:** I think October.

6 **THE COURT:** As a matter of fact, October is the
7 earliest we can do it, because we're past the
8 cutoff for advertising for September anyway.

9 **MR. BALTHAZOR:** Right.

10 **THE COURT:** So, do that and submit me a Notice of
11 Sale as well for the October sale date. That's
12 October the 3rd, I believe.

13 **MR. BALTHAZOR:** Yes, sir.

14 **THE COURT:** All right. Any questions? Mr.
15 Barfield, do you have any questions?

16 **MR. BARFIELD:** No, sir.

17 **THE COURT:** All right. That will conclude the
18 hearing. Thank you.

19 (There being no further questions, the deposition
20 concluded at 11:38 a.m.)
21
22
23
24
25

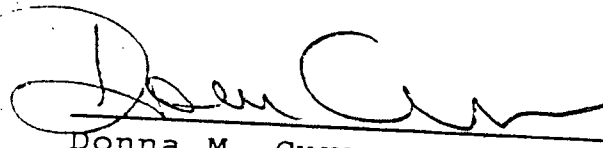


CERTIFICATE

This is to certify that the within hearing consisting of twenty eight (28) 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 January 11, 2017.



Donna M. Currey
Court Reporter

Notary Public for South Carolina
My Commission Expires: January 31, 2024



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

TARA B BARFIELD
5088 Mariana Court
Tega Cay, SC 29708

October 12, 2015

Bayview Loan Servicing LLC
4425 Ponce De Leon Blvd., 5th Floor
Coral Gables, FL 33146

Loan Number # 610887
Property Address: 5088 Mariana Court
Tega Cay, SC 29708

To whom it may concern:

Pursuant to the provisions of the Truth in Lending Act ("TILA"), I hereby rescind the above-referenced loan, due to violations of TILA.

This rescission is based on the provisions of TILA, including but not limited to 15 U.S.C. 1635(a) and 12 C.F.R. 226.23(b)(5). Please contact me at (704) 293-0132 regarding this matter. Thank you.

Respectfully submitted,


TARA B. BARFIELD
5088 Mariana Court
Tega Cay, SC 29708
(704) 293-0132

10/12, 2015

Sent via First Class Certified Mail receipt number 7015 0640 0001 1997 3298

Exhibit 1

THE POSTAL ROUTE
2764 Pleasant Road
Fort Mill, SC 29708

Phone: 803-396-2014
Fax: 803-548-2084
E-mail: Ship@ThePostalRoute.com

USPS First Class Mail 6.74
Track #: 70150640000119973298
Ret Rcpt: 9590952106150153661545

SUBTOTAL 6.74
TAX 0.00
TOTAL 6.74
TEND Cash 7.00
CHANGE 0.26

SAMUEL BARFIELD
David
#801059

10/12/2015
02:32 PM

Please Note:

The Post Office DOES NOT GUARANTEE
DELIVERY TIME FOR ANY SERVICE
except Express Mail. Express
Mail Must Be received by 4:30PM
to be considered mailed that day.

Thank you for the opportunity
to serve you today.

Visit Us on the Web
www.ThePostalRoute.com

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bayview Loan Servicing LLC
4425 Ponce de Leon Blvd.
5th Floor
CORAL GABLES, FL 33146



(Transfer from service label)

PS Form 3811, July 2013

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

Certified Mail Fee

6.74

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy)
- ☐ Return Receipt (electronic)
- ☐ Certified Mail Restricted Delivery
- ☐ Adult Signature Required
- ☐ Adult Signature Restricted Delivery

Postage

Total Postage and Fees

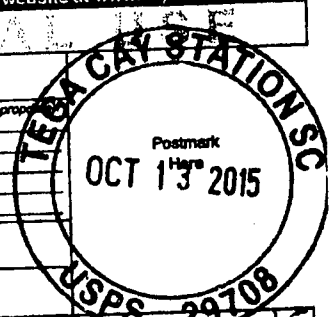
Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4[®]

PS Form 3800, April 2015 PSN 7520-02-000-9017

See Reverse for Instructions



COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Certified Mail[®] ☐ Priority Mail Express[™]
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee)

☐ Yes

7015 0640 0001 1997 3298

Domestic Return Receipt

Exhibit 2

112

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Countrywide Home Loans, Inc.
Attention: Ben Del Real
400 Countrywide Way
Mail Stop SV-63
Simi Valley, CA 93065

Loan No. 45846893

ASSIGNMENT OF MORTGAGE

For value received, the undersigned hereby grants, assigns and transfers to THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT 2004-02 AND/OR MERS AS APPROPRIATE all beneficial interest under that certain Mortgage, dated December 08, 2003 executed by Tara B Barfield to Countrywide Home Loans, Inc., as Lender, and recorded on January 22, 2004, as Instrument No. 000169576, BOOK 06004 PAGE 00032 of Official Records in the County Recorder of York County, South Carolina.

Together with the note or notes therein described and secured thereby, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust including the right to have reconveyed, in whole or in part the real property described therein.

Dated May 19, 2009

Countrywide Home Loans, Inc.

By: [Signature]

Title: Assistant Vice President

State of CALIFORNIA)

County of VENTURA)

On May 19, 2009, before me, Claudia N. Celis, Notary Public, personally appeared Dennis Zubia, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same and his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature] (Seal)

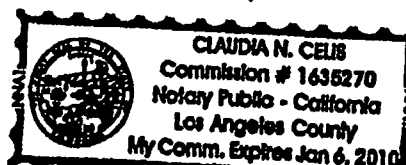


Exhibit 3

113

Opinion of the Court

NOTICE: This opinion is subject to formal revision before publication in the preliminary print of the United States Reports. Readers are requested to notify the Reporter of Decisions, Supreme Court of the United States, Washington, D. C. 20543, of any typographical or other formal errors, in order that corrections may be made before the preliminary print goes to press.

SUPREME COURT OF THE UNITED STATES

No. 13-684

**LARRY D. JESINOSKI, ET UX., PETITIONERS, v.
COUNTRYWIDE HOME LOANS, INC., ET AL.**

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF
APPEALS FOR THE EIGHTH CIRCUIT

[January 13, 2015]

JUSTICE SCALIA delivered the opinion of the Court.

The Truth in Lending Act gives borrowers the right to rescind certain loans for up to three years after the transaction is consummated. The question presented is whether a borrower exercises this right by providing written notice to his lender, or whether he must also file a lawsuit before the 3-year period elapses.

