

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM ORANGEBURG COUNTY

Court of Common Pleas

James B. Jackson, Jr. Master-In-Equity

Case No. 2018-001303

Wells Fargo Bank, N.A.,

Respondent,

v.

Dorothy Sistrunk,

Appellant.

RECEIVED
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SC Court of Appeals

**DOCUMENTS, EXHIBITS & AFFIDAVITS
SUPPORTING MOTION TO REMAND**

February 22, 2019

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SUPPORTING MOTION TO REMAND
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***** -COMM. JOURNAL- ***** DATE DEC-27-2007 TIME 06:44 *** P.01

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FAX MEMO

FROM:

Dorothy Siskunk
425 Bayne Street, Orangeburg, SC 29115

PHONE: 803-268-0716

FAX: 803-268-0716

DATE: 12-27-2007

TIME FAXED:

New #

TO: Wells Fargo Bank

919-474-9240

Attention: Kathryn R. Perkinson

FAX NUMBER 919-784-9453

PHONE 919-474-5347

MESSAGE Notice of My Intent to Cancel: See Attached
Fax Copies and Page 7 Estimate Note
This is Not a Formal Request To Cancel
Only a notification and the Reasons why

TOTAL NUMBER OF PAGES INCLUDING COVER 7

IF YOU DO NOT RECEIVE ALL OF THE ABOVE PAGES, OR CAN CLEARLY READ THE WRITTEN MESSAGE, PLEASE CALL THE ABOVE NUMBER FOR FOLLOW UP OR CLARIFICATION;

THANK YOU;

Loan # 017407277 - SCDCA Case # 08-0237-B2 - OCC Case #785593

Loan # 017407277

Exhibit 1

FAX MEMO

FROM:

Dorothy Sistrunk
423 Bayne Street, Orangeburg, SC 29115

PHONE: 803-268-0716

FAX: 803-268-0716

DATE: January 9, 2008 TIME FAXED: _____

TO: Player Law Firm, Thomas Jacobs, Golden State
Mortgage, Inc.

Re: Appraisal & Closing Documents

Player
FAX NUMBER 803-772-8037
Golden State 803-736-9290

PHONE 803-772-8008
803-238-3550

MESSAGE _____

I have decided not to cancel my loan with Wells Fargo.
However, I want all my signed closing documents and
a copy of my appraisal sent to me immediately. Or
do I have to sue your Law Firm; Golden State Mortgage
and Thomas Jacobs to get them?

TOTAL NUMBER OF PAGES INCLUDING COVER 1

IF YOU DO NOT RECEIVE ALL OF THE ABOVE PAGES, OR CAN CLEARLY READ
THE WRITTEN MESSAGE, PLEASE CALL THE ABOVE NUMBER FOR FOLLOW UP
OR CLARIFICATION:

THANK YOU:

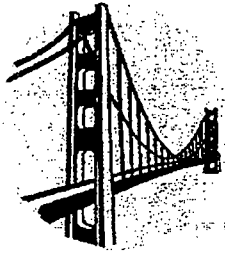
Dorothy Sistrunk

ATTEST: TRUE COPY

Winnifred Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

Loan #0174072777 - SCDCA Case # 08-0237-B2 - OCC Case #785593

Exhibit 2



Golden Gate Mortgage Inc.

May 1, 2008

RE: Complaint No. 08-00680-B
Dorothy Sistrunk
423 Bayne Street
Orangeburg, SC 29115

To Whom It May Concern:

The purpose of this letter is to respond to the complaint made by Dorothy Sistrunk:

In the Complaint, Mrs. Sistrunk indicates that I failed to represent the borrower and failed to validate an appraisal. We ordered the appraisal and then submitted it to an underwriter, who then reviewed the appraisal and made an underwriting decision on whether to accept the value. This particular house appraised for 78k and sold for 75k. The house has a square footage of 2900+ in downtown Orangeburg. The appraisal was done "as is" and was not done in a fraudulent manner. The customer later made a complaint straight to Wells Fargo (the lender we brokered the loan to) and they responded with a letter reiterating the fact they found the value acceptable for their lending purposes. I would also like to point out that the customer signed and agreed to purchase the house for 75k. It is my opinion that the customer should not have agreed to these terms if they thought the value was escalated. I also believe that the customer was under the impression that more work was going to be done by the seller; and trusted that the seller would complete this work. To my knowledge this work has not been done, but it was not required for financing.

ATTEST: TRUE COPY

Mrs. Sistrunk also indicated that I might have participated in a Predatory or Fraudulent Mortgage Scheme. I received absolutely no portion of the profit from this purchase transaction. I am in no way involved in the real estate business with Thomas Jacobs. We have done any real estate transactions as partners. I am in no way affiliated with Mr. Jacobs. Also, I waived all my origination costs. It would seem difficult to call something predatory when there were no points or origination fees charged.

Winnifred B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

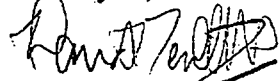
Mrs. Sistrunk also indicates there was no mortgage broker agreement. That is incorrect. We have a signed mortgage broker fee agreement in the file.

Exhibit 49

Also, Mrs. Sistrunk claims that I represented the seller in this transaction. I delivered a loan to Mrs. Sistrunk for 100% of the purchase price that she agreed on and worked in order to qualify her for financing for this property. I simply provided her the opportunity to buy this house for the lowest costs to her as possible. I have talked to Mrs. Sistrunk, and she indicated that she was never pressured into signing this loan, and I would have no reason to pressure her. I am not sure why she chose to sign the papers if she was not happy with the house. I tried to get involved to resolve this issue, however I was unable to find a resolution because the complaint is not with Golden Gate Mortgage; rather it is with the seller. I drove down to the house with an electrician to try and resolve the issue. The house did not seem to be in great condition, but the customer lived in the house for months prior to this closing. All they had to do was refuse to sign until they were satisfied with the house. And why would I have a better understanding of whether the house was ready to close than a customer that was actually living in the house? The customer expected me to personally inspect the house; and I actually understand that, it would be ideal if that were possible. But the decision to close was ultimately theirs. They were not being forced out of their house; they could've easily not signed and continued to live in the house rent-free! They have indicated that they were very happy with the rate and the payment that was obtained for them through Golden Gate Mortgage. The HUD shows that I didn't charge any points, and they were not forced or coerced to signing the loan in any way; so I am not sure why they are filing a complaint against us.

Please call me if there are any further questions, I would like to be involved and I would like to help the Sistrunks in any way possible.

Thank you,



David E Terrell II
President
Golden Gate Mortgage, Inc.

ATTEST: TRUE COPY
Winnif B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

Exhibit 49

Dorothy Sistrunk
423 Bayne Street • Orangeburg, SC 29115
Ph & Fx: 803-268-0716

Fax Letter

Wells Fargo Loan Number: 0174072777 • Phone Number: 866-234-8271 • Fax Number: 866-278-1179

Correspondence: POB 10335 • Des Moines, IA 50306

This Is A Formal Request

Dt: June 24, 2008

To: Janet Frotscher & Executive Resolution Team @ Wells Fargo
Consumer Affairs case #08-0237-B2 OCC Case #785593

Re: Letters Received 06/21-23/2008 - Dated From 06/16-19/2008 from Wells Fargo
WFHM, Wells Fargo Loss Mitigation & OCC

Cc: Jeremy Winstead @ OCC

Cc: John Smith @ South Carolina Department Of Consumer Affairs

Cc: David Terrell @ Goldengate Mortgage, Thomas Jacobs, and Jim H. Austin III

Dear Ms. Frotscher,

I received letters from Wells Fargo and OCC (see dates above). I will address them all in this letter. The letter from your Loss Mitigation Department has a phone number – 1-866-488-2028. I called the number and spoke with representatives in your Loss Mitigation Department. Before, I could explain my situation to the representative; I was thoroughly admonished and hauled onto the carpet for not reporting to Wells Fargo that I suspected I was involved in Mortgage Fraud, a Predatory Lending Scheme and potential Insurance Fraud. If I had done so in a timely manner, this information would have been in my file (according to the representative).

After she was done, I related to her that I had reported this by phone to Wells Fargo on January 14, 2008 and have been in continuous correspondence with Janet Frotscher at Wells Fargo concerning this matter since February 5, 2008. After I told her this, there was a momentary silence (she had never heard of Janet Frotscher). I also asked her, "How much paper did she have in her fax machine"...because I was quite willing to fax her office all the documents I have sent to you.

At this point in our conversation I was put on hold. The representative returned and told me I had to fax this information to Wells Fargo's Resolution Team. However, she did not know how to contact them, since all they handle in her department are homes going into foreclosure. I am sure my telephone conversation was taped so you can request a copy if you like.

A Formal Request

Ms Frotscher this is a formal request for the names, home addresses, office locations and contact information for Wells Fargo's CEO and/or President, Vice President/s, Chief Financial Officer/s, Department Heads and the Head of your Legal Department. Please forward this information to me by return mail or fax. Both my fax machines will be on 24/7 to receive this information from you. My fax numbers are 803-268-0716 or 803-534-6727. As I stated in a letter to you some time ago, you and I were not getting anywhere, now I know for sure. Why have you been hiding or sitting on this information for 6 months?

If your Loss Mitigation Department does not have any information in their files relative to the reasons why I voluntarily stopped paying my mortgage, it is quite possible, other departments within Wells Fargo have no knowledge of these reasons either. I am sure the President/CEO and Wells Fargo's investors would want to know whether or not their mortgage security instruments were legitimate or fraudulent.

Attorney Representation

As I stated to you in previous letters, I am not interested in paying an attorney. I would rather take that money and fix my house. And... as I stated to you previously, all other options involved in this case will cost Wells Fargo more money. If you are so willing to spend \$50,000 to \$100,000 in a legal suit, why not fix the house and save the money? If you are so willing to check your conscious at the door, why not cut me a check for \$48,175, I'll fix the house myself and resume mortgage payments immediately? If your sole interest in 423 Bayne Street is what money you can earn from it, why not lower my mortgage to \$26,825 or base it on verifiable information and documentation and get paid legally?

I don't need an attorney, judge or jury to tell me to do the right thing. You see, the right thing and the legal thing are horses of a different color. Legal sounds right, but history has proven for 6,000 years that legal is rarely right. Legal is a catchall phrase for whatever depravity; discrimination, injustice, immorality, lies, regulation, rules, procedures, methodology, laws and thievery society is willing to accept.

I'd rather do right and live right based on biblically proven principles and natural law than on any principle a college professor comes up with. If Thomas Jacobs and Jim H. Austin III did what was right, we would not be having this discussion. Who determines what is right? GOD does and there is only one - YHVH. The day a college professor puts a universe in place, I'll consider his/her points of view on doing what is right. Intelligent, moral and wise people do not need attorneys. The mere fact that an agreement cannot be reached between two are more human beings proves; without doubt or question, that someone in the discussion is not intelligent or wise. Just because a person is educated, articulate, capable, highly trained and/or skilled does not necessarily mean that individual has genuine intelligence and wisdom.

Finally, even though I'd rather reach an out-of-court agreement, I am not against using the systems that are in place...or live under and by the laws society has established. I am quite willing to sue Wells Fargo for \$250,000 because of gross negligence. If Wells Fargo's underwriting department had not been negligent, someone would have validated Jim H Austin III's appraisal. If Wells Fargo's Resolution Team had not been lazy and negligent, a representative would have been to 423 Bayne Street by now. If personnel and information systems within Wells Fargo had not been incompetent, your Loss Mitigation Department and/or Credit Reporting Agencies would have known by now why I voluntarily stopped paying my mortgage.

Someone At OCC Is Thoroughly Confused

Since this incident has happened to me, I have taken a crash course in the Mortgage Industry. Someone at OCC actually requested I send him/her a Home Inspector's Report. I am afraid whoever sent me that letter is thoroughly confused. Buyers or sellers in a money purchase mortgage transaction do not set loan requirements and parameters. They are set and established by lenders and implemented by their underwriters. If Wells Fargo's underwriter/s felt an inspection report was needed and/or necessary to approve my loan, he/she/they would have asked for one.

Then too, any Home Inspection Report I would have would not have any relevance in this case. Why? The value of 423 Bayne Street is based on the appraisal. A falsified appraisal is a falsified appraisal. A Home Inspection Report cannot and will not change this fact. Therefore, this document would not have any value, except something else to read. I have already given OCC, SCDCA and Wells Fargo plenty to read. In addition, it would not prove Jim H Austin III's Appraisal #7-59 is falsified. A Home Inspection Report is a time sensitive document. Whatever improvements Thomas Jacobs would have made after the inspection was initially done would render the report basically useless.

Since neither Thomas Jacobs, nor his contractors improved 423 Bayne Street, the work my husband did to repair, patch and stabilize the house would render the report useless as well, because the house would be in much better condition than the initial report would have indicated. Finally, any Home Inspection Report other than Lead-based Paint is a tool generally used by investors, not homebuyers. In my letters to SCDCA, OCC and Wells Fargo, it is emphatically clear that I am a homebuyer not a home investor.

However, this report would have some value to OCC. Whoever requested it can use the absence of it to wash his/her hands of this mess. I am well aware that Wells Fargo and OCC have a business and regulatory relationship. Making an outrageous request is a common ploy to extricate one's self from an unpleasant task. As I have stated to OCC, Wells Fargo and SCDCA over and over, the quickest and easiest way to determine whether or not Appraisal #7-59 is falsified is to come to 423 Bayne Street and bring the appraisal with you. So simple, so easy and yet so difficult for you to do. If you cannot come, send a qualified appraiser to the house and let him/her tell you.

Finally, in order for my Home Inspection Report to have any credibility in this case, Jim H. Austin III's Appraisal would have to be completed before the report was ordered. Since Appraisal #7-59 was completed before I ever met Thomas Jacobs, requesting this report is an absolute waste of time. Like SCDCA's request for the Attorney and Insurance Preference form, it seems OCC's staff has also fallen into the habit of asking for documents that are irrelevant. Statutory, circumstantial, documented and legal evidence are all good, but nothing convinces like "PHYSICAL EVIDENCE". The "PHYSICAL EVIDENCE" of a falsified appraisal is 423 Bayne Street.

Past Due

A fraudulent mortgage cannot be past due or in default. The mere fact that fraudulent means and tactics were used in the lending process voids the process and renders any mortgage security instrument invalid. The undeniable evidence, both physical and documented, will prove Appraisal #7-59 is falsified. If the appraisal is falsified, the mortgage security instrument based upon that appraisal has no legitimacy.

Why? The value of 423 Bayne Street is also based upon the appraisal. Without a legitimate document to substantiate that value, the lending process before, during and after becomes a sham. **IN OTHER WORDS, WELLS FARGO WOULD BE TRYING TO SCAM ME OUT OF \$75,000 PLUS INTEREST. CAN'T YOU SEE THIS MS FROTSCHER?**

What Looms On The Horizon

Ms Frotscher, I don't blame you for your actions. I don't know you and you really don't know me. However, I can tell from your letters that you are handcuffed by policies and procedures. And as an officer of the company, you are duty bound to uphold the guidelines, use them and follow them. Me, I am not so bound. There is nothing for me to uphold except truth, honesty and my personal integrity. Under different circumstances, we might even be good friends.

Ahead of us is a costly and time-consuming legal battle that in the final analysis solves nothing. Either I win or I lose. If I win, I'll be richer than I am now. If I lose my home because of fraud, lies, deceit and deception, it will only prove what I have suspected all along...that America's legal, financial and judicial system is far more corrupt than I could have ever imagined. As you can see, win, lose or draw makes very little difference to me. Please forward the information relative to Wells Fargo's leadership to me as soon as possible. Thank you.

Sincerely,



Dorothy Sistrunk

Encls:

Dorothy Sistrunk
423 Bayne Street • Orangeburg, SC 29115
Ph & Fx: 803-268-0716

Fax Letter

Wells Fargo Loan Number: 0174072777 • Phone Number: 866-234-8271 • Fax Number: 866-278-1179
Correspondence: POB 10335 • Des Moines, IA 50306

The Evolution Of A Problem

Dt: June 25, 2008

To: Mr. Carl S. Owens
South Carolina Department of Consumer Affairs
3600 Forest Drive, 3rd Floor
POB 5757
Columbia, SC 29250
Phone: 803-734-4200 Fax: 803-734-4286/4287/4299

Cc: Janet Frotscher @ Wells Fargo
Jeremy Winstead @ OCC
David Terrell @ Goldengate Mortgage, Thomas Jacobs and Jim H. Austin III

Re: Letters received 06/25/08 dated 05/01/08 (Goldengate Mortgage, Inc -Complaint No#s: 08-00679-B and 1/08 (No year and stamped received 05/12/2008 Complaint #08-00679-B3 Consumer Affairs Case #08-0237-B2 --- OCC Case #785593

Mr. Owens,

Greetings. Since his letter to me is not signed, I seriously doubt it would have any credibility or can be accepted as evidence in any legal proceeding. However, as I answer his claims, you will clearly see and understand how a simple problem evolved into suspected Mortgage Fraud, Predatory Lending and potential Insurance Fraud. What we are dealing with here is the evolution of a problem.

I have received 2 letters from you concerning complaints filed with SCDCA concerning Mr. Thomas Jacobs and Goldengate Mortgage, Inc. I will answer them both in this letter. I will address Mr. Jacobs first since the evolution of this problem began when Thomas Jacobs failed to fix the lights at 423 Bayne Street. Mr. Jacobs claims he sent me a letter. It must have been a letter he intended to send because, as stated, it is neither signed nor properly dated. For the record, I never received any letter from Thomas Jacobs.

Dukes Electric told us rewiring the house would cost between \$5,000 - \$6,000. This price did not include putting back walls and ceilings. Mr. Jacobs is not being entirely honest or accurate. We told him this.

Exhibit 62

The complete job to rewire and put back walls and ceilings was estimated at \$10,000. So let's be clear about this. Even Dukes Electric (Ricky Padgett) was not certain he could complete the job for that price. How we arrived at the \$10,000 estimate was because my husband told Dukes Electric (Ricky Padgett) if he could not do the complete job for \$10,000 to stop at that price and he would finish the work as long as all the ceilings were put back and painted. The reason: He cannot do a ceiling by himself. A call to Dukes Electric will verify what I am telling you in this letter. You can call Dukes at 803-534-0407 or 803-829-2984.

The \$3,200 Thomas Jacobs is referring to in his letter (dated 1/08) from Trent Green (that's probably why he never mailed it) was not for the entire house. Mr. Green said he could wire 4 or 5 rooms into the outside panel. By doing this we would have some lights. My husband refused to accept this partial arrangement. His reason: We are paying for the entire house. Therefore, we want lights in all the rooms.

At the time, Mr. Green also told my husband that he did not have the crew or equipment to completely rewire and put back all the walls and ceilings. He also agreed, that if we could get it done for \$10,000 to let Dukes do it. Mr. Green's number has been provided by Thomas Jacobs, you can call him for verification at 803-240-4453. By the way my husband called Mr. Green to see if he could really do this house for \$3,200. He told us what he said before: The most he could do for that price was 4 or 5 rooms, not the entire house. He told my husband...and I quote, "I don't have any idea what Thomas Jacobs is talking about."

Mr. David Terrell came to 423 Bayne Street with his own electrician and he told Mr. Terrell and my husband that if we could get it done for that price to find that guy and tie him up. In other words, to rewire the house and put back walls and ceilings for \$10,000 was a bargain. Mr. Terrell knows this. Mr. Terrell can be reached at 803-788-2880.

Page 1 - Thomas Jacobs – To Whom It May Concern – Validates & Verifies

Mr. Jacobs second paragraph in his "To Whom It May Concern" letter, validates and verifies the information I have been sending to Janet Frotscher at Wells Fargo and most recently to John Smith at SCDCA. You now have in your possession written and signed documentation from Thomas Jacobs that neither he nor his contractors improved 423 Bayne Street. My husband did what repairs were done to the property. Remember: My husband did not begin working on the house until October 12, 2007.

Thomas Jacobs' letter also verifies 423 Bayne Street was in need of repairs. This is an important admission because Jim H. Austin III's Appraisal clearly states his property evaluation is based on a physical analysis of the site and improvements on October 09, 2007. Some of these improvements included fresh paint, alarm system, ceiling fans, central air, patio/deck, new floor coverings, new bathroom fixtures, new kitchen appliances and no evidence of deferred maintenance. Thomas Jacobs' reference to a few months prior would put 423 Bayne Street's timeline back to September and October of 2007.

Thomas Jacobs' letter also verifies the information I sent to John Smith at SCDCA, OCC and Janet Frotscher at Wells Fargo that my husband agreed to repair 423 Bayne to rent. The reason why my husband would not sign the lease agreement was because of the date – October 9, 2007. On this date, 423 Bayne Street was not livable. .

As I stated previously in my letter dated February 5, 2008, we could not move into the house until repairs were completed and we could not take up residence because water lines, gas lines and sewer lines were ruptured and needed repairing. We also discovered once those repairs were completed, 423 Bayne Street did not have working electricity inside the house.

Further Verification and Validation

Thomas Jacobs also verifies that our initial relationship was positive. As I have stated in my letters, this positive relationship was one of the reasons why I closed the loan. I expected Thomas Jacobs to fix the lights at 423 Bayne Street. Believe it or not, the only repair I wanted done at the time was the lights. If Thomas Jacobs had repaired the lights, I never would have asked for the appraisal. I never would have known Appraisal #7-59 is falsified.

False Statements, Inaccurate Statements and Outright Lies

Some of Thomas Jacobs' statements are false, some inaccurate and there are some that are outright lies. I'll address the inaccurate statements first.

Inaccurate Statements

1. Mr. Jacobs states: "We immediately moved into the house and my husband began working on the home." This is not entirely true. What we moved into the house were boxes of books, filing cabinets and sales records. The reason: My husband said it was safe to move them there because thieves don't steal books.
2. My husband did not begin working on the home immediately. As I have already stated, my husband did not begin working on 423 Bayne Street until October 12, 2007: The reason for the delay: The house had no electricity for lights and power tools. Our neighbor, Lee Orr, provided electricity. He was not home at the time and did not return to Orangeburg until October 12, 2007.

False Statements

1. Thomas Jacobs never gave my husband small amounts of money for renovative purposes. I believe he has my husband confused with someone else.
2. He did give us \$200 to have the electrical estimate done. Dukes Electric would only accept \$75. The reason: After the ceiling panels were removed and the knob and spool wiring was exposed, we were told the short was massive and electrical repairs would run into the thousands. In fact, my husband told Thomas Jacobs the same thing. The remaining \$125 is to be paid when Dukes (Ricky Padgett) comes to rewire the house. My husband told me the \$125 belongs to me because Thomas Jacobs recovered his \$200 from loan proceeds.

Outright Lies

1. Thomas Jacobs states he helped my husband out with reasonable items. This is an absolute lie. Thomas Jacobs never gave us anything for 423 Bayne Street; except the money for the electrical estimate. The reason why he gave us the money is because he did not have an electrician that could do the estimate at the time and he asked my husband could he find one. I am willing to consign this statement to confusion and not a deliberate lie. Again, he might be confusing my husband with someone else.
2. Thomas Jacobs' says he sent help. His help never arrived. Again, it is quite possible he is confusing us with someone else. Mr. Lambright came to the house two or three times to tell us about supplies for 423 Bayne Street. As I stated in previous letters, these supplies never materialized. My husband told Mr. Lambright that he did not need any help with the work he was doing. Mr. Lambright would be needed to do the major repairs on the outside walls, plumbing and floors; and he could finish the ceiling.
3. According to my husband, Mr. Lambright returned once to look at the electrical work and promptly told us the job was too big for him, and told us: "Even if I could do it, Thomas won't pay for it."
4. My husband never mentioned anything about an update to the electrical work after permanent financing. Buying the house was Thomas Jacobs' suggestion after my husband would not sign the lease agreement because of the date – October 9, 2007. This statement is an outright lie for another reason. At the time, power to the house was off and our neighbor was providing all our electrical needs to repair 423 Bayne Street. Also, we could not get electricity to 423 Bayne Street because of the gas leaks.
5. My husband never told Thomas Jacobs all the work was completed. Major repairs still had to be done. Again, Thomas Jacobs must have my husband confused with someone else. My husband told Mr. Jacobs he could do all the work himself; except ceilings. The reason why he would not and could not do any major repairs is because he was not a licensed contractor and banks only accept work from licensed contractors. In addition, major repairs to 423 Bayne Street would require a Building Permit and he could not get that, only the property owner could.
6. We got all the estimates Thomas Jacobs ever requested. His statement about not getting estimates on the work in question is a lie. Again, he could be confusing us with someone else. After all, he does work with a lot of different people; it is understandable that he might be confused.
7. Thomas Jacobs states he told me after I gave him the estimate from Dukes that it was more money than he was willing to spend. This is a lie. Thomas took the estimate, looked at it, put in his pocket and said he would take care of it. If he had said anything other than that, I would have left Columbia, packed up our stuff and left.
8. My husband never escorted Mr. Green off the property. This is another outright lie. A call to Mr. Trent Green at the number listed in this letter will verify Thomas Jacobs is lying about this incident.
9. Thomas Jacobs is also lying about contacting us. We have not heard from Thomas Jacobs since December 21, 2007.

I have no knowledge of his conversation with Dukes Electric. However, if I were you, I'd call for verification. As for Trent Green, he did come to 423 Bayne Street. However, he did not come to repair the flashing on the chimney as Thomas Jacobs states. 423 Bayne Street does not have a chimney. The roof was leaking and my husband recommended flashing as a solution to the problem. This occurred before closing and Thomas Jacobs said he would take care of it and he did.

Trent Green came to put the flashing on the roof. While he was here, he did inspect the electrical wiring. It was during this inspection that he told us he could wire up 4 or 5 rooms for \$3,200. I have already stated my husband's reply to this arrangement. This is the real reason why Trent Green did not proceed. He was not escorted off the property. In fact, Mr. Green called Thomas from our house on his cell phone and told him what my husband said. That's when Mr. Green left and never returned.

Page 2 – Thomas Jacobs – To Whom It May Concern – More Lies & Half Truths

On Thomas Jacobs' last page, he states he has never heard back from us. This is another absolute lie. I called him daily for 2 months. His mailbox is always full for some reason and I do not have his cell number. I don't call him anymore because Thomas Jacobs seemingly has forgotten his last instructions to my husband and I. He told us if we could not get in touch with him to call this number – 1-803-788-2880 and this person would be able to get in touch with him. This phone number is to Goldengate Mortgage.

Thomas Jacobs lies again. We have never stated we wanted money for February's payment. What I did state and I'll state again... **I WANT MY HOUSE FIXED AS AGREED**. There, all capital letters and big bold print so there is no mistake. He must have driven to Orangeburg and left us a check for \$700. However, there was no note with the check. David Terrell told us about the check in an email.

Thomas Jacobs lies again. We did not refuse to make a payment. In fact, I had already made February's payment as a good faith and good will gesture to show my willingness to work out any agreement to repair 423 Bayne Street. A copy of my paid statement and check number is included with this letter. The \$700 he gave me was deducted from the total cost to repair the house. That's why the estimated cost is \$48,175 and not \$48,875. SCDCA already has a copy of the estimated cost of repairs.

At last, he speaks the truth. We did tell Goldengate Mortgage and Wells Fargo; as well as SCDCA and OCC that to continue payments knowing our Appraisal is falsified would be knowingly perpetuating Mortgage Fraud, a Predatory Lending Scheme and potential Insurance Fraud. This is the reason why I voluntarily stopped making my mortgage payments to Wells Fargo. In fact, every month I deposit my mortgage payment in the bank. The reason: in the event someone at Wells Fargo comes to his/her senses, I can send them all their money at once.

Exhibit 62

As for Mr. Trent Green, as stated in this letter, my husband has already called him. What he told us before has not changed. He cannot rewire 423 Bayne Street for \$3,200. What he can do is wire 4 or 5 rooms to the outside box. That's it. My husband's position also has not changed. We are paying for the entire house and he wants lights in all the rooms. Let me restate this: If our Appraisal were not falsified we would be paying for the entire house.

Please note this as well: Thomas Jacobs did not write to me, he wrote to you. And... he did not do this until after a complaint was filed against him at SCDCA.

Page 1 - Goldengate Mortgage

In Mr. Terrell's opening statement he declares that I have stated he failed to represent the borrower and failed to validate the appraisal. This is true and my position will not change because of the evidence.

1. Mr. Terrell never called me about my mortgage.
2. He never explained anything to me over the phone or by mail concerning lenders, possible lenders or conditions necessary to complete the property acquisition process.
3. I have never met or seen David Terrell even though I have spoken to him once on the phone and I have 3 or 4 emails from him.
4. Thomas Jacobs handled my entire mortgage transaction with Goldengate. That's why I trusted him. I was actually hurt when he failed to fix the lights as agreed because I trusted him. Remember: all I initially wanted was the lights fixed. If Thomas Jacobs had fixed the lights I would have been very happy at 423 Bayne Street. Later, in this letter you will come to understand how it evolved from lights being fixed to complete repair.
5. David Terrell only contacted me after I filed a complaint with SCDCA. You have this complaint on file as well.
6. David Terrell never ordered an appraisal for me. What he did was substitute my name on an appraisal that was done for Thomas Jacobs. The File Number is 7-59. That's why I state and will stand by my assertion that he did not represent me. He represented Thomas Jacobs and I am the buyer Thomas Jacobs found.

Obviously David Terrell is proving his gross negligence, misunderstanding and his incompetence as a mortgage broker. The appraisal was not done "As Is" because Jim H. Austin III clearly states the Appraisal was subject to repairs. "As Is" means no repairs or work to be done or no further work or repair needs to be done. Let's go over Appraisal #7-59 once again.

Jim H Austin III states he visited the property to see what repairs were completed. Thomas Jacobs in his letter to SCDCA has already confirmed that my husband did many of the repairs at 423 Bayne Street and these repairs were completed after September 14, 2007 and October 9, 2007. So how can he state, that the Appraisal was done "As Is"?

The "As Is" to which Mr. Terrell is referring is in the Reconciliation Section of the Appraisal on page 2 of 6. Jim H. Austin III only had 3 choices. Either completion according to plans, subject to the following repairs or "As Is". Since he had already stated repairs were complete, he had no choice but to check this box. This is why his statement here is not true. Thomas Jacobs has confirmed this in his letter to SCDCA and I have been stating this for quite sometime.

The reason why I stated he failed to validate the Appraisal is because Jim H. Austin III clearly states the Appraisal is subject to repairs. My reasoning behind this is my husband was a Principle of Orangeburg Mortgage Services. SCDCA can research their records and they will discover this is true. Since he did not have the 2 years required experience, he became the company's loan originator. Whenever an Appraisal was ordered that was subject to repairs, he took the appraisal to the house and verified everything on it before sending it to a bank or lender. As a matter of fact, he did this with every Appraisal except those done by Larry.

Larry was the only Appraiser he could trust to do the right thing. He was more expensive than the others, but that was the only Appraiser he trusted. Any Appraisal that was done with Larry's name on it was never suspected of being overvalued or had statements that were not true. That's also why he trusts Dukes Electric. In all the jobs Dukes did for him when he was in the mobile home business, he never had a single complaint. When my husband left Orangeburg Mortgage, there were over 75 loans on his desk waiting to be closed. The proof of his value to the company, after those loans were closed, a few months later, Orangeburg Mortgage Services went out of business.

In addition to his engineering knowledge and skill, my husband is also a first class salesman as the plaques on our wall and in his mother's attic will verify. In fact, he would be out selling something now, if he had not been hobbled by a terrible groin injury. Next... let's deal with this issue concerning what I signed.

Billy Buys A Car

Mr. Terrell and Janet Frötscher at Wells Fargo are seemingly very fond of pointing out I signed the Mortgage Security Instrument and the necessary paperwork to close the loan. All I can tell you about this is: Billy went to buy a car. The car Billy wanted needed repairs. Despite this, Billy signs a contract with the dealer because the dealer promised the car will be repaired with the following items, fresh paint, new floors, fixtures, air conditioning and no evidence of deferred maintenance and he puts this in writing.

When Billy returns for the car, the dealer reneged on the repairs and files a suit for Billy to pay him on the contract. Billy goes to court with the contract and points out everything that was supposed to be in the car under the contract. The verdict goes to Billy. I signed a Mortgage Security Instrument for a home with improvements. These improvements are stated on the Appraisal. If these improvements are not there, the contract is null and void because the Appraisal is falsified.

If I am to pay on the contract, I want the improvements. If Wells Fargo does not want to validate Appraisal #7-59 by making these improvements, cancel the contract. Otherwise, Wells Fargo would be scamming me out of \$75,000 plus interest. Now Mr. Terrell do you understand? SCDCA do you understand? And OCC do you understand?

You see Mr. Terrell; the signed Mortgage Security Instrument and Jim H. Austin III's Appraisal are the evidence and proof of Mortgage Fraud and/or Bank Fraud. I will not participate in this fraud or this scam. To pay this mortgage knowing the Appraisal is falsified... would be doing that. Even you know there is plenty of evidence of deferred maintenance at 423 Bayne Street. You have been to the house and have seen it yourself.

Continuing with his statements, Mr. Terrell seems to be just as confused as Thomas Jacobs. The only thing I initially wanted was the lights fixed. Mr. Terrell has plenty of documented evidence in his possession in the form of signed letters and faxes to verify this statement. My position did not change until January 12, 2008. This is the date I discovered the Appraisal was falsified. If you strip away all the information on Appraisal #7-59 that does not directly describe the house, 90% or more of the information on the Appraisal concerning the actual house is not true.

January 12, 2008 is also the date I realize my battle was with Wells Fargo and not David Terrell, Thomas Jacobs, Jim H. Austin III or Debra C. Galloway. This is how and why a simple problem like fixing the lights evolved into the potential legal suits that are looming just over the horizon.

1. David Terrell did not send me a falsified Appraisal. It was sent to Wells Fargo.
2. Thomas Jacobs is no longer listed in the Registrars Office in Orangeburg County's Courthouse as the owner of 423 Bayne Street. I am listed as the owner.
3. Wells Fargo has a signed Mortgage Security Instrument that states on page 3 and 6 that my home was purchased with improvements. The Appraisal states improvements were made to 423 Bayne Street and identifies them on page 1 of 6.
4. Therefore, whoever holds the contract has the responsibility to validate the information on the Appraisal because it gives added value to the contract. If the Appraisal cannot be validated the contract must be cancelled because it cannot be substantiated.
5. My ownership of 423 Bayne Street became effective December 28, 2007. Therefore, like Billy wanting his car fixed or cancel the contract, I want my house repaired or my mortgage reduced to its verifiable and documented value or cancel the contract.

In his letter, Mr. Terrell seems to think; I do not realize I have a signed mortgage broker agreement with Goldengate. Thomas Jacobs, not David Terrell, gave that agreement to me. As far as his participation in Mortgage Fraud and/or Banking Fraud, Mr. Terrell cannot deny he ordered the Appraisal, substituted my name for Thomas Jacobs, failed to validate it by a personal inspection and he sent this unverified Appraisal to Wells Fargo. As far as I am concerned, that is the extent of his involvement. When it comes to Predatory Lending Schemes, the law is also clear... "use of a falsified appraisal". Wells Fargo is just as negligent, because one of their underwriters received an Appraisal that was subject to repairs and no one checked to make sure repairs were completed.

Exhibit 62

Page 2- Goldengate Mortgage

Again, David Terrell, Like Janet Frotscher, keeps avoiding the issue by conscious redirection and misdirection. My problem is not with him or his services. My problem is not with Wells Fargo. My problem is with the house and the Appraisal that was used to obtain my loan. How many times must I repeat this before it sinks in through thick skulls or hard-wired mentalities? Also Mr. Terrell, like Thomas Jacobs labors under a false impression. I was not living in the house for months before closing. I have already stated the reasons why and can verify this with documentation. In addition, I have plenty of witnesses that can and will testify to this fact if this matter ever goes to court.

Since relevant facts and information were not available to me until after the closing, closing the loan has nothing to do with its legitimacy. In addition, Mr. Terrell failed to mention that I did not receive the appraisal until after I threatened him and Player Law Firm with a legal suit.

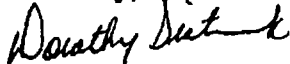
Review

Because this letter is long let's review what we have discovered that is true and verifiable.

1. Thomas Jacobs has verified by his own hand that weeks after the Appraisal was completed on October 9, 2007, and after Jim H Austin III's signed statements stating repairs were completed, 423 Bayne Street was not livable and repairs were still needed. Otherwise we could have moved in without any work being done.
2. He has validated my statements that my husband was involved in the repairs that took place after October 9, 2007. As I have previously stated, this work has increased the value of 423 Bayne Street.
3. He has verified that our initial interest in 423 Bayne was a place to rent, not buy.
4. Thomas Jacobs has provided testimonial evidence that I gave him the estimated cost of the electrical repairs just before closing.
5. He has substantiated my claim that the cost estimate to rewire 423 Bayne Street without walls and ceilings being replaced was between \$5,000 and \$6000.
6. Thomas Jacobs has supported my claim that the reason why I stopped paying on my Mortgage was because of suspected Mortgage Fraud and Predatory Lending.
7. He has verified that my initial complaint against him was for not fixing the lights.

Without knowing it Thomas Jacobs just provided additional evidence that Appraisal #7-59 is falsified. Need I say more?

Sincerely,



Dorothy Sistrunk

Encls:

Exhibit 4-1 (Now 68) *Due 8/19/08*

PARTIES ACKNOWLEDGMENT & AFFIDAVIT

SELLER: Thomas D. Jacobs

BUYER: Dorothy Sistrunk

PROPERTY: 423 Bayne Street

CLOSING DATE: December 21, 2007

Exhibit 68

We, the undersigned, do hereby acknowledge and agree to the following with regard to that certain Contract of Sale referenced above:

1. That the Player Law Firm, LLC has fully reviewed all of the terms of the Contract of Sale with the parties involved on the day of the closing; and that the terms and conditions contained in the Contract of Sale have been met and have been completed to the Satisfaction of both the Buyer(s) and Seller(s); and that the undersigned do hereby agree to proceed with the sale/purchase of the property on the day of closing.
2. That a smoke detector or smoke detectors meeting the requirements of *Section S-2_5-1310, et se., S.C. Code Ann. (1994 Supp.)*, has/have been installed and is/are functioning in the dwelling located at _____ being sold by the undersigned to _____.
3. X There is no lease on the above referenced property.
- _____ There is a lease of the above referenced property, but the Buyers and Sellers are doing their own prorations; or
- _____ There is a lease and we prorated based on the information given by the _____. I/we understand that the Player Law Firm, LLC do not verify the accuracy nor have they expressed an opinion as to the legality or enforceability of the lease or its terms. Furthermore, we agree that the Player Law Firm and Debra C. Galloway or Tucker S. Player is not liable for any information provided by any of the seller(s) or buyer(s) agents.
4. That the Player Law Firm is in no way responsible for the CL-100 wood infestation report completed on the property for this closing, and that both the Buyer(s) and Seller(s) accept the wood infestation report and agree to hold the Player Law Firm, LLC harmless of any claim arising out of said report to the Player Law Firm, LLC.
5. The Buyer(s) and Seller(s) hereby authorize the Player Law Firm, LLC to provide a copy of the HUD-1 Settlement Statement on the above referenced closing to any homeowners association or management company who may manage the property.

Columbia Office:
1415 Broad River Road
Columbia, SC 29210

Mailing Address:
P.O. Box 21005
Columbia, SC 29221

Ph: 803-772-8008
Fx: 803-772-8033
Email: Stephanie@playerlawfirm.com

ATTEST: TRUE COPY
Winnifred B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

Loan # 0174072777



Exhibit 42 (Now 69) ^{Val 8/13/08}

PLAYER
PLAYER LAW FIRM, LLC

6. Buyer(s) and Seller(s) agree that should any inadvertent errors or omissions be later discovered, they shall promptly execute such corrective documents and/or remit any monies as may be required to adjust or correct such errors or omissions.
7. The Buyer(s) of the above reference property hereby acknowledge that the Seller has represented that the residence constructed on the property () was () was not built prior to 1978; And further acknowledge that if said residence was built before 1978, I/we have been advised by the Player Law Firm, LLC that there may be lead based paint hazards in the residence, and that I/we have received a copy of the pamphlet "Protect Your Family From Lead In Your Home", and understand my/our rights and that I/we have or had to an inspection of the premises for lead-based paint hazards.
8. When the Law Firm has determined that your matter has been completed, we will proceed to close your file. As part of that process and prior to closing your file, we will scan all of the documents that have not already been scanned and are not a matter of public record onto a computer disk or some other medium determined by the Law Firm to be the most efficient. Thereafter, we will dispose of the original hard copies via a secure and confidential manner, such as shredding. For a period of seven (7) years following the date of the real estate closing for which we have acted as your attorney, we will make these scanned documents available to you upon your request. The undersigned hereby consent(s) to the aforementioned file retention system and further agree(s) that a duplicate of all documents signed at the closing will be admissible in court in lieu of the originals thereof.

Loan # 0174072777

PURCHASER:

Donnelly Dietz

SELLER:

Thomas D Jacobs

SWORN BEFORE ME THIS DAY _____
OF _____, 20____

[Signature]
Notary Public for South Carolina
My commission expires: 01/05/14

Page 5 of 19

Columbia Office:
1415 Broad River Road
Columbia, SC 29210

Mailing Address:
P.O. Box 21005
Columbia, SC 29221

Exhibit 69
ATTEST: TRUE COPY
 Ph: 803-772-8008
 Fx: 803-772-8037
 Email: Stephanie@playerlawfirm.com
Stephanie B. Clark
 CLERK OF COURT
 ORANGEBURG COUNTY, SC

CONTRACT OF SALE

Thomas Jacobs as Seller, and Dorothy Sistrunk as Buyer, hereby agree that the Seller shall sell and the Buyer shall buy the following described property UPON THE TERMS AND CONDITIONS HEREINAFTER SET FOR, within this contract.

1. LEGAL DESCRIPTION:

Property and improvements located at 423 Bayne Street in the City of Orangeburg in the County of Orangeburg in the State of South Carolina.

2. PURCHASE PRICE: SEVENTY FIVE THOUSAND & NO/100

Method of Payment:

- a) Deposit to be held in trust \$ _____
- b) Approximate principal balance of first mortgage to which Conveyance shall be subject, if any, Mortgage Holder: \$ _____
- c) Other: First Mortgage \$ _____
- d) Cash, certified or local cashier's check on closing and Deed (or such greater or lesser amount as may be necessary to complete payment of purchase price after credits, adjustments and promotions. \$ 75,000.00

3. PRORATIONS: Taxes, insurance, interest, rents and other expenses and revenue of said property shall be prorated as of the date of closing.

4. RESTRICTIONS, EASEMENTS, LIMITATIONS: Buyer shall take title subject to:

- a) Zoning, restrictions, prohibitions, and requirements imposed by governmental authority
- b) Restrictions and easements appearing on the plat or common to the subdivision
- c) Public utility easements of record, provided said easements are located on the side or rear
- d) Taxes for year of closing, assumed mortgages, and purchase money mortgages
- e) Other:

ATTEST: TRUE COPY

Winnifred B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

Exhibit 140

5. **DEFAULT BY BUYER:** If Buyer fails to perform any of the covenants of this contract, all money paid pursuant to this contract by Buyer as aforesaid shall be retained by or for the account of the Seller as consideration for the execution of this contract and as agreed liquidated damages and in full settlement of any claims for damages.

6. **DEFAULT BY SELLER:** If the Seller fails to perform any of the covenants of this contract, the aforesaid money paid by the Buyer, at the option of the Buyer, shall be returned to the Buyer on demand; or the Buyer shall have only the right of specific performance.

7. **TIME IS OF THE ESSENCE:** Time is of the essence for this Sale and Purchase Agreement.

8. **EXPENSES:** The Seller agrees up to \$4,500.00 (6%) of closing costs. The Buyer is responsible for any and all remaining closing costs.

9. **CLOSING DATE:** This contract shall be closed and the deed and possession shall be delivered on or before the 1st day of January, 2008 unless extended by other provisions of this contract.

10. **SPECIAL CLAUSES:**

PROPERTY SOLD "AS IS"—THERE ARE NO SPECIAL CLAUSES

Amely Davis 11/26/07
BUYER DATE

Thomas Jacobs 11/26/07
SELLER DATE

Do not recall
on 11/26/2007
Jul
5/25/2014

Note: no 3% down
to qualify for
Fannie Mae's
Conventional 97
Jul
5/25/2014

Compare with WF00029

Proof of Wells Fargo's
Forgery Jul
5/25/2014

5/25/2014
ATTEST: TRUE COPY
Winnifred B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

Exhibit 141

WELLS FARGO HOME MORTGAGE
 RETURN MAIL OPERATIONS
 PO BOX 10368
 DES MOINES IA 50306-0368

WELLS FARGO HOME MORTGAGE

08/06/10



1AB 02993/017058/007297 0065 2 ACNK27LC278 708

DOROTHY SISTRUNK
 423 BAYNE ST
 ORANGEBURG S, SC 29115-6807

Account Information

Online: yourwellsfargomortgage.com
 Fax: (866) 278-1179
 Telephone: (800) 416-1472
 Correspondence: PO Box 10335
 Des Moines, IA 50306
 Hours of Operation: Mon - Fri, 6AM - 10PM;
 Sat 8AM - 2 PM CT
 Loan Number: 0174072777
 Property Address: 423 Bayne Street
 Orangeburg SC 29115

Not true

RE: Decision on your request for mortgage assistance

Dear Dorothy Sistrunk:

We're writing to provide you with the results of our efforts to find a solution that might help with the mortgage payment challenges you're facing.

Decision on your mortgage loan request

Unfortunately, after carefully reviewing the information you've provided, we are unable to adjust the terms of your mortgage.

Because the title to your home has additional liens against it, we're required to work with the other parties who must agree to any changes in the payment terms of your mortgage. Since another party has not agreed to do so, you have not been approved for payment assistance.

Additional assistance is available

If monthly expenses other than your mortgage payment are creating part of your financial strain, we encourage you to contact a Housing Urban Development (HUD)-approved, non-profit, community based credit counseling agency who can work with you, at no charge, to lower other monthly payments. You can find a local agency by calling (800) 569-4287. A counselor will work closely with you, take your financial circumstances into consideration and create a budget plan that may work for you.

Be sure you avoid anyone who asks for a fee for counseling or a loan modification or asks you to sign over the deed to your home or to make your mortgage payments to anyone other than Wells Fargo Home Mortgage.

ATTEST: TRUE COPY

Winnifred B. Clark

CLERK OF COURT
 ORANGEBURG COUNTY, SC

Exhibit 198



080610LC278001

22

Together we'll go far



WFM300P

LC278 708

017058/007297 ACNK27 S1-ET-M1-C005

Account Information

Loan Number: 0174072777

Property Address: 423 Bayne Street
Orangeburg SC 29115

If you have questions about the decision we've made on your mortgage request, please contact us at the number listed above in the account information section of this letter. We'd also like to hear from you if any of your circumstances have changed or if you can provide us with additional information for consideration.

Sincerely,

Ben Windust

Ben Windust
Senior Vice President
Wells Fargo Home Mortgage

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt, and we have a security interest in the property and will only exercise our rights as against the property.

With respect to those loans secured by property located in the State of California, the state Rosenthal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, TX 77010-9050.

Wells Fargo Home Mortgage is a division of Wells Fargo Bank, N A © Wells Fargo Bank, N A All rights reserved. Equal Housing Lender

Exhibit 198

080610LC278001

23

ATTEST: TRUE COPY
Winnif B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

STATE OF SOUTH CAROLINA)
COUNTY OF ORANGEBURG)

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N.A.,

Plaintiff,

vs.

Dorothy Sistrunk,

Defendant.