On February 23, 2007, petitioners Larry and Cheryle Jesinoski refinanced the mortgage on their home by borrowing \$611,000 from respondent Countrywide Home Loans, Inc. Exactly three years later, on February 23, 2010, the Jesinoskis mailed respondents a letter purporting to rescind the loan. Respondent Bank of America Home Loans replied on March 12, 2010, refusing to acknowledge the validity of the rescission. On February 24, 2011, the Jesinoskis filed suit in Federal District Court seeking a declaration of rescission and damages.

Respondents moved for judgment on the pleadings, which the District Court granted. The court concluded that the Act requires a borrower seeking rescission to file a lawsuit within three years of the transaction's consum-

Opinion of the Court

mation. Although the Jesinoskis notified respondents of their intention to rescind within that time, they did not file their first complaint until four years and one day after the loan's consummation. 2012 WL 1365751, *3 (D Minn., Apr. 19, 2012). The Eighth Circuit affirmed. 729 F. 3d 1092, 1093 (2013) (*per curiam*).

Congress passed the Truth in Lending Act, 82 Stat. 146, as amended, to help consumers "avoid the uninformed use of credit, and to protect the consumer against inaccurate and unfair credit billing." 15 U. S. C. §1601(a). To this end, the Act grants borrowers the right to rescind a loan "until midnight of the third business day following the consummation of the transaction or the delivery of the [disclosures required by the Act], whichever is later, by notifying the creditor, in accordance with regulations of the [Federal Reserve] Board, of his intention to do so." §1635(a) (2006 ed.).* This regime grants borrowers an unconditional right to rescind for three days, after which they may rescind only if the lender failed to satisfy the Act's disclosure requirements. But this conditional right to rescind does not last forever. Even if a lender *never* makes the required disclosures, the "right of rescission shall expire three years after the date of consummation of the transaction or upon the sale of the property, whichever comes first." §1635(f). The Eighth Circuit's affirmance in the present case rested upon its holding in *Keiran v. Home Capital, Inc.*, 720 F. 3d 721, 727–728 (2013) that, unless a borrower has filed a suit for rescission within three years of the transaction's consummation, §1635(f) extinguishes the right to rescind and bars relief.

That was error. Section 1635(a) explains in unequivocal

* Following the events in this case, Congress transferred the authority to promulgate rules implementing the Act to the Consumer Finance Protection Bureau. See Dodd-Frank Wall Street Reform and Consumer Protection Act, §§1061(b)(1), 1100A(2), 1100H, 124 Stat. 2036, 2107, 2113.

Opinion of the Court

terms how the right to rescind is to be exercised: It provides that a borrower “shall have the right to rescind . . . by notifying the creditor, in accordance with regulations of the Board, of his intention to do so” (emphasis added). The language leaves no doubt that rescission is effected when the borrower notifies the creditor of his intention to rescind. It follows that, so long as the borrower notifies within three years after the transaction is consummated, his rescission is timely. The statute does not also require him to sue within three years.

Nothing in §1635(f) changes this conclusion. Although §1635(f) tells us *when* the right to rescind must be exercised, it says nothing about *how* that right is exercised. Our observation in *Beach v. Ocwen Fed. Bank*, 523 U. S. 410, 417 (1998), that §1635(f) “govern[s] the life of the underlying right” is beside the point. That case concerned a borrower’s attempt to rescind in the course of a foreclosure proceeding initiated six years after the loan’s consummation. We concluded only that there was “no federal right to rescind, defensively or otherwise, after the 3-year period of §1635(f) has run,” *id.*, at 419, not that there was no rescission until a suit is filed.

Respondents do not dispute that §1635(a) requires only written notice of rescission. Indeed, they concede that written notice suffices to rescind a loan within the first three days after the transaction is consummated. They further concede that written notice suffices after that period if the parties agree that the lender failed to make the required disclosures. Respondents argue, however, that if the parties dispute the adequacy of the disclosures—and thus the continued availability of the right to rescind—then written notice *does not* suffice.

Section 1635(a) nowhere suggests a distinction between disputed and undisputed rescissions, much less that a lawsuit would be required for the latter. In an effort to sidestep this problem, respondents point to a neighboring

Opinion of the Court

provision, §1635(g), which they believe provides support for their interpretation of the Act. Section 1635(g) states merely that, "[i]n any action in which it is determined that a creditor has violated this section, in addition to rescission the court may award relief under section 1640 of this title for violations of this subchapter not relating to the right to rescind." Respondents argue that the phrase "award relief" "in addition to rescission" confirms that rescission is a consequence of judicial action. But the fact that it can be a consequence of judicial action when §1635(g) is triggered in no way suggests that it can *only* follow from such action. The Act contemplates various situations in which the question of a lender's compliance with the Act's disclosure requirements may arise in a lawsuit—for example, a lender's foreclosure action in which the borrower raises inadequate disclosure as an affirmative defense. Section 1635(g) makes clear that a court may not only award rescission and thereby relieve the borrower of his financial obligation to the lender, but may also grant any of the remedies available under §1640 (including statutory damages). It has no bearing upon whether and how borrower-rescission under §1635(a) may occur.

Finally, respondents invoke the common law. It is true that rescission traditionally required either that the rescinding party return what he received before a rescission could be effected (rescission at law), or else that a court affirmatively decree rescission (rescission in equity). 2 D. Dobbs, *Law of Remedies* §9.3(3), pp. 585–586 (2d ed. 1993). It is also true that the Act disclaims the common-law condition precedent to rescission at law that the borrower tender the proceeds received under the transaction. 15 U. S. C. §1635(b). But the negation of rescission-at-law's tender requirement hardly implies that the Act codifies rescission in equity. Nothing in our jurisprudence, and no tool of statutory interpretation, requires that a

Opinion of the Court

congressional Act must be construed as implementing its closest common-law analogue. Cf. *Astoria Fed. Sav. & Loan Assn. v. Solimino*, 501 U. S. 104, 108–109 (1991). The clear import of §1635(a) is that a borrower need only provide written notice to a lender in order to exercise his right to rescind. To the extent §1635(b) alters the traditional process for unwinding such a unilaterally rescinded transaction, this is simply a case in which statutory law modifies common-law practice.

* * *

The Jesinoskis mailed respondents written notice of their intention to rescind within three years of their loan's consummation. Because this is all that a borrower must do in order to exercise his right to rescind under the Act, the court below erred in dismissing the complaint. Accordingly, we reverse the judgment of the Eighth Circuit and remand the case for further proceedings consistent with this opinion.

It is so ordered.

2 JESINOSKI v. COUNTRYWIDE HOME LOANS, INC.

Syllabus

law, see §1635(b), hardly implies that the Act thereby codified rescission in equity. Pp. 2-5.

729 F. 3d 1092, reversed and remanded.

SCALIA, J., delivered the opinion for a unanimous Court.

STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS

CASE NO
2015-CP-46-3068

The Bank of New York Mellon fka The Bank of
New York, as Trustee (CWALT 2004-2CB)

Plaintiff,

RESPA QWR

Vs.

Tara B. Barfield a/k/a Tara Burdiss Barfield,
Samuel C. Barfield, SouthTrust Bank, N.A.,
Beneficial Financial I Inc., CACH, LLC, and
The South Carolina Department of Revenue,

Defendant(s).

TARA B. BARFIELD
5088 Mariana Court
Tega Cay, SC 29708

March 9, 2016

FILED-RECEIVED
2016 MAR -9 PM 4:13
DAVID HAMILTON
CLERK OF COURT
YORK COUNTY, SC

**RESPA QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT
AND TILA REQUEST**

This letter is a "qualified written request" in compliance with and under the Real Estate Settlement Procedures Act, 12 U.S.C. Section 2605(e).

Reference: Account # 610887 (Bayview Loan Servicing) also known as Account Number 45846893 with both Bank of America Home Loans and Countrywide Home Loans (hereinafter the subject loan and is the reference for all questions and requests described below).

Dear Sir or Madam:

I am writing to you to complain about the accounting and servicing of this mortgage and my need for understanding and clarification of various sale, transfer, funding source, legal and beneficial ownership, charges, credits, debits, transactions, reversals, actions, payments, analyses and records related to the servicing of this account from its origination to the present date.

To date, the documents and information I have, that you have sent me, and the conversations with your service representatives have been unproductive and have not answered my questions.

Needless to say, I am very concerned. With all the news lately regarding the stories of predatory lending, you have left me feeling that there is something you are trying to hide. I worry that potential fraudulent and deceptive practices by unscrupulous mortgage brokers; sales and transfers of mortgage servicing rights; deceptive and fraudulent servicing practices to enhance balance sheets; deceptive, abusive and fraudulent accounting tricks and practices may have also negatively affected any credit rating, mortgage account and/or the debt or payments that I am currently, or may be legally obligated to.

Specifically, we are disputing a) the identity of a true secured lender/creditor, and b) the existence of debt, and c) your authority and capacity to collect on behalf of the alleged lender/creditor, and d) the amount of the alleged debt you say I owe. By debt I am referring to the principal balance you claim I owe; the calculated monthly payment, calculated escrow payment and any fees claimed to be owed by you or any trust or entity you may service or sub-service for.

Because of extensive criminal activity and fraud in this arena, we require proof of the chain of secured ownership from the original alleged lender/creditor to the alleged current lender/creditor. Further, we require proof that you are the entity that has been contracted to work on behalf of the alleged lender/creditor.

Specifically, please provide proof of the complete chain of secured ownership from the original alleged lender/creditor to the current alleged current lender/creditor. And:

Specifically, please provide the document that describes the loan servicer's responsibilities in working on behalf of the alleged lender/creditor pertaining to collecting payments, handling loss mitigation (including the authority to modify loans), and foreclosure. Please note that I am not looking for a "Notice of change of servicer" – which has already been provided – I am requesting the actual agreement between the owner of the alleged note and mortgage and the servicer(s).

To independently validate this debt, I need to conduct a complete exam, audit, review and accounting of this mortgage account from its inception through the present date. Upon receipt of this letter, please refrain from reporting any negative credit information (if any) to any credit-reporting agency until you respond to each of the requests.

I understand that potential abuses by you or previous servicing companies could have deceptively, wrongfully, unlawfully, and/or illegally:

Increased the amounts of monthly payments;

Increased the principal balance I owe;

Increased the escrow payments;

Increased the amounts applied and attributed toward interest on this account;

Decreased the proper amounts applied and attributed toward the principal on this account;

and/or

Assessed, charged and/or collected fees, expenses and miscellaneous charges I am not legally obligated to pay under this alleged note and mortgage.

I request you insure that I have not been the victim of such predatory servicing and lending practices.

To insure this, I have authorized a thorough review, examination, accounting and audit of this alleged mortgage account by mortgage auditing and predatory servicing or lending experts. This exam and audit will review this mortgage account file from the date of initial contact, application and the origination of this account to the present date written above.

Again, this is a Qualified Written Request under the Real Estate Settlement Procedures Act, codified as Title 12 section 2605(e) of the United States Code as well as a request under the Truth In Lending Act 15 U.S.C. section 1601. RESPA provides substantial penalties and fines for non-compliance or failure to answer my questions provided in this letter within thirty (30) days of its receipt.

In order to conduct the examination and audit of this loan, I need to have full and immediate disclosure including copies of all pertinent information regarding this loan. The documents requested and answers to my questions are needed by myself and others to ensure that this loan:

- 1-Was originated in lawful compliance with all federal and state laws, regulations including, but not limited to Title 62 of the Revised Statutes, RESPA, TILA, Fair Debt Collection Practices Act, HOEPA and other laws;
- 2-That the origination and/or any sale or transfer of this account or monetary instrument, was conducted in accordance with proper laws and was a lawful sale with complete disclosure to all parties with an interest;
- 3-That you disclose that the claimed holder of the note is holding such note in compliance with statutes, State and Federal laws and is entitled to the benefits of payments.
- 4-That all good faith and reasonable disclosures of transfers, sales, Power of Attorney, monetary instrument ownership, entitlements, full disclosure of actual funding source, terms, costs, commissions, rebates, kickbacks, fees etc. were and still are properly disclosed to me, including but not limited to the period commencing with the original loan solicitation through and including any parties, instruments, assignments, letters of transmittal, certificates of asset backed securities and any subsequent transfer thereof;
- 5-That each servicer and/or sub-servicer of this mortgage has serviced this mortgage in accordance with statute, laws and the terms of mortgage, monetary instrument/deed of trust, including but not limited to all accounting or bookkeeping entries commencing with the original loan solicitation through and including any parties, instruments, assignments, letters of transmittal, certificates of asset backed securities and any subsequent transfer thereof;

6-That this mortgage account has been credited, debited, adjusted, amortized and charged correctly and disclosed fully commencing with the original loan solicitation through and including any parties, instruments, assignments, letters of transmittal, certificates of asset backed securities and any subsequent transfer thereof ;

7-That interest and principal have been properly calculated and applied to this loan;

8-That any principal balance has been properly calculated, amortized and accounted for;

9-That no charges, fees or expenses, not obligated by me in any agreement, have been charged, assessed or collected from this account or any other related account arising out of the subject loan transaction.