Civil Action No. 2008-CP-38-1024

**WELLS FARGO'S MOTION FOR
PROTECTIVE ORDER**

Pursuant to Rules 26 and 36 of the South Carolina Rules of Civil Procedure, Wells Fargo Bank, N.A. ("Wells Fargo") moves for a protective order limiting Defendant's Requests to Admit to twenty requests as called for under the Rules of Civil Procedure; allowing Wells Fargo to answer only the first twenty of Defendant's 1,153 Requests to Admit that have been served; and enjoining Defendant from serving additional Requests to Admit.

BACKGROUND

Defendant Dorothy Sistrunk appears pro se in this foreclosure proceeding. On or about December 21, 2007, Defendant executed a fixed-rate note and purchase-money mortgage, in the principal sum of \$75,000.00, to evidence and secure a home loan from Wells Fargo.

(Compl. ¶¶ 6-11.)

misstatement of fact
Prior to the loan, Defendant's broker, Golden Gate Mortgage, submitted to Wells Fargo an appraisal of Defendant's property. (EXHIBIT A, Golden Gate Mortgage, Inc.

Mortgage Broker Fee Agreement for Financial Services (WF00080-82) (dated Nov. 26, 2007);

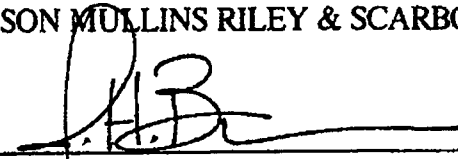
Answer to Compl. ¶ 6, at 4.) After the loan closing, Defendant had a dispute with the seller of the property concerning repairs to the home that she believes were promised to her by the

CLERK OF COURT

ORANGEBURG COUNTY, SC

Exhibit 228

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

Elizabeth Scott Moise

E-Mail: scott.moise@nelsonmullins.com

151 Meeting Street / Sixth Floor

Post Office Box 1806 (29402-1806)

Charleston, SC 29401-2239

Telephone: (843) 853-5200

James H. Burns

E-Mail: james.burns@nelsonmullins.com

Meridian, Suite 1700

1320 Main Street

Post Office Box 11070 (29211-1070)

Columbia, SC 29201

Telephone: (803) 799-2000

Attorneys for Wells Fargo Bank, N.A.

Columbia, South Carolina

October 31, 2008

Exhibit 228

STATE OF SOUTH CAROLINA)

COUNTY OF ORANGEBURG)

IN THE COURT OF COMMON PLEAS

FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N.A.,)

Plaintiff,)

vs.)

Dorothy Sistrunk,)

Defendant.)

Civil Action No. 2008-CP-38-1024

**ORDER GRANTING PARTIAL
SUMMARY JUDGMENT**

2014 APR -7 PM 3:12

FILED FOR RECORD
CLERK OF COURT
ORANGEBURG, SC

BEFORE THE COURT is Plaintiff Wells Fargo Bank, N.A.'s ("Wells Fargo") Motion for Summary Judgment as to Wells Fargo's Complaint of Foreclosure and Defendant Dorothy Sistrunk's numerous counterclaims predicated on alleged fraud by parties other than Wells Fargo.¹ A hearing was held on this matter on September 3, 2013, at which James H. Burns appeared on behalf of Wells Fargo and Defendant appeared *pro se*. After consideration of the pleadings, the parties' written submissions, and oral argument of the parties, the Court finds as follows:

*Violation of Rule 30(b)(2), SCRPC
Page 6 # 26 April 3, 2014 Dorothy Sistrunk*

My Defense 5/23/2014 DA

Defendant's Answer to Complaint with Counterclaims and First Amendment to Answer to Complaint with Counterclaims are all based upon the allegation that the mortgage loan between the parties is unenforceable because of alleged malfeasance by the seller and appraiser. The counterclaims include the following: Violation of the Fair Credit Reporting Act ("FCRA"); Unjust enrichment; Willful intent to participate in and perpetuate mortgage, bank, insurance, and securities fraud or a predatory lending scheme advanced through falsified documents; Gross negligence and inherent negligence; Failure to exercise due diligence; Concealment of a material fact and cover up; Failure to exercise fiduciary responsibility as a bank; Unfair lending and banking practices; Failure to safeguard the financial interest of customers, clients and investors by accepting, using, or basing decisions upon falsified documents after alleged facts are known; Infliction of emotional distress; and Rescission of the loan contract under the Truth in Lending Act ("TILA") and money damages.

ATTEST: TRUE COPY
Winnifred B. Clark
CLERK OF COURT
ORANGEBURG, SC
Exhibit 329

BACKGROUND

1. Misrepresentations 5/23/2014 J.S.
Around early October 2007, Defendant and her family needed new housing because they did not want to be responsible for costs associated with yard work for a home that Defendant and her family rented at 574 Coburg Lane, Orangeburg, South Carolina. Defendant and her family also needed to move because their landlord was planning to sell the property that Defendant rented.

* 2. In response to an advertisement in a local newspaper, Defendant's husband contacted Thomas Jacobs ("Jacobs" or sometimes "seller") to inquire about various properties that he had for sale.

* 3. After Defendant's husband looked at several houses with Jacobs, her husband decided to purchase a home located at 423 Bayne Street in Orangeburg, South Carolina ("423 Bayne Street").

* 4. In the month prior to closing, Defendant and her family moved into 423 Bayne Street and began cleaning and making repairs.

* 5. Defendant alleges that during negotiations for purchasing 423 Bayne Street, Jacobs advised that he would make various repairs to 423 Bayne Street before closing, and if such repairs were not made, then the purchase price for that property would be lowered at closing.

* 6. Defendant admits that neither she nor her husband advised Wells Fargo of any of the representations that Jacobs made to them. Further, Defendant has no evidence of Jacobs or Jim H. Austin, III ("Austin" or sometimes "appraiser") notifying Wells Fargo of Jacobs's representations to Defendant and her husband.

Th 7. Prior to closing, on November 26, 2007, Defendant signed a Notice of Right to
* Receive a Copy of Appraisal. Defendant also signed a contract for sale, as a buyer, for 423 Bayne Street. The contract of sale is countersigned by the seller, Thomas Jacobs.

8. Austin authored an appraisal that listed the value for 423 Bayne Street at \$75,000.00.

9. Defendant admits that she did not rely on Austin's appraisal, and she has no
* evidence that Wells Fargo made or played any role in creating the appraisal authored by Austin.

10. Defendant contests the sales price listed on the sales contract that she signed with the seller, and she believes that various alterations to the sales contract were made after she signed it.

* 11. Defendant admits that she does not know who altered the sales contract, and she does not accuse anyone at Wells Fargo for being responsible for any alterations.

* 12. The loan closed on December 21, 2007, and Defendant and her lawyer attended
the closing.

13. At the loan closing, Defendant signed a Fixed-Rate Note ("Note") in the principal sum of \$75,000.00. In pertinent part, the Note states as follows:

In return for a loan that I have received, I promise to pay U.S. \$75,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is WELLS FARGO BANK, N.A.

14. Defendant secured her repayment obligations under the Note by executing a thirty-year Mortgage ("Mortgage") that encumbers 423 Bayne Street.

* 15. Although her husband negotiated all aspects of purchasing 423 Bayne Street with the seller, Defendant attended and participated in the closing on December 21, 2007, without her husband's attendance at the closing because she trusted the seller.

16. On January 9, 2008, Defendant requested a copy of the appraisal for 423 Bayne Street from both her closing attorney and mortgage broker David Terrell of Golden Gate Mortgage.

* 17. Defendant received the appraisal on January 12, 2008, and she believed it was incorrect.

18. Plaintiff alleges Defendant defaulted on her payment obligations under the Note, and Defendant has never paid the taxes and insurance on 423 Bayne Street.

19. On June 27, 2008, Wells Fargo filed a Lis Pendens, Summons, and Complaint of Foreclosure due to Defendant's default on the Note and to seek foreclosure of the Mortgage.

20. On July 18, 2008, Defendant filed an Answer to Complaint with Counterclaims, and on July 31, 2008, Defendant filed a First Amendment to Answer to Complaint with Counterclaims alleging as referenced above and predicated on alleged fraud that arose from the actions of the seller and appraiser.

* 21. Defendant admits she has no evidence linking Wells Fargo to the actions of the seller or appraiser, and Defendant believes Wells Fargo was also victimized by the seller and appraiser.

ANALYSIS AND CONCLUSIONS

22. Summary judgment is warranted when no material facts are in contest and the movant is entitled to a judgment as a matter of law. *McNaughten-McKay Elec. v. Andrich*, 324 S.C. 275, 279, 482 S.E.2d 564, 566 (Ct. App. 1997). On summary judgment motions, evidence and factual inferences are viewed in a light most favorable to the non-movant. *Bankers Trust Co. v. Braten*, 317 S.C. 547, 551, 455 S.E.2d 199, 201 (Ct. App. 1995). The movant must initially assert the basis for the motion but is not required to negate his opponent's claim; the

burden may be discharged by demonstrating a lack of evidence supporting a particular issue in the non-movant's case. *Richardson v. The State Record Co., Inc.*, 330 S.C. 562, 566, 499 S.E.2d 822, 824-25 (Ct. App. 1994). When a summary judgment motion is properly made and supported under Rule 56, S.C. R. Civ. P., the non-movant must demonstrate the existence of a triable issue of fact. *Peterson v. West American Ins. Co.*, 336 S.C. 89, 94, 518 S.E.2d 608, 610-11 (Ct. App. 1999). If the evidence submitted by the non-movant is merely colorable, summary judgment should be granted. *Thompkins v. Festival Centre Grp.*, 306 S.C. 193, 194, 410 S.E.2d 593, 593-94 (Ct. App. 1991).

23. All of Defendant's counterclaims are based on alleged fraud in which Defendant admits Wells Fargo had no participation.

24. To prevail on a claim against Wells Fargo for actual fraud, Defendant must prove the following elements by clear and convincing evidence: (1) a representation by Wells Fargo; (2) its falsity; (3) its materiality; (4) Wells Fargo's knowledge of its falsity or a reckless disregard for its truth or falsity; (5) Wells Fargo's intent that Defendant act upon the representation; (6) Defendant's ignorance of its falsity; (7) Defendant's reliance on its truth; (8) Defendant's right to rely thereon; and (9) Defendant's consequent and proximate injury. See *McLaughlin v. Williams*, 379 S.C. 451, 456, 665 S.E.2d 667, 670 (Ct. App. 2008) (affirming summary judgment on fraud claim because no reliance). "Failure to prove any element of fraud is fatal to the action." *Robertson v. First Union Nat'l Bank*, 350 S.C. 339, 348, 565 S.E.2d 309, 314 (Ct. App. 2002).

25. South Carolina law provides that no claim for fraud can be maintained against a party not involved in the fraud. See *Moseley v. All Things Possible*, 388 S.C. 31, 47, 694 S.E.2d 43, 46 (Ct. App. 2010) (reversing trial court's finding that corporate officer of seller of real

property was guilty of fraud in sale based on falsified plat when there was no evidence that he personally committed fraud); *see also Gordon v. Busbee*, 397 S.C. 119, 134-35, 723 S.E.2d 822, 831 (Ct. App. 2012) (affirming directed verdict for certain defendants when plaintiff presented no evidence of fraud by those defendants).

Violation of Rule 30(b)(2), SCRPC
April 3, 2014
W.D.
Misrepresentations 5/23/2014 D.D.
26. All of the counterclaims that Defendant has pleaded are based upon the allegation that the Note and Mortgage are unenforceable because of alleged malfeasance by the seller and appraiser. Wells Fargo attached portions of Defendant's deposition in support of its motion. In her deposition, Defendant admits that she does not know who altered the sales contract as she alleges, and she does not accuse anyone at Wells Fargo for being responsible for the alterations. Furthermore, Defendant admits that before she closed her mortgage loan, she had no communications or dealings with Wells Fargo, and she has no evidence linking Wells Fargo to the actions of the seller or appraiser. In fact, Defendant stated that she believes that Wells Fargo was also victimized by the seller and appraiser. *Dorothy Ditt*

27. Because Defendant has no evidence linking Wells Fargo to this alleged act of fraud, the Court finds there are no material facts that are in contest, and Wells Fargo is entitled to judgment as a matter of law with respect to Defendant's counterclaims. Defendant's claims fail because there is no material issue of fact revealing misrepresentation or fraud by Wells Fargo. Therefore, Wells Fargo's Motion for Summary Judgment on all of Defendant's counterclaims is GRANTED.

28. Wells Fargo has also moved for summary judgment on its Complaint of Foreclosure. At this point, Wells Fargo has presented no evidence in its summary judgment motion demonstrating compliance with the South Carolina Supreme Court's Administrative

Order Re: Mortgage Foreclosure Actions ("Supreme Court Order"), which is dated May 2, 2011.

29. The Supreme Court Order discusses efforts that homeowners and lender-servicers need to make towards loan modification or other loss mitigation efforts in foreclosure actions pending in South Carolina. The Supreme Court Order identifies the steps that must be taken in order "to insure that the procedures for handling issues related to such efforts are handled uniformly throughout the State." S.C. Admin. Order No. 2011-05-02-01.

30. In Wells Fargo's Motion for Summary Judgment, Wells Fargo seeks summary judgment in the foreclosure action because Defendant has failed to repay amounts owed under the Note and Mortgage. However, Wells Fargo did not present specific evidence—either in writing or by way of oral argument—that demonstrates compliance with the Supreme Court Order. The Court is not making a finding of whether Wells Fargo has in fact complied with the Supreme Court Order; rather, the Court finds that there was no evidence presented to the Court upon which it can make a summary judgment determination. Therefore, Wells Fargo's Motion for Summary Judgment on the underlying Complaint of Foreclosure is DENIED.

31. The foreclosure action will proceed, and if summary judgment is appropriate at some time in the future, the South Carolina Rules of Civil Procedure do not prohibit such a motion.

NOW, THEREFORE, based on the foregoing, the Court hereby GRANTS Plaintiff Wells Fargo Bank, N.A.'s Motion for Summary Judgment on all of Defendant's counterclaims, which are DISMISSED with prejudice. The Court hereby DENIES Plaintiff Wells Fargo Bank, N.A.'s Motion with respect to its Complaint of Foreclosure, and the foreclosure action shall proceed.

AND IT IS SO ORDERED!

3-27-2014

7

 Exhibit 329

STATE OF SOUTH CAROLINA)

COUNTY OF ORANGEBURG)

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N.A.,)

Plaintiff,)

vs.)

Dorothy Sistrunk,)

Defendant.)

Civil Action No. 2008-CP-38-1024

**PLAINTIFF'S MOTION FOR
SANCTIONS**

Plaintiff, Wells Fargo Bank, N.A. ("Wells Fargo") submits this motion for sanctions—including striking Dorothy Sistrunk's ("Defendant") Answer and counterclaims—and for costs and fees for Defendant's failure to obey a court order, for refusing to answer questions at her properly noticed deposition scheduled for March 2, 2012, for refusing to attend and participate in a properly noticed deposition scheduled for May 4, 2012 and then re-scheduled to May 14, 2012, and for unduly delaying this litigation.

INTRODUCTION

Defendant borrowed \$75,000 on December 21, 2007, to finance the purchase of her home and executed a note and mortgage, agreeing to repay the loan. The loan fell into default on or about March 1, 2008, and on June 26, 2008, this foreclosure was filed. Defendant answered the complaint and asserted numerous defenses and counterclaims.

The defenses and counterclaims have primarily centered on what she alleges to be a "falsified appraisal" given to her by the seller of the property. *misrepresentation of a material fact. 5/23/2014 DS*

After initial written discovery, this action was stayed by the South Carolina Supreme Court's Administrative Order NO 2009-05-22-01, filed on May 22, 2009. The

Wingia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

Exhibit 331

action has remained stayed since that time, until August 5, 2011, pursuant to Wells Fargo's compliance with that Administrative Order and a subsequent Administrative Order that the South Carolina Supreme Court entered on May 2, 2011 under No. 2011-05-02-01. Only the deposition of the Defendant's spouse, George Sistrunk, as a third-party witness has been completed.

ARGUMENT

Pursuant to South Carolina Rules of Civil Procedure 37(a), (b), and (d), Wells Fargo hereby moves for an order finding Defendant in contempt of this Court and striking Defendant's answer, dismissing all counterclaims, and awarding attorneys' fees and costs. Alternatively, Defendant requests an order compelling Defendant to attend her deposition and awarding costs and fees.

BACKGROUND

Defendant has made clear that she is not going to attend her deposition, that she has no respect for the Court, and that she does not intend to obey the Court's orders. A brief outline of Wells Fargo's attempts to take Defendant's deposition—and her deliberate refusal to cooperate and follow Court orders—is as follows:

- Following two stays of the foreclosure proceedings pursuant to the South Carolina Supreme Court's Administrative Order, Wells Fargo noticed Plaintiff's deposition to take place on September 21, 2011. (**Exhibit A**, 9/21/11 Notice of Deposition and cover letter.)
- Defendant filed objections, and Wells Fargo moved to compel the deposition.
- The Court held a hearing on December 6, 2011 and, from the bench, granted Wells Fargo's motion to compel the deposition. A written order was signed on

Exhibit 331

March 7, 2012, stating that Defendant "must submit to and attend her deposition."

(**Exhibit B**, Order of the Honorable Diane Schafer Goodstein, 3/7/12.)

- Following the Court's oral order, on February 16, 2012, Wells Fargo noticed Defendant's deposition for the second time. (**Exhibit C**, 2/16/12 Deposition Notice, Subpoena, and cover letter.)
- Again, Defendant filed virtually the same objections and refused to be deposed. On the date of the depositions, March 2, 2012, she appeared but refused to answer any questions. (**Exhibit D**, 3/2/12 Tr. of Dep. of Dorothy Sistrunk.)
- Wells Fargo proceeded with the scheduled deposition of Defendant's husband, George Sistrunk, on March 2, 2012.
- After entry of the Court's Order on March 7, 2012, Wells Fargo served a second notice on Defendant on April 23, 2012 for a scheduled deposition of the Defendant on May 4, 2012. With the notice, Wells Fargo sent a check covering the Defendant's witness fee for her appearance and mileage for the March 2, 2012 deposition even though Defendant refused to answer any questions at the deposition in bad faith and the witness fee and mileage costs for attending the May 4, 2012 deposition. On April 27, 2012, the Defendant again interposed a bad faith objection to the Wells Fargo's deposition and advised that she refused to attend the deposition.
- Because of Defendant's objection, Wells Fargo cancelled the May 4, 2012 deposition and served a third notice of deposition on the Defendant on May 2, 2012 to re-schedule the May 4, 2012 deposition for May 14, 2012. (**Exhibit E**, 5/3/12 Deposition Notice and cover letter.)

Exhibit 331

- In response to Wells Fargo's last deposition notice, Defendant again filed objections in bad faith on May 14, 2012, and this time her objections made clear that she had no respect for the Court's order and intended to ignore any order that she disagrees with, stating, *inter alia*, that "[t]he Court Order the Plaintiff presented is the same 03/07/2012 Court Order that triggered the Defendant's outrage at the Judicial process and the Petition for the Recusal and/or Removal of Judge Diane S. Goodstein. The March 7, 2012 Court Order is based on half-truths and lies. . . . [A]ny attempt by a Judge or Attorney to violate the Rules of Civil Procedure, ignore the Rules of Civil Procedure, abuse the Rules of Civil Procedure, render them of no effect or apply them with partiality and/or bias is a violation of a Judge's Oath of Office." (5/7/12 Objections at ¶¶ 22, 25.)
- On May 8, 2012, Wells Fargo sent Defendant letter warning her of the consequences for failing to attend her deposition in compliance with the Court's order. (**Exhibit F**, 5/8/12 Ltr. to Defendant.)
- On May 14, 2012, counsel for Wells Fargo appeared at location for the deposition at the time noticed. After waiting for Defendant for approximately 48 minutes, counsel put on the record that Defendant failed to appear and returned to his office in Columbia, SC.

ARGUMENT

Rule 30(a) states that a "party may take the testimony of any person, including a party, by deposition upon oral examination." Rule 37(b) calls for sanctions for contempt of Court for failure to obey a Court order:

(b) Failure to Comply With Order.

Exhibit 331

(1) *Sanctions by Court in Circuit Where Deposition Is Taken.* If a deponent fails to be sworn or to answer a question after being directed to do so by the court the failure may be considered a contempt of that court.

(2) *Sanctions by Court in Which Action Is Pending.* If a party . . . fails to obey an order to provide or permit discovery, including an order [compelling discovery], . . . the court in which the action is pending may make such orders in regard to the failure as are just, and among others the following:

(A) An order that the matters regarding which the order was made or any other designated facts shall be taken to be established for the purposes of the action in accordance with the claim of the party obtaining the order;

(B) An order refusing to allow the disobedient party to support or oppose designated claims or defenses, or prohibiting him from introducing designated matters in evidence;

(C) An order striking out pleadings or parts thereof, or staying further proceedings until the order is obeyed, or dismissing the action or proceeding or any part thereof, or rendering a judgment by default against the disobedient party;

(D) In lieu of any of the foregoing orders or in addition thereto, an order treating as a contempt of court the failure to obey any orders except an order to submit to a physical or mental examination;

In lieu of any of the foregoing orders or in addition thereto, the court shall require the party failing to obey the order or the attorney advising him or both to pay the reasonable expenses, including attorney's fees, caused by the failure, unless the court finds that the failure was substantially justified or that other circumstances make an award of expenses unjust.

S.C. R. Civ. P. 37(b); *see also McNair v. Fairfield Cnty.*, 379 S.C. 462, 465, 665 S.E.2d 830, 832 (Ct. App. 2008); *Barnette v. Adams Bros. Logging, Inc.*, 355 S.C. 588, 593, 586 S.E.2d 572, 575 (2003). The South Carolina Court of Appeals has cautioned that “[o]verly lenient sanctions are to be avoided where they result in inadequate protection of

Exhibit 331

discovery.” *Samples v. Mitchell*, 329 S.C. 105, 114, 495 S.E.2d 213, 217-18 (Ct. App. 1997).

Dispositive sanctions require a showing of bad faith, willful disobedience, or gross indifference to discovery rights on the part of the violating party. *See QZO, Inc. v. Moyer*, 358 S.C. 246, 256, 594 S.E.2d 541, 547 (Ct. App. 2004); *Griffin Grading & Clearing, Inc. v. Tire Serv. Equip. Mfg. Co.*, 334 S.C. 193, 199, 511 S.E.2d 716, 719 (Ct. App. 1999). South Carolina courts frequently reiterate that when discovery rights are not afforded, “prejudice must be presumed.” *See, e.g., Conway v. Charleston Lincoln Mercury Inc.*, 363 S.C. 301, 308, 609 S.E.2d 838, 842 (Ct. App. 2005); *Samples*, 329 S.C. at 114, 495 S.E.2d at 217; *Downey v. Dixon*, 294 S.C. 42, 46, 362 S.E.2d 317, 319 (Ct. App. 1987). The burden rests on the party opposing sanctions to demonstrate that its discovery violations did not prejudice the other party. *See Samples*, 329 S.C. at 114, 495 S.E.2d at 217. Finally, although pro se litigants are entitled to some deference from courts, “they as well as other litigants are subject to the time requirements and respect for court orders with which effective judicial administration would be impossible.” *Ballard v. Carlson*, 882 F.2d 93, 96 (4th Cir. 1989); *see also Pack v. South Carolina Wildlife & Marine Resources Dept.*, 92 F.R.D. 22, 25 (D.S.C. 1981) (recognizing that pro se litigants “must meet certain standards” which include “a good faith attempt to comply with the rules of discovery”); *State v. Burton*, 356 S.C. 259, 265 n. 5, 589 S.E.2d 6, 9 n.5 (2003) (“A pro se litigant who knowingly elects to represent himself [or herself] assumes full responsibility for complying with substantive and procedural requirements of the law.”).

Applying those rules to this case, the requested sanctions are fair, given Defendant’s knowing and deliberate contempt of this Court and awareness of the

Exhibit 331

consequences. Defendant undisputedly failed to participate in the March 2, 2012 deposition and refused to appear at the deposition scheduled for May 4, 2012 and re-scheduled for May 14, 2012. Defendant did not obtain a protective order from this Court excusing her attendance at any deposition, and in fact, she has no grounds for a protective order. Rather, Defendant has done exactly what the rules do not allow—she has ignored the Court, insulted Plaintiff's counsel, refused to comply with the notices, twice caused Wells Fargo's counsel to travel to Orangeburg and incur court reporter and travel costs, and put the burden on Wells Fargo to file a motion to compel. This intentional conduct is without justification, has brought the case to a complete halt, prejudiced Plaintiff, and has been for no good reason except for delay and to stop the judicial process. Defendant's disregard of the Court's orders and discovery abuse must end.

CONCLUSION

For all the foregoing reasons, this motion should be granted, and the Court should enter an Order striking Defendant's answer and counterclaims and assessing reasonable fees and costs. In the alternative, Wells Fargo respectfully requests that Defendant be required to pay reasonable fees and costs, that the Court order Defendant to attend a deposition scheduled for her by Wells Fargo, and that Defendant's failure to attend the next deposition scheduled for her constitutes grounds for dismissal of any and all counterclaims alleged in this action with prejudice.

Pursuant to Rule 11(a), counsel certifies that he has not communicated with the Defendant prior to filing this objection because the Defendant is *pro se*.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

Exhibit 331

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: Brian A. Calub

Elizabeth Scott Moise

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Attorneys for Wells Fargo Bank, N.A.

Columbia, South Carolina

May 15, 2012

Exhibit 331

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

)
) IN THE COURT OF COMMON PLEAS
) FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N.A.,

)
) Plaintiff,
)

vs.

Dorothy Sistrunk,

)
) Defendant.
)
)

Civil Action No. 2008-CP-38-1024

PLAINTIFF WELLS FARGO BANK,
N.A.'S MOTION FOR SUMMARY
JUDGMENT

Pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, Plaintiff Wells Fargo Bank, N.A. ("Wells Fargo") moves for summary judgment on all claims and counterclaims in this matter.

INTRODUCTION

This case concerns a contested foreclosure action between a bank, Wells Fargo, and a borrower, Dorothy Sistrunk ("Defendant"). Defendant challenges the enforceability of her note and mortgage (sometimes collectively referred to as the "Mortgage Loan") to Wells Fargo. Defendant admits that she could afford to make the monthly payments required by the Mortgage Loan, but she refuses to repay that loan under its current terms because of purported bad acts by the seller and appraiser of her home. Critically, Defendant admits that she has no evidence

showing that Wells Fargo knew or participated in the alleged misrepresentations that were made by the seller and appraiser as alleged in her counterclaims.

Defendant believes that the seller and appraiser conspired to mislead her to believe that (a) certain repairs and other improvements would be made to her home before closing and (b) if such repairs were not completed, then the sale price for the home would be reduced at closing.

ATTEST: TRUE COPY
Wingia B. Clark
CLERK OF COURT

Exhibit 332

Defendant also alleges that the appraiser did not accurately describe the collateral for the Mortgage Loan, and therefore, the appraisal was fraudulent.

Thus, in response to Wells Fargo's foreclosure complaint, Defendant alleged the following counterclaims,¹ which are all based upon the allegation that the Mortgage Loan is unenforceable because of alleged malfeasance by the seller and appraiser:

- Violation of the Fair Credit Reporting Act ("FCRA");
- Unjust enrichment;
- Willful intent to participate in and perpetuate mortgage, bank, insurance, and securities fraud or a predatory lending scheme advanced through falsified documents;
- Gross negligence and inherent negligence;
- Failure to exercise due diligence;
- Concealment of a material fact and cover up;
- Failure to exercise a fiduciary responsibility as a bank;
- Unfair lending and banking practices;
- Failure to safeguard the financial interest of customers, clients, and investors by accepting, using, or basing decisions upon falsified documents after alleged facts are known;
- Infliction of emotional distress; and
- Rescission of the loan contract under the Truth-In-Lending Act ("TILA") and money damages.

Because Defendant has admitted that she has no evidence showing that the seller and appraiser are affiliated or employed by Wells Fargo or that Wells Fargo was directly involved with their acts, Wells Fargo is neither vicariously nor directly liable for any of the counterclaims alleged.

¹ Wells Fargo objects to Defendant's attempt to allege any other causes of action outside what she has pleaded in her First Amendment to Answer to Complaint with Counterclaims. Defendant has not amended her pleadings since she filed the First Amendment to Answer to Complaint with Counterclaims on July 31, 2008.

Consequently, Wells Fargo should be awarded summary judgment as to all counterclaims. Finally, because Defendant has admitted that she stopped paying amounts due under the Mortgage Loan and admits that she can afford to make those payments, Wells Fargo should also be awarded summary judgment for its foreclosure action.

UNDISPUTED FACTS

1. Defendant is a college graduate who is currently employed by the Orangeburg Area Mental Health Center as a professional counselor.²

2. Defendant has no specific training, experience, or knowledge in appraising real property.³

3. Around early October 2007, Defendant and her family needed new housing because they refused to be responsible for costs associated with yard work for a home that Defendant and her family rented at 574 Coburg Lane, Orangeburg, South Carolina.⁴ Defendant and her family also needed to move because their landlord was planning to sell the property that Defendant rented.⁵

4. In response to an advertisement in a local newspaper, Defendant's husband contacted Thomas Jacobs ("Jacobs" or sometimes "seller") to inquire about various properties that he had for sale.⁶

5. After Defendant's husband looked at several houses with Jacobs, her husband decided that the family needed to purchase a home located at 423 Bayne Street in Orangeburg, South Carolina ("423 Bayne Street").⁷

² Exhibit 1, Dep. of Dorothy Sistrunk at 10:5-25.

³ *Id.* at 109:16-19.

⁴ *Id.* at 53:19-54:13.

⁵ Exhibit 2, Dep. of George Sistrunk at 12:24-13:1.

⁶ *Id.* at 14:16-15:4.

6. Defendant alleges that during negotiations for purchasing 423 Bayne Street, Jacobs advised that he would make various repairs to 423 Bayne Street before closing, and if such repairs were not made, then the purchase price for that property would be lowered at closing.⁸

7. Defendant admits that neither she nor her husband advised Wells Fargo of any of the representations that Jacobs made to them.⁹ Further, Defendant has no evidence of Jacobs or Jim H. Austin, III (“Austin” or sometimes “appraiser”) notifying Wells Fargo of Jacobs’s representations to Defendant and her husband.¹⁰

8. Prior to closing, Defendant’s husband began to clean and make repairs to 423 Bayne Street.¹¹

9. In the month prior to closing, Defendant and her family moved into 423 Bayne Street.¹²

10. Prior to closing, on November 26, 2007, Defendant signed a Notice of Right to Receive a Copy of Appraisal.¹³ Defendant also signed a contract for sale, as a buyer, for 423 Bayne Street.¹⁴ The contract of sale is countersigned by the seller, Thomas Jacobs.¹⁵

11. Prior to closing, Defendant and her husband believed 423 Bayne Street was worth anywhere from \$13,000 to \$32,000.¹⁶

⁷ **Exhibit 1**, Dep. of Dorothy Sistrunk at 58:15-20.

⁸ *Id.* at 212:23 to 213:12.

⁹ *Id.* at 213:13-23.

¹⁰ *Id.* at 214:11-21.

¹¹ **Exhibit 2**, Dep. of George Sistrunk at 28:9-23.

¹² **Exhibit 1**, Dep. of Dorothy Sistrunk at 53:5-10.

¹³ *Id.* at 28:8-20; *see also* **Exhibit 3**, a true and correct copy of Notice to Applicant of Right to Receive Copy of Appraisal Report, signed by Ms. Sistrunk and dated 11/26/07.

¹⁴ **Exhibit 1**, Dep. of Dorothy Sistrunk at 12:7-13:3.

¹⁵ *See* **Exhibit 4**, Contract of Sale.

¹⁶ **Exhibit 1**, Dep. of Dorothy Sistrunk at 108:5-109:7; 79:21-25; 80:5-9; *see also id.* at 65:12-21.

12. Austin authored an appraisal that list the value for 423 Bayne Street at \$75,000.¹⁷

13. Defendant did not rely on Austin's appraisal because she never saw it before closing.¹⁸ She also admits that she has no evidence that Well Fargo made or played any role in creating the appraisal authored by Austin.¹⁹

14. Defendant contests the sales price listed on the sales contract that she signed with the seller, and she believes that various alterations to the sales contract were made after she signed it.²⁰

15. Defendant admits that she does not know who altered the sales contract, and she does not accuse anyone at Wells Fargo for being responsible for any alterations.²¹

16. The loan closed on December 21, 2007.²² Deborah Galloway, Defendant's lawyer, attended the closing and answered questions from Defendant.²³

17. At the loan closing, Defendant signed a note in the principal sum of \$75,000.²⁴ In pertinent part, the Note states as follows:

In return for a loan that I have received, I promise to pay U.S. \$75,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is WELLS FARGO BANK, N.A.²⁵

18. Defendant secured her repayment obligations under the note by executing a 30-year fixed-rate mortgage that encumbers 423 Bayne Street.²⁶ The mortgage is properly recorded

¹⁷ See **Exhibit 5**, Austin Appraisal and Cert. of Completion.

¹⁸ **Exhibit 1**, Dep. of Dorothy Sistrunk at 110:7-111:11.

¹⁹ *Id.* at 97:4-6; 97:7-11; 98:13-25.

²⁰ *Id.* at 76:3-77:3.

²¹ *Id.*

²² *Id.* at 63:20-23.

²³ *Id.* at 83:4-24.

²⁴ *Id.* at 16:14-18:7; 51:4-17; 51:18-52:2; see also **Exhibit 6**, a true and correct copy of Fixed Rate Note, signed by Ms. Sistrunk and dated 12/21/07.

²⁵ See **Exhibit 6**, Fixed Rate Note, at 1.

with the Orangeburg County Register of Deeds and is a first lien encumbrance on 423 Bayne Street.²⁷

19. Although her husband negotiated all aspects of purchasing 423 Bayne Street with the seller, Defendant closed on December 21, 2007 without her husband's attendance at the closing because she trusted the seller.²⁸

20. Defendant admits that Wells Fargo is the owner and holder of the note and mortgage identified in Wells Fargo's foreclosure complaint.²⁹

21. On December 27, 2007, Defendant attempted to send a written facsimile to Wells Fargo that stated "Note This Is Not A Formal Request To Cancel Only A Notification and the Reasons Why."³⁰

22. On January 9, 2008, Defendant sent another written facsimile to her attorney, the seller, and a mortgage broker from Golden State Mortgage stating, "I have decided not to cancel loan with Wells Fargo."³¹

23. On January 9, 2008, Defendant requested a copy of the appraisal for 423 Bayne Street from both her closing attorney and mortgage broker David Terrell of Golden Gate Mortgage.³²

24. She received the appraisal on January 12, 2008.³³ When she saw the appraisal, she believed it was incorrect.³⁴

²⁶ **Exhibit 1**, Dep. of Dorothy Sistrunk at 19:21-22:12; *see also* **Exhibit 7**, a true and correct copy of Mortgage, signed by Ms. Sistrunk and dated 12/21/07.

²⁷ *See* **Exhibit 7**, Mortgage, at 1.

²⁸ **Exhibit 1**, Dep. of Dorothy Sistrunk at 81:22-25; 82:3-13.

²⁹ *See* **Exhibit 8**, Wells Fargo Affidavit.

³⁰ **Exhibit 9**, Fax Memo dated 12/27/07.

³¹ **Exhibit 10**, Fax Memo dated 01/09/08.

³² *Id.* at page 3, ¶ 3.

³³ *Id.*

25. When she received the appraisal, Defendant called Wells Fargo, but did not attempt to cancel the loan: “[M]y thing was to Wells Fargo at that time, I didn’t have a problem paying them. I told them the appraisal just did not match the house, okay?”³⁵

26. Defendant has made only two payments since entering into the loan and has made no mortgage payments since that time.³⁶ She and her husband have lived in 423 Bayne Street since closing without making any payments since February 2008.³⁷

27. Defendant has never paid the taxes and insurance on 423 Bayne Street, so Wells Fargo has paid them since her purchase.³⁸

28. Defendant’s claims of alleged fraud arose from the actions of the seller Thomas Jacobs or appraiser Jim Austin.³⁹

29. Defendant admits she has no evidence linking Wells Fargo to the actions of the seller or appraiser.⁴⁰

30. In fact, Defendant believes that Wells Fargo was also victimized by the seller and appraiser.⁴¹

31. Defendant felt that Wells Fargo “should have taken more of an interest” in her concerns and investigated her allegations of the seller’s and appraiser’s actions.⁴²

32. Defendant also bases her claims on Wells Fargo’s failure to cancel her loan under Regulation Z or stop payment on the check disbursed to the seller at closing.⁴³

³⁴ **Exhibit 1**, Dep. of Dorothy Sistrunk at 91:15-92:19.

³⁵ *Id.* at 92:16-19.

³⁶ *Id.* at 139:15-25; 141:18-25.

³⁷ **Exhibit 8**, Wells Fargo Aff.

³⁸ **Exhibit 1**, Dep. of Dorothy Sistrunk at 140:1-10; **Exhibit 8**, Wells Fargo Aff.

³⁹ **Exhibit 1**, Dep. of Dorothy Sistrunk at 99:3-10; 112:9-113:8; 114:14-25 to 117:8-118:1; 118:16-21.

⁴⁰ *Id.* at 101:23 to 102:11; 103:4-12; 104:10-12; 120:9-11.

⁴¹ *Id.* at 105:2-22.

⁴² *Id.* at 118:22-119:9; 119:21-25; 120:1-4; 125:17-22.

33. Defendant told Wells Fargo that she would repay the loan if Wells Fargo met the following two conditions that she imposed: (1) Wells Fargo could repair the house to match the appraisal or (2) reduce the amount she had to repay from the \$75,000 she borrowed to \$30,000.⁴⁴

34. Defendant admits that she has the financial ability to repay the Mortgage Loan under its existing terms, but she stopped making payments because the Defendant believed that Austin's appraisal failed to evaluate the existing condition of 423 Bayne Street.⁴⁵

35. Defendant still claims that she would repay the loan if Wells Fargo would "cancel the loan and restart it over" with a new appraisal because she is not going to "participate in a fraud."⁴⁶

STANDARD FOR DECISION

Summary judgment is warranted when no material facts are in contest and the movant is entitled to a judgment as a matter of law. *McNaughten-McKay Elec. v. Andrich*, 324 S.C. 275, 279, 482 S.E.2d 564, 566 (Ct. App. 1997). On summary judgment motions, evidence and factual inferences are viewed in a light most favorable to the non-movant. *Bankers Trust Co. v. Braten*, 317 S.C. 547, 551, 455 S.E.2d 199, 201 (Ct. App. 1995). The movant must initially assert the basis for the motion but is not required to negate his opponent's claim; the burden may be discharged by demonstrating a lack of evidence supporting a particular issue in the non-movant's case. *Richardson v. The State Record Co., Inc.*, 330 S.C. 562, 566, 499 S.E.2d 822, 824-25 (Ct. App. 1994). When a summary judgment motion is properly made and supported under Rule 56, S.C. R. Civ. P., the non-movant must demonstrate the existence of a triable issue of fact. *Peterson v. West American Ins. Co.*, 336 S.C. 89, 94, 518 S.E.2d 608, 610-11 (Ct. App. 1999). If

⁴³ *Id.* at 127:2-18.

⁴⁴ *Id.* at 122:20-123:24.

⁴⁵ *Id.* at 209:20-210:16.

⁴⁶ *Id.* at 128:13-20.

the evidence submitted by the non-movant is merely colorable, summary judgment should be granted. A trial, after all, is not an entitlement; it exists to resolve what “reasonable minds” recognize as real factual disputes. *Thompkins v. Festival Centre Grp.*, 306 S.C. 193, 194, 410 S.E.2d 593, 593-94 (Ct. App. 1991).

ARGUMENT

For the following reasons, Wells Fargo should be granted summary judgment for all of the counterclaims alleged by Defendant in her First Amendment to Answer to Complaint with Counterclaims:

I. ALL COUNTERCLAIMS MUST BE DISMISSED BECAUSE DEFENDANT CANNOT PROVE A FRAUD CLAIM AGAINST WELLS FARGO.

All of Defendant’s claims are based on an alleged “fraudulent appraisal” that Defendant admits Wells Fargo had no participation in drafting.

To prevail on a claim against Wells Fargo for actual fraud, Defendant must prove the following elements: (1) a representation by Wells Fargo; (2) its falsity; (3) its materiality; (4) Wells Fargo’s knowledge of its falsity or a reckless disregard for its truth or falsity; (5) Wells Fargo’s intent that Defendant act upon the representation; (6) Defendant’s ignorance of its falsity; (7) Defendant’s reliance on its truth; (8) Defendant’s right to rely thereon; and (9) Defendant’s consequent and proximate injury. *See McLaughlin v. Williams*, 379 S.C. 451, 456, 665 S.E.2d 667, 670 (Ct. App. 2008) (affirming summary judgment on fraud claim because no reliance). “Failure to prove any element of fraud is fatal to the action.” *Robertson v. First Union Nat’l Bank*, 350 S.C. 339, 348, 565 S.E.2d 309, 314 (Ct. App. 2002).

Critically, Defendant admits that before she closed her mortgage loan, she had no communications or dealings with Wells Fargo and that she only communicated with Wells Fargo *after* closing her loan. Because Wells Fargo never communicated anything to Defendant before

she closed her loan, she could not have relied on communications from Wells Fargo before closing her Mortgage Loan. Accordingly, all of Defendant's claims must fail in the absence of any evidence revealing misrepresentation by Wells Fargo upon which Defendant relied to close the Mortgage Loan at issue in this case.

A. Defendant cannot recover against Wells Fargo because it did not participate in the alleged fraud.

Even if Defendant had proved that the appraisal was fraudulent, no claim for fraud can be maintained against a party not involved in the fraud. *See Moseley v. All Things Possible*, 388 S.C. 31, 694 S.E.2d 43 (Ct. App. 2010) (reversing trial court's finding that seller of real property was guilty of fraud in sale based on falsified plat when there was no evidence that he personally committed fraud); *Herrod v. First Republic Mortg. Corp.*, 625 S.E.2d 373 (W. Va. 2005) (granting summary judgment to lender on fraud claim when allegations show only that the broker committed the allegedly fraudulent acts); *see also Gordon v. Busbee*, 397 S.C. 119, 723 S.E.2d 822 (Ct. App. 2012) (holding that directed verdict for certain defendants was proper when plaintiff presented no evidence of fraud by those defendants).

Here, the uncontroverted evidence shows that Wells Fargo was not a party to any alleged fraud. Defendant admitted that Wells Fargo has not committed any act of fraud. Instead, Defendant alleges that the seller and appraiser committed the acts. Moreover, Defendant admits that the seller and appraiser have no ties to Wells Fargo. In fact, Defendant believes that Wells Fargo was also victimized by the seller and appraiser.

B. Defendant cannot recover against Wells Fargo because she had actual knowledge of any alleged falsity in the appraisal and took no steps to protect herself.

If a plaintiff knows that a misrepresentation is false, she cannot recover for fraud. *See Moorhead v. First Piedmont Bank & Trust*, 273 S.C. 356, 359, 256 S.E.2d 414, 416 (1979). In

Moorhead, the South Carolina Supreme Court affirmed the trial court's directed verdict to a bank for alleged fraud concerning real property purchased by the plaintiff. The buyer could not prove falsity, among other things, because "the record is replete of [the buyer's] knowledge of the title and value of the real estate involved." *Id.*; see also *Lundy v. Palmetto State Life Ins. Co.*, 256 S.C. 506, 516, 183 S.E.2d 335, 340 (1971) (reversing trial court's denial of directed verdict because the plaintiff had actual knowledge of the falsity if the representation made).

Further, "one cannot rely upon misstatement of facts, if the truth is easily within his reach." *O'Shields v. Southern Fountain Mobile Homes, Inc.*, 262 S.C. 276, 204 S.E.2d 50 (1974). In *O'Shields* the court addressed a case in which the plaintiff sued for fraud when the seller delivered a mobile home that was a different model from that which was promised. Specifically, the seller promised several features in the home, but failed to deliver a home with those specific features. The court held that the record failed to show that the buyers were ignorant of the omitted features in the home or that they relied on the seller's representations; nevertheless, the buyers accepted delivery without objection. The South Carolina Supreme Court reversed the trial court's failure to direct a verdict in favor of the seller "because [the buyers] were fully aware of the falsity of the statements and had every opportunity to protect their interests." *Id.* at 282, 204 S.E.2d at 52.

In this case, Defendant admits she did not believe that the appraisal was accurate. Furthermore, she lived in the home prior to the closing, so she had first-hand observations of the condition of the house. Also, she could have had an appraisal done herself and discovered any misstatements made by others. Further, even taking her allegations as true, if the sales contract that she signed at closing was inaccurate, she could have refused to sign it or even refused to execute the note and mortgage, which obligate Defendant to repay Wells Fargo for the \$75,000

that funded her purchase of 423 Bayne Street. Wells Fargo was not at the closing and could not have been expected to protect her when she did not take any steps that she easily could have taken to protect herself by simply reading the loan documents that she signed.

C. **Defendant cannot recover against Wells Fargo because she admits that she did not rely on the appraisal.**

Summary judgment on a fraud claim is proper when the plaintiff did not rely on the alleged fraudulent representations. For example, in *Schnellmann v. Rottger*, 368 S.C. 17, 627 S.E.2d 742 (Ct. App. 2007), the court affirmed summary judgment in a case involving fraud claims involving a real estate agent's misstatements to the buyer about the square footage of the house. The trial court granted summary judgment to the real estate agent because any reliance by the buyers was unreasonable since they could have discovered the misstatement by requesting a copy of the appraisal or by having someone come measure the property at issue. Instead, the buyers viewed the property and proceeded without determining the exact square footage on their own. Therefore, any reliance was unreasonable. *Id.* at 21, 627 S.E.2d at 745.

Additionally, in *Robertson v. First Union National Bank*, 350 S.C. 339, 348, 565 S.E.2d 309, 314 (Ct. App. 2002), the Court of Appeals affirmed summary judgment in favor of a lender on claims based on an allegedly fraudulent appraisal. In that case, as here, the borrowers claimed that the property's value had been overestimated and caused them harm. The *Robertson* court, however, disagreed with plaintiffs and held that the borrowers did not meet the elements for fraud because the borrowers testified in their depositions that they did not rely on the appraisal. Further, the *Robertson* court stated that it was implausible that the bank would participate in a fraudulent scheme directly contrary to its own interests. ("We can think of no logical reason why Bank would make it a practice to intentionally make loans for an amount in excess of the

collateral's value and risk substantial losses in the event of default.”). *Id.* at 351, 565 S.E.2d at 315.

In this case, Defendant testified that she did not rely on the appraisal and that she never believed that the appraisal was accurate. Further, she did not see the appraisal until after the loan was closed, so she could not have relied on it before purchasing 423 Bayne Street and executing the note and mortgage. In summary, Defendant has failed to prove any element of fraud—or even that fraud occurred—and all her claims fail as a result.

II. FCRA CLAIMS MUST BE DISMISSED BECAUSE (A) THERE IS NO PRIVATE RIGHT OF ACTION UNDER THE FCRA FOR TRANSMISSION OF PURPORTED INACCURATE CREDIT INFORMATION AND (B) DEFENDANT CANNOT PROVE A PRIVATE ACTION UNDER 15 U.S.C. § 1681s-2(b) OF THE FCRA.

A. There is no private right of action for any alleged transmission of purported inaccurate credit information.

The FCRA counterclaim fails as matter of law because it is based in part upon the allegation that Wells Fargo furnished inaccurate credit information about Defendant to credit reporting agencies (“CRAs”).⁴⁷ 15 U.S.C. § 1681s-2(a) prohibits furnishers of credit information, such as Wells Fargo, from transmitting inaccurate credit information to CRAs. *See* 15 U.S.C. § 1681s-2(a)(1)(A) (“A person shall not furnish any information relating to a consumer to any consumer reporting agency if the person knows or has reasonable cause to believe that the information is inaccurate.”).