In order to validate this debt and audit this account, I need copies of pertinent documents to be provided to me. I also need answers, certified, in writing, to various servicing questions. For each record kept on computer or in any other electronic file or format, please provide a paper copy of all information in each field or record in each computer system, program or database used by you that contains any information on this account or my name.

As such, please send to me, at the address above, copies of the documents requested below as soon as possible. Please also provide copies, front and back, of the following documents regarding this account.

1-Any certificated or uncertificated security used for the funding of this account;

2-Any and all "Pooling Agreement(s)" or "servicing agreement(s)" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any government sponsored entity, hereinafter GSE or other party;

3-Any and all "Deposit Agreement(s)" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

4-Any and all "Servicing Agreement(s)" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

5-Any and all "Custodial Agreement(s)" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

6-Any and all "Master Purchasing Agreement(s)" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

- 7-Any and all "Issuer Agreement(s)" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;
- 8-Any and all "Commitment to Guarantee" agreement(s) between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;
- 9-Any and all "Release of Document" agreement(s) between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;
- 10-Any and all "Master Agreement for Servicer's Principal and Interest Custodial Account" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;
- 11-Any and all "Servicer's Escrow Custodial Account" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;
- 12-Any and all "Release of Interest" agreement(s) between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;
- 13-Any Trustee agreement(s) between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and trustee(s) regarding this account or pool accounts with any GSE or other party;
- 14-The front and back of each and every canceled check, money order, draft, debit or credit notice issued to any servicers of this account for payment of any monthly payment, other payment, escrow charge, fee or expense on this account.
- 15-All escrow analyses conducted on this account from the inception of this account until the date of this letter.
- 16-All agreements, contracts and understandings with vendors that have been paid for any charge on this account from the inception of this account to the present date.
- 17-All account servicing records, payment payoffs, payoff calculations, interest rate adjustments, payment records, transaction histories, account histories, accounting records, ledgers, and documents that relate to the accounting of this account from the inception of this account to the present date.

18-All account servicing transaction records, ledgers, registers and similar items detailing how this account has been serviced from the inception of this account to the present date.

Further, in order to conduct the audit and review of this account, and to determine all proper amounts due, I need the following answers to questions concerning the servicing and accounting of this mortgage account from its inception to the present date. Accordingly, please provide me, in writing, the answers to the following questions:

In regards to Servicing:

For each of the following questions listed below, please provide me with a detailed explanation in writing that answers each question. In addition, I need the following answers to questions concerning the servicing of this account from its inception to the present date:

1-Did the originator or previous servicers of this account have any financing agreements or contracts with your company or an affiliate of your company?

2-Did the originator or previous servicers of this account receive any compensation, fee, commission, payment, rebate or other financial consideration from your company or affiliate of your company for handling, processing, originating or administering this loan? If yes, please describe and itemize each and every form of compensation, fee, commission, payment, rebate or other financial consideration paid to the originator of this account by your company or any affiliate.

3-Please identify for me where the originals of this entire account file are currently located and how they are being stored, kept and protected. Specifically:

■ Where is the original Note that I allegedly signed located? Please provide the **physical location (address) of the original promissory note** that I allegedly signed, **and a contact name and phone number of someone who can arrange for inspection** of said document, including the name, address and telephone number of any trustee or other fiduciary.

■ Where is the original mortgage that I allegedly signed located? Please provide the **physical location (address) of the Mortgage** that I allegedly signed **and a contact name and phone number of someone who can arrange for inspection** of said document, including the name, address and telephone number of any trustee or other fiduciary.

4-Since the inception of this account, has there been any assignment of the Note that I allegedly signed to any other party? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignments. Please provide copies of all of these assignments.

- 5-Since the inception of this account, has there been any assignment of the Mortgage that I allegedly signed to any other party? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignments. Please provide copies of all of these assignments.
- 6- Since the inception of this account, has there been any sale or assignment of the servicing rights to this alleged mortgage account to any other party? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignments or sale.
- 7-Since the inception of this account, have any sub-servicers serviced any portion of this alleged mortgage account? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that has sub-serviced this mortgage account.
- 8-Has this alleged mortgage account been made a part of any mortgage pool since the inception of this loan? If yes, please identify for me each and every account mortgage pool that this mortgage has been a part of from the inception of this account to the present date.
- 9-Has each and every assignment of the Mortgage that I allegedly signed been recorded in the county land records where the property associated with this mortgage account is located? If the answer is "no", then why not? And please provide copies of any assignments that have not been recorded in the aforementioned land records.
- 10-Has there been any electronic assignment of this mortgage with MERS (Mortgage Electronic Registration System) or any other computer mortgage registry service or computer program? If yes, identify the name and address of each and every individual, entity, party, bank, trust or organization or servicers that have been assigned to mortgage servicing rights to this account as well as the beneficial interest to the payments of principal and interest on this loan.
- 11-Have there been any investors (as defined by your industry) who have participated in any mortgage-backed security, collateral mortgage obligation or other mortgage security instrument that this mortgage account has ever been a part of from the inception of this account to the present date? If yes, identify the name and address of each and every individual, entity, organization and/or trust.
- 12-Please identify for me the parties and their addresses to all sales contracts, servicing agreements, assignments, allonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from the inception of this account to the present date.
- 13-Please provide me with copies of all sales contracts, servicing agreements, assignments, allonges, transfers, indemnification agreements, recourse agreements and

any agreement related to this account from the inception of this account to the present date.

14-How much was paid for this individual mortgage account by you?

15-If part of a mortgage pool, what was the principal balance used by you to determine payment for this individual mortgage loan?

16-If part of a mortgage pool, what was the percentage paid by you of the principal balance above used to determine purchase of this individual mortgage loan?

17-Who did you issue a check or payment to for this mortgage loan?

18-Please provide me with copies of the front and back of the canceled check.

19-Did any investor approve of the foreclosure of my property? Yes or No?

20- Please identify all persons who approved the foreclosure of my property and specify which entity that they represent.

21- Has HUD assigned or transferred foreclosure rights to you as required by 12 USC 3754?

22- According to my records I did not receive any Mortgage Statements between November, 2012 and May 2014. Please explain why I did not receive any these statements and please provide copies of these missing statements.

In regards to Account Accounting and Servicing Systems:

1-Please identify for me each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date so that experts can decipher the data provided.

2-For each account accounting and servicing system identified by you and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the name and address of the company that designed and sold the system.

3-For each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date, please provide all descriptions and legends of all Codes used in your mortgage servicing and accounting system so that I, and the examiners, auditors and experts retained to audit and review this mortgage account may properly conduct their work.

In regards to Debits and Credits:

1-In a spreadsheet form or in letter form in a columnar format, please detail for me each and every credit on this account from the date such credit was posted to this account as well as the date any credit was received from the inception of this account to the present date.

2- In a spreadsheet form or in letter form in a columnar format, please detail for me each and every debit on this account from the date such debit was posted to this account as well as the date any debit was received from the inception of this account to the present date.

3-For each debit and credit listed, please provide me with the definition for each corresponding transaction code you utilize.

4-For each transaction code, please provide the master transaction code list used by you or previous servicers.

In regards to Attorney Fees:

For purposes of the questions below dealing with attorney fees, please consider attorney fees and legal fees to be one in the same.

1-Have attorney fees ever been assessed to this account from the inception of this account to the present date? Yes or No?

2-If yes, please detail each separate assessment, charge and collection of attorney fees to this account from the inception of this account to the present date and the date of such assessments to this account.

3-If yes, please detail each separate charge of attorney fees to this account from the inception of this account to the present date and the date of such assessments to this account.

4-Have attorney fees ever been collected from this account from the inception of this account to the present date? Yes or No?

5-If yes, please detail each separate collection of attorney fees to this account from the inception of this account to the present date and the date of such assessments to this account.

6-Please provide me with the name and address of each attorney or law firm that has been paid any fees or expenses related to this account from the inception of this account to the present date.

7-Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I allegedly signed that authorized the assessment, charge or collection of attorney fees.

8- Please detail and list for me in writing any adjustments in attorney fees collected and on what date such adjustment was made and the reason for such adjustment.

9-Has interest been charged on any attorney fees assessed or charged to this account? Yes or No?

10-Is interest allowed to be assessed or charged on attorney fees charged or assessed to this account? Yes or No?

11-How much total in attorney fees have been assessed to this account from the inception to the present date?

12-How much total in attorney fees have been collected from this account from the inception to the present date?

13-How much total in attorney fees have been charged to this account from the inception to the present date?

14-Please send me copies of all invoices and detailed billing statements from any law firm or attorney that has billed such fees that have been assessed or collected from this account from the inception to the present date.

In regards to Suspense/Unapplied Accounts:

For purposes of this section, please treat the term suspense account and unapplied account as one in the same.

1-Has there been any suspense or unapplied account transactions on this account from the inception of this account until the present date? Yes or No?

2-If yes, please explain the reason for each and every suspense transaction that occurred on this account. If no, please skip the questions in this section dealing with suspense and unapplied accounts.

3-In a spreadsheet or in letter form in a columnar format, please detail for me each and every suspense or unapplied transaction, both debits and credits that has occurred on this account from the inception of this account to the present date.

In regards to late fees:

For purposes of my questions below dealing with late fees, please consider the terms late fees and late charges to be one in the same.

- 1-Have you reported the collection of late fees on this account as interest in any statement to me or to the IRS? Yes or No?
- 2-Has any previous servicers or sub-servicers of this mortgage reported the collection of late fees on this account as interest in any statement to me or to the IRS? Yes or No?
- 3-Do you consider the payment of late fees as liquidated damages to you for not receiving payment on time? Yes or No?
- 4-Are late fees considered interest? Yes or No?
- 5-Please detail for me in writing what expenses and damages you incurred for any payment I made that was late.
- 6-Were any of these expenses or damages charged or assessed to this account in any other way? Yes or No?
- 7-If yes, please describe what expenses or damages were charged or assessed to this account.
- 8-Please describe for me in writing what expenses you or others undertook due to any payment I made, which was late.
- 9- Please describe for me in writing what damages you or others undertook due to any payment I made, which was late.
- 10-Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment or collection of late fees.
- 11-Please detail and list for me in writing each separate late fee assessed to this account and for which corresponding payment period or month such late fee was assessed from the inception of this account to the present date.
- 12-Please detail and list for me in writing each separate late fee collected from this account and for which corresponding payment period or month such late fee was collected from the inception of this account to the present date.
- 13-Please detail and list for me in writing any adjustments in late fees assessed and on what date such adjustment was made and the reason for such adjustment.
- 14-Has interest been charged on any late fee assessed or charged to this account? Yes or No?

15-Is interest allowed to be assessed or charged on late fees to this account? Yes or No?

16-Have any late charges been assessed to this account? Yes or No?

17-If yes, how much in total late charges have been assessed to this account from the inception of this account to the present date?

18-Please provide me with the exact months or payment dates you or other previous servicers or sub-servicers of this account claim I have been late with a payment from the inception of this account to the present date.

19-Have late charges been collected on this account from the inception of this account to the present date? Yes or No?

20-If yes, how much in total late charges have been collected on this account from the inception of this account to the present date?

In regards to Property Inspections:

For the purpose of this section property inspection and inspection fee refer to any inspection of property by any source and any related fee or expense charged, assessed or collected for such inspection.

1-Have any property inspections been conducted on my property from the inception of this account to the present date? Yes or No?

2-If your answer is no, you can skip the rest of the questions in this section concerning property inspections.

3-If yes, please tell me the date of each property inspection conducted on my property that is the secured interest for this mortgage, deed of trust or note.

4-Please tell me the price charged for each property inspection.

5-Please tell me the date of each property inspection.

6-Please tell me the name and address of each company and person who conducted each property inspection on my property.

7-Please tell me why property inspections were conducted on my property.

8-Please tell me how property inspections are beneficial to me.

9-Please tell me how property inspections are protective of my property.