Congress, however, expressly limited a furnisher's liability under § 1681s-2(a) by prohibiting private suits under that portion of the FCRA. *See id.* 1681s-2-(c)(1) (“Except as provided in section 1681s(c)(1)(B)], sections 1681n and 1681o of this title do not apply to any violation of—(1) subsection (a) of this section, including any regulations issued thereunder....”);

⁴⁷ Def. First Am. Ans. to Compl. with Counterclaims at ¶ 56-III.

see also *Chiang v. Verizon New England, Inc.*, 595 F.3d 26, 35 (1st Cir. 2010) (“Congress expressly limited furnishers’ liability under § 1681s-2(a) by prohibiting private suits for violations of that portion of the statute.”). Consequently, Defendant has no private right of action for any alleged FCRA violation that arises from any purported transmission of inaccurate credit information to CRAs.

B. Defendant lacks any evidence to prove a private right of action under 15 U.S.C. § 1681s-2(b).

Although a private right of action has been recognized under the provisions of 15 U.S.C. § 1681s-2(b), Defendant fails to present any evidence to support such a claim under the FCRA. Section 1681s-2(b) “outlines a furnisher’s duties when a consumer disputes the completeness or accuracy of information in their credit report.” *Chiang*, 595 F.3d at 35. Section 1681s-2(b) requires a claimant to show a “*factual* inaccuracy, rather than the existence of disputed legal questions” because furnishers of credit information, such as Wells Fargo, are “neither qualified nor obligated to resolve matters that turn on questions that can only be resolved by a court of law.” *Id.* at 38 (quoting *DeAndrade v. Trans Union LLC*, 523 F.3d 61, 68 (1st Cir. 2008) (internal brackets omitted) (emphasis theirs)).

Defendant’s FCRA claim fails as a matter of law because Defendant cannot satisfy the requirements of § 1681s-2(b) by proving a factual credit report inaccuracy that a reasonable investigation might have uncovered. *Id.* at 41. In her FCRA counterclaim, Defendant alleges that Wells Fargo did not report that she suspended her mortgage payments because of “[s]uspected [m]ortgage [f]raud[,] [p]redatory [l]ending[, and] [p]otential [i]nsurance [f]raud.”⁴⁸ Such allegations are clearly “disputed legal questions” that “can only be resolved by a court of law” because they require a determination of liability for mortgage fraud, predatory lending, and

⁴⁸ See *id.* at ¶¶ 57-III & 59-III.

insurance fraud against the seller and appraiser. Thus, no reasonable investigation short of trial in a court of law could have resolved Defendant's allegations of inaccurate credit reporting.

Accordingly, the FCRA counterclaim fails, and Wells Fargo is entitled to summary judgment. *See id.* at 41 (affirming award of summary judgment because plaintiff's FCRA claim was nothing more than an argument "that any investigation that did not accept [plaintiff's] allegations as accurate was by definition unreasonable").

III. THE COUNTERCLAIM FOR UNJUST ENRICHMENT MUST BE DISMISSED BECAUSE WELLS FARGO IS ENTITLED TO COLLECT AMOUNTS OWED UNDER THE NOTE SIGNED BY DEFENDANT.

Defendant cannot prove a claim for unjust enrichment because she cannot prove that she conferred upon Wells Fargo a benefit that would be unjust for Wells Fargo to retain. A party may recover for unjust enrichment by proving "(1) a benefit conferred upon the defendant by plaintiff; (2) realization of that benefit by defendant; and (3) [that] retention by defendant of the benefit under conditions that make it unjust for him to retain it without paying its value." *See Pitts v. Jackson Nat'l Life Ins. Co.*, 352 S.C. 319, 337-40, 574 S.E.2d 502, 511-12 (Ct. App. 2002) (affirming grant of summary judgment for insurer on insured's claim of unjust enrichment).

The undisputed facts of this case prove that Defendant borrowed \$75,000.00 to purchase 423 Bayne Street pursuant to the note that she signed at closing. Defendant admits to making a few payments, but she stopped making payments owed under the note when she unilaterally decided that the price paid for 423 Bayne Street was too high. Defendant also admits that she has no evidence establishing that Wells Fargo played any role in setting the purchase price for 423 Bayne Street. These undisputed facts make clear that Defendant has not conferred any benefit upon Wells Fargo. Consequently, Wells Fargo should be awarded summary judgment for Defendant's unjust enrichment counterclaim.

Moreover, there is nothing unjust about Wells Fargo's collection of payments from Defendant that were based on a written contract. *See Charleston County Sch. Dist. v. Laidlaw Transit, Inc.*, 348 S.C. 420, 529 S.E.2d 362 (Ct. App. 2001) (dismissing extra-contractual counterclaims where defendant's allegations established a written contract governing the parties rights and obligations to each other).

Here, Wells Fargo's collection of any payments pursuant to the note is a contractual right that Defendant expressly granted to Wells Fargo by signing the note. To this end, Defendant may not assert a claim for unjust enrichment under South Carolina law because her note to Wells Fargo establishes the right to collect amounts loaned to Defendant.

IV. THE COUNTERCLAIM FOR NEGLIGENCE AND GROSS NEGLIGENCE FAILS AS A MATTER OF LAW BECAUSE (A) WELLS FARGO OWES NO DUTY TO DEFENDANT AND (B) WELLS FARGO'S RELIANCE ON THE APPRAISAL DID NOT CAUSE ANY DAMAGES.

The elements of negligence are (1) duty, (2) breach, (3) proximate cause, and (4) injury. *Carolina Chloride, Inc. v. Richland County*, 394 S.C. 154, 163, 714 S.E.2d 869, 873 (2011). Defendant's claim for negligence fails because Wells Fargo owes no duty to Defendant and Wells Fargo's actions did not cause Defendant's alleged damages.

A. The negligence and gross negligence counterclaims fail because Wells Fargo owes no duty to Defendant.

To support a claim for negligence, a claimant must show a "special relationship" between the claimant and the alleged tortfeasor that gives rise to a duty. Absent a "special relationship" between a lender and a borrower, the lender owes no duty to the borrower. *See, e.g., Andrade v. Johnson*, 356 S.C. 238, 245, 588 S.E.2d 588, 592 (2003) (stating "[i]t is essential to liability for negligence that the parties have some relationship recognized by law to support the duty owed by the tortfeasor").

Courts in South Carolina and throughout the United States have consistently refused to impose a special duty of care between a borrower and lender in the context of a normal banking relationship. *See, e.g., Regions Bank v. Schmauch*, 354 S.C. 648, 670–71, 582 S.E.2d 432, 443 (Ct. App. 2003) (holding the borrower “was not in a vulnerable position, and the bank owed her no special duty of care”); *Nelson v. Production Credit Ass’n of the Midlands*, 930 F.2d 599, 605 (8th Cir. 1991) (“Court would not impose a duty on a lender to use reasonable care in making a loan.”); *Parker v. Columbia Bank*, 604 A.2d 521, 535 (Md. Ct. Spec. App. 1992) (“[A] lender owes no duty of care to its borrower”); *Baskin v. Mortgage & Trust, Inc.*, 837 S.W.2d 743, 747–48 (Tex. App. 1992) (“Regarding [lender’s] liability for its own negligence, if any, the relationship between a borrower and its lender generally does not create a fiduciary duty or impose a duty of good faith and fair dealing”); *Commercial Nat’l Bank v. Audubon Meadow P’ship*, 566 So. 2d 1136, 1140 (La. Ct. App. 1990) (“[W]e find no source of a duty in tort which would impose liability upon the bank.”).

Accordingly, because Wells Fargo owed no duty to Defendant, her negligence claim fails as a matter of law.

B. Any reliance on the appraisal for 423 Bayne Street cannot be the cause of any damages alleged.

To show the defendant was the proximate cause of the injury, the plaintiff must establish the defendant was both the cause-in-fact and the legal cause of the injury. *Mellen v. Lane*, 377 S.C. 261, 278, 659 S.E.2d 236, 245 (Ct. App. 2008). The cause-in-fact requirement is proved by showing the injury would not have occurred but for the defendant’s negligence. *Id.* The legal cause requirement is proved by establishing the plaintiff’s injury was foreseeable. *Id.* at 278–79, 659 S.E.2d at 245.

Defendant admitted that she would have paid her monthly mortgage payments of \$668.00 per month if the repairs and improvements had been paid:

Q. You wouldn't mind paying a little bit over that for the insurance and taxes, over \$300. You're talking principal and interest payment needs to be \$300.

A. Right. Because even though this was \$668, I paid, I think, the first two payments. As you can see, I paid those payments. I only suspended payments after I got the appraisal and I found out, wait a minute, this is not – something is wrong here. But if everything would have been according to the appraisal, I would have continued to pay that \$668, if everything was as that appraisal stated.

Q. With the deck repairs, whatever—

A. Yes.

Q. —the certificate of completion—

A. If all of that stuff was correct, Wells Fargo wouldn't have had any problem out of me paying them that \$668 a month. I would have continued to pay it. I didn't have a problem with paying that.⁴⁹

Here, Defendant's testimony establishes that the seller's failure to make the repairs to 423 Bayne Street as indicated in the appraisal that Wells Fargo used to underwrite her mortgage—rather than the appraisal itself—is the cause-in-fact of Defendant's alleged damages. To this end, the content of the appraisal cannot be the cause-in-fact of Defendant's damages because if the seller or anyone else made the improvements and repairs noted in the appraisal, Defendant admits that she would have made the monthly payments due on the note.

Additionally, Defendant admits that it was not until after closing on February 5, 2008 that Wells Fargo first became aware of her suspicions that the appraisal at issue was falsified.⁵⁰

⁴⁹ Exhibit 1, Dep. of Dorothy Sistrunk at 209:20-210:15.

⁵⁰ Def. First Am. Ans. to Compl. with Counterclaims at ¶ 83-VI ("After February 5, 2008, the Plaintiff's personnel handling the complaints and allegations knew this document was suspected of being falsified, but still insisted on using it, protecting it, and defending it.")

Under this undisputed fact, Wells Fargo's reliance on the appraisal used to underwrite Defendant's mortgage cannot be the legal cause of any damages because Wells Fargo had no way of knowing that any of the disclosures in the appraisal were inaccurate or false *before* closing. Therefore, Wells Fargo could not have foreseen that reliance on the appraisal used to underwrite Defendant's loan could have caused any damages. Consequently, for the foregoing reasons, Wells Fargo is entitled to summary judgment on the negligence and gross negligence counterclaim.

V. COUNTERCLAIMS FOR (1) FAILURE TO EXERCISE DUE DILIGENCE, (2) FAILURE TO EXERCISE FIDUCIARY RESPONSIBILITY, AND (3) FAILURE TO SAFEGUARD FINANCIAL INTEREST OF CUSTOMERS MUST BE DISMISSED BECAUSE WELLS FARGO OWES NO FIDUCIARY DUTIES TO DEFENDANT.

Whether a fiduciary relationship should be imposed between two classes of people is a question for the court. *Hendricks v. Clemson University*, 353 S.C. 449, 459, 578 S.E.2d 711, 715 (2003). A fiduciary relationship "exists when one reposes special confidence in another, so that the latter, in equity and good conscience, is bound to act in good faith and with due regard to the interests of the one reposing confidence." *Id.* (quoting *O'Shea v. Lesser*, 308 S.C. 10; 15, 416 S.E.2d 629, 631 (1992)). It cannot be created unilaterally and the other party must "have actually accepted or induced the confidence placed in him." *Regions Bank v. Schmauch*, 354 S.C. 648, 670-71, 582 S.E.2d 432, 444 (Ct. App. 2003). Under South Carolina law, the normal relationship between a bank and its customer is not fiduciary in nature. *Id.* at 671, 582 S.E.2d at 444.

Several courts around the country have held that no fiduciary relationship exists between a mortgage debtor and mortgage lender or servicer. *See, e.g., Velasquez v. Chase Home Fin. LLC*, No. 10-01641, 2011 U.S. Dist. LEXIS 4097, at *9-10 (N.D. Cal. Jan. 10, 2011) (dismissing the plaintiff's fiduciary duty claim, with prejudice, noting there were no facts

showing defendants “stepped beyond the traditional role of a money lender or mortgage servicer and, thereby, created a special fiduciary duty to plaintiff”); *Kevelighan v. Trott & Trott, P.C.*, 771 F. Supp. 2d 763, 779 (E.D. Mich. 2010) (dismissing plaintiffs’ breach of fiduciary duty claims against several defendants, including the loan servicer, noting that there is “no reason to stray from the general rule that no fiduciary duties arise in the lender-borrower context”); *Cairns v. Ohio Sav. Bank*, 109 Ohio App. 3d 644, 649 (Ohio Ct. App. 1996) (holding the trial court “appropriately dismissed the appellants’ claim for breach of fiduciary duty” because the relationship is not one that is fiduciary in nature).

“South Carolina holds the normal relationship between a bank and its customer is one of creditor-debtor and not fiduciary in nature.” *Regions*, 354 S.C. at 671, 582 S.E.2d at 444. In the absence of any evidence that a bank provided the service of providing advice to a customer, there can be no fiduciary relationship between a bank and a customer. *See id.* (“a bank may be held to a fiduciary duty if it undertakes to advise a depositor as part of services the bank offers”).

By Defendant’s own admission, she only communicated with Wells Fargo *after* closing her loan.⁵¹ Accordingly, she never had an opportunity to seek advice from Wells Fargo about her purchase of 423 Bayne Street or the financing for it. Consequently, there is no evidence of a fiduciary relationship between Defendant and Wells Fargo, and therefore, any breach of fiduciary duty counterclaim alleged fails as a matter of law.

VI. DEFENDANT’S COUNTERCLAIM FOR EMOTIONAL DISTRESS FAILS AS A MATTER OF LAW BECAUSE SOUTH CAROLINA LAW DOES NOT ALLOW THE RECOVERY OF DAMAGES FOR EMOTIONAL DISTRESS FOR CASES THAT ONLY INVOLVE ECONOMIC LOSS.

All of Defendant’s counterclaims are based on the alleged fraudulent acts of the seller and appraiser. To this end, all of Defendant’s counterclaims are based on purported economic

⁵¹ Exhibit 1, Dep. of Dorothy Sistrunk at 69:12-17.

loss⁵² arising from the closing of her Mortgage Loan with Wells Fargo. The South Carolina appellate courts have rejected attempts by plaintiffs to recover emotional distress damages under tort causes of action involving only economic loss, including fraud claims and claims for breach of fiduciary duty. *See, e.g., Sparrow v. Toyota of Florence, Inc.*, 302 S.C. 418, 423, 396 S.E.2d 645, 648 (Ct. App. 1990) (“Mental suffering, emotional shock, inconvenience, or embarrassment are not elements of damage in a fraud case.”); *Carrigg v. Blue*, 283 S.C. 494, 497 n.1, 323 S.E.2d 787, 289 n.1 (Ct. App. 1984) (“[Plaintiff] also alleged he suffered great emotional shock, inconvenience, and embarrassment. Since these are not proper elements of damage in an action for fraud, we do not consider them.”); *Cf. Doe v. Howe*, 367 S.C. 432, 448 n.27, 626 S.E.2d 25, 33 n.27 (Ct. App. 2005) (recognizing the one possible ground for trial court’s grant of summary judgment to defendant on plaintiff’s breach of fiduciary duty claim was that “damages from emotional distress are not recoverable under a breach of fiduciary duty claim.”). Although South Carolina law recognizes a claim for negligent infliction of emotional distress, this claim is limited exclusively to bystander liability, which requires a physical injury to another person which is then observed by the plaintiff. *See Doe v. Greenville County School Dist.*, 375 S.C. 63, 651 S.E.2d 305 (S.C. 2007) (cause of action for negligent infliction of emotional distress limited to “bystander” liability and listing elements).

Defendant’s counterclaim for infliction of emotional distress is entirely based on the content of Austin’s appraisal for 423 Bayne Street and Wells Fargo’s use of it to underwrite Defendant’s Mortgage Loan.⁵³ More importantly, Defendant also bases her counterclaims for

⁵² Defendant has not proven any economic loss to date. Defendant unilaterally decided to stop remitting payments for the Mortgage Loan on or about February 2012. Since that time, Defendant and her family have lived in 423 Bayne Street rent-free despite Defendant’s admitted ability to repay under the terms of her note.

⁵³ Def. First Am. Answer to Compl. & Conterclaims at ¶¶ 197-200.

fraud, negligence, and breach of fiduciary duty on the same allegations.⁵⁴ Here, Defendant's counterclaim for infliction of emotional distress is simply aimed at pursuing economic relief in the form of reducing her repayment obligation to an amount that she can afford by striking and cancelling the Mortgage Loan.⁵⁵ Additionally, Defendant has not pleaded or presented any evidence of "bystander liability" under South Carolina law. Consequently, summary judgment should be awarded to Wells Fargo on Defendant's infliction of emotional distress counterclaim.

VII. DEFENDANT'S MORTGAGE LOAN AGREEMENT CANNOT BE RESCINDED BECAUSE DEFENDANT HAS NO RIGHT TO RESCIND UNDER TILA.

Pursuant to TILA, Defendant cannot rescind her purchase money mortgage transaction, which funded her purchase of her current residence. Under TILA, mortgage transactions used to purchase the acquisition or initial construction of a consumer's dwelling are called "residential mortgage transactions." See 15 U.S.C. § 1602(x) ("The term 'residential mortgage transaction' means a transaction in which a mortgage, deed of trust, purchase money security interest arising under an installment sales contract, or equivalent consensual security interest is created or retained against the consumer's dwelling to finance the acquisition or initial construction of such dwelling."). Congress, however, has expressly stated that TILA's rescission provisions do not apply to "residential mortgage transactions," such as Defendant's transaction with Wells Fargo, by expressly stating that the rescission provision of 15 U.S.C. § 1635 "does not apply to a residential mortgage transaction." 15 U.S.C. § 1635(e)(1). Further, Defendant did not attempt to rescind the loan within the statutory time deadline. Therefore, as a matter of law, Defendant cannot rescind her mortgage loan transaction with Wells Fargo pursuant to TILA.

⁵⁴ *Id.* at ¶¶ 72-V, 81-VI, 86-VII, and 89-VIII.

⁵⁵ *Id.* at ¶ 235 (seeking "judgment" in an appropriate dollar amount based on Defendant's ability to repay and a "finding" to strike and remove Wells Fargo's mortgage).

VIII. THE COUNTERCLAIM FOR UNFAIR LENDING AND BANKING PRACTICES MUST BE DISMISSED BECAUSE IT FAILS TO STATE ANY VIABLE CLAIM FOR RELIEF.

Defendant's counterclaim for unfair lending and banking practices is based on her attempt to blame Wells Fargo for alleged misrepresentations by the seller, Thomas Jacobs. Here, Defendant assumes that her allegations about Jacobs's failure to lower the sales price of 423 Bayne Street (or make purported improvements to it) require Wells Fargo to rescind the Mortgage Loan. They do not. First, Defendant admits that Wells Fargo is not directly responsible for Jacobs's alleged misrepresentations in any statements or negotiations about the price for 423 Bayne Street. Indeed, Defendant admits that Wells Fargo was never involved in any negotiations for the purchase of 423 Bayne Street before closing in the following testimony:

Q. No one from Wells Fargo said they would fix the house and lower the price?

A. No one. Truly, Wells Fargo probably didn't even know I existed, just like I did not know they existed, you know? And so the only time I spoke with someone from—my first encounter with Wells Fargo was on December the 24th '07.⁵⁶

Second, Defendant admits that she does not have any evidence demonstrating that Jacobs and the appraiser, Jim Austin, or the mortgage broker, David Terrell, are employees or agents of Wells Fargo as follows:

Q. So with regard to what you know about Thomas Jacobs, Jim Austin and David Terrell, do you have any evidence linking those three individuals as employees of or people that work for Wells Fargo? Do you believe them to be agents of Wells Fargo at all?

A. I can't say. I don't know.

Q. You don't know?

A. I don't know.

⁵⁶ Exhibit 1, Dep. of Dorothy Sistrunk at 69:9-17.

Q. You don't have any evidence indicating one way or the other.

A. I don't have any evidence one way or the other. I have nothing.⁵⁷

Defendant has no basis to prove that Wells Fargo should be responsible for any statements by Jacobs about the price for 423 Bayne Street or repairs to 423 Bayne Street before or at closing.

IX. DEFENDANT'S COUNTERCLAIMS FAIL AS A MATTER OF LAW BECAUSE SHE HAS FAILED TO JOIN INDISPENSIBLE PARTIES TO THIS ACTION.

Under Rule 12(b)(7) of the South Carolina Rules of Civil Procedure, a case may be dismissed for failure to join a party under Rule 19. Dismissal of all of Defendant's counterclaims is a proper remedy here because Defendant has failed to join two indispensable parties—Thomas Jacobs, the seller, and Jim H. Austin, III, the appraiser—to this action. *See Spanish Wells Property Ass'n v. Board of Adjustment of Town of Hilton Head*, 295 S.C. 67, 367 S.E.2d 160 (1988) (reversing Court of Appeals decision to overturn trial court's dismissal of action for failure to join indispensable party to lawsuit). Moreover, the absence of the seller and appraiser to this action would prejudice their ability to defend the claims made by Defendant in any subsequent action. *See* S.C. R. Civ. P. 19(a)(2).

Because Defendant has alleged that all of Wells Fargo's liability for her counterclaims is based upon the purported actions by the seller and appraiser, complete relief among the parties to this case on Defendant's counterclaims cannot be accorded to the parties. *See* S.C. R. Civ. P. 19(a)(1). Consequently, Wells Fargo should be awarded summary judgment for all counterclaims alleged by Defendant.

⁵⁷ *Id.* at 101:23-102:11.

X. WELLS FARGO SHOULD BE AWARDED SUMMARY JUDGMENT FOR ITS FORECLOSURE ACTION BECAUSE DEFENDANT HAS FAILED TO REPAY AMOUNTS OWED UNDER THE MORTGAGE LOAN.

The evidence for this case establishes that judgment in favor of Wells Fargo for its foreclosure action is appropriate. It is undisputed that Defendant executed a note and mortgage in favor of Wells Fargo at a closing on December 21, 2007,⁵⁸ and that Wells Fargo is the holder of her note and mortgage.⁵⁹ Under the terms of the note that Defendant signed, Defendant promised to repay a principal amount of \$75,000 that funded her purchase of 423 Bayne Street.⁶⁰ To secure her repayment obligations, Defendant also signed a mortgage that encumbers 423 Bayne Street.⁶¹

The undisputed record of this case shows that Defendant has not remitted any payments under the note since February 1, 2008 and that Wells Fargo has been paying taxes and insurance to protect its lien on 423 Bayne Street by advancing escrows.⁶² Because Defendant admits that she has stopped making her mortgage payments despite having the ability to afford her loan payments,⁶³ Wells Fargo should be awarded a summary judgment for the current outstanding balance due on the note plus all accrued interest and an order providing for the sale of 423 Bayne Street to satisfy any portion of outstanding balance owed.

⁵⁸ See **Exhibit 6**, a true and correct copy of Fixed Rate Note, signed by Defendant and dated 12/21/07; **Exhibit 7**, a true and correct copy of Mortgage, signed by Defendant and dated 12/21/07.

⁵⁹ **Exhibit 8**, Wells Fargo Aff.

⁶⁰ See **Exhibit 6**, a true and correct copy of Fixed Rate Note, signed by Defendant and dated 11/26/07.

⁶¹ See **Exhibit 7**, a true and correct copy of Mortgage, signed by Defendant and dated 12/21/07.

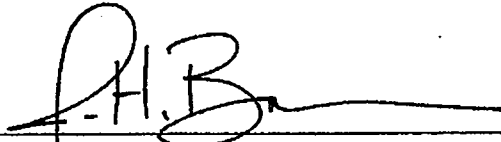
⁶² **Exhibit 8**, Wells Fargo Aff.

⁶³ **Exhibit 1**, Dep. of Dorothy Sistrunk at 209:20-210:15.

CONCLUSION

Based on the foregoing undisputed material facts, exhibits to this motion, law, and other evidence that may be presented by Wells Fargo prior to or at the hearing in this matter, Wells Fargo's Motion for Summary Judgment should be granted on its foreclosure complaint and against Defendant on all counterclaims.

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Attorneys for Wells Fargo Bank, N.A.

Columbia, South Carolina

June 27, 2013



APPRAISAL OF REAL PROPERTY

ATTEST: TRUE COPY
Winnifred B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

LOCATED AT:
423 Bayne Street
Lot/Block 5100280302
Orangenburg, SC 29115

FOR:
Goldengate Mortgage
NA

AS OF:
10-08-07

BY:
Jim H Austin III
L 4202

Besides the car in the driveway, no overgrown hedges and leaves in yard, additional proof of Jim H. Austin, III's appraisal fraud, there is no blackberry tree in Jim H. Austin, III's picture in front of 423 Bayne Street. This is more evidence that this picture was not taken on 10/8/07, because there is a blackberry tree in

front of 423 Bayne Street that is almost 30 feet tall.

10-09-07

Goldengate Mortgage
NA

Re: Property: 423 Bayne Street
Orangeburg, SC 29115
Borrower: Siatrunk
File No.: 7-59

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,


Jim H. Austin III
L 4202

ATTEST: TRUE COPY
Winnifia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

Uniform Residential Appraisal Report

FIR # 7-59

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address: 423 Bayne Street City: Orangeburg State: SC Zip Code: 29115
 Borrower: Subbank Owner of Public Record: Jacobs County: Orangeburg
 Legal Description: Lot/Block 5100280302
 Assessor's Parcel #: 0173-19-006.00 Tax Year: 2006 R.E. Taxes: Unknown
 Neighborhood Name: Orangeburg Map Reference: 0173-19-006.00 Census Tract: 106
 Occupant: ☐ Owner ☐ Tenant ☒ Vacant Special Assessments: \$ NA ☐ PUD HOA: \$ per year per month
 Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Other (describe):
 Assignment Type: ☒ Purchase Transaction ☐ Refinance Transaction ☐ Other (describe):
 Lender/Client: Goldenstate Mortgage Address: NA
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☐ Yes ☒ No
 Report data source(s) used, offering price(s), and date(s). The subject has not been offered for sale in the previous 12 months per the CMLS. It was sold at a foreclosure sale and under contract.
 I ☐ did ☒ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. The appraiser was not provided a copy of the contract. Information pertaining the sale was obtained from the seller.
 Contract Price: \$ 75,000 Date of Contract: 10-07 Is the property seller the owner of public record? ☒ Yes ☐ No Data Source(s): Public Records
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☒ No
 If Yes, report the total dollar amount and describe the terms to be paid. The subject is a foreclosed sale. The appraiser was unable to identify the sellers as the owner of public record. This is typical in foreclosed sales, as counties do not updated there files on a daily basis.
 Note: Race and the racial composition of the neighborhood are not appraisal factors.
 Neighborhood Characteristics: ☒ Suburban ☐ Rural ☐ Urban ☐ Property Values: ☒ Increasing ☐ Stable ☐ Declining ☐ PRICE: \$ (000) AGE: (yrs) One-Unit Housing: 15% Present Land Use: 40%
 Location: ☐ Urban ☒ Suburban ☐ Rural ☐ Property Values: ☒ Increasing ☐ Stable ☐ Declining ☐ PRICE: \$ (000) AGE: (yrs) One-Unit Housing: 15% Present Land Use: 40%
 Built-Up: ☐ Over 75% ☒ 25-75% ☐ Under 25% Demand/Supply: ☒ In Balance ☐ Over Supply ☐ Shortage ☐ Growth: ☐ Rapid ☒ Stable ☐ Slow Marketing Time: ☐ Under 3 mths ☒ 3-6 mths ☐ Over 6 mths 20+ Low New Multi-Family 5%
 Neighborhood Boundaries: The subject is located in Orangeburg bound by Hwy 301, Hwy 601, & Joe Jefferson Hwy. 150+ High 65+ Commercial 15% 50+ Prod. 20+ Other 40%
 Neighborhood Description: The subject area is within reasonable proximity to employment centers, shopping, houses of worship, and schools. The subject has access to all required amenities, recreational facilities, and all public services. The area is comprised primarily of single family dwellings of varying age, size, design and quality. There are some 2-4 family units as well as commercial buildings in the subjects market area.
 Market Conditions (including support for the above conclusions): The trend for the subject market is stable with appreciation likely under normal marketing conditions. The estimated marketing time for the subject area is 3 months to one year. Supply and demand appear to be in balance, with ample funds and financing packages available. It is not uncommon for the seller to pay part or all of the buyers closing costs.
 Dimensions: 37 Acres Area: 37 Acres Shape: Mostly Rectangular View: Average
 Specific Zoning Classification: A-3 Zoning Description: General Residential District
 Zoning Compliance: ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe):
 Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe:
 Utilities: ☒ Public ☐ Other (describe): Public ☐ Other (describe): Off-site Improvements - Type: Public Private
 Electricity: ☒ Gas: ☒ Water: ☒ Sanitary Sewer: ☒ Street Asphalt: ☒ Alley: None
 FEMA Special Flood Hazard Area: ☐ Yes ☒ No FEMA Flood Zone: X FEMA Map #: 4501640002 B FEMA Map Date: 7-16-80
 Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe:
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe:
 No apparent easements, encroachments, or other adverse conditions noted. Subject does not appear to be in a special flood zone, but the appraiser cannot certify the same.
 General Description: Foundation: ☒ Concrete Slab ☐ Crawl Space ☐ Full Basement ☐ Partial Basement Exterior Walls: Masonry Pier/Avg Siding/Avg
 Units: ☒ One ☐ One with Accessory Unit # of Stories: Two
 Type: ☒ Det. ☐ Att. ☐ S-Det/End Unit Basement Area: NA sq ft Roof Surface: Comp Shingle/Avg % Gutters & Downspouts: None
 Design (Style): ☒ Existing ☐ Proposed ☐ Under Const. Basement Finish: NA Outside Entry/Exit: ☐ Outside Entry/Exit ☐ Sump Pump Window Type: Insulated/Avg
 Year Built: 1950 Evidence of: ☐ Infestation NA Storm Sash/Insulated: None
 Effective Age (Yrs): 10 Dampness: ☐ Dampness ☐ Settlement Screens: Yes
 Heating: ☒ FWA ☐ HWBB ☐ Radiant Amenities: ☐ Woodstove(s) # ☐ Fireplace(s) # 1 ☒ Fence Chain Link ☐ Porch Sloop ☐ Carport ☐ Driveway # of Cars: Multiple
 Appliances: ☐ Refrigerator ☐ Range/Oven ☐ Dishwasher ☐ Disposal ☐ Microwave ☐ Washer/Dryer ☐ Other (describe):
 Finished area above grade contains: 9 Rooms 5 Bedrooms 2 1/2 Bath(s) 2,882 Square Feet of Gross Living Area Above Grade
 Additional features (special energy efficient items, etc.): ceiling fans, security system, fresh paint, new floor coverings, new bathroom fixtures, and new kitchen appliances
 Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). The subject property is in overall average physical condition. No items of deferred maintenance were noted at the time of analysis. Quality of construction appears to be average, and commensurate with homes similar in size and price range in the local market.
 Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe:
 There were no apparent adverse conditions that affect the livability, soundness, or structural integrity of the subject property at the time of analysis. No environmental impact analysis was performed.
 Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe:
 The subject property is similar in style, condition, quality of construction and functional utility as other houses in the general area.

Freddie Mac Form 70 March 2005

Page 1 of 6

Fannie Mae Form 1004 March 2005

ATTEST: TRUE COPY

Form 1004 TOTAL for Windows appraisal software by a la mode, inc. - 1-800-ALAMODE

Winnifia B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

Uniform Residential Appraisal Report

File # 7-59

There are NA comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ NA to \$ NA

There are NA comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ NA to \$ NA

FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Address	423 Bayne Street Orangeburg, SC 29115	796 Edisto Avenue Orangeburg, SC	2262 Russel Street Orangeburg, SC	1980 Sheridan Drive Orangeburg, SC
Proximity to Subject		1.4 Miles Approximately	3.1 Miles Approximately	2.8 Miles Approximately
Sale Price	\$ 75,000	\$ 84,000	\$ 85,900	\$ 109,900
Sale Price/Gross Liv. Area	\$ 25.15 sq.ft.	\$ 40.00 sq.ft.	\$ 26.69 sq.ft.	\$ 39.33 sq.ft.
Data Source(s)	CMLS# R30245C	CMLS# R29680C	CMLS# R30343C	
Verification Source(s)	Public Records	Public Records	Public Records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing	Conventional	Conventional	Conventional	Conventional
Concessions	None noted	None noted	None noted	None noted
Date of Sale/Time	3-29-07	12-06-06	12-06-06	6-27-07
Location	Suburban	Suburban	Suburban	Suburban
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	37 Acres	28 Acres/Sim	16 Acres/Sim	48 Acres/Sim
View	Average	Average	Average	Average
Design (Style)	Traditional	Traditional	Traditional	Traditional
Quality of Construction	Average/Siding	Average/Brick	Average/Brick	Average/Brick
Actual Age	57 Years	58 Years/Sim	63 Years/Sim	47 Years/Sim
Condition	Average	Average	Average	Average
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths
Room Count	9 5 2/2	6 4 2/0	9 4 2/0	9 4 2/1
Gross Living Area	2,982 sq.ft.	2,100 sq.ft.	3,219 sq.ft.	2,794 sq.ft.
Basement & Finished	NA	NA	NA	NA
Rooms Below Grade	NA	NA	NA	NA
Functional Utility	Average	Average	Average	Average
Heating/Cooling	FWA/WAC	FWA/Central	FWA/Central	FWA/Central
Energy Efficient Items	Typical	Typical	Typical	Typical
Garage/Carport	None	Garage(1)	Carport	Garage(2)
Porch/Patio/Deck	Covered Porch	Covered Porch	Covered Porch	Covered Porch
Fireplace	None	Fireplace	Fireplace	Fireplace
Net Adjustment (Total)		\$ 1,800	\$ 15,500	\$ 17,200
Adjusted Sale Price of Comparables		\$ 82,200	\$ 70,400	\$ 92,700

I ☒ did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research ☒ did ☐ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) CMLS and public records

My research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) CMLS and public records

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer	No sales	None noted	None noted	None noted
Price of Prior Sale/Transfer	previous 36 months	previous 12 months	previous 12 months	previous 12 months
Data Source(s)	CMLS/Public records	CMLS/Public records	CMLS/Public records	CMLS/Public records
Effective Date of Data Source(s)	8-29-07	8-29-07	8-29-07	8-29-07

Analysis of prior sale or transfer history of the subject property and comparable sales No transfers of the subject property in the previous 36 months are reported in the public records data base, other than sales listed above. The subject has not been listed in the previous 12 months.

Summary of Sales Comparison Approach The comparable sales used are considered to be the best identified at the time of analysis. Equal weight is applied in the final determination of market value due to the overall similarity and overall adjustment percentages. These sales are similar in size, design, and general location with regards to available amenities. All feature adjustments are made to costs acceptable to the local market area. Data source: inspection, public records, and CMLS. This report is being done "subject to", but not limited to the repairs listed in the general text addendum. Due to the size and location of the subject there are limited sales, thus causing the appraiser to use sales that unavoidably exceed desired date of transfer, distance, and net/gross adjustment guidelines. The appraiser feels the sales identified are the best at the time of analysis.

Indicated Value by Sales Comparison Approach \$ 78,000

Indicated Value by: Sales Comparison Approach \$ 78,000 Cost Approach (if developed) \$ Income Approach (if developed) \$

The sales comparison approach is given the most weight in this appraisal with equal weight given to each sale in the final determination of market value.

This appraisal is made ☒ "as is" ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. This report is being done "subject to" the terms of repair listed in the general text addendum of this report in the improvements section.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 78,000 as of 10-08-07, which is the date of inspection and the effective date of this appraisal.

ATTEST: TRUE COPY

Winnifia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

Uniform Residential Appraisal Report

File # 7-59

File No. 7-59 Page #3

ATTEST: TRUE COPY
 Winnie B. Clark
 CLERK OF COURT
 ORANGEBURG COUNTY, SC

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.
 Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$
Source of cost data	DWELLING	Sq. Ft. @ \$ = \$
Quality rating from cost service		Sq. Ft. @ \$ = \$
Effective date of cost data		= \$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	Garage/Carport	Sq. Ft. @ \$ = \$
	Total Estimate of Cost-New	= \$
	Less: Physical Functional External	
	Depreciation	= \$ ()
	Depreciated Cost of Improvements	= \$
	"As-is" Value of Site Improvements	= \$
Estimated Remaining Economic Life (HUD and VA only)	Years	INDICATED VALUE BY COST APPROACH = \$

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☒ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

Uniform Residential Appraisal Report

File # 7-59

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property; (2) inspect the neighborhood; (3) inspect each of the comparable sales from at least the street; (4) research, verify, and analyze data from reliable public and/or private sources; and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

ATTEST: TRUE COPY

Winnifred B. Clark

CLERK OF COURT
ORANGE COUNTY, SC

WF00006

Uniform Residential Appraisal Report

File # 7-58

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

ATTEST: TRUE COPY

Winnifred
CLERK OF COURT
ORANGEBURG

Uniform Residential Appraisal Report

File # 7-58

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature [Signature]
 Name Jim H. Austin II
 Company Name Daley Company
 Company Address 1825 St. John Place, 19 F. Columbia, SC
29205
 Telephone Number 803-930-9093
 Email Address golf4red50@yahoo.com
 Date of Signature and Report 10-09-07
 Effective Date of Appraisal 10-06-07
 State Certification # _____
 or State License # L-4202
 or Other (describe) _____ State # _____
 State SC
 Expiration Date of Certification or License 6/30/2008

ADDRESS OF PROPERTY APPRAISED

423 Bayne Street
Orangeburg, SC 29115

APPRAISED VALUE OF SUBJECT PROPERTY \$ 78,000

LENDER/CLIENT

Name _____
 Company Name Goldenstate Mortgage
 Company Address NA
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
 Date of Inspection _____
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection _____

ATTEST: TRUE COPY

Winnifia B. Clark

CLERK OF COURT

ORANGEBURG COUNTY, SC

74

WF00008

**Freddie
Mac**

Satisfactory Completion Certificate

Freddie Mac loan number

On September 14, the property situated at 423 Bayne Street, Orangeburg, SC, 29115

was appraised by me or Jim H Austin III

The Appraisal report was subject to: ☐ satisfactory completion, ☒ repairs, or

I certify that I have reinspected subject property, the requirements or conditions set forth in the appraisal report have been met, and any required repairs or completion items have been done in a workmanlike manner.

Itemized below are substantial changes from the data in the appraisal report, and these changes do not adversely affect any property ratings or final estimate of value in the report.

The appraiser visited the above property today to inspect what repairs have been completed. Upon inspection the appraiser noted that the materials for interior walls and floors were on site. The borrower submitted to the appraiser invoices for the plumbing, electrical, and work that had been performed on the seals. It appears that these have been updated, however the appraiser is not an engineer and can not certify same

ATTEST: TRUE COPY

Winnifia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

Date
9-14-07

Inspector
Jim H Austin III

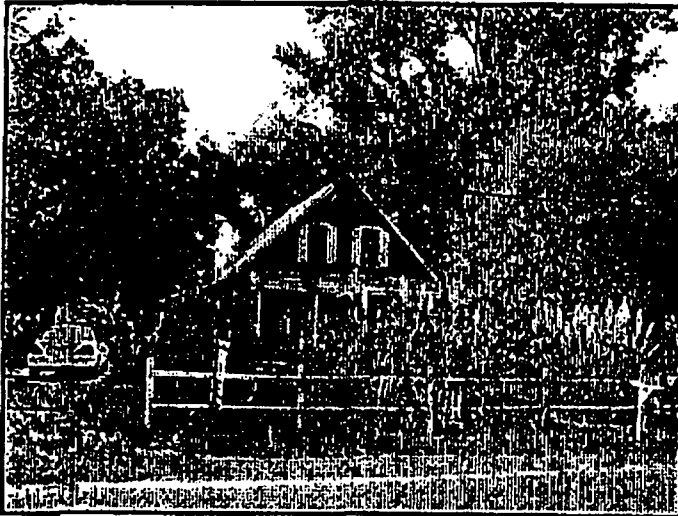
Freddie Mac Form 442 (2/2004), Page 1 of 1

Form F442 — "TOTAL for Windows" appraisal software by a la mode, inc. — 1-800-ALAMODE

Subject Photo Page

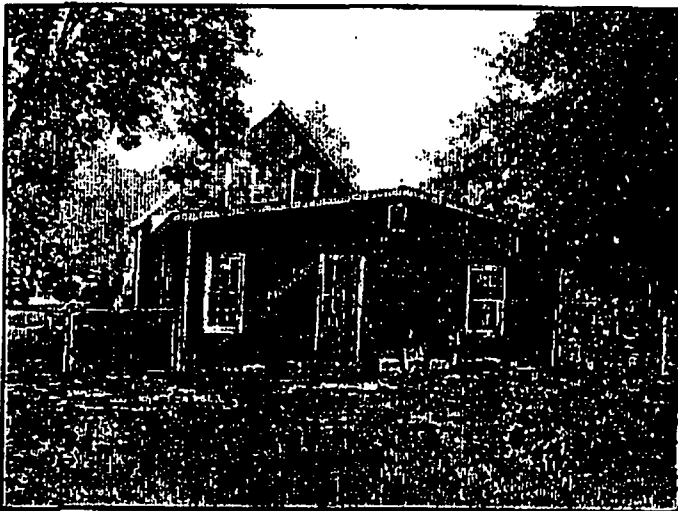
File No. 7-584 Page #10

Borrower/Client	Sistrunk
Property Address	423 Bayne Street
City	Orangeburg
County	Orangeburg
State	SC
Zip Code	29115
Lender	Goldengate Mortgage



Subject Front

423 Bayne Street
 Sales Price 75,000
 GLA 2,982
 Total Rooms 9
 Total Bedrooms 5
 Total Bathrooms 2/2
 Location Suburban
 View Average
 Site .37 Acre
 Quality Average/Siding
 Age 57 Years



Subject Rear

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Winnifred B. Clark
 CLERK OF COURT
 ORANGEBURG COUNTY, SC



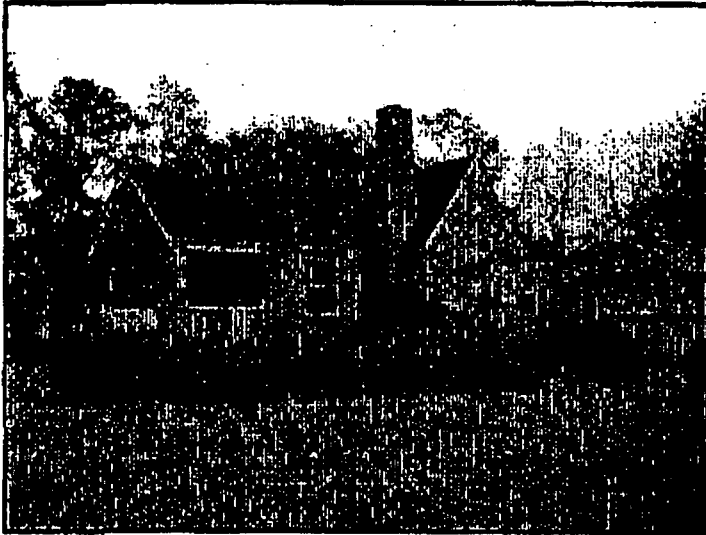
Subject Street

Form PG426.SR — "TOTAL for Windows" appraisal software by a la mode, inc. — 1-800-ALAMODE

Comparable Photo Page

File No. 7-50 Page #11

Borrower/Client	Sisbrunk
Property Address	423 Bayne Street
City	Orangeburg
County	Orangeburg
State	SC
Zip Code	29115
Lender	Goldengate Mortgage



Comparable 1

796 Edisto Avenue
 Proximity 1.4 Miles Approximate
 Sale Price 84,000
 GLA 2,100
 Total Rooms 8
 Total Bedrooms 4
 Total Bathrooms 2/0
 Location Suburban
 View Average
 Site .28 Acre/Sim
 Quality Average/Brick
 Age 58 Years/Sim



Comparable 2

2262 Russell Street
 Proximity 3.1 Miles Approximate
 Sale Price 85,900
 GLA 3,219
 Total Rooms 9
 Total Bedrooms 4
 Total Bathrooms 2/0
 Location Suburban
 View Average
 Site .16 Acre/Sim
 Quality Average/Brick
 Age 63 Years/Sim

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Winnifia B. Clark
 CLERK OF COURT
 ORANGEBURG COUNTY, SC



Comparable 3

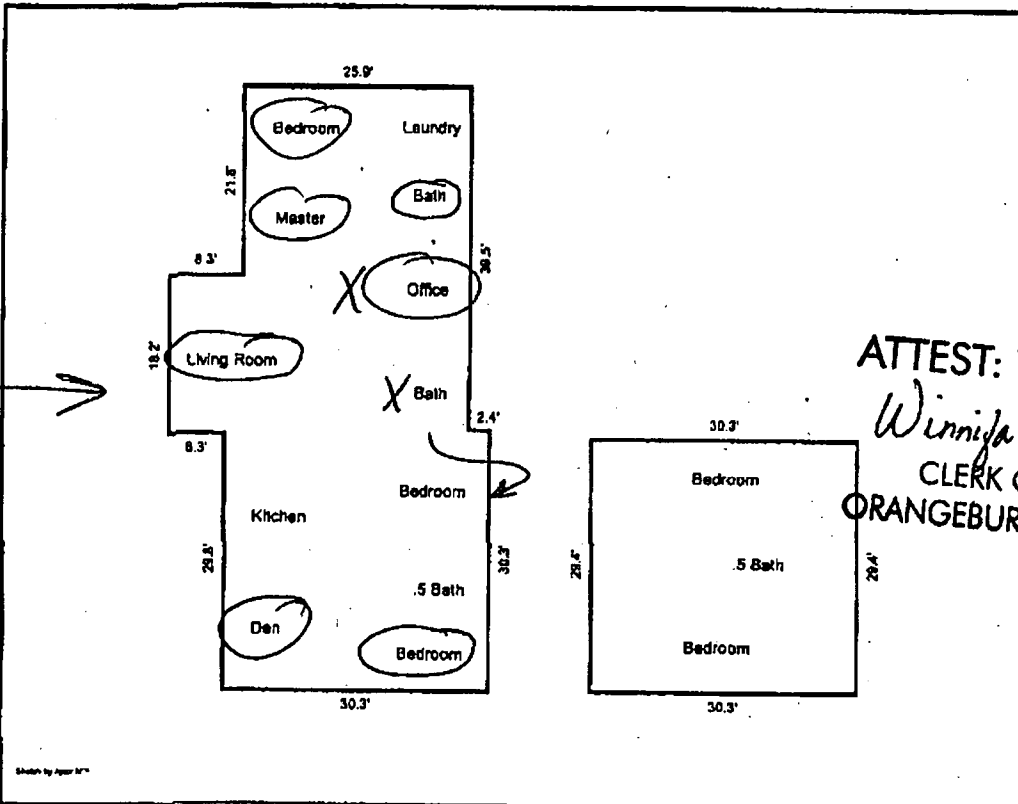
1980 Sheridan Drive
 Proximity 2.8 Miles Approximate
 Sale Price 109,900
 GLA 2,794
 Total Rooms 9
 Total Bedrooms 4
 Total Bathrooms 2/1
 Location Suburban
 View Average
 Site .48 Acre/Sim
 Quality Average/Brick
 Age 47 Years/Sim

Building Sketch (Page - 1)

File No. 7-59 Page #12

Borrower/Client: Sistrunk			
Property Address: 423 Bayne Street			
City: Orangeburg	County: Orangeburg	State: SC	Zip Code: 29115
Lender: Goldengate Mortgage			

see Exhibit 12



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Winnifia B. Clark
 CLERK OF COURT
 ORANGEBURG COUNTY, SC

Comments:

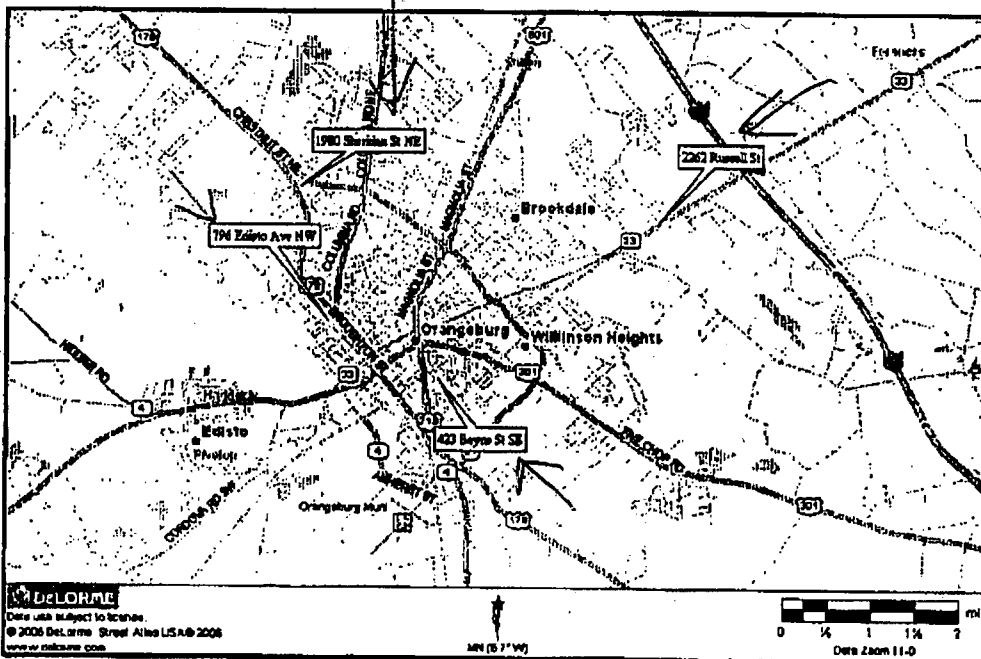
AREA CALCULATIONS SUMMARY			
Code	Description	Net Area	Net Totals
GLA1	First Floor	2081.2	2081.2
GLA2	Second Floor	890.8	890.8
Net LIVABLE Area (Rounded)			2982

LIVING AREA BREAKDOWN		
Breakdown		Subtotals
First Floor		
25.9 x 40.0		1036.0
8.3 x 18.2		151.1
0.5 x 2.4		1.2
29.8 x 30.3		902.8
Second Floor		
29.4 x 30.3		890.8
5 Items (Rounded)		2982

Location Map

File No. 7-581 Page #13

Borrower/Client Sistrunk			
Property Address 423 Bayne Street			
City Orangeburg	County Orangeburg	State SC	Zip Code 29115
Lender Goldengate Mortgage			



ATTEST: TRUE COPY
Winnifia B. Clark
 CLERK OF COURT
 ORANGEBURG COUNTY, SC



APPRAISAL OF REAL PROPERTY

LOCATED AT:
423 Bayne Street
Lot/Block 5100280302
Orangeburg, SC 29115

FOR:
Goldengate Mortgage
NA

AS OF:
10-08-07

BY:
Jim H Austin III
L 4202

Besides the car in the driveway, no overgrown hedges and leaves in yard, additional proof of Jim H. Austin, III's appraisal fraud, there is no blackberry tree in Jim H. Austin, III's picture in front of 423 Bayne Street. This is more evidence that this picture was not taken on 10/8/07, because there is a blackberry tree in front of 423 Bayne Street that is almost 30 feet tall.