- 10-Please explain to me your policy on property inspections.
- 11-Do you consider the payment of inspection fees as a cost of collection? Yes or No?
- 12-If yes, why?
- 13-Do you use property inspections to collect debts? Yes or No?
- 14-Have you used any portion of the property inspection process on my property to collect a debt or inform me of a debt, payment or obligation I owe? Yes or No?
- 15-If yes, please answer when and why?
- 16-Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment or collection of property inspection fees.
- 17-Have you labeled in any record or document sent to me a property inspection as a miscellaneous advance? Yes or No?
- 18-If yes, why?
- 19-Have you labeled in any record or document sent to me a property inspection as a legal fee or attorney fee? Yes or No?
- 20-If yes, why?
- 21-Please detail and list for me in writing each separate inspection fee assessed to this account and for which corresponding payment period or month such fee was assessed from the inception of this account to the present date.
- 22- Please detail and list for me in writing each separate inspection fee collected from this account and for which corresponding payment period or month such fee was collected from the inception of this account to the present date.
- 23-Please detail and list for me in writing any adjustments in inspection fees assessed and on what date such adjustment was made and the reasons for such adjustment?
- 24- Please detail and list for me in writing any adjustments in inspection fees collected and on what date such adjustment was made and the reasons for such adjustment?
- 25-Has interest been charged on any inspection fees assessed or charged to this account? Yes or No?
- 26-If yes, when and how much was charged?

27-Is interest allowed to be charged on inspection fees charged or assessed to this account? Yes or No?

28-How much total in inspection fees has been assessed to this account from the inception of this account to the present date?

29-How much total in inspection fees has been collected on this account from the inception of this account to the present date?

30-Please forward to me copies of all property inspections made on my property in this mortgage account file.

31-Has any fee charged or assessed for property inspections been placed into an escrow account? Yes or No?

In regards to BPO Fees:

1-Have any BPOs (Broker Price Opinions) been conducted on my property? Yes or No?

2- If your answer is no, you can skip the rest of the questions in this section concerning BPOs.

3-If yes, please tell me the date of each BPO conducted on my property that is the secured interest for this mortgage, deed of trust or note.

4-Please tell me the price of each BPO.

5-Please tell me who conducted the BPO.

6-Please tell me why BPOs were conducted on my property.

7-Please tell me how BPOs are beneficial to me.

8-Please tell me how BPOs are protective of my property.

9-Please explain your policy on BPOs.

10-Have any BPO fees been assessed to this account? Yes or No?

11-If yes, how much in total BPO fees have been charged to this account?

12-Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment, charge or collection of a BPO fee from me.

13-Please send to me copies of all BPO reports that have been done on my property.

14-Has any fee charged or assessed for a BPO been placed into an escrow account? Yes or No?

In regards to Force-Placed Insurance:

1-Have you placed or ordered any force-placed insurance policies on my property?

2-If yes, please tell me the date of each policy ordered or placed on my property that is the secured interest for this mortgage, deed of trust or note.

3-Please tell me the price of each policy.

4-Please tell me the agent for each policy.

5-Please tell me why each policy was placed on my property.

6-Please tell me how the policies are beneficial to me.

7-Please tell me how the policies are protective of my property.

8-Please explain to me your policy on force-placed insurance.

9-Have any force-placed insurance fees been assessed to this account? Yes or No?

10-If yes, how much in total force-placed insurance fees have been assessed to this account?

11-Have any force-placed insurance fees been charged to this account? Yes or No?

12-If yes, how much in total force-placed insurance fees have been charged to this account?

13-Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment, charge or collection of force-placed insurance fees from me.

14-Do you have any relationship with the agent or agency that placed any policies on my property? If yes, please describe.

15-Do you have any relationship with the carrier that issued any policies on my property? If yes, please describe.

16-Has the agency or carrier you used to place a forced-placed insurance on my property provided you any service, computer system, discount on policies, commissions, rebates or any form of consideration? If yes, please describe.

17-Do you maintain a blanket insurance policy to protect your properties when customer policies have expired? Yes or No?

18-Please send to me copies of all forced-placed insurance policies that have been ordered on my property from the inception of this account to the present date.

Please provide me with the documents I have requested and a detailed answer to each of my questions within the lawful time frame. Upon receipt of the documents and answers, an exam and audit will be conducted that may lead to a further document request and answers to questions under an additional RESPA Qualified Written Request letter.

It is my hope that you answer this RESPA request in accordance with law and the questions, documents and validation of debt to the penny and correct abuses or schemes uncovered and documented.

You should be advised that within FIVE (5) DAYS you must send me a letter stating that you received this letter. After that time you have THIRTY (30) DAYS to fully respond as per the time frame mandated by Congress, in "Subtitle 'E' Mortgage Servicing" of the "Dodd-Frank Wall Street Reform and Consumer Protection Act and pursuant to 12 U.S.C. Section 2605(e)(1)(A) and Reg. X Section 3500.21(e)(1).

TRUTH – IN-LENDING ACT § 131(f)(2)

Pursuant to 15 U.S.C. § 1641 (f):

Please provide the name, address and telephone number of the current owner(s) of the mortgage and the master servicer of the mortgage.

In addition, Section 131(g) of TILA and Section 226.39 of Regulation Z requires the new owner of a residential mortgage loan (purchaser, transferee, or assignee of a loan, not the transferring party) to provide a written disclosure to the borrower no later than 30 days after the date on which the loan is sold or otherwise transferred or assigned. There are two violations of this rule as there was no written notice sent to me as required after the assignment of the alleged mortgage dated May 29, 2012 (recorded June 5, 2012) or the assignment of the alleged mortgage dated April 16, 2015 (recorded April 22, 2015). Please explain why these required notices were not sent and please provide the name, address and telephone number of each of these new owners of the alleged mortgage as evidenced by these assignments.

RESPECTFULLY SUBMITTED,

Tara B. Barfield

TARA B. BARFIELD
5088 Mariana Court
Tega Cay, SC 29708
(704) 293-0132
Defendant, Pro Se

3/9, 2016



BAYVIEW
LOAN SERVICING

Bayview Loan Servicing, LLC
4425 Ponce de Leon Blvd., 5th Floor
Coral Gables, FL 33146

March 22, 2016

Tara B Barfield
5088 Mariana Ct
Tega Cay, SC 29708

**RE: Information Request
Account Number (610887)**

Dear Ms. Barfield:

This letter responds to your letter to Bayview Loan Servicing LP ("Bayview") regarding Customers residential mortgage loan, account number (610887). In response to your inquiries, we have provided the information and documentation described below.

Overbroad or Unduly Burdensome Request

We are not required to respond to an information request if: (1) the borrower requests that the servicer provide an unreasonable volume of documents or information to the borrower; or (2) the servicer, acting diligently, cannot respond without exceeding the maximum allowable time limit or without incurring costs or dedicating resources that would be unreasonable in light of the circumstances.

RESPA ERROR RESOLUTION

Overbroad Notice of Error (i.e. No Specific Error)

Under the Real Estate Settlement Procedures Act ("RESPA"), a servicer is not required to respond to a notice of error that is "overbroad," because the servicer cannot reasonably determine from the notice of error the specific error that the borrower asserts has occurred on the borrower's account.¹ Your letter does not appear to identify any specific error. If you have any particular questions or concerns after reviewing the information we provide with this letter, we will be pleased to discuss them with you.

¹ See 12 C.F.R. § 1024.35(f)(2)(ii).

The Following mailing address must be used for all Error Notices & Information Requests:
Bayview Loan Servicing, LLC, Customer Support, 4425 Ponce de Leon Boulevard, 5th Floor,
Coral Gables, FL 33146

137



BAYVIEW
LOAN SERVICING

Bayview Loan Servicing, LLC
4425 Ponce de Leon Blvd., 5th Floor
Coral Gables, FL 33146

Confidential, Proprietary, or Privileged Information

We are not required to respond to an information request if the information requested is confidential, proprietary, or privileged.

Payoff Statement Request

You requested the current amount necessary to pay off your loan in full. We will provide you with a payoff statement under separate cover.

Request for Current Owner/Trustee of Your Loan:

Please be advised Bayview Loan Servicing is the sub-servicer of your loan on behalf of the master servicer Bank of America.

You requested information about the current owner of your loan. The current owner of your loan is:

CWALT Inc. Alternative Loan Trust 2004-2CB
The Bank of New York Mellon/Trustee
101 Barclay Street
8W
New York, NY 10286

Responses to Remaining Information Requests

Enclosed please find the following in response to your requests:

- Account Activity Statement (Bayview and Prior Servicer's): It provides a detailed accounting of all transactions and their effective due dates for your review.
- Note
- Mortgage
- HUD1
- Escrow Analysis
- Property Inspection
- BPO
- Good Faith Estimate
- Truth In Lending
- Assignment of Mortgage

The Following mailing address must be used for all Error Notices & Information Requests:
Bayview Loan Servicing, LLC, Customer Support, 4425 Ponce de Leon Boulevard, 5th Floor,
Coral Gables, FL 33146

138

NOTE

DECEMBER 08, 2003
[Date]ROCK HILL
[City]SOUTH CAROLINA
[State]5088 MARIANA COURT, TEGA CAY, SC 29708
[Property Address]**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 159,180.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is COUNTRYWIDE HOME LOANS, 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 6.250 %.

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

3. PAYMENTS**(A) Time and Place of Payments**

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

I will make my monthly payment on the FIRST day of each month beginning on

JANUARY 01, 2004. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on DECEMBER 01, 2033, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

P.O. Box 660694, Dallas, TX 75266-0694
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. \$ 980.10

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

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

(B) Default

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

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

VMP MORTGAGE FORMS - (800)521-7291

Initials: *TRB*

-5N (0207).01

CHL (03/03)(d)

Page 1 of 2

Form 3200 1/01



23991



610 045846893 N 001 001

139

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

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

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

PAY TO THE ORDER OF

 WITHOUT RECOURSE
 COUNTRYWIDE HOME LOANS, INC.

BY

 David A. Spatter
 Managing Director

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

TARA B. BARFIELD

(Seal)

TARA B. BARFIELD

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

[Sign Original Only]

140



BAYVIEW
LOAN SERVICING

Bayview Loan Servicing, LLC
4425 Ponce de Leon Blvd., 5th Floor
Coral Gables, FL 33146

We believe that the information and documentation discussed above respond to your requests. As previously stated, we have been unable to identify any specific concern that you may have regarding our servicing of your loan. If you have any particular questions or concerns after reviewing this letter and the enclosed documents, we will be pleased to discuss them with you in greater detail.

We have enclosed all supporting documentation used to complete the review on your account. You are entitled to request additional documentation regarding your inquiry. If you wish to do so, please submit your request to our Customer Support Department via fax at 305-631-5660. Alternatively, you may submit your request via email to customerservice@bayviewloanservicing.com or via regular mail to the mailing address referenced below.

If you have any further questions, please contact (Carmen Cedillo) in our Asset Management Department at our toll free at 877-872-3174, ext. 3805, Monday-Friday, 8:00 am to 9:00 pm ET.

Thank you.

Sincerely,

Leslie Diyoka
Customer Support Department
Bayview Loan Servicing, LLC

Enclosure

The Following mailing address must be used for all Error Notices & Information Requests:
Bayview Loan Servicing, LLC, Customer Support, 4425 Ponce de Leon Boulevard, 5th Floor,
Coral Gables, FL 33146

141

Exhibit 2



BAYVIEW

Bayview Loan Servicing, LLC
4425 Ponce de Leon Blvd., 5th Floor
Coral Gables, FL 33146

May 10, 2016

Tara B Barfield
5088 Mariana Ct
Tega Cay, SC 29708

**RE: RESPA Notice of Error/Information Request
Account Number (610887)**

Dear Ms. Barfield:

This letter responds to your letter to Bayview Loan Servicing LP ("Bayview") regarding Customers residential mortgage loan, account number (610887). In response to your inquiries, we have provided the information and documentation described below.

RESPA ERROR RESOLUTION

Origination / Underwriting Error

Under the Real Estate Settlement Procedures Act ("RESPA"), a servicer is required to respond to a notice of error that relates to the servicing of a borrower's mortgage loan. You identify an error relating to the origination/underwriting of your mortgage loan. Bayview is not legally obligated to correct or investigate errors unrelated to the servicing of a mortgage loan.

You stated there was no notice sent to you regarding the Assignment of Mortgage dated May 29, 2012, and the Assignment of Mortgage of April 16, 2015.

Please note Bayview is not legally obligated to correct or investigate any servicing issue prior to the loan being acquired by Bayview Loan Servicing. In regard to the Assignment of Mortgage dated April 16, 2015, enclosed is the Notice of Transfer from Bayview Loan Servicing for your review.