ATTEST: TRUE COPY

Winnif B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

10-09-07

Goldengate Mortgage
NA

Re: Property: 423 Bayne Street
Orangeburg, SC 29115
Borrower: Jacobs
File No.: 7-59

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,


John H. Austin III
L 4202

ATTEST: TRUE COPY

Winnifia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

Uniform Residential Appraisal Report

File # 7-59

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 423 Bayne Street City Orangeburg State SC Zip Code 29115
 Borrower Jacobs Owner of Public Record Sistrunk County Orangeburg
 Legal Description Lot/Block 5100280302 Tax Year 2006 R.E. Taxes \$ Unknown
 Assessor's Parcel # 0173-19-006.00 Map Reference 0173-19-006.00 Census Tract 106
 Neighborhood Name Orangeburg Special Assessments \$ NA PUD HOA \$ per year per month
 Occupant ☐ Owner ☒ Tenant ☐ Vacant
 Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
 Assignment Type ☒ Purchase Transaction ☐ Refinance Transaction ☐ Other (describe)
 Lender/Client Goldengate Mortgage Address NA
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☐ Yes ☒ No
 Report data source(s) used, offering price(s), and date(s). The subject has not been offered for sale in the previous 12 months per the CMLS. It was sold at a foreclosure sale and under contract.
 I ☐ did ☒ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. The appraiser was not provided a copy of the contract. Information pertaining to the sale was obtained from the seller.
 Contract Price \$ 75,000 Date of Contract 10-07 Is the property seller the owner of public record? ☒ Yes ☐ No Data Source(s) Public Records
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☒ No
 If Yes, report the total dollar amount and describe the items to be paid. The subject is a foreclosed sale. The appraiser was unable to identify the sellers as the owner of public record. This is typical in foreclosed sales, as counties do not update their files on a daily basis.
 Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		One-Unit Housing Trends		One-Unit Housing	Present Land Use %
Location	☒ Urban ☒ Suburban ☐ Rural	Property Values	☒ Increasing ☒ Stable ☐ Declining	PRICE	One-Unit 40 %
Built-Up	☒ Over 75% ☒ 25-75% ☐ Under 25%	Demand/Supply	☒ In Balance ☒ Over Supply ☐ Shortage	AGE (yrs)	2-4 Unit 5 %
Growth	☒ Rapid ☒ Stable ☐ Slow	Marketing Time	☒ Under 3 mths ☒ 3-6 mths ☐ Over 6 mths	20+ Low New	Multi-Family %
Neighborhood Boundaries The subject is located in Orangeburg bound by Hwy 301, Hwy 601, & Joe Jefferson Hwy.				150+ High 65+	Commercial 15 %
				50+ Pred. 20+	Other 40 %

Neighborhood Description The subject area is within reasonable proximity to employment centers, shopping, houses of worship, and schools. The subject has access to all required amenities, recreational facilities, and all public services. The area is comprised primarily of single family dwellings of varying age, size, design and quality. There are some 2-4 family units as well as commercial buildings in the subjects market area.
 Market Conditions (including support for the above conclusions) The trend for the subject market is stable with appreciation likely under normal marketing conditions. The estimated marketing time for the subject area is 3 months to one year. Supply and demand appear to be in balance, with ample funds and financing packages available. It is not uncommon for the seller to pay part or all of the buyers closing costs.
 Dimensions 37 Acre Area 37 Acre Shape Mostly Rectangular View Average
 Specific Zoning Classification A-3 Zoning Description General Residential District
 Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)
 Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe
 Utilities Public Other (describe) Public Other (describe) Off-site Improvements - Type Public Private
 Electricity ☒ ☐ Water ☒ ☐ Street Asphalt ☒ ☐
 Gas ☒ ☐ Sanitary Sewer ☒ ☐ Alley None ☐ ☐
 FEMA Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone X FEMA Map # 4501840002 B FEMA Map Date 7-18-80
 Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe
 No apparent easements, encroachments, or other adverse conditions noted. Subject does not appear to be in a special flood zone, but the appraiser cannot certify the same.

General Description		Foundation		Exterior Description - materials/condition		Interior - materials/condition	
Units ☒ One ☐ One with Accessory Unit	☐ Concrete Slab ☒ Crawl Space	Foundation Walls	Masonry Pier/Avg	Floors	Carpet/Tile-Average		
# of Stories <u>Two</u>	☐ Full Basement ☐ Partial Basement	Exterior Walls	Siding/Avg	Walls	Drywall-Average		
Type ☒ Det. ☐ All ☐ S-Det/End Unit	Basement Area <u>NA</u> sq.ft.	Roof Surface	Comp Shingle/Avg	Trim/Finish	Wood-Average		
☒ Existing ☐ Proposed ☐ Under Const.	Basement Finish <u>NA</u> %	Gutters & Downspouts	None	Bath Floor	Tile-Average		
Design (Style) <u>Traditional</u>	☐ Outside Entry/Exit ☐ Sump Pump	Window Type	Insulated/Avg	Bath Wainscot	Fiberglass-Average		
Year Built <u>1950</u>	Evidence of ☐ Infestation <u>NA</u>	Storm Sash/Insulated	None	Car Storage	☒ None		
Effective Age (Yrs) <u>10</u>	☐ Dampness ☐ Settlement	Screens	Yes	Driveway # of Cars	Multiple		
Air-Conditioning ☐ None	Heating ☒ FWA ☐ HWB ☐ Radiant	Amenities	☐ Woodstove(s) #	Driveway Surface	Paved		
☐ Drop Stair ☐ Stairs	Other ☐ Fuel Gas	☒ Fireplace(s) # <u>1</u>	☒ Fence Chain Link	Garage # of Cars			
☐ Floor ☒ Scuttle	Cooling ☒ Central Air Conditioning	☒ Patio/Deck	☒ Porch Stoop	Carport # of Cars			
☐ Finished ☐ Heated	☐ Individual ☐ Other	☐ Pool	☐ Other	Air # of Cars			
Appliances ☒ Refrigerator ☐ Range/Oven ☐ Dishwasher ☐ Disposal ☐ Microwave ☐ Washer/Dryer ☐ Other (describe)							
Finished area above grade contains: <u>9 Rooms</u> <u>5 Bedrooms</u> <u>2 1/2 Bath(s)</u> <u>2,982 Square Feet of Gross Living Area Above Grade</u>							
Additional features (special energy efficient items, etc.) <u>ceiling fans, security system, fresh paint, new floor coverings, new bathroom fixtures, and new kitchen appliances</u>							
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). The subject property is in overall average physical condition. No items of deferred maintenance were noted at the time of analysis. Quality of construction appears to be average, and commensurate with homes similar in size and price range in the local market.							
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe							
There were no apparent adverse conditions that affect the livability, soundness, or structural integrity of the subject property at the time of analysis. No environmental impact analysis was performed.							
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe							
The subject property is similar in style, condition, quality of construction and functional utility as other houses in the general area.							

Freddie Mac Form 70 March 2005

Page 1 of 6

Fannie Mae Form 1004 March 2005

Form 1004 - "TOTAL for Windows" appraisal software by a la mode, inc. - 1-800-ALAMODE

ATTEST: TRUE COPY
 Winnifia B. Clark
 CLERK OF COURT
 ORANGEBURG COUNTY, SC

Uniform Residential Appraisal Report

File # 7-59

There are NA comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ NA to \$ NA

There are NA comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ NA to \$ NA

FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Address	423 Bayne Street Orangeburg, SC 29115	798 Edisto Avenue Orangeburg, SC	2262 Russell Street Orangeburg, SC	1980 Sheridan Drive Orangeburg, SC
Proximity to Subject	1.4 Miles Approximately	3.1 Miles Approximately	2.8 Miles Approximately	
Sale Price	\$ 75,000	\$ 84,000	\$ 85,900	\$ 108,900
Sale Price/Gross Liv. Area	\$ 25.15 sq.ft.	\$ 40.00 sq.ft.	\$ 26.89 sq.ft.	\$ 39.33 sq.ft.
Data Source(s)	CMLS# R30245C	CMLS# R29680C	CMLS# R30343C	
Verification Source(s)	Public Records	Public Records	Public Records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing Concessions	None noted	None noted	None noted	None noted
Date of Sale/Time	3-29-07	12-06-06	6-27-07	
Location	Suburban	Suburban	Suburban	Suburban
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	.37 Acre	.28 Acre/Sim	.16 Acre/Sim	.48 Acre/Sim
View	Average	Average	Average	Average
Design (Style)	Traditional	Traditional	Traditional	Traditional
Quality of Construction	Average/Siding	Average/Brick	Average/Brick	Average/Brick
Actual Age	57 Years	58 Years/Sim	63 Years/Sim	47 Years/Sim
Condition	Average	Average	Average	Average
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths
Room Count	9 5 2/2	8 4 2/0	9 4 2/0	9 4 2/1
Gross Living Area	2,982 sq.ft.	2,100 sq.ft.	3,219 sq.ft.	2,794 sq.ft.
Basement & Finished Rooms Below Grade	NA	NA	NA	NA
Functional Utility	Average	Average	Average	Average
Heating/Cooling	FWA/WAC	FWA/Central	FWA/Central	FWA/Central
Energy Efficient Items	Typical	Typical	Typical	Typical
Garage/Carport	None	Garage(1)	Carport	Garage(2)
Porch/Patio/Dock	Covered Porch	Covered Porch	Covered Porch	Covered Porch
Fireplace	None	Fireplace	Fireplace	Fireplace
Net Adjustment (Total)		\$ 1,800	\$ 15,500	\$ 17,200
Adjusted Sale Price of Comparables		\$ 82,200	\$ 70,400	\$ 92,700
☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain				
My research ☒ did ☐ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.				
Data Source(s) CMLS and public records				
My research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.				
Data Source(s) CMLS and public records				
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).				
ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer	No sales	None noted	None noted	None noted
Price of Prior Sale/Transfer	previous 36 months	previous 12 months	previous 12 months	previous 12 months
Data Source(s)	CMLS/Public records	CMLS/Public records	CMLS/Public records	CMLS/Public records
Effective Date of Data Source(s)	8-29-07	8-29-07	8-29-07	8-29-07

Freddie Mac Form 70 March 2005

Page 2 of 6

Fannie Mae Form 1004 March 2005

Form 1004 - "TOTAL for Windows" appraisal software by a la mode, inc. - 1-800-ALAMODE

Uniform Residential Appraisal Report

File # 7-59

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW				OPINION OF SITE VALUE				=\$
Source of cost data				DWELLING				Sq. Ft. @ \$ = \$
Quality rating from cost service								Sq. Ft. @ \$ = \$
Effective date of cost data								= \$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)				Garage/Carport				Sq. Ft. @ \$ = \$
				Total Estimate of Cost-New				= \$
				Less Physical				Functional External
				Depreciation				= \$ ()
				Depreciated Cost of Improvements				= \$
				"As-is" Value of Site Improvements				= \$
Estimated Remaining Economic Life (HUD and VA only)				Years				INDICATED VALUE BY COST APPROACH = \$
ESTIMATED MONTHLY MARKET RENT \$				X Gross Rent Multiplier				= \$
Summary of Income Approach (including support for market rent and GRM)								Indicated Value by Income Approach
PROJECT INFORMATION FOR PUDs (if applicable)								
Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached								
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.								
Legal Name of Project								
Total number of phases		Total number of units		Total number of units sold				
Total number of units rented		Total number of units for sale		Data source(s)				
Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.								
Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source								
Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.								
Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☒ No If Yes, describe the rental terms and options.								
Describe common elements and recreational facilities.								

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Winnifia B. Clark
 CLERK OF COURT
 ORANGEBURG COUNTY, SC

Uniform Residential Appraisal Report

File # 7-59

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit, including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following: definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

ATTEST: TRUE COPY

Winnifia B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

Uniform Residential Appraisal Report

File # 7-59

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

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Winnifia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

Uniform Residential Appraisal Report

File # 7-59

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature [Signature]
 Name Jim H. Austin III
 Company Name Daley Company
 Company Address 1825 St. Julian Place, 15 F. Columbia, SC
29205
 Telephone Number 803-920-9093
 Email Address gok4red50@yahoo.com
 Date of Signature and Report 10-09-07
 Effective Date of Appraisal 10-08-07
 State Certification # _____
 or State License # L 4202
 or Other (describe) _____ State # _____
 State SC
 Expiration Date of Certification or License 8/30/2008

ADDRESS OF PROPERTY APPRAISED

423 Bayne Street
Orangeburg, SC 29115

APPRAISED VALUE OF SUBJECT PROPERTY \$ 78,000

LENDER/CLIENT

Name _____
 Company Name Golden Gate Mortgage
 Company Address NA
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
 Date of Inspection _____
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection _____

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Winnifia B. Clark
 CLERK OF COURT
 ORANGEBURG COUNTY, SC

Freddie
Mac

Satisfactory Completion Certificate

Freddie Mac loan number

On September 14, the property situated at 423 Bayne Street, Orangeburg, SC, 29115

was appraised by me or Jim H Austin III

The Appraisal report was subject to: ☐ satisfactory completion, ☒ repairs, or

I certify that I have reinspected subject property, the requirements or conditions set forth in the appraisal report have been met, and any required repairs or completion items have been done in a workmanlike manner.

Itemized below are substantial changes from the data in the appraisal report, and these changes do not adversely affect any property ratings or final estimates of value in the report.

The appraiser visited the above property today to inspect what repairs have been completed. Upon inspection the appraiser noted that the materials for interior walls and floors were on site. The borrower submitted to the appraiser invoices for the plumbing, electrical, and work that had been performed on the seals. It appears that these have been updated, however the appraiser is not an engineer and can not certify same

Date
9-14-07

Inspector
Jim H Austin III

Freddie Mac Form 442 (2/2004), Page 1 of 1

Form F442 — "TOTAL for Windows" appraisal software by a la mode, inc. — 1-800-ALAMODE

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Winniford B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

Subject Photo Page

Borrower/Clerk Jacobs			
Property Address 423 Bayne Street			
City Orangeburg	County Orangeburg	State SC	Zip Code 29115
Lender Goldenstate Mortgage			

#1



Subject Front

423 Bayne Street
 Sales Price 75,000
 GLA 2,882
 Total Rooms 9
 Total Bedrooms 5
 Total Bathrooms 2 1/2
 Location Suburban
 View Average
 Site .37 Acre
 Quality Average/Siding
 Age 57 Years

#1

#2



Subject Rear

#2

Subject Street

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 CLERK OF COURT
 ORANGEBURG COUNTY, SC



Comparable Photo Page

Borrower/Clerk	Jacobs
Property Address	423 Bayne Street
City	Orangeburg
County	Orangeburg
State	SC
Zip Code	29115
Lender	Goldengate Mortgage



Comparable 1

796 Edisto Avenue
 Proximity 1.4 Miles Approximate
 Sale Price 84,000
 GLA 2,100
 Total Rooms 8
 Total Bedrooms 4
 Total Bathrooms 2/0
 Location Suburban
 View Average
 Site .28 Acres/Sim
 Quality Average/Brick
 Age 58 Years/Sim



Comparable 2

2282 Russell Street
 Proximity 3.1 Miles Approximate
 Sale Price 85,900
 GLA 3,219
 Total Rooms 9
 Total Bedrooms 4
 Total Bathrooms 2/0
 Location Suburban
 View Average
 Site .16 Acres/Sim
 Quality Average /Brick
 Age 63 Years/Sim



Comparable 3

1980 Sheridan Drive
 Proximity 2.8 Miles Approximate
 Sale Price 109,900
 GLA 2,794
 Total Rooms 9
 Total Bedrooms 4
 Total Bathrooms 2/1
 Location Suburban
 View Average
 Site .48 Acres/Sim
 Quality Average/Brick
 Age 47 Years/Sim

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Winnifia B. Clark
 CLERK OF COURT
 ORANGEBURG COUNTY, SC

Building Sketch (Page - 1)

Borrower/Client: Jacobs			
Property Address: 423 Bayne Street			
City: Orangeburg	County: Orangeburg	State: SC	Zip Code: 29115
Lender: Goldengate Mortgage			

See Exhibit 12

Sketch by April 1994

Comments:

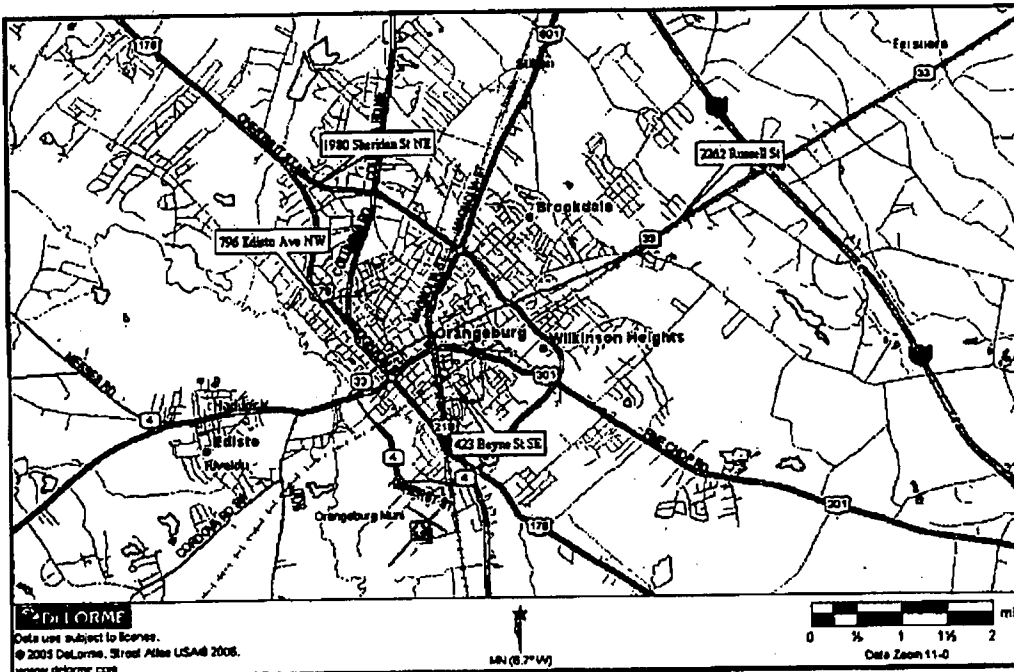
AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor	2091.2	2091.2
GLA2	Second Floor	890.8	890.8
Net LIVABLE Area		(Rounded)	2982

LIVING AREA BREAKDOWN		
Breakdown	Subtotals	
First Floor		
25.9 x 40.0		1036.0
8.3 x 18.2		151.1
0.5 x 2.4		1.2
29.8 x 30.3		902.9
Second Floor		
29.4 x 30.3		890.8
5 Rooms	(Rounded)	2982

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 CLERK OF COURT
 ORANGEBURG COUNTY, SC

Location Map

Borrower/Client Jacobs			
Property Address 423 Bayne Street			
City Orangeburg	County Orangeburg	State SC	Zip Code 29115
Lender GoldenGate Mortgage			



ATTEST: TRUE COPY
Winnifia B. Clark
 CLERK OF COURT
 ORANGEBURG COUNTY, SC

FROM: Jim Austin III 1825 St Julian Place, 15 F, Columbia, SC 29205 Telephone Number: Fax Number:		INVOICE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INVOICE NUMBER</th> </tr> <tr> <td style="text-align: center;">7-59</td> </tr> <tr> <th style="text-align: center;">DATE</th> </tr> <tr> <td style="text-align: center;">10-09-07</td> </tr> <tr> <th style="text-align: center;">REFERENCE</th> </tr> <tr> <td>Internal Order #: 7-59</td> </tr> <tr> <td>Lender Case #:</td> </tr> <tr> <td>Client File #:</td> </tr> <tr> <td>Main File # on form: 7-59</td> </tr> <tr> <td>Other File # on form:</td> </tr> <tr> <td>Federal Tax ID:</td> </tr> <tr> <td>Employer ID:</td> </tr> </table>		INVOICE NUMBER	7-59	DATE	10-09-07	REFERENCE	Internal Order #: 7-59	Lender Case #:	Client File #:	Main File # on form: 7-59	Other File # on form:	Federal Tax ID:	Employer ID:
INVOICE NUMBER															
7-59															
DATE															
10-09-07															
REFERENCE															
Internal Order #: 7-59															
Lender Case #:															
Client File #:															
Main File # on form: 7-59															
Other File # on form:															
Federal Tax ID:															
Employer ID:															
TO: Goldengate Mortgage Telephone Number: Fax Number: Alternate Number: E-Mail:															
DESCRIPTION															
Lender: Goldengate Mortgage Client: Goldengate Mortgage Purchaser/Borrower: Jacobs Property Address: 423 Bayne Street City: Orangeburg County: Orangeburg State: SC Legal Description: Lot/Block 5100280302 Zip: 29115															
FEES		AMOUNT													
Full Appraisal Make check payable to: Jim H Austin III		350.00													
SUBTOTAL		350.00													
PAYMENTS		AMOUNT													
Check #: Check #: Check #:	Date: Date: Date:	Description: Description: Description:													
SUBTOTAL															
TOTAL DUE		\$ 350.00													

ATTEST: TRUE COPY
Winnif B. Clark
 CLERK OF COURT
 ORANGEBURG COUNTY, SC

CONTRACT OF SALE

Thomas Jacobs as Seller, and Dorothy Sistrunk as Buyer, hereby agree that the Seller shall sell and the Buyer shall buy the following described property UPON THE TERMS AND CONDITIONS HEREINAFTER SET FOR, within this contract.

1. LEGAL DESCRIPTION:

Property and improvements located at 423 Bayne Street in the City of Orangeburg in the County of Orangeburg in the State of South Carolina.

2. PURCHASE PRICE: SEVENTY FIVE THOUSAND & NO/100

Method of Payment:

- a) Deposit to be held in trust \$ _____
- b) Approximate principal balance of first mortgage to which Conveyance shall be subject, if any, Mortgage Holder: \$ _____
- c) Other: First Mortgage \$ _____
- c) Cash, certified or local cashier's check on closing and Deed (or such greater or lesser amount as may be necessary to complete payment of purchase price after credits, adjustments and prorations. \$ 75,000.00

3. PRORATIONS: Taxes, insurance, interest, rents and other expenses and revenue of said property shall be prorated as of the date of closing.

4. RESTRICTIONS, EASEMENTS, LIMITATIONS: Buyer shall take title subject to:

- a) Zoning, restrictions, prohibitions, and requirements imposed by governmental authority
- b) Restrictions and matters appearing on the plat or common to the subdivision
- c) Public utility easements of record, provided said easements are located on the side or rear
- d) Taxes for year of closing, assumed mortgages, and purchase money mortgages
- e) Other:

ATTEST: TRUE COPY

Winnifred B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

5. **DEFAULT BY BUYER:** If Buyer fails to perform any of the covenants of this contract, all money paid pursuant to this contract by Buyer as aforesaid shall be retained by or for the account of the Seller as consideration for the execution of this contract and as agreed liquidated damages and in full settlement of any claims for damages.

6. **DEFAULT BY SELLER:** If the Seller fails to perform any of the covenants of this contract, the aforesaid money paid by the Buyer, at the option of the Buyer, shall be returned to the Buyer on demand; or the Buyer shall have only the right of specific performance.

7. **TIME IS OF THE ESSENCE:** Time is of the essence for this Sale and Purchase Agreement.

8. **EXPENSES:** The Seller agrees up to \$4,500.00 (6%) of closing costs. The Buyer is responsible for any and all remaining closing costs.

9. **CLOSING DATE:** This contract shall be closed and the deed and possession shall be delivered on or before the 1st day of January, 2008 unless extended by other provisions of this contract.

10. **SPECIAL CLAUSES:**

PROPERTY SOLD "AS IS"—THERE ARE NO SPECIAL CLAUSES

Donny Ruiz 11/26/07
BUYER DATE

Thomas Jacobs 11/26/07
SELLER DATE

Note: Forged initials

Note 3%
down to
qualify for
Fannie Mae's
Conventional 97
This is
Banker's
Info.

↑
Added after
signing.

I do not recall
an "AS IS CLAUSE"
on 11/26/2007

ATTEST: TRUE COPY
Winnifred B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liability must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.
If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below).

Dorothy Sistunk
Borrower _____ Co-Borrower _____

Mortgage ☐ VA ☒ Conventional ☐ Other (explain): _____ Agency Case Number _____ Lender Case Number _____

Applied for: ☐ FHA ☐ USDA/Rural Housing Service

Amount \$ 75,000.00 Interest Rate 7.125 % No. of Months 360 Amortization ☒ Fixed Rate ☐ Other (explain): _____
Type: ☐ GPM ☐ ARM (type): _____

Subject Property Address (street, city, state, & ZIP) 423 BAYNE STREET, Orangeburg, SC 29115 County: _____ No. of Units _____
Legal Description of Subject Property (attach description if necessary) _____ Year Built _____

Purpose of Loan: ☒ Purchase ☐ Construction ☐ Other (explain): _____ Property will be: ☒ Primary Residence ☐ Secondary Residence ☐ Investment
☐ Refinance ☐ Construction-Permanent

Complete this line if construction or construction-permanent loan.
Year Lot Acquired _____ Original Cost \$ _____ Amount Existing Liens \$ _____ (a) Present Value of Lot \$ _____ (b) Cost of Improvements \$ _____ Total (a+b) \$ _____

Complete this line if this is a refinance loan.
Year Acquired _____ Original Cost \$ _____ Amount Existing Liens \$ _____ Purpose of Refinance _____ Describe Improvements: ☐ made ☐ to be made
Cost \$ _____

Title will be held in what Name(s) DOROTHY SISTUNK Manner in which Title will be held Single woman Estate will be held in: ☒ Fee Simple ☐ Leasehold (show expiration date) _____

Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain) Checking/Savings

Borrower's Information
Borrower's Name (include Jr. or Sr. if applicable) DOROTHY SISTUNK Co-Borrower's Name (include Jr. or Sr. if applicable) _____
Social Security Number 267-18-2747 Home Phone (incl. area code) 803-268-0718 DOB (MM/DD/YYYY) 03/18/1959 Yrs. School H Social Security Number _____ Home Phone (incl. area code) _____ DOB (MM/DD/YYYY) _____ Yrs. School _____

☐ Married ☒ Unmarried (include single, divorced, widowed) ☐ Separated ☐ Dependent (not listed by Co-Borrower) no. _____ age _____
☐ Married ☐ Unmarried (include single, divorced, widowed) ☐ Separated ☐ Dependent (not listed by Borrower) no. _____ age _____

Present Address (street, city, state, ZIP) 8774 COLBURG LANE Orangeburg, SC 29115 ☐ Own ☒ Rent No. Yrs. 6Y Present Address (street, city, state, ZIP) _____ ☐ Own ☐ Rent No. Yrs. _____

Mailing Address, if different from Present Address _____ Mailing Address, if different from Present Address _____

If residing at present address for less than two years, complete the following:
Former Address (street, city, state, ZIP) ☐ Own ☐ Rent No. Yrs. _____ Former Address (street, city, state, ZIP) ☐ Own ☐ Rent No. Yrs. _____

Employment Information
Name & Address of Employer ☐ Self Employed Yrs. on this job 7Y Yrs. employed in this line of work/profession _____
ORANGEBURG AREA MENTAL HEALTH CENTER Orangeburg, SC 29115 Position/Title/Type of Business CLINICAL COUNSELOR Business Phone (incl. area code) 803-534-3708

If employed in current position for less than two years or if currently employed in more than one position, complete the following:
Name & Address of Employer ☐ Self Employed Dates (from-to) _____ Monthly Income \$ _____
Name & Address of Employer ☐ Self Employed Dates (from-to) _____ Monthly Income \$ _____

Position/Title/Type of Business _____ Business Phone (incl. area code) _____ Position/Title/Type of Business _____ Business Phone (incl. area code) _____

Name & Address of Employer ☐ Self Employed Dates (from-to) _____ Monthly Income \$ _____ Name & Address of Employer ☐ Self Employed Dates (from-to) _____ Monthly Income \$ _____

Position/Title/Type of Business _____ Business Phone (incl. area code) _____ Position/Title/Type of Business _____ Business Phone (incl. area code) _____

ATTEST: TRUE COPY
Winnif B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

DEC 04 2007
BY _____
Form 1003 9/03

OLDEN GATE MORTGAGE, INC.

Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	2,253.33		2,253.33	Rent		
Overtime				First Mortgage (P&I)		506.29
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance		33.33
Dividend/Interest				Real Estate Taxes		49.00
Net Rental Income				Mortgage Insurance		35.88
Other (please complete see the notice to "disclose other income," below)				Homeowner Assn. Dues		
				Other:		
Total	2,253.33		2,253.33	Total		624.50

* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Described Other Income: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/C	Monthly Amount

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person also.

Completed ☐ Jointly ☒ Not Jointly

ASSETS	Cash or Market Value	LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Description		Name and address of Company		
Cash deposit toward purchase held by:		BC FEDERAL CU	92.00	4,541.00
		Acct. no. 111944810		
List checking and savings accounts below		Name and address of Company		
Name and address of Bank, S&L, or Credit Union		DBNS MACYS	31.00	928.00
BS&T			30	
		Acct. no. 9735219429620		
Acct. no.	859.00	Name and address of Company		
Name and address of Bank, S&L, or Credit Union		GENE DOLLARDS	19.00	451.00
	1,000.00		24	
		Acct. no. 6045870329609014		
Acct. no.		Name and address of Company		
Name and address of Bank, S&L, or Credit Union				
		Acct. no.		
Acct. no.		Name and address of Company		
Stocks & Bonds (Company name/number & description)				
		Acct. no.		
		Name and address of Company		
Life insurance net cash value				
Face amount \$				
Subtotal Liquid Assets	1,850.00			
Real estate owned (enter market value from schedule of real estate owned)		Acct. no.		
Vested interest in retirement fund		Name and address of Company		
Net worth of business(es) owned (attach financial statement)				
Automobiles owned (make and year)		Acct. no.		
		Alimony/Child Support/Separate Maintenance Payments Owed to:		
Other Assets (flamers)		Job-Related Expense (child care, union dues, etc.)		
		Total Monthly Payments	142.00	
Total Assets \$	1,850.00	Total Liabilities \$	5,920.00	

Freddie Mac 1003-OR-02/04
DOROTHY SISTRUNK
1003 Page 2 04/04 - EncompassTM from Ellie Mae - www.elliemae.com

Page 2 of 4

Fannie Mae Form 1003 07/03

STANDARD FORM NO. 64 (REV. 5-22-64) (GSA GEN. REG. NO. 27) (41 CFR 101-11.6) (5010-107-01) (MAY 1964 EDITION) (GSA GEN. REG. NO. 27)

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.)

1. List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name

Creditor Name**Account Number**

15. GIVE DETAILS OF TRANSACTION, ETC. (SEE INSTRUCTIONS) 16. SIGNATURE OF AGENT

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535

ACKNOWLEDGMENT: Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's Signature	Date	Co-Borrower's Signature	Date

1. Substance

x Months Diet 11/26/07 Ex

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit laws.

The following information is requested by _____ under the Equal Housing Opportunity Act, which prohibits discrimination on the basis of race or ethnicity in housing opportunities. Fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may consider this information, as well as other factors, when determining whether to extend credit. If you furnish the information, please provide both ethnicity and race. For race

not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide your ethnicity and race, if any, and you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of

If you are unable to provide information requested by this form, please check the box below. (Lender must review the visual observation and eumeme if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the visual observation and eumeme if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the visual observation and eumeme if you have made this application in person.

above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER ☐ I do not wish to furnish this information. **CO-BORROWER** ☐ I do not wish to furnish this information.

Ethnicity: ☐ Hispanic or Latino ☒ Not Hispanic or Latino

Race: ☐ American Indian or Alaska Native ☐ Asian ☒ Black or African American ☐ White

☐ Alaska native
 ☐ African American
 ☐ Alaska native
 ☐ Native Hawaiian or other Pacific Islander
 ☐ White
 ☒ African American

☐ Native Hawaiian or Other Pacific Islander ☐ White ☐ Native Hawaiian or Other Pacific Islander ☐ White

Other Pacific Islands _____ Sex: ☐ Female ☐ Male

Sex: ☒ Female ☐ Male Gen: ☐ Female ☐ Male

To be Completed by Interviewer Interviewer's Name (print or type) David Tamm Name and Address of Interviewer's Employer GOLDEN GATE MORTGAGE, INC.

This application was taken by: DAVID JONES
 Date: 1/13/2007
 Interviewer's Signature: [Signature]
 3102 Millwood Avenue

FILED-15-12-11 11-24-07 COLUMBIA, SC 29208

☒ Telephone Interviewer's Phone Number (incl. area code) (P) 503-766-2600

☐ Internet 803-788-2880 (F) 803-788-2880 * See Form 1007-2700

Freddie Mac 85 07/06

DOROTHY BISTRUNK

1003 Page 3 08/05 - EncompassTM from Eila Mae - www.eilamae.com

By: 187

08

98

WF00032

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when the income or assets of a person other than the "Borrower" (including Borrower's spouse) will be used as a basis for loan qualification or the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as basis for loan qualification, but his or her liabilities must be considered because the spouse or other person who has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Borrower: Dorothy Sistrunk Co-Borrower: _____

I. TYPE OF MORTGAGE AND TERMS OF LOAN

Mortgage Applied for: ☐ VA ☒ Conventional ☐ Other (explain): _____ Agency Case Number: _____ Lender Case No.: 0174072777

Amount: \$ 75000.00 Interest Rate: 7.125 % No. of Months: 360 Amortization Type: ☒ Fixed Rate ☐ Other (explain): _____ Interest only: ☐ ARM (type): FIX-30

Subject Property Address (street, city, state, & ZIP)

423 BAYNE STREET, ORANGEBURG, SC 29115

Legal Description of Subject Property (attach description if necessary)

SEE ATTACHED LEGAL

Purpose of Loan: ☒ Purchase ☐ Construction ☐ Other (explain): _____ Property will be: ☒ Primary Residence ☐ Secondary Residence ☐ Investment

☐ Refinance ☐ Construction-Permanent

Complete this line if construction or construction-permanent loan.

Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a + b)
	\$	\$	\$	\$	\$

Complete this line if this is a refinance loan.

Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements	Cost: \$
	\$	\$		☐ made ☐ to be made	

Title will be held in what Name(s): DOROTHY SISTRUNK Manner in which Title will be held: _____ Estate will be held in: ☒ Fee Simple ☐ Leasehold (show expiration date)

Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)

Borrower's Name (include Jr. or Sr. if applicable): DOROTHY SISTRUNK Co-Borrower's Name (include Jr. or Sr. if applicable): _____

Social Security Number: 247-19-2747 Home Phone (incl. area code): 803-268-0718 DOB (MM/DD/YYYY): 03/18/1959 Yrs. School: 12

☐ Married ☒ Unmarried (include single, divorced, widowed) Dependents (not listed by Co-Borrower) no. _____ ages _____ ☐ Married ☐ Unmarried (include single, divorced, widowed) Dependents (not listed by Borrower) no. _____ ages _____

Present Address (street, city, state, ZIP): 5774 COLBURG LANE ORANGEBURG, SC 29115 ☐ Own ☒ Rent 6-0 No. Yrs. _____

Mailing Address, if different from Present Address

5774 COLBURG LANE ORANGEBURG, SC 29115

If residing at present address for less than two years, complete the following:

Former Address (street, city, state, ZIP): _____ ☐ Own ☐ Rent _____ No. Yrs. _____

Name & Address of Employer: ORANGEBURG AREA MENT ORANGEBURG, SC 29115 ☐ Self Employed Yrs. on this job: 7 Yrs. employed in this line of work/profession: 7

Position/Title/Type of Business: CLINICAL COUNS Business Phone (incl. area code): 803-534-3709

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Name & Address of Employer: _____ ☐ Self Employed Dates (from - to): _____ Monthly Income: \$ _____

Position/Title/Type of Business: _____ Business Phone (incl. area code): _____

Name & Address of Employer: _____ ☐ Self Employed Dates (from - to): _____ Monthly Income: \$ _____

Position/Title/Type of Business: _____ Business Phone (incl. area code): _____

Name & Address of Employer: _____ ☐ Self Employed Dates (from - to): _____ Monthly Income: \$ _____

Position/Title/Type of Business: _____ Business Phone (incl. area code): _____

Name & Address of Employer: _____ ☐ Self Employed Dates (from - to): _____ Monthly Income: \$ _____

Position/Title/Type of Business: _____ Business Phone (incl. area code): _____

ATTEST: TRUE COPY
Winnifia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION					
Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present
Base Empl. Income	\$ 2038.81	\$	\$ 2038.81	Rent	\$
Overtime				First Mortgage (P&I)	
Bonuses				Other Financing (P&I)	
Commissions				Hazard Insurance	55.00
Dividends/Interest				Real Estate Taxes	49.00
Net Rental Income				Mortgage Insurance	36.88
Other (before completing, see the notes to "Describe Other Income" below)				Homeowner Assn. Dues	
				Other:	
Total	\$ 2038.81	\$	\$ 2038.81	Total	\$ 446.25

* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Describe Other Income Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/C	Monthly Amount
	\$

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse, or other person, this Statement and supporting schedules must be completed about that spouse or other person also.
Completed ☐ Jointly ☒ Not Jointly

ASSETS		Cash or Market Value	LIABILITIES		Monthly Payt. & Mos. Lst. to Pay	Unpaid Balance
Description			Name and address of Company	\$ Payment/Months	\$	
Cash deposit toward purchase held by:	\$		CAPITAL 1 BK	135.00/20		2716.00
List checking and savings accounts below:			Acct. no. 528115188712			
Name and address of Bank, S&L, or Credit Union:			CBUSASEARS	99.00/33		3315.00
Acct. no. \$			Acct. no. 116005587073			
Name and address of Bank, S&L, or Credit Union:			CRESCENT	4111.00/1		4111.00
Acct. no. \$			Acct. no. CHASE MAN-100289			
Name and address of Bank, S&L, or Credit Union:			CRESCENT RECOVER	TO PAY		4153.00
Acct. no. \$			Acct. no. 100289209			
Name and address of Bank, S&L, or Credit Union:			DSNB MACYS	30.00/30		902.00
Acct. no. \$			Acct. no. 9735219820020			
Stocks & Bonds (Company name/number & description)	\$		GEMB/DILLARDS	20.00/24		479.00
Life Insurance net cash value	\$		Acct. no. 6045870325809014			
Face amount \$			LVNV FUNDING LL	TO PAY		1031.00
Subtotal Liquid Assets	\$	00	Acct. no. 5121075016897824			
Real estate owned (enter market value from schedule of real estate owned)	\$		Alimony/Child Support/Separate Maintenance Payments Owed to:	\$		
Vested interest in retirement fund	\$		Job Related Expense (child care, union dues, etc.)	\$		
Net worth of business(es) owned (attach financial statement)	\$		Total Monthly Payments	\$ 7273.00		
Automobiles owned (make and year)	\$		Total Assets &	\$		26996.00
Other Assets (itemize)	\$					

ATTEST: TRUE COPY
Winnifia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
		\$	\$	\$	\$	\$	\$
	Totals	\$	\$	\$	\$	\$	\$

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Creditor Name

Account Number

Borrower		Co-Borrower	
Yes	No	Yes	No
If you answer "yes" to any questions a through l, please use continuation sheet for explanation.			
a. Are there any outstanding judgments against you?		☐	☒
b. Have you been declared bankrupt within the past 7 years?		☐	☒
c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?		☐	☒
d. Are you a party to a lawsuit?		☐	☒
e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name and address of Lender, FHA or VA case number, if any, and reasons for the action.)		☐	☒
f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes," give details as described in the preceding question.		☐	☒
g. Are you obligated to pay alimony, child support, or separate maintenance?		☐	☒
h. Is any part of the down payment borrowed?		☐	☒
i. Are you a co-maker or endorser on a note?		☐	☒
j. Are you a U.S. citizen?		☒	☐
k. Are you a permanent resident alien?		☐	☒
l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.		☒	☐
m. Have you had an ownership interest in a property in the last 3 years?		☐	☒
(1) What type of property did you own—principal residence (PR), second home (SH), or investment property (IP)?			
(2) How did you hold title to the home—solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?			

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors or assigns and agrees and acknowledges that (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001 et seq; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or electronic record of this application, whether or not the loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors or assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein shall change prior to closing of the Loan; (8) in the event of my bankruptcy, the Loan becomes delinquent, the Lender, its servicers, successors or assigns may, in addition to any rights it may have under the Loan agreement, report my name and account information to one or more consumer credit reporting agencies; (9) the ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property, the estimated value of the property, or the interest rate on the Loan; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state law (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Acknowledgement: Each of the undersigned hereby acknowledge that any owner of the loan, its servicers, successors, and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's Signature <i>[Signature]</i>	Date 12/20/07	Co-Borrower's Signature <i>[Signature]</i>	Date

The following information is requested by the Federal Government for certain types of loans related to a dwelling. In order to monitor the Lender's compliance with equal credit opportunity, fair housing and some mortgage disclosure laws, you are not required to furnish this information, but are encouraged to do so. The law provides that a Lender may not discriminate either on the basis of race, information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you must check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations this Lender is required to note the information on the basis of visual observation or surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the visual observation to assure that the placement meets all requirements to which the Lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER ☐ I do not wish to furnish this information.		CO-BORROWER ☐ I do not wish to furnish this information.	
Ethnicity: ☐ Hispanic or Latino ☒ Not Hispanic or Latino		Ethnicity: ☐ Hispanic or Latino ☐ Not Hispanic or Latino	
Race: ☐ American Indian or Alaskan Native ☐ Asian ☒ Black or African American		Race: ☐ American Indian or Alaskan Native ☐ Asian ☐ Black or African American	
☐ Native Hawaiian or Other Pacific Islander ☐ White		☐ Native Hawaiian or Other Pacific Islander ☐ White	
Sex: ☒ Female ☐ Male		Sex: ☐ Female ☐ Male	

To be Completed by Interviewer:		Interviewer's Name (print or type)	
This application was taken by:		GOLDEN GATE MORTGAGE INC.	
☐ Face-to-face Interview	Interviewer's Signature	Date	Name and Address of Interviewer's Employer
☐ Mail			GOLDEN GATE MORTGAGE INC.
☒ Telephone			3102 MILLWOOD AVENUE
☐ Internet	Interviewer's Phone Number (Incl. area code)		COLUMBIA, SC 29205
	(803) 788-2880		

ATTEST: TRUE COPY
Winnifred B. Clark
 CLERK OF COURT
 ORANGEBURG COUNTY, SC

Continuation Sheet Residential Loan Application

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.

Borrower:
DOROTHY SISTRUNK
Co-Borrower:

Agency Case Number:

Lender Case Number:

0174072777

California applicants: Pursuant to California Civil Code 1812.300(i), a married applicant may apply for a separate account.

We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature:

X *Dorothy Sistrunk*

Date

12/20/07

Co-Borrower's Signature:

X

Date

Freddie Mac Form 65 01/04

Page 4 of 4

Fannie Mae Form 1003 01/04

ATTEST: TRUE COPY

Winnifred B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

DOROTHY SISTRUNK

(75000.00

Subject Property Address (street, city, state, & Zip)

423 BAYNE STREET, ORANGEBURG, SC 29115

Legal Description of Subject Property (attach description if necessary)

SEE ATTACHED LEGAL

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a spouse, this Statement and supporting schedules must be completed about that spouse also.

Completed ☐ Jointly ☐ ☒ Not Jointly

Completed ☐ Jointly ☒ Not Jointly

ASSETS		LIABILITIES	
Description	Cash or Market Value	Name and address of Company	Monthly Payment, & Moe. Ltr to Pay
Cash deposit toward purchase held by:	\$		Unpaid Balance
List checking and savings accounts below		LVNV FUNDING LL	\$ Payment/Months 2777.00/ 1
Name and address of Bank, S&L, or Credit Union		Acct. no. 1150015567073	\$ 3315.00
Acct. no.	\$	Name and address of Company	\$ Payment/Months
Name and address of Bank, S&L, or Credit Union		SC FEDERAL CU	101.00/ 49
Acct. no.	\$	Acct. no. 111944310	
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payment/Months
Acct. no.	\$	Acct. no.	\$
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payment/Months
Acct. no.	\$	Acct. no.	\$
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payment/Months
Acct. no.	\$	Acct. no.	\$
Stocks & Bonds (Company name/number & description)	\$	Name and address of Company	\$ Payment/Months
Life Insurance net cash value	\$	Acct. no.	\$
Face amount \$	\$	Name and address of Company	\$ Payment/Months
Subtotal Liquid Assets	\$	Acct. no.	\$
Real estate owned (enter market value from schedule of real estate owned)	\$	Name and address of Company	\$ Payment/Months
Vested interest in retirement fund	\$	Acct. no.	\$
Net worth of business(es) owned (attach financial statement)	\$	Name and address of Company	\$ Payment/Months
Automobiles owned (make and year)	\$	Acct. no.	\$
Other Assets (itemize)	\$	Alimony/Child Support/Separate Maintenance Payments Owed to:	\$
		Job Related Expense (child care, union dues, etc.)	\$
		Total Monthly Payments	\$
Total Assets a.	\$	Total Liabilities b.	\$

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Winnifia B. Clark

 CLERK OF COURT
 ORANGEBURG COUNTY, SC

Freddie Mac Form 85A/Rev. 01/04

Page 1 of 2

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FedEx Mail Form 1003A/Rev. 01/04

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
Totals							

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name

Creditor Name

Account Number

ASSIGNMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agree and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described herein; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated herein; (6) any owner or servicer of the Loan may verify or reverify any information contained in the application from any source named in this application, and Lender, its successors or assigns may retain the original and/or an electronic record of this application, even if the Loan is not approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the owner or servicer of the Loan may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer credit reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors and assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and visual recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Borrower's Signature

Date

Co-Borrower's Signature

Date

X *[Signature]*

12/20/07

X

This application was taken by

Interviewer's Name (print or type)

GOLDEN GATE MORTGAGE INC.

Name and Address of Interviewer's Employer

GOLDEN GATE MORTGAGE INC.

3102 MILLWOOD AVENUE

COLUMBIA, SC 29206

☐ Face-to-face interview

☐ Mail

☒ Telephone

☐ Internet

Interviewer's Signature

Date

Interviewer's Phone Number (incl. area code)

(803) 788-2880

ATTEST: TRUE COPY
Winnifia B. Clark
 CLERK OF COURT
 ORANGEBURG COUNTY, SC

FIXED RATE NOTEDECEMBER 21, 2007
DateCOLUMBIA
CitySOUTH CAROLINA
State423 BAYNE STREET, ORANGEBURG, SC 29115
(Property Address)**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 75,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is

WELLS FARGO BANK, N.A.

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 7.125 %.

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 FEBRUARY 1, 2008. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I 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 JANUARY 1, 2038, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at WELLS FARGO BANK, N.A.

P.O. BOX 11701, NEWARK, NJ 07101-4701

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. \$ 505.29

ATTEST: TRUE COPY*Winnif B. Clark*

CLERK OF COURT

ORANGEBURG COUNTY, SC

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 all of 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.

AB

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5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

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

(B) Default

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

(C) Notice of Default

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

(D) No Waiver by Note Holder

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

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

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

MULTISTATE FIXED

NOTE - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT
2 of 3FORM 3200 1/01
EC011L REV. 04/19/02

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Winnifred B. Clark

CLERK OF COURT

ORANGEBURG COUNTY, SC

D.D.

WF00040

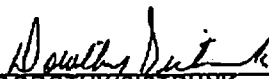
10. UNIFORM SECURED NOTE

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 that I owe under this Note. Some of those conditions are described as follows:

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

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

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


 DOROTHY/SISTRUNK _____ (Seal)
 -Borrower

(Sign Original Only)

ATTEST: TRUE COPY


 CLERK OF COURT
 ORANGEBURG COUNTY, SC

Return To:
WELLS FARGO BANK, N.A.
FINAL DOCUMENTS X9999-01M
1000 BLUE GENTIAN ROAD
EAGAN, MN 55121-1663

Prepared By:
KATHRYN R. PERKINSON
WELLS FARGO BANK, N.A.
2301 REXWOODS DR STE 260
RALEIGH, NC 27607-

FILED Dec 28, 2007 12:50:25 pm
BOOK 01914
PAGE 0221 THRU 0239
INSTRUMENT # 2007007670

FILED
ORANGEBURG
COUNTY
GAIL LANEY
REGISTER
OF DEEDS

Gail Laney
Signature

(Space Above This Line For Recording Data)

MORTGAGE

0174072777

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated DECEMBER 21, 2007 together with all Riders to this document.

(B) "Borrower" is
DOROTHY, SISTRUNK

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is WELLS FARGO BANK, N.A.

Lender is a National Association
organized and existing under the laws of THE UNITED STATES OF AMERICA

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Winnifred B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

Lender's address is

P. O. BOX 5137, DES MOINES, IA 50308-5137

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **DECEMBER 21, 2007**.

The Note states that Borrower owes Lender **SEVENTY-FIVE THOUSAND AND NO/100**

Dollars

(U.S. \$ **75,000.00**.....) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **JANUARY 1, 2038**

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

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

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

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

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

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

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

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

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

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

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

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Wendy P. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

AS

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA. (P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

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

County	of	ORANGEBURG
[Type of Recording Jurisdiction]		[Name of Recording Jurisdiction]

LEGAL DESCRIPTION IS ATTACHED HERETO AS SCHEDULE "A" AND MADE A PART HEREOF.

THIS IS A PURCHASE MONEY MORTGAGE.

Parcel ID Number:	which currently has the address of
423 BAYNE STREET	[Street]
ORANGEBURG	[City], South Carolina 29115 [Zip Code]
("Property Address"):	

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

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

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

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Winniford B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

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

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

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

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be

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Winnifred B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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

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

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Winnif B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

WF00047

or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

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

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

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In

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either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or

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(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.

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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.

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

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

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

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

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

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

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by

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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 provision 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

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

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

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

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

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

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

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

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

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer or servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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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 Environment Cleanup.

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

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

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration.

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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.

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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:

Hammond

Dorothy Sistrunk (Seal)
DOROTHY SISTRUNK Borrower

[Signature]

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ORANGEBURG COUNTY, SC
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WF00058

Legal Description

Property Address: 423 Bayne Street
Orangeburg, SC 29115

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being in the City of Orangeburg, South Carolina, more particularly shown and delineated as Lot 33 on a plat by S.D. Moss, Reg. C.F. and recorded in the Office of the Clerk of Court for Orangeburg County in Plat Book 4, page 128. Reference made to said plat for a more complete and accurate description.

This being the same property conveyed to Grantee by deed of Grantor dated 12/21/07 and recorded 12-28-07 in Book 1244 at Page 63 in the Office of the Register of Deeds for Orangeburg County, South Carolina.

TMS#: 0173-19-10-006.000

STATE OF SOUTH CAROLINA,
County of ORANGEBURG

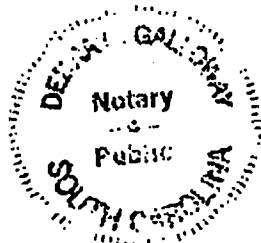
Personally appeared before me Stephanie Hammond
and made oath that he/she saw the within named Borrower sign, seal, and as his/her/their
act and deed, deliver the within written Mortgage; and that he/she with
Debra Gallaway . witnessed the execution thereof.

Hammond

Sworn to before me this 21ST day of DECEMBER, 2007

My Commission Expires:

My Commission Expires
January 5th 2014



[Signature]
Notary Public for South Carolina

ATTEST: TRUE COPY

Winnifred B. Clark
CLERK OF COURT
OR/126 EBURG COUNTY, SC

STATE OF SOUTH CAROLINA
Office Of State Treasurer
CONVERSE A. CHELLIS III, CPA

VOLUNTARY REDUCTIONS

426 STATE INSURANCE PLAN
443 FENC SOUTH CAROLINA MONEYPLUS

ATTEST: TRUE COPY
Winnifred B. Clark
 CLERK OF COURT
 ORANGEBURG COUNTY, SC
 127

WF00061

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Winnifred B. Clark
 CLERK OF COURT
 ORANGEBURG COUNTY, SC
 128

WF00062

Disclosure Notices

Borrower(s): DOROTHY SISTRUNK	Property Address: 423 BAYNE STREET Orangeburg, SC 29115

☐ Occupancy Statement

This is to certify that I/we do intend to occupy the subject property as my/our primary residence. I/We hereby certify under penalty of U.S. Criminal Code Section 1010 Title 18 U.S.C., that the above statement submitted for the purpose of obtaining mortgage insurance under the National Housing Act is true and correct.

☐ Fair Credit Reporting Act

An investigation will be made as to the credit standing of all individuals seeking credit in this application. The nature and scope of any investigation will be furnished to you upon written request made within a reasonable period of time. In the event of denied credit due to an unfavorable consumer report, you will be advised of the identity of the Consumer Reporting Agency making such report and of right to request within sixty (60) days the reason for the adverse action, pursuant to provisions of section 615(b) of the Fair Credit Reporting Act.

☐ Equal Credit Opportunity Act

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. Income which you receive as alimony, child support, or separate maintenance need not be disclosed to this creditor unless you choose to rely on such sources to qualify for the loan. Income from these and other sources, including part-time or temporary employment, will not be discounted by this lender because of your sex or marital status. However, we will consider very carefully the stability and probable continuity of any income you disclose to us. The Federal Agency that administers compliance with this law concerning this creditor is:

☐ Right to Financial Privacy Act

I/We acknowledge that this is notice to me/us as required by the Right to Financial Privacy Act of 1978 that the Veterans Administration (in the case of a VA Loan) or Department of Housing and Urban Development (in the case of an FHA Loan) has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to me/us. Financial records involving my/our transactions will be available to the VA (in the case of a VA Loan) or to HUD (in the case of an FHA Loan) without further notice or authorization but will not be disclosed or released to another government agency or department without my/our consent, except as required or permitted by law.

☐ Information Disclosure Authorization

I/We hereby authorize you to release to **GOLDEN GATE MORTGAGE, INC.** for verification purposes, information concerning:

- ☐ Employment History, dates, title(s), income, hours worked, etc.
- ☐ Banking (checking & savings) account of record
- ☐ Mortgage loan rating, (opening date, high credit, payment amount, loan balance and payment)
- ☐ Any information deemed necessary in connection with consumer credit report for real estate transaction

This information is for the confidential use of this lender in compiling a mortgage loan credit report. A copy of this authorization may be deemed to be the equivalent of the original and may be used as a duplicate original.

☐ Anti-Coercion Statement

The insurance laws of this state provide that the lender may not require the applicant to take insurance through any particular insurance agent or company to protect the mortgaged property. The applicant, subject to the rules adopted by the Insurance Commissioner, has the right to have the insurance placed with an insurance agent or company of his choice, provided the company meets the requirements of the lender. The lender has the right to designate reasonable financial requirements as to the company and the adequacy of the coverage.

I have read the foregoing statement, or the rules of the Insurance Commissioner relative thereto, and understand my rights and privileges and those of the lender relative to the placing of such insurance. I have selected the following agencies to write the insurance covering the property described above:

☐ Flood Insurance Notification

Federal regulations require us to inform you that the property used as security for this loan is located in an area identified by the U.S. Secretary of Housing & Urban Development as having special flood hazards and that in the event of damage to the property caused by flooding in a federally-declared disaster, federal disaster relief assistance, if authorized, will be available for the property.

At the closing you will be asked to acknowledge your receipt of this information. If you have any questions concerning this notice, kindly contact your loan officer.

Important: Please notify your insurance agent that the "loss payee" clause for the mortgagee on both the hazard and flood insurance must read as follows, unless otherwise advised:

☐ Consumer Handbook on Adjustable Rate Mortgages

I/We hereby acknowledge receipt from **GOLDEN GATE MORTGAGE, INC.** of a copy of the book titled "Consumer Handbook on Adjustable Rate Mortgages" published by the Federal Reserve Board and the Federal Home Loan Bank Board which is provided in addition to other required adjustable rate mortgage disclosures.

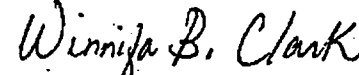
I/We hereby certify that I/we have read the Notices set forth above and fully understand all of the above.

	11/26/07		
Borrower	Date	Borrower	Date
DOROTHY SISTRUNK			

Borrower	Date	Borrower	Date

Disclosure Notices 904 - EncompassTM from Elite Mee - www.elitemee.com

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CLERK OF COURT
ORANGEBURG COUNTY, SC
129

WF00063

Credit Authorization

1. To all consumer-reporting agencies and to all creditors and depositories of the undersigned:

Please be advised that the undersigned, and each of them, has made application to:

GOLDEN GATE MORTGAGE, INC.

requesting an extension of credit to the undersigned. Therefore, the undersigned, and each of them, hereby authorizes you to provide credit report and/or a disclosure to Lender or any agent or balance. The undersigned also authorizes you to disclose your deposit or credit experiences with the undersigned to Lender or to third parties.

2. In addition, the undersigned, and each of them, hereby authorizes Lender to disclose to any third party, or any agent or employee thereof, information regarding the deposit or credit experience with any of the undersigned.

3. A photographic or carbon copy of this authorization bearing a photographic or carbon copy of the signature(s) of the undersigned may be deemed to be equivalent to the original hereof and may be used as a duplicate original.

Dorothy Sistrunk 11/26/07
Borrower Date

Co-Borrower

Date

Credit Authorization D4704 - Encorpense™ from Ellis Mae - www.ellismae.com

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Winnifia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

WF00064

CREDIT SCORE DISCLOSURE

Date	12/04/07	Loan Number	0174072777
Borrower(s)	DOROTHY SISTRUNK		
Address	5774 COLBURG LANE ORANGEBURG, SC 29115		
Lender	WELLS FARGO BANK, N.A.		

Thank you for your recent credit request. In evaluating your application for a home mortgage loan or home equity loan or line, we consider various types of information, including credit scores provided by one or more of the nationwide consumer reporting agencies - commonly called *credit bureaus* - listed below. We are required by law to disclose the score that a credit bureau distributes and that we use in considering your application. We use credit scores because they assist us in evaluating the credit histories of our applicants in a faster, more objective manner. One of the credit scores we obtained in connection with your application was a score provided by EXPERIAN. Your score on 12/04/07 was 602. We may also obtain and consider other credit scores from the credit bureaus listed below in making our credit decision on your application.

In addition to the score itself EXPERIAN provided the following key factors as the principal reasons why your score was less than the maximum score possible:

Proportion of balances to credit limits is too high on revolving accounts
Time since derogatory public record or collection
Number of accounts with delinquency

In addition to the factors listed above, the number of inquiries to your credit file at EXPERIAN during the last year also reduced your score to some extent. Only inquiries resulting from your application for additional credit or other financial products are considered by the scoring model score.

Please keep in mind these reasons are provided as factors on which you received less than the maximum possible score. Very few borrowers receive the maximum possible score, and the listing of these factors does not by itself indicate that you will not be approved for the loan you have requested. We consider many factors in addition to your credit score in making a decision on your application. If your application is not approved, you will receive a separate notice stating the specific reasons for that action, and they may not relate to your credit score.

We did not calculate your credit score nor did we develop the scoring model. Information is reported by lenders and others to consumer reporting agencies on a regular basis, so your credit score may change from day to day as information is added to or modified in their files. This information may vary among credit bureaus and, therefore, your credit score may also vary. If you have questions regarding the credit score or the list of reasons shown above, please contact both the credit bureau which provided the score as well as the other bureaus at the addresses and telephone number below:

Equifax - (BEACON (R) 96 Score Model) Score Range: 300 - 850
P.O. Box 740241 - Atlanta, GA 30374 - Phone: (800) 270-3435 - Internet: www.equifax.com
TransUnion - (EMPRICA (R) 98 Score Model) Score Range: 336 - 843
P.O. Box 34012 - Fullerton, CA 92634 - (800) 888-4213 - www.transunion.com
Experian - (Experian/Fair, Isaac Risk Model V2TM) Score Range: 360 - 840
P.O. Box 2104 - Allen, TX 75013 - (888) 397-3742 - www.experian.com

Additional information about credit scoring in general is also available from Fair, Isaac and Company, Inc., a leading developer of credit scoring systems, at www.myfico.com.

If you have questions about this letter, please contact your Lender's representative during normal business hours.

NOTICE TO HOME LOAN APPLICANT

In connection with your application for a home loan, the Lender must disclose to you the score that a consumer reporting agency distributed to users and the Lender used in connection with your home loan, and the key factors affecting your credit score.

The credit score is a computer-generated summary calculated at the time of the request and based on the information a consumer reporting agency or Lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the Lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice, or contact the Lender if the Lender developed or generated the credit score. The consumer reporting agency plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decisions on a loan application.

If you have any questions concerning the terms of the loan, contact the Lender.

ED280L Rev 10/28/04

ATTEST: TRUE COPY

Winnifia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

REF:1-06890-94818-0000 10/03/2007 TID:1-06890-94818 10/03/2007 12:22:01
 CREDCO Instant Merge Credit Report Acct: 3288983
 Prepared for: GOLDEN GATE MORTGAGE INC Notes: 0710GG001255
 Requested: EFX, XPM, TUC - I Delivered: EFX, XPM, TUC
 App: SISTRUNK, DOROTHY Age: 48 Sex: 247-19-2747
 Curr Addr: 5774 COLBURN, ORANGEBURG, SC 29115

SUMMARY

ACCOUNT DISTRIBUTION		Balance	CURRENT STATUS(tradelines)						
Account Type	Count		Payments	Curr	Cld	Unrt	30	60	90+
Real Estate	0	\$0	\$0	-	-	-	-	-	-
Installment	4	\$4,346	\$2,777	1	1	-	-	-	2
Revolving	10	\$11,881	\$241	5	4	-	-	-	1
Other	0	\$0	\$0	-	-	-	-	-	-
Total	14	\$16,227	\$3,018	6	5	-	-	-	3

INQUIRIES		PUBLIC RECORDS		HISTORICAL DELINQUENCIES(count)				
				Account Type	LastDltg	30	60	90+
12 Month Total	4	EFX	N/A	Real Estate		-	-	-
Elim. same day	0	XPM	N/A	Installment		-	-	2
Adjusted Total	4	TUC	N/A	Revolving	10/06	6	5	18
New Trades(6 mon)	0	Last 2yrs N		Other		-	-	-
				Total		6	5	20

Oldest Trd: 08/85 On File: 11/84

Only Applicant/Co-applicant information included in the Summary.

BUREAU SCORE INFORMATION

EFX BEACON 5.0 (APP)= 651 Factor: 00039, 00018, 00010, 00013
 00039 SERIOUS DELINQUENCY
 00018 NUMBER OF ACCOUNTS WITH DELINQUENCY
 00010 PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS
 00013 TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
 * Number of Inquiries Adversely Affected the Score

XPM FICO-II (APP)= 637 Factor: 39, 10, 18, 21
 39 SERIOUS DELINQUENCY
 10 PROPORTION OF BALANCE TO HIGH CREDIT ON BANK REVOLVING OR ALL REVOLVING ACCOUNTS
 18 NUMBER OF ACCOUNTS WITH DELINQUENCY
 21 AMOUNT PAST DUE TO ACCOUNTS
 * Number of Inquiries Adversely Affected the Score

TUC FICO Classic 98 (APP)= 558 Factor: 039, 013, 010, 018
 039 SERIOUS DELINQUENCY
 013 TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
 010 PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS
 018 NUMBER OF ACCOUNTS WITH DELINQUENCY

End of Decision Maker Report

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 Winnif B. Clark
 CLERK OF COURT
 ORANGEBURG COUNTY, SC

WF00066

***** DEROGATORY ITEMS *****

Accounts under Applicant:

- Page 1 of 6

Winnifred B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

REF:1-06890-94818-0000 10/03/2007 TID:1-06890-94818 10/03/2007 12:22:01

Account Name/Number (Source)	Open	High	Payment	Balance MOP	Status	Rptd	Past due	MR Last
							30 60 90+ MD MxDlg	

Accounts under Applicant (continued):

5. GEMS/DILLARDS/604587032560 (EPX-404DC02365*,XPN*,TUC*)
I 12-85 552 19 451 R-1 CURRENT 09-07 01 00 00 84 10-04
Hist: 09-07 11111111111111111111111111111111 PYMT 08-07 APP
Ctgy: CHARGE ACCOUNT Term: REV Lmt: 4000
Lates: ADDT'L LATES PRIOR TO 9-05
CHARGE

6. CHASE/441597002004 (EPX-4580M13962*,XPN*,TUC*)
I 10-03 3649 0 CLOSED R-9 COLL/P&L 11-06 02 02 08 38 10-06
Hist: 11-06 96654325554321911111111111111111 CLSD APP
Ctgy: CREDIT CARD Term: REV Lmt: 2500
Lates: 8x90+:10-06,9-06,8-06,7-06,6-06,5-06,4-06,3-06,2-06,1-06 ADDTNL LATES
ACCT SUBMITTED TO COLLECTION COLL 11-06
CHARGE OFF CHRG 09-05
ACCT TRANSFERRED
ACCT PURCHASED BY ANOTHER LENDER

7. SEARS/CBBD/51210750 (EPX-906BB05544*,XPN*,TUC*)
I 11-02 976 0 CLOSED R-9 COLL/P&L 06-06 01 01 03 43 03-06
Hist: 06-06 9111111119111999654321191 CLSD APP
Ctgy: CREDIT CARD Term: REV Lmt: 500
Lates: 3x90+:3-05,2-05,1-05 ; 1x60:12-04 ; 1x30:11-04
ACCT SUBMITTED TO COLLECTION COLL 06-06
ACCT TRANSFERRED
CREDIT CARD
ACCT PURCHASED BY ANOTHER LENDER
CHARGE OFF CHRG \$938 CHRG 08-04

Public Record Information:

No Public Record Information found

***** END OF DEROGATORY ITEMS *****

Account Name/Number (Source)	Open	High	Payment	Balance MOP	Status	Rptd	Past due	MR Last
							30 60 90+ MD MxDlg	

Joint Accounts:

8. WFFINANCE/105029758567132 (XPN-FP1558441)
J 05-97 487 N/A N/A I-1 CURRENT 05-98 00 00 00 13
Hist: 05-98 11111-11111111 JMT
Ctgy: INSTALLMENT SALES CONTRACT Term: 12 MON
PAID

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Winnif B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

REF:1-06890-94818-0000 10/03/2007 TID:1-06890-94818 10/03/2007 12:22:01

Account Name/Number (Source) Past due MR Last
Open High Payment Balance MOP Status Rptd 30 60 90+ MD MxBlq

Accounts under Applicant:

9. SC FEDERAL CU/11194 (EPX,XPN-FC1744582,TUC)
I 02-03 5556 92 4542 C-1 CURRENT 09-07 00 00 00 56
Hist: 09-07 11111111111111111111 PYMT 09-07 APP
Ctgy: LINE OF CREDIT Term: REV Lmt: 5500
LINE OF CREDIT
10. DSNB MACYS/973521962 (EPX-636DC26977,XPN,TUC)
I 08-85 1060 31 928 R-1 CURRENT 09-07 00 00 00 84
Hist: 09-07 11111111111111111111 PYMT 08-07 APP
Ctgy: CHARGE ACCOUNT Term: REV Lmt: 1500
CHARGE
11. CATHERINE/TAPE REPORT/627800001289 (EPX-444DC11914,XPN,TUC)
I 06-02 459 0 -0- R-1 CURRENT 09-07 00 00 00 63
Hist: 09-07 11111111111111111111 PYMT 02-07 APP
Ctgy: CREDIT CARD Term: REV Lmt: 500
CREDIT CARD
12. KAY JEWELERS/0000306198 (EPX,XPN-JA2300360,TUC)
I 06-02 -0- 0 -0- R-1 CURRENT 09-07 00 00 00 65
Hist: 09-07 11111111111111111111 APP
Ctgy: CHARGE ACCOUNT Term: REV
CHARGE
13. CATHERINE/TAPE REPORT/627800000033 (EPX-444DC11914,XPN,TUC)
I 07-87 406 0 CLOSED R-1 CURRENT 04-06 00 00 00 84
Hist: 04-06 11111111111111111111 CLSD 04-06 APP
Ctgy: CREDIT CARD Term: REV Lmt: 600
CLOSED BY CONSUMER
PAID - CREDIT LINE CLOSED
PAID
14. SC FEDERAL CU/111944821 (EPX-824PC00105,XPN,TUC)
I 09-02 5868 0 CLOSED I-1 CURRENT 09-04 00 00 00 26
Hist: 09-04 11111111111111111111 CLSD APP
Ctgy: AUTO
PAID - CREDIT LINE CLOSED
AUTO LOAN
PAID
CLOSED

Identification Information:

1. HARLEY, DOROTHY A San: 247-19-2747 Dob: 03-18-59 (EPX)
NAME VARIATION.
2. HARLEY, DOROTHY A San: 247-19-2747 Dob: 03-18-59 (XPN)
NAME VARIATION.

ATTEST: TRUE COPY

Winniford B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

Identification Information (continued):

3. HARLEY, DOROTHY A Ssn: 247-19-2747 Dob: 03-18-59 (TUC)
NAME VARIATION.

Inquiries made in the last 12 months:

1. 10-03-07 FAC (TUC-206119554) (APP)
2. 08-31-07 PORTFOLIO RC (TUC-Y00001710) (APP)
3. 08-17-07 CREDITORS INTERCHG (XPN-YC1984518) (APP)
4. 10-19-06 ARSRECOVER (EFX-079YC00048) (APP)

Address Information:

1. RR 2 BOX 244
NORTH, SC 29112 Rptd 07-98 (EFX) (APP)
2. 5074 COBURG LN
ORANGEBURG, SC 29115 Rptd 04-06 (EFX,TUC) (APP)
3. 5074 COBURG LN
ORANGEBURG, SC 29115 9000 Rptd 02-01 (XPN) (APP)
4. 223 MARTHA HEIGHTS LN
NORTH, SC 29112 Rptd 01-07 (EFX,TUC) (APP)
5. 223 MARTHA HEIGHTS LN
NORTH, SC 29112 8975 Rptd 11-97 (XPN) (APP)
6. 233 MARTHA HEIGHTS LN
NORTH, SC 29112 (TUC) (APP)
7. RR 2 BOX 244
NORTH, SC 29112 9412 Rptd 10-95 (XPN) (APP)

AKA Information:

1. HARLEY, SISTRUNK DOROTHY (XPN) (APP)
2. HARLEY SISTRUNK, DOROTHY (EFX) (APP)
3. HARLEY-SISTRUNK, DOROTHY (EFX) (APP)
4. SISTRUNK, DOROTHY R (XPN) (APP)
5. SISTRUNK, DOROTHY, H (TUC) (APP)

Employment Information:

1. 803 5343709
COUNSELOR Rptd 02-02 (TUC) (APP)
2. ORANGEBURG TRANSITION TREATMEN
OCCUPATION UNKNOWN (EFX) (APP)
3. S CAROLINA ST
OCCUPATION UNKNOWN (EFX) (APP)
4. SC DEPT OF MENTAL HEALT ORANGEBURG, SC 29115
OCCUPATION UNKNOWN Rptd 04-02 (XPN) (APP)
5. SC MENTAL HEALTH ORANGEBURG ORANGEBURG
OCCUPATION UNKNOWN Rptd 02-03 (XPN) (APP)
6. STONE APPERAL NORTH, SC
MACHINE OPR (EFX) (APP)

ATTEST: TRUE COPY

*Winnif B. Clark*CLERK OF COURT
ORANGEBURG COUNTY, SC

Miscellaneous Information:

1. Variation between Inquiry and Onfile address (BFX) (APP)
2. Variation between Inquiry and Onfile address (XFN) (APP)
3. Variation between Inquiry and Onfile address (TUC) (APP)

Decode Directory Information:

1. CAP ONE BK (XPN-1270246)
BY MAIL ONLY, PO BOX 85520, RICHMOND, VA 23285
2. CATHERINE/TAPE REPORT (XPN-1356070)
(513)576-5362, 1103 ALLEN DR, MILFORD, OH 45150
3. CHASE (XPN-1240338)
(800)955-9900, 800 BROOKSEdge BLVD, WESTERVILLE, OH 43081
4. CONTINENTAL CREDIT (XPN-3981362)
(800)877-2681, 4465 NORTHPARK DR STE 30, COLORADO SPRINGS, CO 80907
5. CREDITORS INTERCHG (XPN-1984518)
(716)614-7500, 80 HOLTE DR, BUFFALO, NY 14225
6. GEMB/DILLARDS (XPN-1355850)
BY MAIL ONLY, PO BOX 861400, EL PASO, TX 79998
7. KAY JEWELERS (XPN-2300360)
375 GHENT RD, AKRON, OH 44333
8. LVNV FUNDING LLC (XPN-1623040)
(800)363-3115, PO BOX 740281, HOUSTON, TX 77274
9. M R S ASSOCIATES (XPN-6980117)
(856)667-5566, 3 EXECUTIVE CAMPUS, CHERRY HILL, NJ 08002
10. NCYDSNB (XPN-1352830)
(800)458-6229, 9111 DUKE BLVD, MASON, OH 45040
11. SC FEDERAL CU (XPN-1744582)
(843)569-5080, PO BOX 190012, NORTH CHARLESTON, SC 29419
12. SEARS/CBSD (XPN-1230738)
BY MAIL ONLY, PO BOX 6189, SIOUX FALLS, SD 57117
13. SEARS/CBSD (XPN-1323240)
BY MAIL ONLY, PO BOX 6189, SIOUX FALLS, SD 57117
14. STANLEY WEINBERG & ASS (XPN-1981071)
(630)705-9500, 800 SPRINGER DR, LOMBARD, IL 60148
15. WFFINANCE (XPN-1558441)
(803)749-3002, 275 HARRISON BLVD STE J, COLUMBIA, SC 29212

Fraud Verification Information:

TUC High Risk Fraud Alert (APP)
INPUT SSN; YEAR ISSUED: 1973-1974; STATE: SC; (EST. AGE OBTAINED: 13 TO 15).

Consumer Referral Information:

BFX - EQUIFAX INFORMATION SVCS, PHONE: (800) 685-1111
P.O. BOX 740241, ATLANTA, GA 30374
XPN - EXPERIAN, PHONE: (888) 397-3742
P.O. BOX 2002, ALLEN, TX 75013
TUC - TRANS UNION, PHONE: (800) 916-8800
P.O. BOX 34012, FULLERTON, CA 92834

Page 5 of 6

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Winnifia B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

- WF00071

REF:1-06890-94818-0000 10/03/2007

TID:1-06890-94818 10/03/2007 12:22:01

Prepared By: First American CREDCO
825 EAST GATE BOULEVARD, SUITE 310
GARDEN CITY, NY 11530
Contact: 800 435 5661 Fax: 800 435 5667

This report contains information supplied by the repositories named above. Its contents have not been verified by First American CREDCO and may contain duplicate information. While this report is being used for some real estate lending purposes, it is not a Residential Mortgage Credit Report as defined by FNMA, FHLMC, and FHA/VA guidelines.

***** END OF INSTANT MERGE REPORT *****

End of Credit Report

ATTEST: TRUE COPY

Winniford B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

WF00072

REF:1-06890-94818-0000 10/03/2007 TID:1-06890-94818 10/03/2007 12:22:01
CREDCO Instant Merge Credit Report Acct: 3288983
Prepared for: GOLDEN GATE MORTGAGE INC Notes: 0710GG001255
Requested: EFX, XPN, TUC - I Delivered: EFX, XPN, TUC
App: SISTRUNK, DOROTHY Age: 48 Sex: 247-19-2747
Curr Addr: 5774 COLBURG, ORANGEBURG, SC 29115

CREDIT REPORT REQUESTS:

Please complete ALL spaces below and attach the necessary forms in order to expedite processing. Thank you.

Date of Request: _____

Return To: _____

Phone Number: _____

RMCR/Merge Plus Account Number: _____
(for proper conversion and credit)

- ☐ RMCR Report - Please include a signed 1003 and an authorization form. Use the OTHER CHANGES/COMMENTS section for any special requirements/requests.
- ☐ Merge Plus Report - Please include a signed authorization form. Use the OTHER CHANGES/COMMENTS section to request research on up to 3 items excluding public records.
- ☐ Business Report - Please include a signed application, with list of creditors.
- ☐ Combo - RMCR Report + Business Report - Please include a signed application and an authorization form.

OTHER CHANGES/COMMENTS:

Please specify account name, account number, and type of verification needed such as Rating, Balance, Payment, Dispute, etc.

Please fax to: 800 435 5667
Customer service phone: 800 435 5661
Thank you for using First American CREDCO

ATTEST: TRUE COPY

Winnif B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

Borrower's Certification & Authorization

Certification

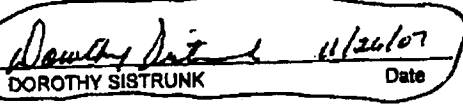
The undersigned certify the following:

1. I/We have applied for a mortgage loan from GOLDEN GATE MORTGAGE, INC.
In applying for the loan.
I/We completed a loan application containing various information on the purposes of the loan, the amount and source of the down payment, employment and income information, and assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application with the employer and/or other documents, nor did I/We omit any pertinent information.
2. I/We understand and agree that GOLDEN GATE MORTGAGE, INC. reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.
3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

Authorization to Release Information

To Whom It May Concern:

1. I/We have applied for a mortgage loan from GOLDEN GATE MORTGAGE, INC.
As part of the application process, GOLDEN GATE MORTGAGE, INC. may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We understand and agree that GOLDEN GATE MORTGAGE, INC. reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.
3. GOLDEN GATE MORTGAGE, INC. or any investor that purchases the mortgage may address this authorization to any party names in the loan application.
4. A copy of this authorization may be accepted as an original.
5. Your prompt reply to GOLDEN GATE MORTGAGE, INC. or the investor that purchased the mortgage is appreciated.


DOROTHY SISTRUNK

Date

Date

Social Security Number: 247-19-2747

Social Security Number:

Borrower's Certification & Authorization 01/04 - Encompass™ from Ellie Mae - www.ellie.com

ATTEST: TRUE COPY
Winnifia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

WF00074

Truth In Lending Disclosure Statement

Date **DECEMBER 21, 2007** Loan Number **0174072777**

Lender **WELLS FARGO BANK, N.A.**
2301 REXWOODS DR STE 200
RALPHIGH, NC 27607

Borrower(s) **DOROTHY SISTRUNK**

Property Address
423 BAYNE STREET
ORANGEBURG, SC 29115

Loan Amount **\$75,000.00** Interest Rate **7.125% GUARANTEED**

Final disclosure

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
7.5585 %	\$ 111,866.14	\$ 75,000.00	\$ 186,866.14

Payment Schedule: Payments will be due monthly

Number of Payments	Amount of Payment	Payments Begin
120	\$ 542.17	02/01/08
043	517.79	02/01/18
196	505.29	09/01/21
001	503.93	01/01/38

Variable Rate Your loan ☐ does, ☒ does not contain a variable-rate feature. Disclosures about the variable-rate feature have been provided to you earlier.

Security You are giving a security interest in ☒ the real property, and fixtures and rents if indicated in the rider to the mortgage ☐ shares of stock evidencing ownership of the cooperative unit, at the property address referenced above.

Late Charge If a payment is more than **15** days late, you will be charged **5 %** of the payment.

Assumption Someone buying your house ☐ may, subject to conditions, ☒ cannot be allowed to assume the remainder of the loan on the original terms.

Prepayment If you pay off your loan early, you ☐ may, ☒ will not have to pay a penalty. If you pay off your loan early, you ☐ may, ☒ will not be entitled to a refund of part of the finance charge.*

Demand Feature ☐ If checked, your loan includes a demand feature.

Hazard Insurance Hazard insurance is required and may be obtained through any company of your choice that is acceptable to the Lender.

You should refer to your Note, Mortgage and other documents for additional information about non-payment, default, any required repayment in full before the scheduled date, prepayment rebates, and penalties.

* If you pay off your loan early, you will not receive a refund of part of the finance charge that you have already paid.

I (We) acknowledge receipt of this Disclosure Statement. Date **12/21/07**

DOROTHY SISTRUNK

ATTEST: TRUE COPY

Winnif B. Clark

CLERK OF COURT
 ORANGEBURG COUNTY, SC

Federal Truth-In-Lending Disclosure Statement

Lender/Broker: GOLDEN GATE MORTGAGE, INC.	Loan Number: 07100GG001238	Date Prepared: 10/03/2007
Borrower(s): DOROTHY SISTRUNK	Property Address: 423 BAYNE STREET Orangeburg, SC 29118	
☒ Initial Disclosure estimated at time of application ☐ Final Disclosure based on contract terms		

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you assuming the annual percentage rate does not change.	The amount of credit provided to you or on your behalf as of loan closing.	The amount you will have paid after you have made all payments as scheduled assuming the annual percentage rate does not change.
E 7.302 %	E \$ 106,216.38	E \$ 73,686.87	E \$ 111,993.22

Your Payment Schedule Will Be:

Number of Payments	* Amount of Payments	Monthly Payments Are Due Beginning	Number of Payments	* Amount of Payments	Monthly Payments Are Due Beginning
359	688.29	03/01/2008			
1	594.11	01/01/2038			

* Includes mortgage insurance premiums, excludes taxes, hazard insurance and flood insurance.

- ☐ Demand Feature: This loan transaction has a demand feature.
☐ Required Deposit: The annual percentage rate does not take into account your required deposit.
☐ Variable Rate Feature: Your loan contains a Variable Rate Feature. Disclosures about the Variable Rate Feature have been provided to you separately.

Security Interest: You are giving security interest in: 423 BAYNE STREET, Orangeburg SC 29118

☒ the goods or property being purchased. ☐ real property you already own.

Filing or Recording Fee: \$38.00

Late Charge: If a payment is more than 10 days late, you will be charged \$ 25.29 / 5.000 % of the payment.

Prepayment: If you pay off your loan early, you

- ☐ may ☒ will not have to pay a penalty.
☒ may ☐ will not be entitled to a refund of part of the finance charge.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Signature
Credit Life		I want credit life insurance. Signature:
Credit Disability		I want credit disability insurance. Signature:
Credit Life and Disability		I want credit life and disability insurance. Signature:

This loan transaction requires the following insurance:

- ☒ Hazard Insurance ☐ Flood Insurance ☐ Credit Insurance ☐ Credit Life Insurance ☐ PMI ☐ PFI

Borrower(s) may obtain hazard and flood insurance through any person of his/her choice, provided said carrier meets the requirements of the Lender. If Borrower desires Property Insurance to be obtained through the Lender's designated agency, the cost will be set forth in a separate insurance statement furnished by the Lender.

☐ If you purchase insurance from creditor, you will pay \$ for a one-year term.

Assumption: Someone buying your house:

- ☐ may ☐ may, subject to conditions. ☒ may not assume the remainder of your loan on the original terms.

See your contract documents for additional information regarding nonpayment, default, right to accelerate the maturity of the obligation, prepayment rebates and penalties, and the Lender's policy regarding assumption of the obligation.

- ☒ All dates and numerical disclosures except late payment disclosures are estimates. E means an estimate.

The undersigned hereby acknowledge receiving and reading a completed copy of this disclosure along with copies of the documents provided. The delivery and signing of this disclosure does not constitute an obligation on the part of the lender to make, or the Borrower(s) to accept, the loan as identified.

Read, acknowledged and accepted this 3 day of OCTOBER, 2007 By: DAVID TERRELL

Dorothy Sistrunk 10/21/07
Borrower
DOROTHY SISTRUNK

REC-2 TIL 07/08 - Enclosure from Erie Mae - www.erie.com

Co-borrower

Date

ATTEST: TRUE COPY

Winnifia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

WF00076

**Notice to Applicant of Right
to Receive Copy of Appraisal Report**

Date: //
Loan Number: 0710GG001255
Property Address: 423 BAYNE STREET
Orangeburg, SC 29115

You have the right to receive a copy of the appraisal report to be obtained in connection with the loan for which you are applying, provided that you have paid for the appraisal. We must receive your written request no later than days after we notify you about the action taken on your application or you withdraw your application. If you would like a copy of the appraisal report, contact:

GOLDEN GATE MORTGAGE, INC.
3102 Millwood Avenue
COLUMBIA, SC 29205

Dorothy Sistrunk 11/26/07
Borrower Date
DOROTHY SISTRUNK

Borrower Date

Borrower Date

Borrower Date

Appraisal Notice 04/04 - EncompassTM from Ellie Mae - www.elliemae.com

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Winnifred B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

WF00077



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NATIONAL REGISTRY NATIONAL REGISTRY APPRAISER REPORT

JIM H AUSTIN III

Report Date: 12/10/2007

Last Name: AUSTIN
First Name: JIM
Middle Initial: H
Name Suffix: III
Company:
Phone:
Street Address: 1825 ST JULIAN PLACE 15-F
City, State, ZIP: COLUMBIA, SC 29204

Licensing State	License Number	Last Name	License Type	Status	Effective Date	Expiration Date	AQB Compl
SC	4202	AUSTIN	Licensed	Active	7/26/2007	6/30/2008	Yes

Disciplinary Action : None

Disciplinary Action Effective Date : N/A

Disciplinary Action Expiration Date : N/A

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Winnifia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

Privacy Act Notice

ATTEST: TRUE COPY

Winniford B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

<http://www.asc.gov/Content/category1/appraiserDetail.aspx?key=FJFDJNGLMMS&quer...> 12/10/2007

WF00079

Golden Gate Mortgage, Inc.

3102 Millwood Ave
Columbia, SC 29205
Telephone: 803-788-2880
Fax: 803-736-9290
Alternate Fax (803) 454-0595

MORTGAGE BROKER FEE AGREEMENT FOR FINANCIAL SERVICES

Notice to Prospective Borrower(s): Read this contract carefully so that you can make an informed choice. You are entitled to a copy of this contract. Signing this contract does not obligate you to obtain a mortgage loan through this mortgage broker, nor does it constitute mortgage loan approval.

This agreement is valid for ninety (90) days from this date.

Proposed Loan Amount \$ 75,000.00 (☒) 1st or (☐) 2nd Mortgage Interest Rate %

Who do I Represent?

Golden Gate Mortgage, Inc., as your mortgage broker and/or originator, (we are/I am) acting as your agent in providing mortgage brokerage services. As your agent we/I owe you a duty of the utmost care, honesty and loyalty, including full disclosure of all material facts.

(Broker/originator initial the following statement that is applicable.)

☐ We are/I am, also, the agent for _____
(Name of additional person with an agency relationship)

☒ We/I do not have an agency relationship with any other person.

We will provide the following services at the estimated cost shown for each. These services will be paid for by the person indicated, either you (the borrower), the lender or both. (See attached Good Faith Estimate (GFE) for service provided, estimated cost and the person responsible for payment.)

Lender Payments to Broker (Yield Spread Premium) Disclosure

For purposes of this disclosure, a yield spread premium (YSP) is the amount paid to the broker by the lender based on the difference between the interest rate at which the broker originates the loan and the par, or market rate offered by a lender. If you would rather pay a lower interest rate, you may pay higher up front fees; if you pay less up front, you may pay a higher interest rate. Before you sign this contract, I can display alternatives for you. The amounts disclosed here apply only if you qualify for this loan.

1. Dollar amount of Yield Spread Premium \$ 1300.00

2. Dollar amount of mortgage \$ 75,000.00

Percent of Yield spread Premium in relation to loan amount 1.75 % (Item 1/Item 2)

The following is an itemization of points, fees and commissions related to my mortgage:

Processing Fee	\$ <u>495</u>
Broker/Origination Fee	\$ <u>1500</u>
	\$ _____
	\$ _____
	\$ _____

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Winnifia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

3. Total Points Fees and Commissions

Percent of Points, Fees and Commissions in relation to loan amount

\$ 1495
2.025 %
(Item 3/Item 2)

Total of Yield Spread Premium, Points, Fees and Commissions

\$ 3295
(Item 1 + Item 3)

Percent of Yield Spread Premium, Points, Fees and Commissions in relation to the total loan amount

3.75 %

Agency to Receive Borrower Complaints

The following agency is designated to receive complaints or inquiries about the origination and making of you mortgage:

It is also understood that no fee will be charged if either the applicant or lender turns down the loan.

Street Address: South Carolina Department of Consumer Affairs
3600 Forest Drive, 3rd Floor
Columbia, SC 29204
Mailing Address: P.O. Box 5757
Columbia, SC 29250
Phone: 803-734-4200 or toll free in S.C. only 1-800-922-1594

I acknowledge by my signature that I have received a fully executed copy of this disclosure at the time of my application for a mortgage. It has been explained to me and I understand it. I understand that a copy of this disclosure will be maintained in my file with my mortgage broker and further, I voluntarily enter into this mortgage transaction.

DOROTHY SISTRUNK

Borrower Name (please print)

Dorothy Sistrunk
Borrower's Signature

11/26/07
Date Signed

Co-borrower Name (please print)

Co-borrower's Signature

Date Signed

By signing below, the mortgage broker certifies that the information in this contract is accurate and complies with all provisions of Section 8 of the Real Estate Settlement Procedures Act, 24 CFR, Part 3500 and South Carolina Law.

By: [Signature]
Golden Gate Mortgage, Inc.

11-26-07
Date Signed

Attention Borrowers: Know Your Rights!

This may be the largest and most important loan you get during your lifetime. You should be aware of certain rights before you enter into any loan agreement.

1. You have the RIGHT to shop for the best loan for you and compare the charges of different mortgage brokers and lenders.
2. You have the RIGHT to be informed about the total cost of your loan including the interest rate, points and other fees.
3. You have the RIGHT to ask for a Good Faith Estimate of all loan and settlement charges before you agree to the loan and pay any fees.
4. You have the RIGHT to know what fees are not refundable if you decide to cancel the loan agreement.
5. You have the RIGHT to ask your mortgage broker to explain exactly what the mortgage broker will do for you.
6. You have the RIGHT to know how much the mortgage broker is getting paid by you and the lender for your loan.
7. You have the RIGHT to ask questions about charges and loan terms that you do not understand.
8. You have the RIGHT to a credit decision that is not based on your race, color, religion, national origin, sex, marital status, age, or whether any income is from public assistance.
9. You have the RIGHT to know the reason if your loan was turned down.
10. You have the RIGHT to ask for the HUD settlement costs booklet "Buying Your Home".
11. You have the RIGHT to request a copy of your settlement statement (Form HUD-1 or 1-A) one day prior to your loan closing.

Buying Your Home and other helpful information is available at HUD's WEB site:
<http://www.hud.gov/offices/hao/sfo/res/shrcstrc.cfm> For other questions call 1-800-217-6970.

Mortgage Broker Fee Agreement
(Revised 04/99)
Page 4 of 4

ATTEST: TRUE COPY
Winniford B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

ATTORNEY/INSURANCE PREFERENCE CHECKLIST

1. I {we} have been informed by Golden Gate Mortgage, Inc. that I {we} have a right to select legal counsel to represent me {us} in all matters of this transaction relating to the loan.

A. I select Tucker Platten Dorothy Sistrunk 11/26/07
Attorney's Name DOROTHY SISTRUNK Date

B. Having been informed of this right, and having no preference, I asked for assistance from Golden Gate Mortgage, Inc. and was referred to a list of acceptable attorneys. From that list,

I select _____
Attorney's Name DOROTHY SISTRUNK Date

2. I {we} have been informed by [F] that I {we} have a right to select an insurance agent to furnish required insurance in connection with this mortgage transaction.

A. I select State Farm Dorothy Sistrunk 11/26/07
Agent's Name DOROTHY SISTRUNK Date

B. Having been informed of this right, and having no preference, I asked for assistance from [F315] and was referred to a list of acceptable insurance agents. From that list,

I select _____
Agent's Name DOROTHY SISTRUNK Date

GOLDEN GATE MORTGAGE INC.
3102 Millwood Ave
Columbia, SC 29205
803-788-2880

ATTEST: TRUE COPY

Winnifia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

RESPA Servicing Disclosure

Lender: GOLDEN GATE MORTGAGE, INC.

Date: 11/26/2007

NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. IF YOUR LOAN IS MADE, SAVE THIS STATEMENT WITH YOUR LOAN DOCUMENTS. SIGN THE ACKNOWLEDGMENT AT THE END OF THIS STATEMENT ONLY IF YOU UNDERSTAND ITS CONTENTS.

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2601 et. seq.) you have certain rights under that Federal Law.