RESPA INFORMATION REQUEST

Confidential, Proprietary, or Privileged Information

We are not required to respond to an information request if the information requested is confidential, proprietary, or privileged.

The following mailing address must be used for all Error Notices & Information Requests:
Bayview Loan Servicing, LLC, Customer Support, 4425 Ponce de Leon Boulevard, 5th Floor,
Coral Gables, FL 33146

142



BAYVIEW
LOAN SERVICING

Bayview Loan Servicing, LLC
4425 Ponce de Leon Blvd., 5th Floor
Coral Gables, FL 33146

Please be advised the following requests fall under Confidential, Proprietary or Privileged Information:

- You stated did the originator or previous servicers of this account received any compensation, fee, commission, payment, rebate or other financial consideration from Bayview Loan Servicing or its affiliate for handling, processing, originating or administering this loan?
- You requested the actual agreement between the owner of the alleged note and mortgage and the servicer(S)
- You requested if this mortgage been made part of any mortgage pool since inception.
- Have there been any investor who have participated in any mortgage-backed security, collateral mortgage obligation or other mortgage security instrument.
- Please identify all persons who approved the foreclosure of your property and specify which entity that they represent.
- Has HUD assigned or transferred foreclosure rights to you as required by 12 USC3754?

Request for Current Owner

Please be advised Bayview Loan Servicing is the sub-servicer of your loan on behalf of the master servicer Bank of America.

You requested information about the current owner of your loan. The current owner of your loan is:

CWALT Inc. Alternative Loan Trust 2004-2CB
The Bank of New York Mellon/Trustee
101 Barclay Street
8W
New York, NY 10286

The Following mailing address must be used for all Error Notices & Information Requests:
Bayview Loan Servicing, LLC, Customer Support, 4425 Ponce de Leon Boulevard, 5th Floor,
Coral Gables, FL 33146

143



BAYVIEW
LOAN SERVICING

Bayview Loan Servicing, LLC
4425 Ponce de Leon Blvd., 5th Floor
Coral Gables, FL 33146

Responses to Remaining Information Requests

You stated since the inception of this account, have any sub-servicer serviced any portion of this alleged mortgage account?

Please be advised Bayview Loan Servicing did not originate the loan; therefore Bayview is not legally obligated to correct or investigate any servicing issue prior to the loan being acquired by Bayview.

You requested if any investor approve of the foreclosure of your property? Please note the investor is involved with your foreclosure status.

Enclosed please find the following in response to your requests:

- Account Activity Statement (Bayview and Prior Servicer's): It provides a detailed accounting of all transactions and their effective due dates for your review.
- Note
- Mortgage
- Assignment of Mortgage to support ownership claim of your loan.
- Notice of Transfer
- HUD1
- Good Faith Estimate
- Truth In Lending

We have enclosed all supporting documentation used to complete the review on your account. You are entitled to request additional documentation regarding your inquiry. If you wish to do so, please submit your request to our Customer Support Department via fax at 305-631-5660. Alternatively, you may submit your request via email to customerservice@bayviewloanservicing.com or via regular mail to the mailing address referenced below.

The Following mailing address must be used for all Error Notices & Information Requests:
Bayview Loan Servicing, LLC, Customer Support, 4425 Ponce de Leon Boulevard, 5th Floor,
Coral Gables, FL 33146

144



BAYVIEW
LOAN SERVICING

Bayview Loan Servicing, LLC
4425 Ponce de Leon Blvd., 5th Floor
Coral Gables, FL 33146

If you have any further questions, please contact (David White) in our Asset Management Department at our toll free at 855-848-4345, ext. 4542, Monday-Friday, 8:00 am to 9:00 pm ET.

Thank you.

Sincerely,

Leslie Diyoka
Customer Support Department
Bayview Loan Servicing, LLC

Enclosure

The Following mailing address must be used for all Error Notices & Information Requests:
Bayview Loan Servicing, LLC, Customer Support, 4425 Ponce de Leon Boulevard, 5th Floor,
Coral Gables, FL 33146

145

Prepared by: AMY MARTIN

LOAN # 45845H93

NOTE

DECEMBER 01, 2003
(Date)

ROCK HILL
(City)

SOUTH CAROLINA
(State)

5006 MARIANA COURT, TEGA CAY, SC 29708
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 159,180.00 (this amount is called "Principal"), plus interest, to the order of the Lender, The Lender is COUNTRYWIDE HOME LOANS, 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 6.250 %.

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 FIFTH day of each month beginning on

DECEMBER 01, 2003. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied as interest before Principal. If, on DECEMBER 01, 2033, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

P.O. Box 66699, Dallas, TX 75266-0699
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. \$ 980.10

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

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

(B) Default

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

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

VMP MORTGAGE FORMS • (500)621-7201

CMH-5N (0207).01

CHL (03/03)(d)

Page 1 of 2

Form 3200 1/01



2 3 9 8 1



610 045846H93 N 001 001

146

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protect 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 my interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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

PAY TO THE ORDER OF

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC.

BY David A. Spindler
Managing Director

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

TARA B. BARTFIELD (Seal) _____ (Seal)
Borrower Borrower

(Seal) Borrower (Seal) Borrower

(Sign Original Only)

147

RECEIVED
APR 25 2018
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM YORK COUNTY
Court of Common Pleas

S. Jackson Kimball, Master in Equity

Case No. 2015-CP-46-03068

Appellate Case No. 2016-002161

Bank of New York Mellon
fka
The Bank of New York as
Trustee (CWALT 2004-
2CB)

Respondent(s),

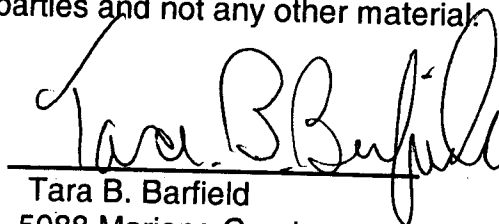
v.

Tara B. Barfield,

Appellant.

**RECORD ON APPEAL CERTIFICATE OF
APPELLANT**

I do hereby certify that the **Record on Appeal** contains all material proposed to be included by any of the parties and not any other material.



Tara B. Barfield
5088 Mariana Court
Tega Cay, South Carolina 29708
(704) 293-0132
Appellant Pro Se
April 5, 2018