This statement tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

Transfer Practices and Requirements

If the servicing of your loan is assigned, sold, or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the effective date of the transfer. The new loan servicer must also send you notice within 15 days after the effective date of the transfer. The present servicer and the new servicer may combine this information in one notice, so long as the notice is sent to you 15 days before the effective date of transfer. The 15 day period is not applicable if a notice of prospective transfer is provided to you at settlement. The law allows a delay in the time (no more than 30 days after a transfer) for servicers to notify you upon the occurrence of certain business emergencies.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, and the name, address, and toll-free or collect call telephone number of the new servicer, and toll-free or collect call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions. During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed by you.

Complaint Resolution

Section 8 of RESPA (12 U.S.C. 2605) gives you certain consumer rights, whether or not your loan servicing is transferred. If you send a "qualified written request" to your servicer, your servicer must provide you with a written acknowledgment within 20 Business Days of receipt of your request. A "qualified written request" is written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and the information regarding your request. Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, or must provide you with a written clarification regarding any dispute. During this 60-Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request.

A Business Day is any day in which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Damages and Costs

Section 8 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section.

Servicing Transfer Estimates

1. The following is the best estimate of what will happen to the servicing of your mortgage loan:

- A. ☐ We may assign, sell or transfer the servicing of your loan while the loan is outstanding.
☐ We are able to service your loan and we ☐ will ☐ will not ☐ haven't decided whether to service your loan.

OR

- B. ☒ We do not service mortgage loans, ☐ and we have not serviced mortgage loans in the past three years.
We presently intend to assign, sell or transfer the servicing of your mortgage loan. You will be informed about your servicer.

2. For all first lien mortgage loans that we make in the 12-month period after your mortgage loan is funded, we estimate that the percentage of mortgage loans for which we will transfer servicing is between:

_____ (0 to 25%) or (None) _____ 26 to 50% _____ 51 to 75% _____ ☒ (76 to 100%) or (All)

This estimate ☒ does ☐ does not include assignments, sales or transfers to affiliates or subsidiaries. This is only our best estimate and it is not binding. Business conditions or other circumstances may affect our future transferring decisions.

3. A. ☐ We have previously assigned, sold or transferred the servicing of first lien loans.

OR

B. ☒ This is our record of transferring the servicing of the first-lien mortgage loans we have made in the past:

Year	Percentage of Loans Transferred	(rounded to nearest quartile - 0, 25%, 50%, 75%, or 100%)
2004	100	%
2005	100	%
2006	100	%

This information ☒ does ☐ does not include assignments, sales or transfers to affiliates or subsidiaries.

Acknowledgment of Mortgage Loan Applicant(s)

I/We have read this disclosure form, and understand its contents, as evidenced by my/our signature(s) below. I/We understand that this acknowledgment is required as part of the mortgage loan application.

Dorothy Sistrunk 11/26/07
Borrower Date
DOROTHY SISTRUNK

Borrower Date

Borrower Date

Borrower Date

ATTEST: TRUE COPY

Winnifred B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

**The Housing Financial Discrimination Act of 1977
Fair Lending Notice**

Property Address: 423 BAYNE STREET Orangeburg, SC 29115	Lender: GOLDEN GATE MORTGAGE, INC. 3102 Millwood Avenue COLUMBIA, SC 29205
Loan Number: 0710GG001255	Date: 11/26/2007

It is illegal to discriminate in the provision of or in the availability of financial assistance because of the consideration of:

1. Trends, characteristics or conditions in the neighborhood or geographic area surrounding a housing accommodation, unless the financial institution can demonstrate in the particular case that such consideration is required to avoid an unsafe and unsound business practice; or
2. Race, color, religion, sex, marital status, domestic partnership, national origin or ancestry.

It is illegal to consider the racial, ethnic, religious or national origin composition of a neighborhood or geographic area surrounding a housing accommodation or whether or not such composition is undergoing change, or is expected to undergo change, in appraising a housing accommodation or in determining whether or not, or under what terms and conditions, to provide financial assistance.

These provisions govern financial assistance for the purpose of the purchase, construction, rehabilitation or refinancing of one- to four-unit family residences occupied by the owner and for the purpose of the home improvement of any one- to four-unit family residence.

If you have any questions about your rights, or if you wish to file a complaint, contact the management of this financial institution or the Department of Real Estate at one of the following locations:

ACKNOWLEDGEMENT OF RECEIPT

I/we received a copy of this notice.

<u><i>Dorothy Sistrunk</i></u> Borrower DOROTHY SISTRUNK	<u>11/26/07</u> Date
_____ Co-Borrower	_____ Date

Department of Real Estate — Mortgage Lending Unit

RE 867 (Rev. 5/04)

Fair Lending 10/04 - Encompass™ from Ellie Mae - www.elliemae.com

ATTEST: TRUE COPY

Winnifia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

WF00085

PRIVATE MORTGAGE INSURANCE DISCLOSURE

12/20/2007

DOROTHY SISTRUNK

0174072777

You are required to pay for mortgage insurance in connection with the above-referenced mortgage loan. The Homeowners Protection Act of 1998 ("the Act") gives you certain rights respecting cancellation of mortgage insurance.

If: 1) you maintain a good payment history; 2) the value of your home does not decline; and 3) there are no other mortgages or other liens on your home (for example, you have not taken out a second mortgage, a home equity loan or home equity line of credit), you will be able to cancel your mortgage insurance when the outstanding balance of the loan secured by the mortgage reaches 80% of the original value of the mortgaged property. Your outstanding balance is scheduled to reach this level on November 01, 2020, based solely on the loan's initial amortization schedule. It may occur earlier, based on your actual payments. In order to cancel your mortgage insurance, you must submit a written request for cancellation to the servicer of your loan at the appropriate time. The servicer may require a new appraisal (at your expense) to confirm that the value of your home has not declined and certification that there are no other liens on your home.

In addition, if you are current on the payments required by the terms of your loan, your obligation to pay for mortgage insurance will automatically terminate on September 01, 2021, or as soon thereafter as you become current on all required payments. This is the date on which the outstanding balance of your loan is scheduled to reach 78% of the original value of your home.

The rights to cancellation and termination of private mortgage insurance described above would not apply to a loan classified as "high risk" in accordance with the Act. Your loan was not classified as "high risk," and therefore you have the rights described above.

If your loan has a balloon payment feature, or a convertible balloon feature that is not exercised, then the maturity date and balloon payment may occur prior to the mortgage insurance cancellation and automatic termination dates identified above.

There may be other guidelines under which an earlier termination of your obligation is permitted.

For your reference we are attaching an initial amortization schedule for your loan.

ATTEST: TRUE COPY

Winnifia B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

8/8 P. 474 ON

DEC. 20. 2007 5:45PM WELLS FARGO

JD

(Not a Loan Commitment)

Doc#: 1172672047

GFE Provided By: GOLDEN GATE MORTGAGE, INC. 3102 Minwood Avenue COLUMBIA, SC 29208 David Terrell 803-756-2888	Subject Property: 423 BAYNE STREET Orangeburg, SC 29115	Borrower(s): DOROTHY BISTRUNK

The information provided below reflects estimates of the charges you are likely to incur at the settlement of your claim. The fees listed are estimates; actual charges may be more or less. Your transaction may not involve a fee for every item listed. The numbers listed beside the estimates generally correspond to the numbered lines contained in the HUD-1 or HUD-1A statement. Subsequent to your settlement, you will receive a settlement statement. The HUD-1 or HUD-1A settlement statement will show you the actual cost of items paid at settlement.

Items Required by Lender to be Paid in Advance						Reserve Deposited with Lender					
900						1000					
901	Prepaid Interest	days @ 14.843%	\$			1001	Hazard Ins	3 mths @	\$3.33	\$	\$9.99
902	Mortgage Insurance Premium		\$			1002	Mortgage Ins	1 mth @	\$6.00	\$	\$6.00
903	Hazard Insurance Premium		\$			1003	City Prop. Tax	mths @		\$	
904	County Property Tax		\$			1004	Property Tax	3 mths @	\$6.00	\$	\$17.00
905	VA Funding Fee		\$			1006	Flood Ins	mths @		\$	
906	Flood Insurance Premium		\$			1007		mths @		\$	
907			\$			1008		mths @		\$	
908			\$			1010	Aggregate Analysis			\$	
						Total Estimated Reserve/Prepaid Costs				\$	\$83.99

S - Paid by Seller
B - Paid by Broker
L - Paid by Lender
A - APR Affected by Cost
O - Paid by Other
P - Paid Outside Closing (POC)

[illegible]

Dorothy Bistrunk 11/26/07
Borrower Date Co-borrower Date
DOROTHY BISTRUNK
QFE Broker Expanded 07/06 - Encompass™ from Eile Mae - www.eilemae.com

TEST: TRUE COPY
Winnifred B. Clark
CLERK OF COURT
DRANGEBURG COUNTY, SC

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN: 1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☒ CONV. INS. 6. FILE NUMBER: SISTRUNK RE-50-14 7. LOAN NUMBER: 0174072777 8. MORTGAGE INS CASE NUMBER:				
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. 10 3/98 (SISTRUNK RE-50-14 PFD/SISTRUNK RE-50-14/19)						
D. NAME AND ADDRESS OF BORROWER: Dorothy Sistrunk 423 Bayne Street Orangeburg, SC 29115		E. NAME AND ADDRESS OF SELLER: Thomas D. Jacobs 532 Knox Abbott Drive, Suite 3 Cayce, SC 29033		F. NAME AND ADDRESS OF LENDER: Wells Fargo Home Mortgage 4600 Emperor Blvd., Suite 200 Durham, NC 27703		
G. PROPERTY LOCATION: 423 Bayne Street Orangeburg, SC 29115 Orangeburg County, South Carolina		H. SETTLEMENT AGENT: 20-0031189 The Player Law Firm, LLC PLACE OF SETTLEMENT 1415 Broad River Road Columbia, SC 29210			I. SETTLEMENT DATE: December 21, 2007	
J. SUMMARY OF BORROWER'S TRANSACTION				K. SUMMARY OF SELLER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM BORROWER:				400. GROSS AMOUNT DUE TO SELLER:		
101. Contract Sales Price 75,000.00				401. Contract Sales Price 75,000.00		
102. Personal Property				402. Personal Property		
103. Settlement Charges to Borrower (Line 1400)				403.		
104.				404.		
105.				405.		
Adjustments For Items Paid By Seller in advance				Adjustments For Items Paid By Seller in advance		
106. City/Town Taxes to				406. City/Town Taxes to		
107. County Taxes to				407. County Taxes to		
108. Assessments to				408. Assessments to		
109.				409.		
110.				410.		
111.				411.		
112.				412.		
120. GROSS AMOUNT DUE FROM BORROWER 75,000.00				420. GROSS AMOUNT DUE TO SELLER 75,000.00		
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:				500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
201. Deposit or earnest money				501. Excess Deposit (See Instructions)		
202. Principal Amount of New Loan(s) 75,000.00				502. Settlement Charges to Seller (Line 1400) 3,508.31		
203. Existing loan(s) taken subject to				503. Existing loan(s) taken subject to		
204.				504. Payoff of first Mortgage to Ameris Bank 74,722.68		
205.				505. Payoff of second Mortgage		
206.				506.		
207.				507.		
208.				508.		
209.				509.		
Adjustments For Items Unpaid By Seller				Adjustments For Items Unpaid By Seller		
210. City/Town Taxes to				510. City/Town Taxes to		
211. County Taxes to				511. County Taxes to		
212. Assessments to				512. Assessments to		
213.				513.		
214.				514.		
215.				515.		
216.				516.		
217.				517.		
218.				518.		
219.				519.		
220. TOTAL PAID BY/FOR BORROWER 75,000.00				520. TOTAL REDUCTION AMOUNT DUE SELLER 78,228.99		
300. CASH AT SETTLEMENT FROM/TO BORROWER:				600. CASH AT SETTLEMENT TO/FROM SELLER:		
301. Gross Amount Due From Borrower (Line 120) 75,000.00				601. Gross Amount Due To Seller (Line 420) 75,000.00		
302. Less Amount Paid By/For Borrower (Line 220) (75,000.00)				602. Less Reductions Due Seller (Line 520) (78,228.99)		
303. CASH (FROM) (TO) BORROWER 0.00				603. CASH (TO) (X FROM) SELLER 3,228.99		

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Borrower

Dorothy Sistrunk

Seller

Thomas D. Jacobs

ATTEST: TRUE COPY
Winnifia B. Clark
 CLERK OF COURT
 ORANGEBURG COUNTY, SC

WF00088

L. SETTLEMENT CHARGES									
700. TOTAL COMMISSION Based on Price						PAID FROM BORROWER'S FUNDS AT SETTLEMENT		PAID FROM SELLER'S FUNDS AT SETTLEMENT	
Division of Commission (line 700) as Follows:									
701. \$ to									
702. \$ to									
703. Commission Paid at Settlement									
704. to									
800. ITEMS PAYABLE IN CONNECTION WITH LOAN									
801. Loan Origination Fee % to									
802. Loan Discount % to									
803. Appraisal Fee to									
804. Credit Report to									
805. Lender's Inspection Fee to									
806. Mortgage Ins. App. Fee to									
807. Assumption Fee to									
808. Underwriting Review to Wells Fargo Home Mortgage						#		585.00	
809. Flood Cert Fee to WFFS						#		19.00	
810. Tax Service Fee to WPRETS						#		70.00	
811. Mig Bkr Comp 2.334 to Golden Gate Mortgage						POC:L1750.50			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE									
901. Interest From 12/21/07 to 01/01/08 @ \$ 14.640000/day (11 days %)						#		161.04	
902. Mortgage Insurance Premium for months to									
903. Hazard Insurance Premium for 1.0 years to State Farm Insurance						POC:B661.00			
904.									
905.									
1000. RESERVES DEPOSITED WITH LENDER									
1001. Hazard Insurance 3.000 months @ \$ 55.08 per month						#		165.24	
1002. Mortgage Insurance months @ \$ 36.88 per month						#			
1003. City/Town Taxes 4.000 months @ \$ 13.86 per month						#		55.44	
1004. County Taxes 4.000 months @ \$ 57.85 per month						#		231.40	
1005. Assessments months @ \$ per month						#			
1006. months @ \$ per month						#			
1007. months @ \$ per month						#			
1008. Aggregate Adjustment months @ \$ per month						#		-71.75	
1100. TITLE CHARGES									
1101. Settlement or Closing Fee to						#		200.00	
1102. Abstract or Title Search to The Player Law Firm, LLC						#		75.00	
1103. Recording Update Fee to The Player Law Firm, LLC						#		75.00	
1104. Title Insurance Binder to The Player Law Firm, LLC						#		125.00	
1105. Document Preparation to The Player Law Firm, LLC						#		52.00	
1106. Copy/Courier/Wire Fees to The Player Law Firm, LLC						# \$26.00		250.00	
1107. Attorney's Fees to The Player Law Firm, LLC						#			
(includes above item numbers:)									
1108. Title Insurance to Player Title Agency						#		330.00	
(includes above item numbers:)									
1109. Lender's Coverage \$ 75,000.00 75.00 60% = \$45.00									
1110. Owner's Coverage \$ 75,000.00 255.00 60% = \$153.00									
1111.									
1112.									
1113.									
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES									
1201. Recording Fees: Deed \$ 11.00; Mortgage \$ 25.00; Releases \$						#		36.00	
1202. City/County Tax/Stamp: Deed Stamps 277.50; Mortgage								277.50	
1203. State Tax/Stamp: Revenue Stamps ; Mortgage									
1204.									
1205.									
1300. ADDITIONAL SETTLEMENT CHARGES									
1301. Survey to									
1302. Pest Inspection to									
1303. Satisfaction Processing Fee to Player Law Firm								10.00	
1304. 2007 County Taxes to Orangeburg County Treasurer								694.18	
1305. 2007 City Taxes to Orangeburg City Treasurer								166.26	
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 602, Section K)						0.00		3,506.31	

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

The Player Law Firm, LLC
Settlement Agent

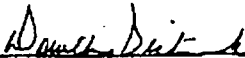
Certified to be a true copy.

ATTEST: TRUE COPY
Winnifia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

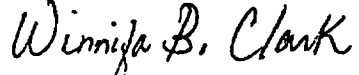
Borrower: Dorothy Sistrunk
Seller: Thomas D. Jacobs
Lender: Wells Fargo Home Mortgage
Settlement Agent: The Player Law Firm, LLC
(803)772-8008
Place of Settlement: 1415 Broad River Road
Columbia, SC 29210
Settlement Date: December 21, 2007
Property Location: 423 Bayne Street
Orangeburg, SC 29115
Orangeburg County, South Carolina

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.


Dorothy Sistrunk


Thomas D. Jacobs

ATTEST: TRUE COPY


CLERK OF COURT
ORANGEBURG COUNTY, SC

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

(SISTRUNK RE-50-14.PFD/SISTRUNK RE-50-14/14)

BUYER / SELLER CERTIFICATION

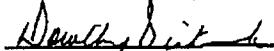
Borrower: Dorothy Sistrunk
Seller: Thomas D. Jacobs
Lender: Wells Fargo Home Mortgage
Settlement Agent: The Player Law Firm, LLC
(803)772-8008
Place of Settlement: 1415 Broad River Road
Columbia, SC 29210
Settlement Date: December 21, 2007
Property Location: 423 Bayne Street
Orangeburg, SC 29115
Orangeburg County, South Carolina

The Buyer and Seller this date have checked, reviewed and approved the figures appearing on the Disclosure/Settlement Statement (Statement of Actual Costs), consisting of two (2) pages. Buyer acknowledges receipt of the payment of the loan proceeds in full, and Seller acknowledges payment in full of the proceeds due Seller from the settlement.

Seller understands that the payoff figure(s) shown on the first page of the Settlement Statement are figures supplied to the Settlement Agent by the Seller's lender(s) and is/are subject to confirmation upon tender of payment. If the payoff figure(s) are inaccurate, Seller agrees to immediately pay any shortage(s) that may exist.

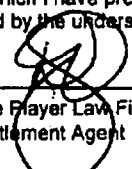
As part of the consideration of this sale, the contract between the parties is by reference incorporated herein and made a part hereof; the terms and conditions contained therein shall survive the closing and shall not merge upon the delivery of the warranty deed.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.


Dorothy Sistrunk


Thomas D. Jacobs

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


The Player Law Firm, LLC
Settlement Agent

ATTEST: TRUE COPY

Winnifia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

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

(SISTRUNK RE-50-14.PFD/SISTRUNK RE-50-14/14)

PREPARED BY:

THE PLAYER LAW FIRM, LLC
1415 BROAD RIVER ROAD
COLUMBIA, SC 29210

SPACE ABOVE THIS LINE RESERVED FOR RECORDING INFORMATION

THE STATE OF SOUTH CAROLINA	)	
	)	TITLE TO REAL ESTATE
COUNTY OF ORANGEBURG	)	

KNOW ALL MEN BY THESE PRESENTS, That, I, **Thomas D. Jacobs**, herein referred to as the Grantor, for and in consideration of the sum of **Seventy Five Thousand and 00/100 Dollars (\$75,000.00)** to me paid by **Dorothy Sistrunk**, hereinafter Grantee, in the State aforesaid, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, her heirs, successors and assigns forever:

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being in the City of Orangeburg, South Carolina, more particularly shown and delineated as Lot 33 on a plat by S.D. Moss, Reg. C.E. and recorded in the Office of the Clerk of Court for Orangeburg County in Plat Book 4, page 128. Reference made to said plat for a more complete and accurate description.

DERIVATION: This being the identical property conveyed to Thomas D. Jacobs by Special Warranty Deed dated August 15, 2007 and recorded September 18, 2007 in the Office of the Register of Deeds for Orangeburg County in Deed Book 1229 at Page 116.

TAX MAP NUMBER: 0173-19-10-006.000

PROPERTY ADDRESS: 423 Bayne Street
Orangeburg, SC 29115

GRANTEE'S ADDRESS:

This conveyance is made subject to easements, restrictions, covenants, and conditions of record, including matters shown on recorded plats.

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

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantee, her heirs and assigns forever.

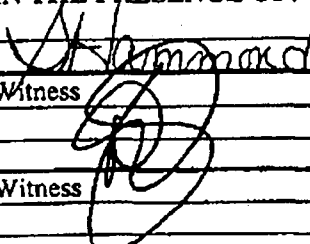
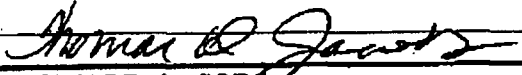
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Winnifred B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

AND THE GRANTOR does hereby bind Grantor's heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, her heirs and assigns, against the Grantor and the Grantor's heirs and against every person whomsoever lawfully claiming or to claim, the same or any part thereof.

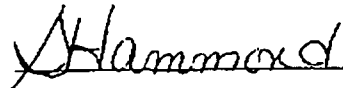
WITNESS My Hand and Seal this 21st day of December, 2007.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

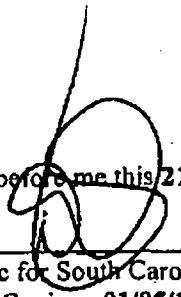
	
Witness	THOMAS D. JACOBS
Witness	

THE STATE OF SOUTH CAROLINA	)	
	)	PROBATE
COUNTY OF ORANGEBURG	)	

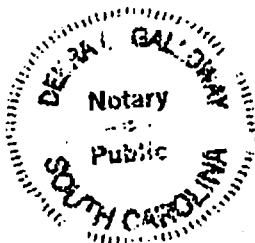
PERSONALLY APPEARED BEFORE ME the undersigned witness and made an oath that s/he saw the within Grantor sign, seal and as the Grantor's act and deed, deliver the within-written Title to Real Estate for the uses and purposes therein mentioned, and that s/he with the other witness whose signature appears above, witnessed the execution thereof.

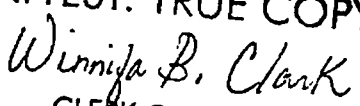

Witness

SWORN to before me this 21st day of December, 2007



Notary Public for South Carolina
Commission Expires: 01/05/14



ATTEST: TRUE COPY

CLERK OF COURT
ORANGEBURG COUNTY, SC

STATE OF SOUTH CAROLINA	)
	) AFFIDAVIT
COUNTY OF ORANGEBURG	)

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

- I have read the information on this affidavit and I understand such information.
- The property being transferred is located at 423 Bayne Street Orangeburg, SC 29115, bearing Orangeburg County Tax Map Number 0173-19-10-006.000, and was transferred by Thomas D. Jacobs to Dorothy Sistrunk on December 21, 2007.

- Check one of the Following: The Deed is

- ☒ Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- ☐ Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- ☐ Exempt from the deed recording fee because (See Information section of this affidavit);

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

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

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

(a)	☒	The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of <u>\$75,000.00</u> .
(b)	☐	The fee is computed on the fair market value of the realty which is
(c)	☐	The fee is computed on the fair market value of the realty as established for property tax purposes which is

- Check Yes ☐ or No ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: N/A.

- The deed recording fee is computed as follows:

(a)	Place the amount listed in item 4 above here:	<u>\$75,000.00</u>
(b)	Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	<u>\$ 0.00</u>
(c)	Subtract line 6(b) from line 6(a) and place result here:	<u>\$75,000.00</u>

- The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is: \$288.50.

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

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

SWORN to before me this 21st day of December, 2007

[Signature]
Notary Public for South Carolina
My Commission Expires: 10/25/10

[Signature]
Responsible Person Connected with the Transaction

Debra C. Galloway
Print or type the above name here

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Winnifred Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

INFORMATION

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

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a State, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);

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Winnif B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

INFORMATION (Continued):

- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791 (a)) and which is formed to operate or to take functional control of

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Winniford B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

STATE OF SOUTH CAROLINA,
County of ORANGEBURG

Personally appeared before me Stephanie Hammond
and made oath that he/she saw the within named Borrower sign, seal, and as his/her/their
act and deed, deliver the within written Mortgage; and that he/she with

Debra Gallaway

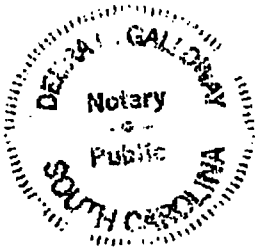
, witnessed the execution thereof.

Stephanie Hammond

Sworn to before me this 21ST day of DECEMBER, 2007

My Commission Expires:

My Commission Expires
January 5th 2014



Notary Public for South Carolina

[Signature]

ATTEST: TRUE COPY

Winnifia B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

Property Insurance Requirements

Loan Number: 0174072777

Notice to Borrowers: Wells Fargo Home Mortgage, a division of Wells Fargo Bank, N.A., (Lender) requires you to obtain insurance in connection with this loan. You are free to choose the insurer and/or insurance agent through or by which you will obtain this insurance, provided the insurer is authorized to transact business in your state and meets the Lender's requirements outlined below.

Your choice of insurer or agent will not affect the credit decision or credit terms in any way.

Acceptable Insurance Companies

The Lender has the right to approve or disapprove the insurer you select to underwrite the insurance.

The insurer must be rated by the A.M. Best Company as having a B or better general policyholder's rating and a financial class size of at least III, or a DEMOTECH, INC. minimum rating of A.

The insurer must be authorized to do business in the state where the property is located.

Policies from a State Fair Plan, Wind Pool, or from a non-admitted insurer, are acceptable only when coverage cannot be obtained from an insurance company authorized to do business in the state.

Insured Name and Property Address

The policy must show name(s) of insured(s) identical to those shown on the loan documents, and a property address corresponding to that shown on the Lender's records. A legal description must be shown for rural properties, condominiums, or other properties if property address does not adequately define the location of the property. (Example: Route 1, Box 5, is inadequate)

Policy Forms and Perils

A Hazard insurance policy is required. The policy must provide coverage equal to or broader than those coverages provided under an Insurance Services Office (ISO) homeowner's form HO-3. The Hazard policy (or a separate Wind policy) must include coverage for windstorm, including hurricanes and named tropical storms.

Minimum Coverage

The minimum Hazard coverage amount required is 100% of the insurable value of the improvements on the property as determined by the Hazard insurance provider. The insurance policy must indicate claims settlement for damage to the dwelling will be on a replacement cost basis. If the hazard insurance policy indicates that wind or windstorm insurance is excluded, then a separate evidence of wind or windstorm insurance coverage must be provided. If separate windstorm coverage is provided the coverage amount must be equal to the amount of coverage on the hazard insurance policy or binder.

Flood insurance will be required if the property is designated to be within a Special Flood Hazard Area either prior to or after the time of loan closing. If flood insurance is required, the coverage amount must be equal to 100% of the insurable value of the improvements on the property as determined by the Hazard insurance provider. The maximum amount of Flood Insurance required will be the lesser of a) 100% of the Hazard coverage, or b) the maximum coverage available under the National Flood Insurance Program.

Condominiums: Units in planned unit developments (PUD) or condominium projects may be covered under the "master" or "blanket" policy for the project. At loan closing, you must provide a Certificate of Insurance evidencing the condominium association's master policy. A Certificate of Insurance may take several weeks to obtain. Do not delay contacting the condominium association for this information. Failure to provide the Certificate of Insurance will delay loan closing.

Periodic Review

The Lender requires that you review your policy periodically with your insurance agent or company to ensure that your policy is sufficient to protect your interest in the property and that the amount of coverage keeps up with replacement cost values.

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Winniford B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

(continued on reverse)

EU103A Rev.08/23/07

Property Insurance Requirements

Loan Number: 0174072777

Deductible

Hazard and Windstorm deductibles on all property types for most loan programs are acceptable up to 5% of the dwelling or building coverage amount.

Flood deductibles on 1-4 family unit dwellings, including manufactured homes, free standing single unit condominiums, row houses, and townhouses are acceptable up to \$5,000. Higher deductibles (up to the maximum approved deductibles in the National Flood Insurance Program) are acceptable on Condominium HOA's and Cooperatives.

Qualification for some special programs we offer might require you to carry a lower hazard or flood deductible.

Policy and Premium Term

The policy must be written for at least a one year term or be continuous until cancelled.

Policy Submission and Inception Date

An insurance binder with a receipt confirming payment of the first annual premium or a policy must be obtained and provided to the Lender before the date of closing. **The loan number must appear on the face of the submitted document for all renewals.**

Policies on new loans must show an inception date prior to, or concurrent to, the date of the loan funding.

Certificates of Insurance

The Lender will accept an original lender's Certificate of Insurance issued by an authorized company in lieu of the original policy, provided the certificate includes: insured name; lender; property address; type, amount and effective dates of coverage; deductible and coverage amounts; any endorsement or optional coverage made part of policy; Insurer's agreement to provide at least 10 days notice to the Lender before any reduction on coverage or cancellation of policy; and signature of authorized representative of the issuers (if required by law).

State Sponsored Plans

Some state sponsored plans take up to 90 days to issue an original policy. Because this would create an undue hardship in a sale or refinance, we will accept a copy of the application for insurance and a copy of a cashier's check, money order, or agent's check showing proof of premium payment. Copies of personal checks are not acceptable unless they have cleared the bank.

Renewals under a State Fair Plan are handled as any other insurance policy.

Failure to Provide Coverage

If a policy or paid binder is not submitted prior to loan closing, the Lender will withhold loan funding until coverage is provided. Any **renewal** policy must be received at least 30 days prior to expiration of existing coverage. **Binders are not acceptable for renewal.**

Lender Placed Insurance

In the event a renewal policy is not received before the expiration date, or if a notice of cancellation is received on an existing policy and the policy is not reinstated prior to the cancellation, or if the insurance you provide does not meet the requirements of the Lender, the Lender may secure limited Lender Placed insurance coverage at your expense.

Lender Placed insurance coverage will not provide the same coverage as your preferred policy. The insurance may cover flood and/or hazard on the dwelling structure only and may not provide liability or contents coverage. You will probably pay a higher premium for less coverage than you would for insurance which you can buy from the company or agent of your choice.

The cost for Lender Placed insurance coverage will be charged to you. In order to minimize the cost of insurance to you and to maximize the type and amount of coverage for your property, it is recommended that you secure your own insurance coverage from the company or agent of your choice. Unearned premiums on Lender Placed insurance will be refunded to you when you provide evidence of acceptable insurance.

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CLERK OF COURT
ORANGEBURG COUNTY, SC

Mortgagee Clause

The policy must contain a standard mortgagee clause in favor of the Lender. Your loan number must be shown on the face of the policy.

The Lender's address and borrower's loan number must appear on the policy exactly as the clause checked below:

WELLS FARGO BANK, N.A.,
its successors and/or assigns,

LOAN NUMBER: 0174072777
P.O. BOX 5708 (CPI #708)
SPRINGFIELD, OH 45501-5708

Premium Payment

All premiums for new loans, assumptions or renewals are to be paid by the borrower, except where escrow accounts (impounds) are required for insurance.

Other Property Insurance

The Lender may require mudslide, sinkhole, mine subsidence, volcanic eruption, lava flow, avalanche and/or earthquake insurance, depending on the location of the property.

These requirements must be met to prevent a delay at loan closing.

The Lender reserves the right to modify these requirements at any time upon written notice to you.

CONSUMER DISCLOSURES

The Lender, through its own insurance agency or an affiliated agency, can also make this insurance available to you. However, federal and state laws provide that the Lender cannot require you to obtain insurance through the Lender, an affiliate, or any particular unaffiliated third party, either as a condition to obtaining this credit or to obtain special terms or consideration and may not condition an extension of credit on your agreement not to obtain insurance from an unaffiliated third party.

Insurance products sold through or on behalf of the Lender or its affiliate are not deposits or obligations of, or guaranteed by, the Lender or its affiliate and are not insured by the Federal Deposit Insurance Corporation, the Lender or its affiliate.

I acknowledge that I have received the above Consumer Disclosures.

Wendy S. T. 12/21/07
Borrower Date

Borrower

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Winnif B. Clark
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ORANGEBURG COUNTY, SC

Borrower Date

Borrower Date

NAME AFFIDAVIT

Date DECEMBER 21, 2007
Lender WELLS FARGO BANK, N.A.
Borrower(s) DOROTHY SISTRUNK
Property Address 423 BAYNE STREET
ORANGEBURG, SC 29115
Loan Number 0174072777

The undersigned, DOROTHY SISTRUNK
certifies that he/she is one and the same person as:

D SISTRUNK, DOROTHY SISTRUNK, DOROTHY A H SISTRUNK
(Indicate Name Variation) (Indicate Name Variation)

HARLEY, DOROTHY HARLEY SISTRUNK, DOROTHY
(Indicate Name Variation) (Indicate Name Variation)

as signed on any of the documents executed in connection with this real estate transaction.

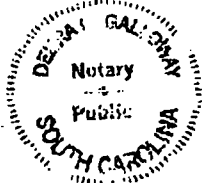
Dorothy Sistrunk
Borrower's Signature

STATE OF South Carolina,
COUNTY OF Rickland ss.

Sworn to before me this 21 day of December, 2007

[Signature]
Notary Public

My commission expires: January 5th 2014



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Winnifred B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

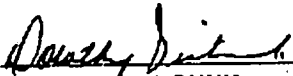
Correction Agreement - Limited Power of Attorney

On DECEMBER 21, 2007, the undersigned borrower(s), for and in consideration of the approval, closing and funding of their mortgage loan (# 0174072777), hereby grant PLAYER LAW FIRM as settlement agent and/or WELLS FARGO BANK, N.A. as lender limited power of attorney to correct and/or execute or initial all typographical or clerical errors discovered in any or all of the closing documentation required to be executed by the undersigned at settlement. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf.

THIS LIMITED POWER OF ATTORNEY MAY NOT BE USED TO INCREASE THE INTEREST RATE THE UNDERSIGNED IS PAYING, INCREASE THE TERM OF THE UNDERSIGNED'S LOAN, INCREASE THE UNDERSIGNED'S OUTSTANDING PRINCIPAL BALANCE OR INCREASE THE UNDERSIGNED'S MONTHLY PRINCIPAL AND INTEREST PAYMENTS. Any of these specified changes must be executed directly by the undersigned.

This limited power of attorney shall automatically terminate 120 days from the closing date of the undersigned's mortgage loan.

In WITNESS WHEREOF, the undersigned have executed this Limited Power of Attorney as of the date and year first above referenced.

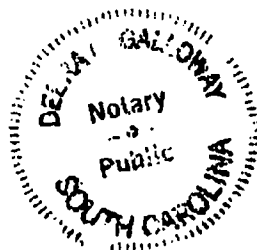

DOROTHY SISTRUNK

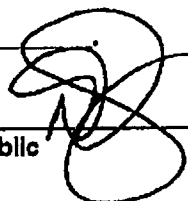
State of SC)
County of Richland) SS

This instrument was acknowledged before me on 12/21/07
Dorothy Sistrunk

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Winnif B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC




Notary Public

My commission expires: January 5th 2014

ED048L Rev. 02/07/04

WF00102

**Initial Escrow Account
Disclosure Statement**

Borrower(s): DOROTHY SISTRUNK

12/20/07

Loan#: 0174072777

This is an estimate of activity in your escrow account during the coming year based on payments anticipated to be made from your account.

Month	Payments to Escrow Account	Payments from Escrow Account	Description	Escrow Account Balance
Initial Deposit.....				380.33
February	163.67	36.88	PMI IN	507.12
March	163.67	36.88	PMI IN	633.91
April	163.67	36.88	PMI IN	760.70
May	163.67	36.88	PMI IN	887.49
June	163.67	36.88	PMI IN	1,014.28
July	163.67	36.88	PMI IN	1,141.07
August	163.67	36.88	PMI IN	1,267.86
September	163.67	36.88	PMI IN	1,394.65
October	163.67	36.88	PMI IN	1,521.44
November	163.67	897.32	PMI IN, CNT TX, CIT TX	787.79
December	163.67	697.88	PMI IN, HOM IN	253.58
January	163.67	36.88	PMI IN	380.37

Legend:

MIP IN Mortgage Insurance Premium
PMI IN Private Mortgage Insurance
HOM IN Homeowners Insurance
FLD IN Flood Insurance

CNT TX County Tax
CIT TX City Tax
SCH TX School Tax
SUP TX Supplemental Tax
IRR TX Irrigation Tax

WAT TX Water (MUD, PUD, WSID/etc) Tax
FIR TX Fire Tax
GLR TX Ground Lease/Rent Tax
SPA TX Special Assessment Tax
SEW TX Sewer/Sanitation Tax

Please keep this statement for comparison with the actual activity in your account at the end of the escrow accounting computation year. Questions should be directed to 1-866-234-8271 or write to
WELLS FARGO BANK, N.A.
1 HOME CAMPUS X2401-01T, DES MOINES, IA 50328-0001

Cushion selected by servicer: \$253.58

Your monthly mortgage payment for the coming year will be \$668.96 of which \$505.29 will be applied to your loan and \$163.67 will go into your escrow account.

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Winnif B. Clark

CLERK OF COURT

ORANGEBURG COUNTY, SC

The U.S. Department of Housing and Urban Development (HUD) recently published a new regulation which requires mortgage service companies to change escrow collection procedures. This regulation is an amendment to the existing Real Estate Settlement Procedures Act (RESPA). It applies to all residential loans. This regulation was effective May 24, 1995, for all new loans. WELLS FARGO BANK, N.A. is implementing the new regulation for each existing loan with the next scheduled annual escrow analysis performed after May 24, 1995. This provides information to help you in understanding the impact of this change. You will receive more information in your escrow analysis statement.

What is "escrow analysis" and why is it changing? Escrow analysis establishes the amount that is collected with each loan payment to pay taxes, insurance, and other escrow items. The new HUD regulation is changing the method of escrow analysis. It requires all mortgage service companies to use the "aggregate" (or "cash") analysis method. Previously, many service companies (including WELLS FARGO BANK, N.A.) used the "single item" (or "line item") method.

Will my monthly escrow payment increase or decrease as a result of this change? The new method of calculation may result in an increased escrow payment for some customers, a decrease for others. The exact impact on each customer is difficult to determine until WELLS FARGO BANK, N.A. completes the actual escrow analysis. Your annual escrow analysis statement will reflect any changes in your monthly payment amount.

How will WELLS FARGO BANK, N.A. determine the appropriate escrow balance for my loan? With each escrow analysis statement, you will receive a projection for the next 12 months. The projection will show how we expect your escrow balance to change each month. It will reflect monthly escrow deposits, anticipated disbursements of taxes, insurance and other escrow bills, and will show the projected month-end balance. At least once a year, the projected month-end balance should fall to an assigned minimum level. This is called a "cushion". Your mortgage documents, applicable state law, and RESPA guidelines establish the amount of your cushion. We will show the cushion for your loan on your escrow analysis statement.

What happens if, after analysis, the escrow account has too much, or not enough funds? If there is too much (an overage), we will refund to you any amount of \$10 or more if your loan is current. We will retain any amount of less than \$10 and spread it over 12 months to reduce your monthly payment. If there is not enough (a shortage), we will spread the payment of the shortage amount over 12 months and add it to your monthly payment.

When will WELLS FARGO BANK, N.A. pay my escrow bills? The new HUD regulation requires mortgage service companies to pay escrow bills early enough to take advantage of any "discount" for paying early. If there is no discount period, the servicer must pay bills before a delinquency fee or penalty would be assessed. In the escrow analysis, the "due date" of any escrow bill is considered to be the month WELLS FARGO BANK, N.A. anticipates making the disbursement from your escrow account.

When will this change go into effect? WELLS FARGO BANK, N.A. is making the change with each regularly scheduled annual escrow analysis. Under the new regulation, WELLS FARGO BANK, N.A. will still determine the timing of the annual escrow analysis. At least one escrow analysis must be performed within each 12-month period.

How do we determine how much money should be in your escrow account?

First, we do a projection of the next 12 months of escrow payments deposited to your escrow account, and escrow bills anticipated to be paid out of your escrow account. This projection starts with the escrow balance which should be on deposit just before the beginning of the 12-month period (assuming that you have made all payments due).

Next, we look at the 12-month projection, and find out which month the "low point" is reached. (This low point may be a negative balance.)

Next, we compare the "low point" to the maximum cushion amount allowed for your loan. If the low point is less than the cushion, then funds must be added to your escrow account. If the low point is more than the cushion, then funds must be subtracted from your escrow account. This difference is also added or subtracted to arrive at the "required balance" for your escrow account at the beginning of the 12 month period. This is the beginning balance for the 12-month projection as shown on your analysis statement.

Finally, we compare the "required balance" to the actual escrow balance expected to be on the deposit at the beginning of the 12-month period. If the actual balance is more than the required balance, then your account has an "overage" (overages of \$10 or more are refunded to you if your loan is current; overages of less than \$10 serve to reduce your future monthly payments and are spread over the next 12 months). If the actual balance is less than the required balance, then your account has a "shortage" (shortages are spread over a 12-month period and your monthly payment is increased by that amount). You do have the option to pay a shortage in full if you would rather not pay it over 12 months.

After the escrow account balance is determined, how is the Monthly Payment calculated?

To determine your monthly payment, we always start with one-twelfth (1/12) of the total amount of all escrow items to be paid in a year (this includes property taxes, homeowners insurance, etc., if these are escrowed for your loan). If you had a "shortage" we add another monthly amount to your payment, to collect the shortage over a 12-month period. If you had an "overage" of less than \$10, we reduce your monthly escrow payment by spreading that overage over a 12-month period. The total escrow payment is part of your monthly payment. Your escrow analysis statement will show you the date when the new monthly payment takes effect.

What is a Cushion?

The "cushion" is a minimum escrow balance which WELLS FARGO BANK, N.A. is allowed to keep in your escrow account. It is intended to be protection to cover unanticipated disbursements made before the borrower's payment is available in the escrow account. The amount of the cushion depends on the wording of your loan documents, state law, and the RESPA guidelines. We calculate the monthly payment amount so that, sometime in the next 12 months, your escrow balance is projected to reach a "low point" which is equal to this cushion. You should see this reflected on your escrow analysis statement.

If you have further questions about your escrow analysis, call us at (800) 423-5021, Monday through Friday, 7 a.m. to 7 p.m. Central Time.

EC267C Rev. 08/09/04
Page 2 of 2

ATTEST: TRUE COPY
W. B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, S



TITLE INSURANCE COMMITMENT



ISSUED BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-1.
- The Exceptions in Schedule B-2.
- The Conditions on the other side of this page.

ATTEST: TRUE COPY

Winnifred B. Clark

CLERK OF COURT

ORANGEBURG COUNTY, S

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

First American Title Insurance Company

BY

Carl B. Johnson

PRESIDENT

ATTEST

Winnifred B. Clark

SECRETARY



CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section 2 may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements of Schedule B - Section 1 are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section 1

or

Eliminate, with our written consent, any Exceptions shown in Schedule B - Section 2.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

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Winnif B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC



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Winnifred B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC



FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT INFORMATION SHEET

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at www.alta.org.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.
YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:

FIRST AMERICAN TITLE INSURANCE COMPANY

1 First American Way
Santa Ana, California 92707

or

The office which issued this Commitment

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4. Description of the Land	3
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SCHEDULE B-II EXCEPTIONS	5
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(ASB 5/07)

Donally D. Clark

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Winnif B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

First American Title Insurance Company

First American Title Insurance Company SCHEDULE A
1 First American Way
Santa Ana, California 92707

Issuing Office File No.: **SISTRUNK RE-50-14**

1. Commitment Date: **November 27, 2007 at 08:00 AM**

2. Policy or Policies to be issued:

(a) X Owner's Policy (EAGLE Owners)

Amount of Insurance: **\$ 75,000.00**

Proposed Insured:

Dorothy Sistrunk

(b) X Loan Policy (EAGLE Loan Policy)

Amount of Insurance: **\$ 75,000.00**

Proposed Insured:

**Wells Fargo Home Mortgage, its successors and/or
assigns as their respective interests may appear.**

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

Thomas D. Jacobs

4. The land referred to in the Commitment is described as follows:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

ATTEST: TRUE COPY

Winnifred B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

First American Title Insurance Company

By: 

The Player Law Firm, LLC

THIS COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THIS ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE. LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSUREDS ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.

(SISTRUNK RE-50-14.PFD/SISTRUNK RE-50-14/2)

FIRST AMERICAN TITLE INSURANCE COMPANY

EXHIBIT A

Issuing Office File No.: SISTRUNK RE-50-14

LEGAL DESCRIPTION:

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being in the City of Orangeburg, South Carolina, more particularly shown and delineated as Lot 33 on a plat by S.D. Moss, Reg. C.E. and recorded in the Office of the Clerk of Court for Orangeburg County in Plat Book 4, page 128. Reference made to said plat for a more complete and accurate description.

ATTEST: TRUE COPY

Winniford B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

(SISTRUNK RE-50-14 PFD/SISTRUNK RE-50-14/2)

FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE B - SECTION I

REQUIREMENTS

Issuing Office File No.: **SISTRUNK RE-50-14**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. Documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded:
 - a. Warranty Deed from Thomas D. Jacobs to Dorothy Sistrunk conveying the land described in Schedule A herein.
 - b. Mortgage from Dorothy Sistrunk to Wells Fargo Home Mortgage, secured by the land described in Schedule A herein.
6. We must be furnished with a copy of SCID 3601 executed pursuant to Section 38-75-960 S.C. Code of Laws 1976, as amended, and executed Notice of Availability of Title Insurance pursuant to S.C. Insurance Department regulation R-69-18, Vol. 25A of S.C. Code of Laws 1976, as amended.
7. Seller's/Owner's Affidavit Indemnity executed by current owner(s) of the land on a form to be supplied by the Company stating that there have been no improvements to the land within the past 90 days which could give rise to a construction lien and that there are no accounts or claims pending and unpaid which could constitute a lien against the land. The affidavit will also state that affiant has no knowledge of any natural person or legal entity who has or could have a claim or right, interest or lien adverse to the insured.
8. Receipt of the acknowledged First American Title Insurance Company Privacy Policy.
9. Satisfaction of Mortgage from Thomas D. Jacobs to AmerisBank dated 09/12/07, recorded 09/18/07, in the Office of the RMC for Orangeburg County in Mortgage Book 1882, Page 278.
10. Proof of payment of the 2007 Real Estate Taxes (due in the amount of \$694.18) ← *Ad on HUD*
11. Proof of payment of City of Orangeburg 2007 Real Estate Taxes (due in the amount of \$166.26)

ATTEST: TRUE COPY

Winniford B. Clark

**CLERK OF COURT
ORANGEBURG COUNTY, SC**

(SISTRUNK RE-50-14.PFD/SISTRUNK RE-50-14/2)

WF00111

FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE B - SECTION II

EXCEPTIONS

Issuing Office File No.: **SISTRUNK RE-50-14**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession in the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any mineral or mineral rights leased, granted or retained by current or prior owners.

NOTE: Exceptions Numbered NONE above will be hereby deleted upon issuance of the Loan Policy Only.

6. Taxes and assessments for the year 2007 and subsequent years, not yet due and payable.
7. All matters as shown in Plat, prepared by S. D. Moss and recorded in the Office of the RMC for Orangeburg County in Plat Book 4, page 128.
8. The Company insures the Insured as to the location of the boundary lines of the land, but does not insure the engineering calculations in computing the amount of acreage contained therein.
9. **AS TO OWNERS POLICY ONLY:** Any encroachment, encumbrance, violation or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

ATTEST: TRUE COPY
Winnifia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

(SISTRUNK RE-50-14.PFD/SISTRUNK RE-50-14/2)

WF00112

Request for Taxpayer Identification Number and Certification

Give form to the requester.
Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name Dorothy Sistrunk

Business name, if different from above _____

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) _____

City, state, and ZIP code _____

List account number(s) here (optional) _____

Requester's name and address (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number
247-19-2747
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here Signature of U.S. person Dorothy Sistrunk

Date 12/21/09 **ATTEST: TRUE COPY**
Dorothy B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30%

of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Exempt from backup withholding. If you are exempt, enter your name as described above, then check the "exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations. **How to Get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an

SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administrative office. Get Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3678) or from the IRS's Internet Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II - Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments (under section 529), IRA or**

Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payors must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ⁴
5. Sole proprietorship	The owner ⁵

For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ⁶
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a local government, school district or prison) that receives agricultural program benefits	The public entity

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

2 Circle the minor's name and furnish the minor's SSN.

3 You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

4 List first and circle the name of the legal trust, estate or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

ATTEST: TRUE COPY
B. Clark
 CLERK OF COURT
 CLATSOP COUNTY, SC

**Affiliated Business
Arrangement Disclosure**

Date

DECEMBER 20, 2007

Loan Number

0174072777

Lender

WELLS FARGO BANK, N.A.

This is to give you notice that the Lender has business relationships with the following entities. These entities are either subsidiaries or affiliates of the Lender. Because of this relationship, this referral may provide the Lender a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for settlement of your loan on the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<u>Provider</u>	<u>Settlement Service</u>	<u>Estimated Cost*</u>
Wells Fargo Insurance, Inc.	Flood Determinations	\$ 19-22
Wells Fargo Insurance, Inc.	Hazard Insurance	\$ 300-400 ¹
Wells Fargo Real Estate Tax Services, LLC.	Tax Service	\$ 65-125
Wells Fargo Escrow Company, LLC.	Closing Service	\$ 300-400 ²
Rels Credit	Income Verification	\$ 5-10
Rels Title	Title and Closing Services	\$ 35-600
Rels Title	Title Insurance	\$ 200-1,350
Rels Settlement Services	Closing	\$ 450
Rels Settlement Services	Title Insurance	\$ 325

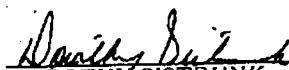
Set forth below is the estimated charge or range of charges for the settlement services of an attorney, credit reporting agency or real estate appraiser that we, as your lender, may require you to use, as a condition of your loan on this property, to represent our interest in the transaction.

Rels Credit	Credit Report	\$ 15-75
Rels Valuation	Appraisals	\$ 50-650 ³
Advanced Collateral Solutions, LLC	Appraisals	\$ 50-650

* These ranges are estimates based on an average loan size of \$100,000. Your actual cost may vary depending upon your loan size and the state in which your property is located. Please review the Good Faith Estimate of settlement charges for the specific charge(s) that may apply to you.

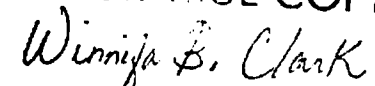
- 1 May be higher for mold properties.
- 2 In some states may be as much as 1% of the loan amount.
- 3 Varies by state and specific amount of coverage.

I/We have read this disclosure and understand that the Lender may be referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.


DOROTHY SISTRUNK

12/21/07
DATE

ATTEST: TRUE COPY


Winnifred B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

WELLS FARGO BANK, N.A.
("LENDER")
RATE LOCK-IN EXPIRATION AMENDMENT

This amendment supersedes and replaces the section in your Play-the Market Confirmation, Lock-In Agreement/Confirmation, and Commitment Letter, as applicable, regarding the expiration of your interest rate lock-in period:

Your loan must close and funds must be disbursed prior to your Lock-In Expiration Date. If your Lock-In Expiration Date occurs before the closing and disbursement of your loan, Lender may reprice your loan based on the option below that results in the greater yield to Lender:

- (1) Lender may extend your previously locked-in rate, fees and points through the date of loan closing and disbursement (regardless of whether or not market rates, fees, and points have increased, decreased or stayed the same) and charge you a lock-in extension fee equal to 0.100% additional Origination Fee or Discount Points for every period of up to five calendar days extended; or
- (2) Lender may reset your rate, fees and points at Lender's current market prices in effect on the day Lender is notified of your scheduled closing date. Lender's rates, fees and points may vary depending on market conditions.

If rates, fees or points have increased from your locked-in amounts, you must requalify based on the higher rates, fees or points, as applicable.

EXAMPLE:

(The following pricing information is for example only and does not have any relationship to the actual amounts applicable to your loan.)

<u>Locked-In Rate and Fees</u>	<u>Market Rate at Expiration</u>	<u>Effect of Lock-In Expiration</u>
January 1, locked-in rate 7%; Points and fees 1%.	January 30, rate lock-in expires; Market rate is 7.25%; Points and Fees 1%.	Loan closes February 9 at 7% locked-in rate; Points and Fees increased to 1.25% to cover lock-in extension of 10 days; or, at Lender's option: Loan closes February 8 at February 4 (date Lender is notified of closing); Market rate of 7.25%; Points and Fees remain at 1 %.

ATTEST: TRUE COPY

Winniford B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

Compliance Agreement

State of SOUTH CAROLINA
County of ORANGEBURG
Borrower(s): DOROTHY SISTRUNK

Lender: WELLS FARGO BANK, N.A.
Property: 423 BAYNE STREET
ORANGEBURG, SC 29115

The undersigned Borrower(s), in consideration of the lender disbursing funds today for the closing of the property listed above agrees, if requested by the lender or someone acting on behalf of the lender, to fully cooperate and adjust for errors and omissions, any and all loan closing documentation deemed necessary or desirable in the reasonable discretion of the lender to sell, convey, seek guaranty or market said loan to any entity including but not limited to any investor, Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), Federal Home Loan Mortgage Corporation, Department of Housing and Urban Development, Veterans Administration or any Municipal Bonding Authority.

The undersigned Borrower(s) do hereby so agree and covenant in order to assure that the loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by the Lender of its interest in and to said loan documentation.

Date effective this 21st day of December, 2007.


DOROTHY SISTRUNK 12/21/07
DATE

ATTEST: TRUE COPY
Winnifred B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

EU032L Rev. 04/03/03.

WF00117

SOUTH CAROLINA
DEPARTMENT OF MOTOR VEHICLES
DRIVER'S LICENSE

SISTRUNK, DOROTHY HARLEY
5074 COBURG LN
ORANGEBURG SC 291159000

DL#: 008190796
Expires: 03-18-2015

Class: D Hgt: 5-02 Wgt: 125
Sex: F DOB: 03-18-1959
Issued: 03-01-2005 38038-R-1



Dorothy Harley Sistrunk
RESTRICTIONS: None Governor

ATTEST: TRUE COPY

Winnifred B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

Applicable Law Disclosure

Date	DECEMBER 20, 2007	Loan Number	0174072777
Lender	WELLS FARGO BANK, N.A.		
Borrower(s)	DOROTHY SISTRUNK		
Property Address	423 BAYNE STREET ORANGEBURG, SC 29115		

All interest, fees, and other amounts charged or accruing with regard to this loan, and all related documents, which are considered "interest" under Section 85 of the National Bank Act (12 U.S.C. 585) as implemented by 12 C.F.R. 57.4001 (a), as amended from time to time, shall be governed by and interpreted under the usury and other applicable laws of South Dakota. In all other respects, the loan and all related documents, as well as the rights, remedies, and duties of the lender and the borrower(s), shall be governed and interpreted by federal law relating and applicable to national banks and their operating subsidiaries and, to the extent not preempted by federal law, by applicable state and local laws of the state where the real estate securing the loan is located.

ATTEST: TRUE COPY

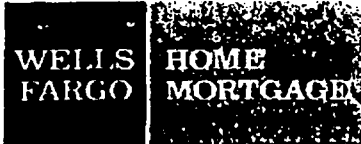
Winnifred B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

PP384A Rev 10/08/07

11

WF00119



Wells Fargo Home Mortgage
MAC x2401-06N
1 Home Campus
Des Moines, IA 50328

February 21, 2008

OCC Case# 785593

Dorothy Sistrunk
423 Bayne Street
Orangeburg, SC 29115

SCDCA Complaint #08-0237-B2

Dear Dorothy Sistrunk:

RE: Wells Fargo Home Mortgage (WFHM) Loan Number 017407277

This letter is in response to your correspondence dated February 5, 2008, and February 7, 2008, which was forwarded to the Wells Fargo Home Mortgage Retail Executive Resolution team on February 12, 2008, regarding the financing of your mortgage loan. WFHM is a division of Wells Fargo Bank N.A.

WFHM has reviewed the information in your loan file, and discussed the information with the appropriate WFHM team members involved with the transaction. We have determined the following facts in reference to your concerns.

Wells Fargo Home Mortgage has thoroughly reviewed the circumstances of your situation. It is distressing to hear of the problems you encountered, however, we must advise you WFHM is unable to become involved with a dispute with the seller.

WFHM appreciates your bringing the issues with the appraisal to our attention. However, an appraisal is obtained for the benefit of the lender in order to determine if the value of the home is enough to cover the loan amount.

Your appraisal was ordered by your broker, Golden Gate Mortgage, Inc., 3102 Millwood Avenue, Columbia, South Carolina 29205. WFHM reviewed the appraisal at the time of loan and found it acceptable for our lending purposes. If you have issues with your appraisal, you need to contact Golden Gate Mortgage.

Since this loan was financed to purchase the property at 423 Bayne Street, Orangeburg, South Carolina 29115, this loan transaction is not entitled to be rescinded, as rescission rights only apply to refinance transactions. The Settlement Agent, The Player Law Firm, LLC, therefore was unable to cancel this loan transaction.

Your February 1, 2008 mortgage payment was applied on February 12, 2008. As of the date of this letter, your loan is current and due for the March 1, 2008 mortgage installment.

WFHM merely provided you with the financing for this property and is unable to give you legal advice or assistance. You will need to consult with an attorney in order to pursue any legal remedies you may have against the seller. Though WFHM sympathizes with you, we are not in the position to assist you.

Sincerely,

Janet Frotscher
Executive Communications Coordinator
Wells Fargo Home Mortgage

ATTEST: TRUE COPY
Winnif B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

Exhibit 45

WF00120

April 10, 2008

Dorothy Sistrunk
423 Bayne Street
Orangeburg, SC 29115

Dear Dorothy Sistrunk:

RE: Wells Fargo Home Mortgage (WFHM) Loan Number 017407277

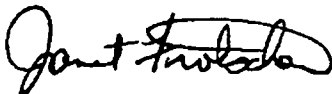
This letter is in response to your correspondence dated February 25, 2008 and February 29, 2008 regarding the above mortgage loan for the property located at 423 Bayne Street, Orangeburg, South Carolina 29115.

Upon receipt of your correspondence, Wells Fargo Home Mortgage has thoroughly reviewed the circumstances of your situation. It is distressing to hear of the problems you encountered, however, we must advise you that we stand by our response dated February 21, 2008.

Per the terms of your Mortgage, you are required to maintain insurance at all times, for the life of your loan. We received information on January 23, 2008, that your homeowner's insurance would cancel effective February 18, 2008. Please contact the WFHM Servicing Executive Communication Department with any questions you have regarding the Notice of Expiration of Insurance you received dated February 25, 2008. You may contact them at (800) 853-8516, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time.

WFHM merely provided you with the financing for this property and is unable to give you legal advice or assistance. You will need to consult with an attorney in order to pursue any legal remedies you may have against the seller.

Sincerely,



Janet Frotscher
Executive Communications Coordinator
Wells Fargo Home Mortgage

ATTEST: TRUE COPY
Winnif B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

Enclosure: Copy of letter dated February 21, 2008

WF00121

Exhibit 38

May 08, 2008

Dorothy Sistrunk
423 Bayne St
Orangeburg S SC 29115

Dear Dorothy Sistrunk :

RE: Loan Number 0174072777

Client 708

Esta notification es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no entiende el contenido de esta carta, obtenga una traduccion inmediatamente. Si usted no llama a responder a este numero de telefono (800) 416-1472, 8 AM to 8 PM, usted puede perder su casa (TTY: 800-945-0399).

We realize you may be experiencing financial difficulties and may require assistance to take care of the situation. We may be able to help, but please understand that if you do not contact us to discuss the situation as soon as possible, we will have no choice but to pursue other options, up to and including foreclosure on your home.

Some of the programs that may be available to you include:

- * Repayment plan - We can consider one or more types of payment plans that will fit your budget and possibly bring your account current by the end of the plan.
- * Loan modification - This program adds the delinquent interest, taxes, and/or insurance payments to your unpaid balance. If you qualify, we may be able to extend the repayment of the past due amounts over the remaining term of your loan.
- * Partial claim - If you can now make your regular monthly payment, this plan is designed to bring your account current by creating a second lien on your property for the amounts that are delinquent.
- * Pre-foreclosure sale - This option allows you to sell your home to avoid a potential foreclosure and the derogatory credit rating that is associated with this action.
- * Deed-in-lieu foreclosure - This is another foreclosure avoidance program that allows you to convey (transfer) your interest in the property to the lender or the loan investor.

We have enclosed the pamphlet "How to Avoid Foreclosure" which describes precautionary steps you may take to regain financial control to bring your mortgage current.

DR110/DJ9/1

ATTEST: TRUE COPY

Winnif B. Clark
Exhibit 39
CLERK OF COURT

WF00122

ORANGEBURG COUNTY, SC Wells Fargo Home Mortgage
is a division of Wells Fargo Bank, N.A.

Page 2
Loan Number 708/0174072777

It is important to note, however, that we will not delay foreclosure action on your home, so we urge you to respond immediately. We have included the financial form that is needed to start the review process for assistance. Please take time to complete this, attach copies of your current proof of income, and return the package to us immediately.

Your mortgage payments for the months of 03-01-08 through the current month are past due. The total amount required to bring your mortgage current is \$ 2,032.14. These payments must be received no later than 05-13-08.

Timing is critical, so please call us at (800) 416-1472, Monday through Friday, 8 AM to 8 PM, Central Time, if you have any questions or to discuss your account status. To locate a local agency, please call (800) 569-4287 (TDD: 800-877-8339) or 888-WISE-PLAN for consumer counseling services.

Please send your completed package and proof of income to:
Wells Fargo Home Mortgage
Attn: Borrower Counseling Services
MAC X7801-03K
3476 Stateview Blvd.
Fort Mill SC 29715

Sincerely,

Borrower Counseling Services

DR110/DJ9/2

The Fair Debt Collection Practices Act requires us to notify you in the event your loan is in default, we will attempt to collect the debt and any information obtained will be used for that purpose. However, if you have received a discharge from bankruptcy and the loan was not reaffirmed in the bankruptcy case, Wells Fargo Bank, N A will only exercise its rights against the property and is not attempting any act to collect the discharged debt from you personally.

ATTEST: TRUE COPY

Winnif B. Clark

CLERK OF COURT

WF00123

Exhibit 88 ANGEBURG COUNTY, SC



P.O. Box 1225
Charlotte, NC 28201-1225

May 11, 2008

OCC Case# 785593

SCDCA Complaint #08-0237-B2

002339/7080, 30

DOROTHY SISTRUNK
423 BAYNE ST
ORANGEBURG S SC 29115

Dear Borrower(s):

RE: Loan Number 0174072777

Our records indicate that your loan is in default. Unless the payments on your loan can be brought current by June 10, 2008, it will become necessary to accelerate your Mortgage Note and pursue the remedies provided for in your Mortgage or Deed of Trust. The total delinquency against your account as of today's date is as follows:

Past Due Payments	\$	2,006.88
Late Charge Balance	\$	25.26
Other Fees	\$	0.00
Suspense Balance	\$	0.00
Total Delinquency as of 05/11/08	\$	2,032.14
Payments due in next 30 days	\$	668.96

Total due to cure default and bring loan current as of June 10, 2008 **\$2,701.10**

Your failure to pay this delinquency, plus additional payments and fees that may become due, will result in the acceleration of your Mortgage Note. Once acceleration has occurred, a foreclosure action, or any other remedy permitted under the terms of your Mortgage or Deed of Trust, may be initiated.

You have the right to reinstate your Mortgage Note and Mortgage or Deed of Trust after acceleration. However, any future negotiations attempting to reinstate your loan or any payment of less than the full amount due shall not constitute Wells Fargo Bank, N.A.'s waiver of the acceleration unless agreed to, in writing, by Wells Fargo Bank, N.A. and may be returned. If foreclosure is initiated, you will have the right to refute the existence of a default or offer any other defense to acceleration you may deem appropriate. You have the right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and sale.

To avoid the possibility of acceleration you must pay

\$2,032.14 By May 31, 2008, 2:00 P.M. Central Time
\$2,701.10 By June 10, 2008, 2:00 P.M. Central Time

in CERTIFIED funds, to Wells Fargo Home Mortgage, 1 Home Campus, X2302-04A, Des Moines, IA 50328. If funds are not received by the above stated time, we will proceed with acceleration.

We are required by Federal Law to notify you of the availability of government approved home ownership counseling agencies designed to help homeowners avoid losing their home. To obtain a list of approved counseling agencies for your state please call 1-800-569-4287. We urge you to give this matter your immediate attention.

ATTEST: TRUE COPY

Winnif B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

WF00124



Wells Fargo Home Mortgage
MAC X2401-06N
1 Home Campus
Des Moines, IA 50328

June 2, 2008

OCC Case# 785593

Dorothy Sistrunk
423 Bayne Street
Orangeburg, SC 29115

SCDCA Complaint #08-0237-B2

Dear Dorothy Sistrunk:

RE: Office of the Comptroller of Currency ("OCC") Case Number 785593
Wells Fargo Home Mortgage ("WFHM"), a Division of Wells Fargo Bank, N.A.
Loan Number 708-0174072777

This letter is in response to your complaint filed with the Office of the Comptroller of the Currency ("OCC") on May 19, 2008. The OCC has asked Wells Fargo Home Mortgage to research and address your issues.

This response is to address your concerns as summarized below:

1. Remove negative reporting on your Credit Report.
2. Requesting the resolution to be one of the following:
 - a. WFHM to advance \$48,175.00 to repair your home and/or deduct the cost of repairs and reduce mortgage to \$26,825.00.
 - b. WFHM to suspend mortgage payments until this matter is settled to your satisfaction.
 - c. WFHM to pay the mortgage in full and sue the seller, Thomas Jacobs, your broker, GoldenGate Mortgage, the appraiser, Jim H. Austin III, and the settlement agent, The Player Law Firm, LLC, to recover the funds.

Upon receipt of your correspondence, Wells Fargo Home Mortgage has thoroughly reviewed the circumstances of your situation. It is distressing to hear of the problems you encountered, however, we must advise you that we stand by the copies enclosed of our responses dated February 21, 2008 and April 10, 2008.

Your loan application was submitted by your broker, Golden Gate Mortgage, and was processed on December 4, 2007 for a 30 year fixed rate mortgage in the loan amount of \$75,000.00 with the interest rate of 7.125%. We relied on the information supplied by you and your mortgage broker in approving your loan. For example, enclosed is a copy of the Satisfactory Completion Certificate dated September 14, 2007 stating you submitted to the appraiser invoices for the plumbing, electrical and work that had been performed on the seals. The appraiser indicated the work covered by the invoices appear to have been completed. A copy of the final Appraisal ordered by your broker, Golden Gate Mortgage, and processed by Jim H. Austin III dated October 8, 2007 is enclosed, stating there were no apparent adverse conditions that affect the livability, soundness or structural integrity of the subject property at the time of analysis.

ATTEST: TRUE COPY
Wendy B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

WF00125

Exhibit 47
191

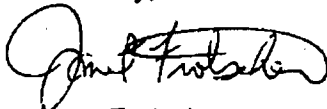
Enclosed please find a copy of the Contract of Sale you signed on November 26, 2007, between you and Thomas Jacobs, which outlines the conditions of your purchase. A copy of the Settlement Statement dated December 21, 2007, is enclosed which reflects the settlement costs were paid by the seller.

At the time of closing for your mortgage loan, a copy of the enclosed Fixed Rate Note and Mortgage were executed that defined the terms of your loan. Your Note stipulates that the payment due date is the first day of each month. Wells Fargo Home Mortgage is unable to adjust the terms of your Note and to honor your request to pay you \$48,175.00 to repair your home, as you requested.

You have requested that a credit adjustment be made for any negative reporting made for your mortgage loan. We are unable to make any adjustments to your credit bureau report, as we are required to report accurately on your loan. As of the date of this letter, your loan is due for the March 1, 2008, April 1, 2008 and May 1, 2008 monthly mortgage payments.

WFHM merely provided you with the financing for this property and is unable to give you legal advice or assistance. You will need to consult with an attorney in order to pursue any legal remedies you may have against the seller.

Sincerely,



Janet Frotscher
Executive Communications Coordinator
Wells Fargo Home Mortgage

Enclosure: Copies of letters dated February 21, 2008 and April 10, 2008
 Contract of Sale
 Satisfactory Completion Certificate
 Appraisal of Real Property
 Settlement Statement
 Fixed Rate Note
 Mortgage

OCC Case# 785593

SCDCA Complaint #08-0237-B2

ATTEST: TRUE COPY

Winniford B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC



Support & Guidance For Homeowners

Date: June 16, 2008
Loan Number: 0174072777
Client: 708

Notice Of Possible Relief On Your Mortgage Payment

Please read: Important information on what you can do to receive payment relief on your Wells Fargo mortgage — Loan Number: 708-0174072777

Dear Dorothy Sistrunk:

We're writing to let you know that you may be eligible for payment relief on your mortgage. This program offers the assistance you need to remain in your home.

How The Program Can Help You

You are being considered for a loan modification, which is a change to the original terms of your mortgage contract. If you qualify, this could reduce your interest rate, or extend the time you have to repay your loan, or both. This means it could reduce your monthly payments and help you stay in your home.

To Get Help, Call Us Now

To help us determine if you qualify for assistance, you must call us by June 29, 2008 at 1-866-488-2028. When you call, be sure to tell us you received this letter, that you want to participate in the program and remain in your home. We'll also need your financial information, including income and expenses, so be sure to have it handy when you call.

What Happens Next

If you qualify, we can help. We'll review your financial information, create a new payment plan, and if applicable, suspend any foreclosure activity for 30 days. After you make three payments in the new amount, we'll finalize your loan modification.

If We Do Not Hear From You

If you do not call us, we will not be able to help you. If you are currently in foreclosure, the process will continue and you may lose your home. If you are not yet in foreclosure, that process could begin if you are unable to make payments.

Call Now, So You Can Remain In Your Home

Don't wait. For the help you need, call us today at 1-866-488-2028. Our Wells Fargo mortgage specialists are available to help you Monday through Friday, 8:00 a.m. to 8:00 p.m. (Central Time).

Sincerely,

Wells Fargo Home Mortgage

ATTEST: TRUE COPY
Winnifred Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

This is an attempt to collect a debt and any information you provide may be used for that purpose.

Wells Fargo Home Mortgage is a division of Wells Fargo Bank, N.A. ©2008 Wells Fargo Bank, N.A. All rights reserved.
Equal Housing Lender (logo)

WF00127

Attn:
866-917-1877

Fax
866-590-8910
Loss
Mitigations

Wells Fargo Home Mortgage
MAC: X7802-03H
3480 Stateview Blvd.
Fort Mill SC 29715-7203

Priority Mail
U.S. Postage Paid
Permit 268
Hauppauge NY 11788

e/ USPS DELIVERY CONFIRM

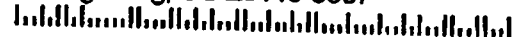


9101 1737 6200 6018 7262 65

ELECTRONIC RATE APPROVED #173762006

Priority Mail is a registered Trademark of the USPS

39481-009-LMW04-0003260
Dorothy Sistrunk
423 Bayne St.
Orangeburg, SC 29115-6807



ATTEST: TRUE COPY

Winnifred B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

Exhibit 27

WF00128



Return Mail Operations
P.O. Box 10368
Des Moines, IA 50306-0368

June 16, 2009

012371 1 AB 0.351 4371/012371/008102 054 01 AC021G OF 027 /00

Dorothy Sistrunk
423 Bayne St
Orangeburg SC 29115-6807

|||||

OCC Case# 785593

Exhibit 48

SCDCA Complaint #08-0237-B2

Dear Dorothy Sistrunk :

RE: Loan Number 0174072777, Client 708

A review of your payment history shows that your mortgage loan is past due. We may have accepted and applied payments which were less than the amount required to reinstate your account. Please be advised that under the terms of your loan, monthly payments are required to be paid in full, on or before the due date.

From this date forward, we will only accept the total amount to satisfy all outstanding payments due, plus all applicable fees. Any monies received that are less than the total amount due will be returned.

If you would like to discuss your loan, please contact us at (800) 416-1472, Monday through Friday, 8 AM to 8 PM, Central Time.

Sincerely,

Collections Department
Wells Fargo Home Mortgage

Wells Fargo Bank, N A is required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt, and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, Wells Fargo Bank, N A will only exercise its right as against the property and is not attempting any act to collect the discharge debt from you personally.

ATTEST: TRUE COPY

Winnifred B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

Exhibit 195

WF00129

June 17, 2008

Dorothy Sistrunk
423 Bayne Street
Orangeburg, SC 29115

Dear Dorothy Sistrunk:

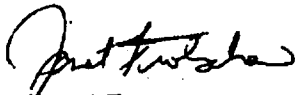
RE: Wells Fargo Home Mortgage ("WFHM"), a Division of Wells Fargo Bank, N.A.
Loan Number 708-0174072777
Office of the Comptroller of Currency ("OCC") Case Number 785593

This letter is in response to your correspondence dated June 7, 2008, June 9, 2008 and June 10, 2008, regarding the financing of mortgage loan number 0174072777. Our records indicate that Wells Fargo Home Mortgage previously received similar correspondence regarding these issues. Please refer to our letters dated February 21, 2008, April 10, 2008 and June 2, 2008. This previous correspondence addresses the matters you presented in your letters dated June 7, 2008 and June 9, 2008. Wells Fargo Home Mortgage's position has not changed.

WFHM merely provided you with the financing for this property and is unable to give you legal advice or assistance. You will need to consult with an attorney in order to pursue any legal remedies you may have against the seller. Wells Fargo Home Mortgage considers this matter resolved until new information is provided.

Your correspondence requesting foreclosure proceedings be suspended has been forwarded to the WFHM Servicing Executive Resolution team to research. Once their research has been completed, they will be responding to your correspondence dated June 10, 2008. For any further questions on your current mortgage loan and foreclosure proceedings you may contact the Servicing Executive Resolution team at (800) 853-8516. Representatives are available for assistance Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Standard Time.

Sincerely,



Janet Frotscher
Executive Communications Coordinator
Wells Fargo Home Mortgage
(800) 840-5812

ATTEST: TRUE COPY
W. J. D. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

WF00130

Exhibit 40

Received
7/11/08

Wells Fargo Home Mortgage
3476 Stateview Blvd.; MAC X7801-013
Fort Mill SC 29715

June 18, 2008

Dorothy Sistrunk
423 Bayne St
Orangeburg S SC 29115

Exhibit 25

RE: Loan Number 0174072777
Primary Number 9843100625

Region 708

THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY. THIS IS NOT A DEMAND FOR PAYMENT.

The above loan file has been referred to our attorney with instructions to begin foreclosure proceedings.

You are hereby notified that, due to the default under the terms of the mortgage or deed of trust, the entire balance is due and payable.

If you have any questions, please contact our attorney listed below.
Rogers Townsend & Thomas

220 Executive Dr Ste 109
Columbia SC, 29210
(803) 771-7900

In the event you are experiencing an involuntary inability to pay and wish to explore an opportunity to reinstate, or need assistance in selling your property, please contact our offices at (800) 848-9862 and request to speak to one of our Borrower Counseling Representatives.

If you received a discharge in bankruptcy from personal liability for this mortgage loan, you should be aware that the mortgage or deed of trust remains as a valid lien against the property and will be foreclosed. Please be advised that in the event of foreclosure, you would not be personally liable for any part of the debt, but you will lose your interest in and rights to the property.

Sincerely,

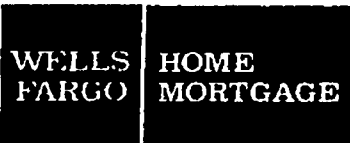
Foreclosure Department

ATTEST: TRUE COPY
Winnifred B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

Note: The Fair Debt Collection Practices Act requires us to notify you that in the event your loan is in default, Wells Fargo Bank, N A will attempt to collect the debt and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, Wells Fargo Bank, N A will only exercise its rights as against the property and is not attempting any act to collect the discharge debt from you personally.

XF004/PBC

WF00131



Wells Fargo Home Mortgage
MAC x2401-06N
1 Home Campus
Des Moines, IA 50328

July 15, 2008

RECEIVED

JUL 18 2008

DEPT. OF CONSUMER
AFFAIRS

The State of South Carolina
Department of Consumer Affairs
Attn: John T. Smith, Complaint Analyst
3600 Forest Drive
P.O. Box 5757
Columbia, SC 29250-5757

Dear Mr. Smith:

RE: State of South Carolina Complaint No. 08-02371 B2
Wells Fargo Home Mortgage ("WFHM"), a Division of Wells Fargo Bank, N.A.
Loan Number 708-0174072777
Office of the Comptroller of Currency ("OCC") Case Number 785593
Borrower: Dorothy Sistrunk
Property Address: 423 Bayne Street, Orangeburg, SC 29115

This letter is in response to your correspondence dated June 26, 2008 regarding the complaint filed by Dorothy Sistrunk. Our records indicate that Wells Fargo Home Mortgage previously received similar correspondence regarding these issues. Please refer to a copy of our response sent to Dorothy Sistrunk dated June 17, 2008.

WFHM merely provided the financing for this property and is unable to give Dorothy Sistrunk any legal advice or assistance. We advised her she needs to consult with an attorney in order to pursue any legal remedies she may have against the seller. Wells Fargo Home Mortgage considers this matter resolved until new information is provided.

As of May 11, 2008, Ms. Sistrunk's loan remained due for the March 1, 2008 through May 1, 2008 installments plus fees and costs. Therefore, a notice was sent to Ms. Sistrunk that stated:

To avoid the possibility of acceleration you must pay

\$2,032.14 By May 31, 2008, 2:00 P.M. Central Time
\$2,701.10 By June 10, 2008, 2:00 P.M. Central Time

in CERTIFIED funds, to Wells Fargo Home Mortgage, 1 Home Campus, X2302-04A, Des Moines, IA 50328. If funds are not received by the stated time, we will proceed with acceleration.

Enclosed is a copy of the May 11, 2008 notice.

Winnif B. Clark

CLERK OF COURT

ORANGEBURG COUNTY, SC

As of June 17, 2008, the delinquency had not been cured and a workout agreement established. Therefore, a foreclosure action was initiated. Once a foreclosure action has begun, we will only accept monies that represent the amount needed to cure the delinquency. However, less than the total amount due may be accepted if a workout agreement has been established.

Exhibit 41

Wells Fargo Home Mortgage
is a division of Wells Fargo Bank, N.A.

WF00132

When a mortgage loan is in arrears, a workout agreement can be established in order to cure the delinquency of the mortgage loan. When a workout agreement is established, there is typically an increase in the monthly payment amount in order to repay the arrearage.

Since a workout agreement is based in part on the mortgagor's financial ability to repay the debt; when being considered for a workout agreement, the mortgagor is required to provide us with their most current financial information. This is done so that it can be determined if an increased monthly payment can be supported.

In order to determine if a workout agreement can be established, Ms. Sistrunk would need to provide us with the following:

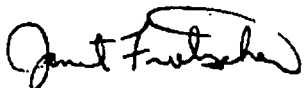
- Completed financial worksheet detailing monthly income and expenses
- Letter of hardship explanation
- Proof of income such as paycheck stubs

The above documentation may be sent to Audra Hutton via facsimile at (866) 608-3947 or to:

Wells Fargo Home Mortgage
Attn: Audra Hutton, MAC # X2302-02J
1 Home Campus
Des Moines, IA 50328

Upon receipt of the documentation, the workout review process will be expedited.

Sincerely,



Janet Frotscher
Executive Communications Coordinator
Wells Fargo Home Mortgage
(800) 840-5812

cc: Audra Hutton

Enclosures

ATTEST: TRUE COPY

Winnifred B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

Loan Payment Information

Loan Number 0174072777

Lender WELLS FARGO BANK, N.A.

Borrower(s) DOROTHY SISTRUNK

Property Address
423 BAYNE STREET
ORANGEBURG, SC 29115

Payment Amount

The amount of your payment as reflected below may remain constant or change periodically throughout the life of your loan, depending on the type of mortgage you have chosen.

An escrow account is required for payment of taxes and/or insurance. Your escrow amounts will be reviewed annually and adjustments will be reflected in your monthly mortgage statement.

Your first monthly payment will be due on 02/01/08.

This is a breakdown of your first monthly payment:

Principal and Interest	\$505.29
Real Estate Taxes	71.71
Hazard Insurance	55.08
Flood Insurance	.00
Mortgage Insurance	36.88
Other	
TOTAL MONTHLY PAYMENT	\$668.96

This is your hazard insurance information:

	Hazard Insurance	Flood Insurance
Company		
Policy Number		
Coverage Amount		
Due Date		

Billing Process

Each month you will be sent a monthly mortgage statement rather than a payment coupon book. The statement includes payment instructions and other useful information. Please note that this information applies only until you begin receiving your monthly mortgage statements. Our mailing address for payments is:

WELLS FARGO HOME MORTGAGE
P.O. BOX 11701
NEWARK, NJ 07101-4701

Billing Address

Please complete the following section if your monthly billing statement is to be sent to any address other than the property address shown above.

Address

City

State

Zip Code

Acknowledgment of Receipt

I (We) acknowledge receipt of this Loan Payment Information on 10/21/07 Date

Dorothy Sistrunk
DOROTHY SISTRUNK

ATTEST: TRUE COPY
Winnif B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

RC030L Rev.12/16/04

STATE OF SOUTH CAROLINA

THE COURT OF COMMON PLEAS

COUNTY OF ORANGEBURG

DOCKET NO

Wells Fargo Bank, N. A.

2008-CP-38-1024

Plaintiff,

**NOTICE OF MOTION AND
MOTION TO DISMISS WITH
PREJUDICE**

Vs.

Dorothy Sistrunk;

Defendant(s).

2011 AUG 15 A 11:38
FILED FOR RECORD
WINNIE B. CLARK
CLERK OF COURT
ORANGEBURG, SC

MOTION TO DISMISS WITH PREJUDICE

**DEFENDANT DOROTHY SISTRUNK RESERVES HER (THE DEFENDANT'S)
CONSTITUTIONAL RIGHT TO A JURY TRIAL**

With fees duly paid and entered into the record, comes now the Defendant, Dorothy Sistrunk, to file this NOTICE OF MOTION AND MOTION TO DISMISS WITH PREJUDICE and JUST and FAIR COMPENSATION in every manner and category allowed by law.

**TO: WELLS FARGO BANK, N.A., (PLAINTIFF) & NELSON MULLINS RILEY &
SCARBOROUGH COUNSEL TO THE PLAINTIFF:**

Pursuant to South Carolina Rules of Civil Procedure, Defendant, Dorothy Sistrunk, hereby MOVES the Court of Common Pleas to DISMISS the Plaintiff's Complaint with PREJUDICE and JUST and FAIR COMPENSATION in every manner and category allowed by law. The basis for this MOTION is set forth in the accompanying LEGAL MEMORANDUM IN SUPPORT OF NOTICE OF MOTION AND MOTION TO DISMISS WITH PREJUDICE.

TEST: TRUE COPY

Winnie B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

VERIFICATION

DATED: 8/13/11

Dorothy Sistrunk

Dorothy Sistrunk

NOTIFICATION

A copy of the NOTICE OF MOTION AND MOTION TO DISMISS WITH PREJUDICE and JUST and FAIR COMPENSATION that has been filed with the Clerk of Court will be mailed to the Plaintiff's Attorneys:

Nelson Mullins Riley & Scarborough, LLP
ATTN: James Burns @
1320 Main Street
17th Floor
Columbia, SC 29201

POB 11070
Columbia, SC 29211-1070

Tel: 803-799-2000
Fax: 803-256-7500

2011 AUG 16 A 11:38
FILED FOR RECORD
WINNIE B. CLARK
CLERK OF COURT
ORANGEBURG, SC

ATTEST: TRUE COPY

Winnie B. Clark
CLERK OF COURT
ORANGEBURG, SC

Exhibit 98

STATE OF SOUTH CAROLINA

THE COURT OF COMMON PLEAS

COUNTY OF ORANGEBURG

DOCKET NO.:

Wells Fargo Bank, N. A.

2008-CP-38-1024

Plaintiff,

**DEFENDANT DOROTHY SISTRUNK
LEGAL MEMORANDUM IN
SUPPORT OF NOTICE OF MOTION
AND MOTION TO DISMISS WITH
PREJUDICE**

Vs.

Dorothy Sistrunk;

Defendant/(s)

FILED FOR RECORD
JUL 15 A 11:38
WINGIA B. CLARK
CLERK OF COURT
ORANGEBURG, SC

**LEGAL MEMORANDUM IN SUPPORT OF NOTICE OF MOTION AND
MOTION TO DISMISS WITH PREJUDICE**

**DEFENDANT DOROTHY SISTRUNK RESERVES HER (THE DEFENDANT'S)
CONSTITUTIONAL RIGHT TO A JURY TRIAL**

With fees duly paid and entered into the record, comes now the Defendant, Dorothy Sistrunk, to file this NOTICE OF MOTION AND MOTION TO DISMISS WITH PREJUDICE and JUST and FAIR COMPENSATION for reasons that shall be stated herein.

OPENING STATEMENT

The Reason For Filing The Notice of Motion And Motion To Dismiss With Prejudice

1. The Defendant alleges the Plaintiff, Wells Fargo Bank, N.A., /Wells Fargo Home Mortgage (hereafter also called WFB/WFHM), is endeavoring to use the judicial process to illegally deprive the Defendant of money and property. This illegal foreclosure proceeding has already caused the Defendant unnecessary stress, distress and has necessitated the expenditure of considerable resources in time, effort and money for a legal defense that the Defendant will seek to recover justifiably, fairly, compensatorily and punitively. The extent, depth and scope of the fraud and illegality in this foreclosure proceeding compelled the Defendants to file this NOTICE OF MOTION AND MOTION TO DISMISS WITH PREJUDICE. The Court of Common Pleas

-1-

ATTEST: TRUE COPY
Wingia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

must not be used as a clearing house to legitimize the Plaintiff's illegal "Predatory Lending Scheme" that is supported by falsified documents in order to exact payment from the Defendant.

Background

2. All the Background needed for this MOTION to DISMISS with PREJUDICE with JUST and FAIR COMPENSATION can be condensed into the evidence the Plaintiff has provided. The evidence is clear, concise, convincing, undeniable, irrefutable, not subject to controversy or legal challenge in this foreclosure proceeding or during any subsequent appeal and proves beyond any reasonable doubt that the documents the Plaintiff has provided and presented to the Court of Common Pleas as a debt obligation are not that at all. Rather, the documents the Plaintiff has provided are the recorded and documented evidence of a successful and well executed Home Improvement and Mortgage FRAUD. {See WF00001 – WF00029} that may have netted the Seller – Thomas Jacobs/Thomas D. Jacobs \$75,000.00. {See WF00088}

ARGUMENT I

The Plaintiff's Liabilities

As A Direct Result Of Using "Falsified" Documents To Support A "Cause Of Action"

3. The first reason why the Plaintiff's foreclosure proceeding against the Defendant must be DISMISSED with PREJUDICE and the Defendant JUSTLY and FAIRLY COMPENSATED in every category and manner allowed by law is because the evidence the Plaintiff has provided proves clearly and convincingly that the Defendant's Mortgage should have been cancelled years ago because it is a FRAUD. As a direct result of the Plaintiff's insistence on using "Falsified" documents to support a "Cause of Action" on a Mortgage that came into existence due to FRAUD and the Plaintiff's own "Negligence", "Due Diligence Failures" and "Errors in Judgment", the Plaintiff has "Perpetrated and Perpetuated a FRAUD upon the Defendant, "Defamed the Character of the Defendant" with false accusations, Abused the Legal Process" by bringing an "Illegally Brokered" loan into Court, engaged in "Wrongful Litigation" because the Defendant has no liability for the loan, misled the Court of Common Pleas, and was on the verge of committing additional illegalities by using Federally Mandated Programs, i.e., the HMP and the Foreclosure Intervention Process to legally exact payment from the Defendant on an "Illegally Brokered" Loan, an Illegal "Predatory Lending Scheme" and a Home Improvement and Mortgage FRAUD that are supported entirely by "Falsified" and "Forged" documents that

the Plaintiff funded in violation of the Laws of the State of South Carolina because the Seller was not a licensed "Loan Originator". Therefore, this foreclosure proceeding against the Defendant must be DISMISSED with PREJUDICE and in addition to JUST and FAIR COMPENSATION, the Defendant shall seek punitive damages as well.

4. The evidence the Plaintiff has provided proves clearly, convincingly and undeniably that the Defendant is a Victim of this Home Improvement and Mortgage FRAUD and the Plaintiff is not. The reason: The Defendant has done everything within the Defendant's ability to end this FRAUD, {Refer to filed Wells Fargo Exhibits B and D} while the Plaintiff has used every means and method to perpetuate it {See WF00120, WF00121, WF00125 & WF00130}, protect it legally {Refer to the WELLS FARGO BANK, N.A., RESPONSES TO REQUEST FOR DISCOVERY filed in the Court of Common Pleas, October 15, 2008} and exact payment from it. {See WF00122, WF00123, WF00124, WF00127, WF00129}

ARGUMENT II

The Plaintiff's Perpetuation Of An "Illegal Predatory Lending Scheme"

5. The second reason why the Plaintiff's foreclosure proceeding against the Defendant must be DISMISSED with PREJUDICE and the Defendant JUSTLY and FAIRLY COMPENSATED in every category and manner allowed by law is because the evidence the Plaintiff has provided proves clearly and convincingly that the Plaintiff is perpetuating an illegal "Predatory Lending Scheme" that involves the use of "Falsified" and "Forged" documents {Refer to Exhibits 8-14 already filed in the Court of Common Pleas & WF00028-WF00029} after being notified in writing concerning these matters. {Refer to filed Wells Fargo Exhibits B & D} The Plaintiff is complicit in accepting, processing, approving, funding, maintaining and actively defending a Home Improvement and Mortgage FRAUD. {See WF00001 – WF00029} and Refer to WELLS FARGO BANK, N.A., RESPONSES TO REQUEST FOR DISCOVERY filed in the Court of Common Pleas, October 15, 2008} and an "Illegally Brokered" Loan.

(A) On December 22, 2007, the Defendant's husband left a message on the Plaintiff's answering machine that the Defendant's loan is mired in fraud, deceit and deception. On December 24, 2007, the Defendant told the Plaintiff's representative, Kathryn R. Perkinson, there are problems with the loan. Kathryn R. Perkinson advised the Defendant to work things out with the Seller, and if that could not be done fax a cancellation notice to the Home Office in

Des Moines, Iowa. On December 26, 2007, the Closing Attorney, Debra C. Galloway, notified the Plaintiff by facsimile that the Defendant's loan was in dispute. **{Refer to Exhibit 70 already filed in the Court of Common Pleas.}**

(B) The Plaintiff could have easily cancelled this loan, stop, suspend or cancel payments on it without any loss whatsoever. **Consequently, any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and Errors in Judgment" that are to the Plaintiff's own detriment.**

(C) The Defendant notified the Plaintiff by phone on January 14, 2008, that Appraisal #7-59 is "Falsified" and the Value Inflated. None of the improvements stated on Appraisal #7-59 are true. **{See WF00001 – WF00026}** The Defendant faxed the Plaintiff evidence of the "Falsification" on February 5, 2008 **{Refer to Exhibits 8-14 filed in the Court of Common Pleas}**, and written correspondence on February 8, 2008, concerning the "Fraudulent" Loan, Note and Mortgage. **{See Wells Fargo's Exhibits B and D}** Yet to date, not only has the Plaintiff refused to thoroughly investigate this **FRAUD** and the "Falsified" and "Forged" documents, upon which, the **FRAUD** is based, the Plaintiff's Executive Resolution Team reviewed the "Falsified" and "Forged" documents and found them acceptable for lending purposes. **{See WF00120, WF00121 & WF00130}** This is after the Plaintiff was notified by phone and in writing that Appraisal #7-59 is "Falsified". **{See Wells Fargo's Exhibits B and D and Refer to Exhibits 4 & 8-14 filed in the Court of Common Pleas}** Therefore, the Defendant has no liability (legal or otherwise) for this Home Improvement and Mortgage **FRAUD** that the Plaintiff, Accepted, Approved, Funded, Maintained, Supports and Actively Defends.

(D) The Plaintiff was notified in the same February 8, 2008 correspondence that the "Satisfactory Completion Certificate" the Plaintiff used for lending purposes is "Falsified". **{See Exhibit 227 and Refer to Exhibits 4 & 9 already filed in the Court of Common Pleas}** The Plaintiff not only refused to cancel the loan, **{See WF00120}**, The Plaintiff refused to take any meaningful action and still refuses to end this Home Improvement and Mortgage **FRAUD**. **{See WF00120, WF000121 & WF00130}** Even though the Plaintiff's own document file clearly shows the Defendant is a Victim of a Home Improvement and Mortgage **FRAUD** involving Thomas Jacobs/Thomas D. Jacobs (hereafter also called the Seller), with help from Jim H. Austin III (hereafter also called the Appraiser) and Golden Gate Mortgage/David Terrell (hereafter also called the Broker), the Plaintiff still defends these "Falsified" and "Forged" documents. **The Defendant is not responsible for the Plaintiff's "Errors in Judgment".**

ARGUMENT III
The “Falsified” And “Forged” Appraisal #7-59

6. The third reason why the Plaintiff’s foreclosure proceeding against the Defendant must be DISMISSED with PREJUDICE and the Defendant JUSTLY and FAIRLY COMPENSATED in every category and manner allowed by law is because the evidence the Plaintiff has provided is clear and convincing, and proves beyond any reasonable doubt, that the “Falsified” Appraisal #7-59 was ordered by the Broker for the Seller and prepared by the Appraiser for the Seller... AND NOT FOR THE DEFENDANT and sent to the Plaintiff as documents from the Broker, Seller and the Appraiser. {See WF00014 - WF00027}

(A) Because the evidence the Plaintiff has provided is irrefutable and undeniable that the “Falsified” Appraisal #7-59 was ordered for the Seller, the evidence refutes, disproves and absolutely negates Nelson Mullins Riley & Scarborough, LLP’s filed statements, that the Broker ordered the appraisal for the Defendant. {See WF00027} Therefore, the Defendant has no liability for the Plaintiff’s “Due Diligence” failures.

(B) The evidence the Plaintiff has provided relative to Invoice #7-59 also categorically and emphatically refutes, disproves and negates Janet Frotscher’s Executive Resolution Team statement that the Broker ordered the appraisal for the Defendant. {See WF00120, WF00121, WF00125 & WF00130}

(C) The evidence of “Forgery” the Plaintiff has provided is clear, convincing, irrefutable, undeniable, not subject to controversy or legal challenge in this foreclosure proceeding or during any subsequent appeal that the Defendant’s last name [Sistrunk] is written on the “Falsified” Appraisal #7-59 as the owner of public record. This insertion is indicative of a SCAM. SCAM is a slang expression that is used to identify a “Fraudulent Business Scheme” that is intended to deceive and deprive by deceit. The Defendant was not the property owner on October 8, 2007. {See WF00016} The Plaintiff’s underwriters were deceived into believing something that is absolutely and emphatically NOT TRUE.....is true.

(D) The evidence the Plaintiff has provided proves clearly and convincingly that the property was transferred from the Seller to the Defendant by Affidavit on December 21, 2007 {See WF00094} The Deed was officially filed by the R.O.D., on December 28, 2007 by Gail Laney. {See Exhibit 236} Therefore, the Defendant could not have been the property owner of record that is stated on the “Falsified” Appraisal #7-59. {See WF00014 – WF00026}

(E) Based on the evidence the Plaintiff has provided, the effective date of the "Falsified" Appraisal #7-59 is October 8, 2007. {See WF00008 & WF00021}

(F) The evidence the Plaintiff has provided proves clearly and convincingly that the Plaintiff has two (2) "Falsified" Appraisals both with the same file numbers 7-59. {See WF00001-WF00013 & WF00014-WF00026}

(G) One 7-59 Appraisal is undeniably, irrefutably, clearly and convincingly "Falsified" and is definitely a FRUAD because of "Forgery". The Defendant is listed as the property owner of record on October 8, 2007. {See WF00014-WF00026} As the Appraiser.... Jim H. Austin III would have known and should have known this was not true, and..... as the Seller and property owner..... Thomas Jacobs/Thomas D. Jacobs knew it was not true.

(H) The second 7-59 Appraisal is just as "Falsified" as the first and is also a FRAUD because of "Forgery". The 7-59 file numbers were never transferred by the Appraiser to the Defendant. The Plaintiff has not provided any evidence, i.e., an invoice or statement from Jim H. Austin III that he (Jim H. Austin III) did an appraisal for the Defendant or transferred the file numbers to the Defendant. Jim H. Austin III never did an appraisal for the Defendant because the Broker never ordered one for the Defendant. The Defendant's name was "Forged by Substitution" on to the Seller's appraisal and sent to the Plaintiff. {See WF00027}

(I) Since no appraisal was ordered for the Defendant, and the Plaintiff does not have any evidence the Appraiser transferred the file numbers to the Defendant, any document with 7-59 file numbers belongs to the Seller. Consequently, **ANY DOCUMENT WITH 7-59 FILE NUMBERS THAT HAS THE DEFENDANT'S NAME ON IT.... IS A FRAUD.... BECAUSE OF "FORGERY BY SUBSTITUTION".** {See WF00001-WF00013}

(J) There is absolutely no evidence in the Plaintiff's document file that the Plaintiff sent to the Defendant that Jim H. Austin III transferred and/or assigned the 7-59 file numbers to the Defendant by a written and signed agreement. Consequently, without a written and signed agreement of a file number transfer from the Appraiser, the Defendant's name on these documents are verifiable and undeniable "Forgeries" {See WF00001-WF00013}

(K) The evidence the Plaintiff has provided proves clearly and convincingly that the 7-59 file numbers the Appraiser invoiced to the Broker for the Seller, identifies Thomas Jacobs/Thomas D. Jacobs as the Seller and the Borrower. Both Appraisals belong to the Seller. The Defendant has no legitimate Appraisal. {See WF00001 -WF00026}

(L) The evidence of "Forgery" the Plaintiff has provided firmly establishes the

Defendant's innocence relative to the Appraisals and corroborates fully and supports completely the Defendant's averment that without her (the Defendant's) knowledge or consent, someone unknown to the Defendant that had access to Appraisal 7-59 and the software that created it "Forged by Substitution" the Defendant's name onto both Appraisals that were originally ordered for the Seller – Thomas Jacobs/Thomas D. Jacobs and the Broker sent the "Forged" and "Falsified" Appraisals to the Plaintiff. {See WF00001-WF00013 & WF00014-WF00026}

(M) The evidence the Plaintiff has provided is clear and convincing, Both Appraisals with #7-59 file numbers are "Falsified". Both are "Forgeries" and both belong to the Seller – Thomas Jacobs/Thomas D. Jacobs. The Plaintiff has absolutely no evidence the Appraiser transferred the 7-59 file numbers to the Defendant. The Plaintiff's own "Negligence" is responsible for the "Falsified" Appraisals being used for the lending decision.

(N) These are the same "Falsified", "Forged" and FRAUDULENT appraisals, individually and/or jointly, as evidenced by the 7-59 file numbers, that were done for the Seller – Thomas Jacobs/Thomas D. Jacobs, that Janet Frotscher's Executive Resolution Team stated were ordered by the Broker for the Defendant. Janet Frotscher's statements and the statements filed by Nelson Mullins Riley & Scarborough, LLP on behalf of the Plaintiff are "False Accusations" that are not supported by the evidence or the facts. Consequently, any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and Errors in Judgment" and to the Plaintiff's own detriment.

(O) Furthermore, these are also the same "Falsified" and "Forged" and FRAUDULENT appraisals, individually and/or jointly, as evidenced by the 7-59 file numbers, that the Appraiser did for the Seller – Thomas Jacobs/Thomas D. Jacobs, that Janet Frotscher's Executive Resolution Team admitted were used in whole or in part to approve and fund the loan. Therefore, the Defendant has no liability for the Plaintiff's lending decision that was based on "Falsified" and "Forged" Appraisals the Plaintiff received from the Broker. {See WF00027} Any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and Errors in Judgment" and to the Plaintiff's own detriment.

(P) Finally, these are the same "Falsified", "Forged" and FRAUDULENT appraisals, individually and/or jointly, as evidenced by the 7-59 file numbers that Janet Frotscher's Executive Resolution Team reviewed and found acceptable for lending purposes. {See WF00120, WF00121, WF00125 & WF00130} Consequently, Any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence"

and Errors in Judgment” and to the Plaintiff’s own detriment.

ARGUMENT IV

The “Falsified” Satisfaction Completion Certificate

7. The fourth reason why the Plaintiff’s foreclosure proceeding against the Defendant must be **DISMISSED** with **PREJUDICE** and the Defendant **JUSTLY** and **FAIRLY COMPENSATED** in every category and manner allowed by law is because the evidence the Plaintiff has provided clearly and convincingly proves that the person that met with Jim H. Austin III on September 14, 2007 at 423 Bayne Street that the Appraiser calls the Borrower on the “Falsified” Satisfaction Completion Certificate with the 7-59 file numbers **IS NOT THE DEFENDANT**. This is evidenced by the same 7-59 file numbers and job numbers the Appraiser assigned to the Seller. The evidence clearly indicates it was the Seller or another borrower that met the Appraiser on 09/14/2007. {See **WF00009 & WF00027**}

(A) This is a critical evidentiary discovery the Plaintiff has provided. Since the Appraiser’s Invoice file numbers { See **WF00027**} and job file numbers for the Seller is 7-59, {See **WF00015 -WF00026**} this evidentiary discovery not only completely corroborates and supports the Defendant’s averment that she (the Defendant) was not in the town of Orangeburg, South Carolina on September 14, 2007, and therefore, could not have met the Appraiser on that date and has never met the Appraiser, this discovery also places the Seller/Borrower – Thomas D. Jacobs/ Thomas Jacobs and the Appraiser – Jim H. Austin III - together at the same place, at the same time and on the same day. {See **WF00009**} The Plaintiff’s evidence now suggests a “Conspiracy to Defraud” that involves the Seller and the Appraiser.

(B) The Defendant alleges the reason why there are two “Satisfaction Completion Certificates”, both are “Falsified”, is one was simply copied by someone that had access to the document and added it to the file. This someone could have been the Plaintiff’s personnel, the Broker, the Seller, the Appraiser or a staff member or attorney at Nelson Mullins Riley & Scarborough, LLP {See **WF00022**}. One fact is undeniable, not subject to controversy or legal challenge in this foreclosure proceeding or during any subsequent appeal, the Defendant is not the Appraiser.

(C) The evidence the Plaintiff has provided completely exonerates the Defendant and absolutely dispels, refutes and negates Janet Frotscher’s and the Plaintiff’s statements that the Defendant met with the Appraiser on September 14, 2007. {See **WF00125**}

(D) The Plaintiff's documented evidence not only proves clearly and convincingly that Janet Frotscher's statement that the Defendant met the Appraiser on September 14, 2007 and submitted invoices are "False Accusations" that are not supported by the evidence or the facts, the Plaintiff's documented evidence also proves clearly and convincingly that the statements filed by Nelson Mullins Riley & Scarborough, LLP relative to the Satisfaction Completion Certificate are also "False Accusations" that are not supported by the evidence or the facts {See **WELLS FARGO'S REPLY TO DEFENDANT'S FIRST AMENDMENT TO ANSWER TO COMPLAINT WITH COUNTERCLAIMS, Page 15, Paragraph 119 and WELLS FARGO'S BANK, N.A., RESPONSES TO REQUEST FOR DISCOVERY. Page 3, 10(A) RESPONSE**} Since the Plaintiff was notified, these are accusations not misstatements.

(E) Since the Plaintiff has absolutely no evidence the Appraiser transferred the Seller's 7-59 file numbers to the Defendant. **There is no verifiable and documented "Satisfaction Completion Certificate" for the Defendant.** Therefore, the "Satisfaction Completion Certificate" used in whole or in part to support the Plaintiff's lending decision is the same "Falsified" and FRAUDULENT Satisfaction Completion Certificate the Appraiser prepared for the Seller - Thomas Jacobs/Thomas D. Jacobs. {See WF00009 & WF00027}

(F) **Since the Plaintiff did not use any representations or presentations from the Defendant to approve or fund loan #708-0174072777, the Defendant has no liability for it.** Since the Seller has never had a valid "Building Permit" on file and from the City of Orangeburg, South Carolina, there were no repairs to be completed. The Satisfaction Completion Certificate with the 7-59 file numbers is a FRAUD. **Therefore, the Plaintiff's lending decision was based in whole or in part on a FRAUD.** {See WF00009 & WF00027}

(G) The Plaintiff's own NEGLIGENCE and the FRAUD of the Seller, Appraiser and the Broker are responsible for the "Falsified" Satisfaction Completion Certificate being used in the Plaintiff's lending decision and not any representations from the Defendant.

(H) **The evidence is clear and convincing. The Plaintiff is perpetuating an Illegal "Predatory Lending Scheme" that involves the use of "Falsified" documents and a Home Improvement and Mortgage FRAUD based on the same documents.** Hence, this foreclosure proceeding against the Defendant must be DISMISSED with PREJUDICE and the Defendant JUSTLY and FAIRLY COMPENSATED in every category and manner allowed by law. Any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and Errors in Judgment" and to the Plaintiff's own detriment.

ARGUMENT V
The "Altered" And "Forged" "Contract Of Sale"

8. The fifth reason why the Plaintiff's foreclosure proceeding against the Defendant must be **DISMISSED** with **PREJUDICE** and the Defendant **JUSTLY** and **FAIRLY COMPENSATED** in every category and manner allowed by law is because the evidence the Plaintiff has provided clearly and convincingly proves beyond any reasonable doubt, that the Contract of Sale has been altered and initialed. {See **WF00028-WF00029**} This alteration took place after the Defendant signed it {See **Exhibits 140-141**} and without the Defendant's knowledge or consent. Since, the initials above the alteration do not belong to the Defendant, the initials on the Contract of Sale are **Forgeries**. {See **WF00028-WF00029 & Exhibits 140-141**}

(A) Anyone with access to the Contract of Sale could have altered the document and forged the Defendant's initials. It could have been the Seller, the Appraiser, the Broker or even the Plaintiff's own personnel. The only Affidavit the Plaintiff has provided is a "Name Affidavit", not a "Signature Affidavit". {See **WF00101**}

(B) If the Plaintiff is going to accuse the Defendant of initialing a document change with different initials, the Plaintiff must provide a "Signature Affidavit" with initials to verify the initials on the Contract of Sale belong to the Defendant. A handwriting expert is not necessary to determine the initialed alterations on the Contract of Sale belong to someone else and **NOT THE DEFENDANT**. {See **WF00028-WF00029 & WF00042-WF00060**}

(C) This can easily be proven clearly and convincingly by comparing the initials on the "Altered" and "Forged" Contract of Sale to the Defendant's initials in the Plaintiff's document file. {See **WF00028-WF00029 & WF00042-WF00060**} Without a "Signature Affidavit" with initials, the Contract of Sale is a **FRAUD**. The Plaintiff should have voided it years ago and cancelled the Note and Mortgage. {See **WF00042-WF00060**} Any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and Errors in Judgment" and to the Plaintiff's own detriment. .

ARGUMENT VI
The "Fraudulently Induced" Broker's Agreement

9. The sixth reason why the Plaintiff's foreclosure proceeding against the Defendant must be **DISMISSED** with **PREJUDICE** and the Defendant **JUSTLY** and **FAIRLY COMPENSATED** in every category and manner allowed by law is because the signed "Broker Agreement" came into existence due to "Fraud in the Inducement" {See **WF00080-WF00081**}

**Background And History Relative To The "Fraudulently Induced"
Broker's Agreement
Also See Attached Affidavit**

10. On Friday, September 14, 2007, the Defendant received a notice from the Postal Service, that a Certified Letter had arrived from her (the Defendant's) landlord; Tommy Mitchell {hereafter also called the landlord}. **{Refer to Exhibit 16 (Now 67) already filed in the Court of Common Pleas}** The Defendant's husband picked it up on Saturday, September 15, 2007. The letter was a 30-day notice to move. The Defendant had to be out of 5074 Coburg Lane by October 8, 2007. **{Refer to Exhibit 18 already filed in the Court of Common Pleas}**
11. During the search for an apartment or house to rent, the Defendant's husband was contacted by phone by a man now known as Thomas Jacobs (the Seller). The Defendant's husband (hereafter also called GMS) met the Seller at the Huddle House Restaurant on Calhoun Drive in Orangeburg, South Carolina during the week of September 24, 2007. **{See Attached Affidavit}** GMS entered into a verbal agreement with the Seller to cleanup 423 Bayne Street (hereafter also called the house/Bayne Street) in exchange for a reasonable monthly rent. GMS began cleaning up the house on Tuesday, September 25, 2007. **{See Attached Affidavit}**
12. On Monday, October 1, 2007, The Defendant had to rush her (the Defendant's) son to The Regional Medical Center (hereafter also called TRMC) in Orangeburg, South Carolina because of a severe respiratory infection. Because of the nature of the infection, the Defendant's son needed constant care. The Defendant took a leave of absence from work in order to stay with him at TRMC. **{Refer to Exhibit 85 already filed in the Court of Common Pleas and Exhibit 231}**
13. On Monday night October 1, 2007 at approximately 7:30 p.m., GMS arrived at TRMC to see his son. While there, GMS told the Defendant the Seller brought him (GMS) a Lease Agreement to sign, **{Refer to Exhibit 30 already filed in the Court of Common Pleas}** but he (GMS) would not sign it because of the date. The house would not be ready to live in by October 9, 2007, because there was still too much work to do. **{See WF0009 & WF00022 Note: The Appraiser says repairs were completed on September 14, 2007}** GMS continued by telling the Defendant the Seller offered to sell them the house if she (the Defendant) qualified for

a loan. GMS told the Defendant all she (the Defendant) had to do to begin the process is call the Seller's office in Cayce, SC and speak with the Seller's assistant. According to GMS, the Seller's assistant would complete the application over the phone. {See Attached Affidavit}

14. GMS also told the Defendant if she (the Defendant) were approved, the Seller said he (the Seller) would get his (the Seller's) contractor, Mr. Lambright (hereafter also called the contractor/Lambright), to do major repairs including new windows, walls, floors, ceilings, fixtures, floor covering, appliances and painting. The Defendant agreed. On Tuesday, October 2, 2007, the Defendant called the Seller's assistant and completed an application over the phone. . {See WF00066-WF00073}

(A) The Broker did this credit report on 10/03/2007 without authorization and without the Defendant's knowledge after the Defendant called the Seller's assistant on October 2, 2007. The Defendant alleges this information came from the Seller or the Seller's assistant because the Defendant has never met the Broker or contacted the Broker in any manner or form until January 9, 2008. {See Exhibit 2 filed in the Court of Common Pleas}

(B) The Broker has already admitted to SCDCA that he (the Broker) has never met the Defendant and the Defendant did not contact him (the Broker) in any manner or form prior to 12/21/2007. This violation by the Broker occurred before the "Fraudulently Induced" Broker Agreement with Golden Gate Mortgage's name on it was signed on 11/26/2007. This first loan application was completed for the Seller, not the Broker.

(C) This is the first documented evidence of the Plaintiff's "Illegally Brokered" Loan. The Seller is not a licensed "Loan Originator", never represented himself as a licensed "Loan Originator" and never told the Defendant or GMS, he (the Seller) was brokering a loan.

15. The Defendant was staying at TRMC with their son during this time. On Sunday, October 7, 2007, the (Defendant's) son's condition worsened. TRMC transferred him (the son) to Palmetto Health, formerly Richland Memorial Hospital, in Columbia, South Carolina. The Defendant went with him (her son) by ambulance. {See Exhibits 231} Later that night, GMS called the Defendant, to inquire about their son's condition. While on the phone, GMS told the Defendant that he (GMS) would stay at 5074 Coburg Lane and finish packing. When the landlord's realtor came, he would ask for additional time to move their belongings out. {Refer to Exhibit 18 already filed in the Court of Common Pleas}

16. The Defendant was not told about 423 Bayne Street or her (the Defendant's) loan application was for 423 Bayne Street until the night of October 9, 2007. {See Attached Affidavit} On Wednesday, October 10, 2007, the Defendant called and told (GMS) that they would be leaving Palmetto Health around 1:00 p.m. GMS, the Defendant and their son, did not leave Palmetto Health until sometime after 2:00 p.m. because of unexpected delays in obtaining prescriptions from the doctor. {Refer to Exhibit 17 filed in the Court of Common Pleas}

17. When GMS, the Defendant and their son (hereafter also called they and/or them) arrived in Orangeburg, South Carolina, they went to look at the houses GMS had seen with the Seller starting from the first house and ending with the last. At approximately 5:00 p.m., they arrived at Bayne Street. This was the first time the Defendant and their son saw the house. The Defendant was not impressed, looked around for about 90 minutes and then went to Walgreens Pharmacy to fill prescriptions. {See Exhibit 232}

18. On Friday, October 12, 2007, at approximately 7:30 a.m., GMS and the Defendant put notes on the doors of 5074 Coburg Lane for the landlord's realtor, took their son to Carver Middle School {See Exhibit 233}, and drove to Bayne Street. {See Attached Affidavit}

19. At approximately 1:30 p.m., the Seller came unexpectedly. This was the first time the Defendant saw and met the Seller. The Seller told the Defendant Golden Gate Mortgage Company had approved her (the Defendant's) loan and was going to be the Defendant's lender. {A Section 40-58-70(1) Violation}{See WF00064, WF00084 &WF00085}

20. The Seller also made it a point to let the Defendant know the lender, Golden Gate Mortgage, was also a long time business associate. {See WF00032, WF00035 & WF00038 – Interviewer's Employer} The Seller told the Defendant that he would be back in a few days with the paperwork. In the meantime, the Seller was going to send Lambright over to begin the work of doing major repairs to Bayne Street. {See WF0009 &WF00022 – These repairs were never completed} Shortly, after this meeting, the Seller left. {See Attached Affidavit}

21. On Thursday night, November 1, 2007, GMS came home from Bayne Street and told the Defendant that the Seller came by and wanted her (the Defendant) to send or fax him (the Seller) a copy of the Defendant's driver's license, W2 Form and her (the Defendant's) most recent check stub to his office. {See WF00061, WF00062 WF00118} GMS also told the

Defendant that the Seller said they could start moving their belongings from Coburg Lane to the house. Sometimes during the week of November 12, 2007, the Defendant faxed her (the Defendant's) personnel documents to the fax number the Seller provided. {See WF00061, WF00062 & WF00118} & {See Attached Affidavit}

22. Sometimes during the week of November 19, 2007, GMS told the Defendant that the Seller called and informed him (GMS) that the faxed documents the Seller needed did not turn out well. GMS told the Defendant that the Seller would get copies when he (the Seller) got to Orangeburg. GMS told the Defendant the Seller was coming to Orangeburg with the paperwork for the loan on Monday, November 26, 2007. {See WF00032, WF00035 & WF00038 – Interviewer's Employer} & {See Attached Affidavit}

23 On Monday, November 26, 2007 the Defendant received a call from GMS at the Wolfe House. GMS wanted to know could the Defendant come home early because the Seller had arrived at Bayne Street with the loan paperwork at approximately 12:45 p.m. The Defendant's supervisor allowed the Defendant to leave and the Defendant arrived at Bayne Street at approximately 1:50 p.m.. Shortly after arriving, the Defendant began completing the paperwork for the loan. {See Attached Affidavit}

24. The Seller told the Defendant that in addition to signing the Golden Gate Mortgage application, {See WF00031 & WF00032} the Defendant had to complete and sign all the paperwork or Golden Gate Mortgage would not fund the loan. This included the Broker's Agreement from Golden Gate Mortgage, {See WF00080 & WF00081} the Attorney/Insurance Preference Checklist {WF00083}, RESPA Servicing Disclosure {See WF00084}, Good Faith Estimate {See WF00087}, Fair Lending Notice {See WF00085}, Disclosure Notice {See WF00063}, Credit Authorization {See WF00064} Borrower's Certification & Authorization {See WF00074}, Right to Receive Copy of the Appraisal {WF00077} and the now "Forged and "Altered" Contract of Sale. {WF00028 & WF00029}

25. While the Defendant was signing the paperwork, the Seller told the Defendant he (the Seller) would get copies of her (the Defendant's) driver's license, W2 and check stub. {See WF00061, WF00062 WF00118} By the time the Seller returned, the Defendant had signed the paperwork. The Seller told the Defendant not to worry because her (the Defendant's)

loan was being handled by his (the Seller's) friends and business associates. Before leaving the Seller was asked again "When are you (the Seller) going to lower the price of this house?" The Seller replied, "During the closing. The price will be lowered during the closing," {See Attached Affidavit}

ARGUMENT VII

The "Fraudulently Induced" Loan, Note & Mortgage Agreement

26. The seventh reason why the Plaintiff's foreclosure proceeding against the Defendant must be DISMISSED with PREJUDICE and the Defendant JUSTLY and FAIRLY COMPENSATED in every category and manner allowed by law is because the evidence the Plaintiff has provided is clear and convincing and proves beyond any reasonable doubt, that in addition to the Loan, Note and Mortgage Agreement being "Induced By Fraud", they are also the documented evidence of a well executed and up to now, successful Home Improvement and Mortgage FRAUD. The Plaintiff should have rewarded the Defendant for exposing this FRAUD, cancelled the loan and then thoroughly investigated the FRAUD in order to bring the perpetrators to justice. Instead the Plaintiff is actively perpetuating the FRAUD, defending it and still trying to collect payments on it. {See WF00122, WF00123, WF00124, WF00127, WF00129}} The evidence indicates the Seller and the Appraiser perpetrated this FRAUD with help from the Broker and the Plaintiff's underwriters lack of "DUE DILIGENCE". Consequently, any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and Errors in Judgment" that are to the Plaintiff's own detriment.

27. Based on the presentation and representations of the Seller, the Defendant had no reason to suspect a "Loan Originator's" license was necessary to secure the loan. Nor could the Defendant have determined this at that time because the Seller was the property owner. The Defendant knows of no Federal or State Law, Rule or Regulation that prohibits a property owner from selling his/her own property and owner financing the sale of that property.

28. Based on the presentation and representations of the Seller, the Defendant had no reason to suspect or believe, the Seller needed a "Loan Broker". The Seller never represented himself as a "Loan Broker". Therefore, the Defendant could not have determined at the time that the Defendant's loan was being brokered for the same reason. The Seller was the property owner. The Defendant knows of no Federal or State Law, Rule or Regulation that prohibits a property owner from selling his/her own property and owner financing the sale of that property. {See Attached Affidavit}

29. To the Defendant, at this point in time, the Seller was the property owner. The Defendant did not see the Seller again until Friday, December 21, 2007, at the Player Law Firm on Broad River Road in Columbia, South Carolina. The Defendant gave the Seller a copy of Ricky Padgett's estimate for repairing the lights at the house. The Seller put the estimate in his pocket and said he would take care of it. {Refer to Exhibit 80 already filed in the Court of Common pleas}

30. When the Closing Attorney, Debra C. Galloway, asked the Defendant was all in agreement, the Defendant, having no experience, said yes for the following reasons:

(A) The Seller had verbally agreed to lower the price of the house during the closing. Since the Seller was the property owner, there was no reason for the Defendant to suspect or not believe, the Seller could not do this at some point during the closing. As property owner, this was well within his legal authority and right to do so. {See Attached Affidavit}

(B) The Seller had verbally agreed to repair the lights, plumbing and roof. Do major repairs that included new walls, floors, ceilings, windows, fixtures, floor covering, new appliances and painting. Since the Defendant did not know about the Appraisal at the time and the Seller did not mentioned an appraisal, there was no reason for the Defendant to suspect or not believe, the Seller, as the property owner could not have his contractor, Mr. Lambright, repair the house. {See Attached Affidavit}

(C) The Seller had provided all the paperwork for the loan. There was no Broker or Appraiser. Nor did the Seller, as property owner, mention a Broker or Appraiser. The Seller had obtained copies of the Defendant's personal documents that were necessary to facilitate the loan and the Seller told the Defendant her (the Defendant's) loan was being handled by his (the Seller's) friends and business associates. There was no reason for the Defendant to suspect or not believe that the loan closing was not within the ability and legal authority of the Seller, as the property owner, to sell and finance his property with the help of his friends and business associates. {See WF00032, WF00035 & WF00038 – Interviewer's Employer}

(D) As far as the Defendant is concerned, the Appraiser, Golden Gate Mortgage, the Player Law Firm and Wells Fargo Bank, N.A., are knowingly and/or unknowingly, by design and/or unwittingly, presenting themselves and acting as though they ARE friends and/or business associates of the Seller.

(E) When one considers the corruption and violations of Federal and State

Laws, Rules and Regulations that have occurred surrounding the Defendant's loan by the Plaintiff's underwriters, the Broker, the Seller and the Appraiser, how else can anyone with any rational or reasonable intelligence explain how the Defendant got the loan if all these companies and/or individuals were not cooperating with and/or knowingly and/or unknowingly, supporting and protecting the Seller's Interest? How else can anyone reasonably, rationally and logically explain the approval of a loan that never should have been approved? **Therefore, any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and Errors in Judgment" and to the Plaintiff's own detriment.**

(F) How else can anyone with reasonable intelligence, logically and rationally explain, the Appraiser's, Broker's and the Plaintiff's violation of State and Federal Law, the Plaintiff's use and defense of "Falsified" and "Forged" documents and the Plaintiff's active legal defense of "Fraud", "Deceit" and "Deception" unless, the Broker, the Appraiser and the Plaintiff were and still are knowingly and/or unknowingly friends and/or business associates of the Seller and protecting the Seller's Interest? **Hence, any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and Errors in Judgment" and to the Plaintiff's own detriment.**

(G) How else can anyone with any reasonable intelligence explain how and why the Plaintiff is still maintaining a "Fraudulent" Loan, Note and Mortgage as a delinquent account, when this delinquent account should have been cancelled years ago, unless the Plaintiff is protecting the Seller's Interest? **Consequently, any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and Errors in Judgment" and to the Plaintiff's own detriment.**

(H) The Defendant has no liability for the "Fraudulent" Loan, Note and Mortgage because the Defendant notified the Plaintiff before the loan actually funded that there were problems with the loan. The Plaintiff has admitted being notified by the Defendant that the Appraisal and the Satisfaction Completion Certificate were "Falsified". The Plaintiff's personnel chose to consciously and with full knowledge ignore the Defendant's warnings and fund the loan anyway. The Plaintiff's documented evidence supports and corroborates the Defendant's averments that the Plaintiff is also perpetuating an "Illegally Brokered" Loan. **Consequently, any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and Errors in Judgment" and to the Plaintiff's own detriment.** The evidence the Plaintiff has provided proves the Defendant is an Innocent Victim of FRAUD.

ARGUMENT VIII
The Defendant Is An Innocent Victim

31. The eighth reason why the Plaintiff's foreclosure proceeding against the Defendant must be DISMISSED with PREJUDICE and the Defendant JUSTLY and FAIRLY COMPENSATED in every category and manner allowed by law is because the evidence the Plaintiff has provided completely corroborates and fully supports the Defendant's averments that the Defendant is an innocent Victim of a Home Improvement and Mortgage FRAUD that involves the Seller, the Appraiser, the Broker and the Plaintiff's ERRORS IN JUDGMENT.

32. The following facts are undeniable, irrefutable, not subject to controversy and/or a legal challenge in this foreclosure proceeding or during any subsequent appeal. These facts cannot be denied or disputed by the Plaintiff.

(A) The Defendant did not underwrite the loan. According to documents the Plaintiff has provided, Wells Fargo Home Mortgage was paid a fee for Underwriting Review. {See WF00089 Entry #808}

(B) The Defendant did not broker the loan. According to documents the Plaintiff has provided the loan was brokered by Golden Gate Mortgage/David Terrell. {See WF00001 – WF00038, WF00080, WF00083 & WF00120}

(C) The Defendant did not perform the appraisal. According to documents the Plaintiff has provided, the appraisal, #7-59, was purportedly done and signed by Jim H. Austin III. {See WF00002, WF0008, WF00009, WF00014, WF00015, WF00021, WF00022 & WF00078}

(D) The Defendant is not the Seller of the property. According to documents the Plaintiff has provided, Thomas D. Jacobs/Thomas Jacobs is the Seller. {See WF00028, WF000 29, WF00088, WF00090, WF00091 & WF00093}

(E) The Plaintiff did not pay the Defendant \$75,000.00. According to documents the Plaintiff has provided, the amount due the Seller was \$75,000.00. The Plaintiff has not provided the Defendant with any documents to verify the Plaintiff, the Plaintiff's representative and/or authorized personnel actually paid the Seller. {See WF00088}

(F) The Defendant did not perform the property inspection or sign the "Falsified" Satisfactory Completion Certificate. According to documents the Plaintiff has

provided, Jim H. Austin III purportedly appraised the property, verified repairs were completed and signed the "Falsified" Satisfactory Completion Certificate. {See WF0009 & WF00022}

(G) The Defendant did not close the loan. According to documents the Plaintiff has provided, the loan was closed by Player Law Firm {See WF00042, WF00092, WF00109} with Debra C. Galloway as the Closing Attorney. {See WF00094}

(H) The Plaintiff cannot present any evidence, prior to 12/21/2007, that the Plaintiff contacted the Defendant to discuss the loan in any manner or form, i.e., email, written correspondence, facsimile, telephone or by any other media, means or source.

(I) The Plaintiff cannot present any evidence that the Defendant contacted the Plaintiff in any manner or form, i.e., written correspondence, email, facsimile, telephone or by any other media, source or means to request a loan from Wells Fargo or Wells Fargo Home Mortgage prior to 12/21/2007. According to documents the Plaintiff has provided, the Plaintiff relied on information, documents and paperwork presented and submitted by the Broker. {See WF00001 – WF00038 & WF00120}

(J) Therefore, the Defendant is an innocent Victim of a Home Improvement and Mortgage FRAUD. The Defendant's "Fraudulent" Loan, Note and Mortgage that came into existence as direct result of FRAUD, should have been cancelled and declared void years ago. The Defendant should have been rewarded for exposing this FRAUD, instead, the Defendant has been persecuted and "Falsely Accused". Any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and Errors in Judgment" and to the Plaintiff's own detriment. Therefore, the Court of Common Pleas has no alternative. This foreclosure proceeding must be DISMISSED with PREJUDICE and the Defendant JUSTLY and FAIRLY COMPENSATED in every category and manner allowed by law.

ARGUMENT IX

The Defendant Never Had Any Legal Liability For Loan #708-0174072777

31. The ninth reason why the Plaintiff's foreclosure proceeding against the Defendant must be DISMISSED with PREJUDICE and the Defendant JUSTLY and FAIRLY COMPENSATED in every category and manner allowed by law is because the evidence the Plaintiff has provided completely corroborates and fully supports the Defendant's averments that the Defendant never had any legal liability for the "Fraudulent" Loan, Note and Mortgage. The following irrefutable and undeniable facts proves this clearly and convincingly:

(A) Based on the evidence the Plaintiff has provided, The Plaintiff is perpetuating an Illegal "Predatory Lending Scheme" that involves the use of "Falsified" and now "Forged" documents the Plaintiff received from the Broker. {See WF00001-WF00026},

(B) The Plaintiff has admitted these "Falsified" and now "Forged" documents were used in whole or in part as the basis for the Plaintiff's lending decision. {See WF00120, WF00121, WF00125 & WF00130} The evidence the Plaintiff has provided proves conclusively that these representations and presentations the Plaintiff accepted and used for its lending decision are from the Seller, Broker and Appraiser AND NOT FROM THE DEFENDANT. {See WF00001-WF00027} Therefore, the Defendant has no liability for the loan.

(C) Since the Defendant did not broker the loan (according to documents the Plaintiff has provided, the loan was brokered by Golden Gate Mortgage) {See WF00001-WF00027, WF00030-WF00032, WF00038, WF00080 and WF00083} and since the Plaintiff accepted, processed and approved information and representations from the Broker, if those representations from the Broker are false, misleading and/or misstatements of material facts, the Defendant has no liability for any loss the Plaintiff may have or has incurred as a direct result of relying on information, representations and/or documents the Plaintiff accepted and/or approved from the Broker.

(D) Since the Defendant did not perform the appraisal (according to documents the Plaintiff has provided, the appraisal, #7-59, was purportedly done and signed by Jim H. Austin III), {See WF00002, WF00008, WF00014, WF00015, WF00021 & WF00078} and since the Plaintiff accepted, processed and approved information and representations from the Appraiser, and if those representations from the Appraiser are false, misleading and/or misstatements of material facts, the Defendant has no liability for any loss the Plaintiff may have or has incurred as a direct result of relying on information, representations and/or documents the Plaintiff accepted and/or approved from the Appraiser.

(E) Since the Defendant is not the Seller of the property (according to documents the Plaintiff has provided, Thomas D. Jacobs/Thomas Jacobs is the Seller) {See WF00028, WF00029, WF00088, WF00090, WF00091 & WF00093}, and since the Plaintiff accepted, processed and approved information and representations from the Seller, and if those representations are false, misleading and/or misstatements of material facts, the Defendant has no liability for any loss the Plaintiff may have or has incurred as a direct result of relying on information, representations and/or documents the Plaintiff accepted and/or approved from the Seller.

(F) Since the Plaintiff did not pay the Defendant \$75,000.00 (according to documents the Plaintiff has provided) the amount due the Seller was \$75,000.00. {See WF00088} If actually paid, the Defendant has no responsibility or liability, legal or otherwise, for any proceeds the Plaintiff paid the Seller that are based on Falsified and Forged documents.

(G) Since the Defendant did not perform the property inspection or sign the "Satisfactory Completion Certificate" (according to documents the Plaintiff has provided, Jim H. Austin III purportedly appraised the property, verified repairs were complete and signed the "Falsified" Satisfactory Completion Certificate) {See WF0009 & WF00022}. Since the Plaintiff accepted, processed and approved information and representations from the Appraiser, and if those representations from the Appraiser are false, misleading and/or misstatements of material facts, the Defendant has no liability for any loss the Plaintiff may have or has incurred as a direct result of relying on information, representations and/or documents the Plaintiff accepted and/or approved from the Appraiser.

(H) The evidence the Plaintiff has provided clearly and convincingly proves the "Contract Of Sale" has been altered and initialed. This alteration took place after the Defendant signed it and without the Defendant's knowledge and consent. The initials next to the alteration do not belong to the Defendant and are "Forgeries". Since the Plaintiff accepted, processed and approved an "Altered" and "Forged" Contract of Sale without a "Signature Affidavit", and if those representations are misleading and/or misstatements of material facts, "False" or "Forgeries", the Defendant has no liability for any loss the Plaintiff may have or has incurred as a direct result of relying on "Falsified" and "Forged" documents from the Seller, Broker or the Plaintiff. {See WF00028 & WF00029 & Exhibits 140 & 141}

(I) The Defendant did not close the loan (according to documents the Plaintiff has provided, the loan was closed by Player Law Firm). {See WF00042, WF00092, WF00109} Since the Plaintiff accepted, processed and approved information and representations from Player Law Firm, and if those representations from the Player Law Firm relative to Loan #708-0174072777 are false, misleading and/or misstatements of material facts, the Defendant has no liability for any loss the Plaintiff may have or has incurred as a direct result of relying on information, representations and/or documents the Plaintiff accepted and/or approved from Player Law Firm.

(J) Based on the evidence the Plaintiff has provided, the Plaintiff in fact, reality and actuality accepted, processed, approved, funded, maintained and is still actively defending a

well executed Home Improvement and Mortgage FRAUD. Consequently, any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and Errors in Judgment" and to the Plaintiff's own detriment.

ARGUMENT X

The Plaintiff Has Violated South Carolina Laws By Accepting, Processing, Approving And Apparently Funding A Loan From An Unlicensed Loan Originator And Is Actively Perpetuating An "Illegally Brokered" Loan

32. The tenth reason why the Plaintiff's foreclosure proceeding against the Defendant must be DISMISSED with PREJUDICE and the Defendant JUSTLY and FAIRLY COMPENSATED in every category and manner allowed by law is because the Plaintiff's evidence completely corroborates and fully supports the Defendant's averments that:

(A) The Defendant's Mortgage was never valid or legitimate because it is based on FRAUD, "Fraudulent Inducements" and "Falsified" and "Forged" Documents.

(B) Because of the dates on the Plaintiff's evidence, 09/14/07, 10/3/07, 10/8 & 9/07, the Defendant's Mortgage was invalid and illegitimate before the Defendant signed the Broker's Agreement 11/26/07 and the Mortgage Instrument, 12/04/07. {See WF00032}

(C) In addition to FRAUD and FORGERY, the Defendant's Mortgage was invalid and illegitimate because the Plaintiff had already violated South Carolina's Code of Laws by approving and funding a Mortgage from an unlicensed "Loan Originator" and is actively perpetuating this "Illegally Brokered" Mortgage {See WF00001-WF00137} that was obtained in violation of Section 40-58-30. The Seller was not a licensed "Loan Originator" or Broker.

33. "SECTION 40-58-30 states in pertinent parts... Mortgage brokers and originators are to be licensed.... (A) A mortgage broker, as defined in Section 40-58-20(3), or an originator, as defined in Section 40-58-20(14), may not engage in the business of processing, placing, or negotiating a mortgage or offering to process, place, or negotiate a mortgage in this State without first being licensed with the administrator."

34. Despite all the legal authority the Seller had as the property owner to owner finance his (the Seller's) property, when the Seller engaged in processing, placing and negotiating a brokered mortgage loan, the Seller must be licensed. The Defendant's loan was in fact and in reality brokered entirely by the Seller and not by Golden Gate Mortgage. The Defendant alleges Golden Gate Mortgage was the necessary legal conduit for actual funding. Otherwise the Seller would not have needed or used the fear of not funding the loan. {See Attached Affidavit}

(A) The Seller represented Golden Gate Mortgage as the Lender. {See WF00064, WF00084 & WF00085} {A Section 40-58-70(1) Violation}

(B) The signed Broker's Agreement was "Fraudulently Induced" by the Seller by telling the Defendant, in addition to signing the Golden Gate Mortgage application, the Defendant had to complete and sign all the paperwork or Golden Gate Mortgage would not fund the loan. The paperwork included the Broker's Agreement. {See WF00080-WF00081}

(C) The Broker deceived the Plaintiff's underwriters that Golden Gate Mortgage represented the Defendant. When in fact, Golden Gate Mortgage represented the Seller and had nothing to do with the Defendant's loan paperwork, other than sending it to the Plaintiff. The Broker was the legal conduit to the Plaintiff. The Seller did all the actual work including inducing the Defendant to sign the Broker Agreement. {See Attached Affidavit} The evidence now suggests a "Conspiracy to Defraud" involving the Broker, the Seller and the Appraiser.

(D) The Defendant alleges the Plaintiff's underwriters ignored all the "Red Flags" {See WF00014-WF00026 & WF00027}, the Defendant's warnings and allegations {See Wells Fargo's Exhibits B & D}, and the Defendant's documented evidence of "Falsified" and "Forged" Appraisals. {Refer to Exhibits 8-14 already filed in the Court of Common Pleas} The Plaintiff is still violating South Carolina's Code of Laws by perpetuating an "Illegally Brokered" Loan and Mortgage in the Court of Common Pleas. {See Exhibit 235}

35. Since the Plaintiff, the Appraiser and the Broker never contacted the Defendant, the evidence is clear and convincing that the Seller gave the Defendant's personal documents and loan application to the Broker. {See WF00061, WF00062 WF00118} The Broker accepted and processed the Defendant's paperwork from the Seller and sent it to the Plaintiff's underwriters. The Plaintiff's underwriters accepted, processed and approved the loan and the Plaintiff funded the "Illegally Brokered" Mortgage. {See WF00001-WF00137} The Defendant's Mortgage would still be invalid and illegitimate under South Carolina's Code of Laws even if the Defendant were not "Fraudulently Induced" to sign the Mortgage documents by false promises from the Seller. Consequently, any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and Errors in Judgment" and to the Plaintiff's own detriment. Therefore, the Court of Common Pleas has no alternative. This foreclosure proceeding must be DISMISSED with PREJUDICE and the Defendant JUSTLY and FAIRLY COMPENSATED in every category and manner allowed by law.

36. The Plaintiff's entire case is based upon the false assumption that the Defendant is a participant and not a **Victim**. When, in fact, the Plaintiff was being misled from the very beginning. How else can the Plaintiff explain having **Falsified and Forged documents** if the Seller and Appraiser were not working together to create them and the Broker did not send them? The evidence is clear and convincing that the Plaintiff is actively defending an "Illegally Brokered" Loan and Mortgage that was obtained in violation of **Section 40-58-70**.

"SECTION 40-58-70. Prohibited activities. A licensee may not:

(1) misrepresent the material facts or make false promises likely to influence, persuade, or induce an applicant for a mortgage or a mortgagor to take a mortgage. This includes presenting the broker in the guise of a lender or pursuing a course of misrepresentation through agents or otherwise;

(2) intentionally misrepresent or conceal a material factor, term, or condition of a transaction to which he is a party, pertinent to an applicant for a mortgage or a mortgagor;

(3) engage in a transaction, practice, or course of business which is unconscionable in light of the regular practices of a mortgage broker, or which operates a fraud upon a person, in connection with the making of or purchase or sale of a mortgage;" {See WF00001-WF00013, WF00064, WF00084 & WF00085 }

37. **The Plaintiff should have cancelled the Mortgage and Note years ago.** Consequently, this foreclosure proceeding must be **DISMISSED** with **PREJUDICE** and the Defendant **JUSTLY** and **FAIRLY COMPENSATED** in every category and manner allowed by law. Any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and "Errors in Judgment" and to the Plaintiff's own detriment.

ARGUMENT XI

The Plaintiff Has Violated South Carolina's High-Cost and Consumer Home Loans Act

38. In addition to **FRAUD**, **FORGERY** and **Illegal Brokering**, the eleventh reason why the Plaintiff's foreclosure proceeding must be **DISMISSED** with **PREJUDICE** and the Defendant **JUSTLY** and **FAIRLY COMPENSATED** in every category and manner allowed by law is because the Plaintiff's evidence completely corroborates and supports the Defendant's averment that the Defendant's loan was also brokered in violation of "**Section 37-23-40**".

"Section 37-23-40" - Lender limitations clearly state: "The lender of a high-cost home loan may not:

(1) make a high-cost home loan without first receiving a written certification from a counselor approved by the State Housing Finance and Development Authority that the

borrower has received counseling on the advisability of the loan transaction and the appropriate loan for the borrower. The Department of Consumer Affairs shall specify the information that must be provided by the lender and reviewed by the consumer credit counselor;

(2) make a high-cost home loan unless the lender reasonably believes at the time the loan is consummated that one or more of the obligors, when considered individually or collectively, is able to make the scheduled payments to repay the obligation based upon a consideration of their current and expected income, current obligations, employment status, and other financial resources other than the borrower's equity in the dwelling that secures repayment of the loan. An obligor is presumed to be able to make the scheduled payments to repay the obligation if, at the time the loan is consummated, the obligor's total monthly debts, including amounts owed pursuant to the loan, do not exceed fifty percent of the monthly gross income as verified by the credit application, the obligor's financial statement, a credit report, financial information provided to the lender by or on behalf of the obligor, or another authoritative means. A presumption of inability to make the scheduled payments to repay the obligation does not arise solely from the fact that, at the time the loan is consummated, the obligor's total monthly debts, including amounts owed under the loan, exceed fifty percent of the obligor's monthly gross income;"

39. The Plaintiff has not provided any evidence the Plaintiff received written certification from a counselor approved by the State Housing Finance and Development Authority or that the Defendant received counseling on the advisability of the loan transaction and the appropriate loan for the Defendant. Under Section "Section 37-23-40", The Department of Consumer Affairs shall specify the information that must be provided by the lender and reviewed by the consumer credit counselor. The Defendant did not receive any counseling.

40. The Defendant's loan, including outstanding debt obligations, exceeds 50% of the Defendant's gross monthly income which is another violation of "Section 37-23-40". {See WF00066 – WF00073 & Exhibits 65, 71 & 72 already filed in the Court of Common Pleas} The Defendant's loan and Mortgage never should have been approved and since it was approved, the Loan, Note and Mortgage should have been cancelled years ago. Consequently, any loss the Plaintiff has incurred is due to the Plaintiff's own "Negligence", "Failure to Exercise Due Diligence" and "Errors in Judgment" and to the Plaintiff's own detriment.

ARGUMENT XII

The Seller Had No "Building Permit" Or "Loan Originator's" License

41. The twelfth reason why the Plaintiff's foreclosure proceeding against the Defendant must be DISMISSED with PREJUDICE and the Defendant JUSTLY and FAIRLY COMPENSATED in every category and manner allowed by law is because of the evidence the

Plaintiff cannot provide. **The Plaintiff cannot provide evidence of the Seller's "Building Permit" and "Loan Originator's" License because they do not exist.** This proves conclusively, undeniably, irrefutably, clearly and convincingly, and is not subject to a legal challenge or a judicial appeal that the Plaintiff case is without merit or legal standing because the Plaintiff is:

(A) Perpetuating an "Illegal Predatory Lending Scheme" that involves the use of "Falsified" and "Forged" documents. Both Appraisals are "Falsified" and "Forgeries".

(B) Perpetuating a Home Improvement and Mortgage **FRAUD** based on the same "Falsified" and "Forged" Appraisals, a "Fraudulent" Satisfaction Completion Certificate and an "Altered" and "Forged" Contract of Sale.

(C) Perpetuating an "Illegally Brokered" Loan and Mortgage that were obtained in violation of South Carolina's Code of Laws. The Seller was not licensed.

(D) Perpetuating **FRAUD, FORGERY** and an **Illegally Brokered Loan, Note and Mortgage** upon the Defendant in the Court of Common Pleas. {2008-CP-38-1024}

(E) Attempting to foreclose and collect on a Home Improvement and Mortgage **FRAUD** {See WF00001-WF00137} by using the Judicial Process. {2008-CP-38-1024}

42. Since a "Building Permit" is required to do any major home improvement or repairs in the City of Orangeburg, and since the Seller did not have a "Building Permit" during the dates in question to initiate or complete repairs at 423 Bayne Street., and since a "Building Permit" in the Seller's name does not exist, the "Satisfaction Completion Certificate" the Plaintiff used in whole or in part to approve and fund loan #708-0174072777 is a **FRAUD**.

43. Since the Seller did not have a "Building Permit" on the dates in question to legally initiate and complete major repairs or improvements at 423 Bayne Street., the "Appraisals with the file numbers 7-59 that the Plaintiff used in whole or in part to fund loan #708-0174072777 are not only "Falsified" and "Forgeries, they are **FRAUDS** as well.

44. Since the Seller did not have a "Loan Originator's" licensed and no "Loan Originator's" license existed in the name of the Seller at SCDCA on the dates in question, all the documents the Plaintiff received from the Broker relative to loan #708-0174072777 were obtained illegally in violation of South Carolina's Code of Laws and is, therefore, proof of a well orchestrated, executed and successful Home Improvement and Mortgage **FRAUD**. In fact and

actuality, the Plaintiff was **Defrauded out of \$75,000.00**, and the liability and responsibility for this **FRAUD** lies with the Broker, the Seller, the Appraiser, and with the Plaintiff's Underwriters.

45. The Defendant's representations were only used for qualification and were never used in whole or in part to fund the Loan, Note and Mortgage. {See WF00061, WF00062 & WF00118} The Seller and Appraiser with help from the Broker, the Plaintiff's Underwriters, Executive Resolution Team and Legal Advisers have continuously misled the Plaintiff.

CONCLUSIONS

46. Loan #708-0174072777 has not only been proven to be a **FRAUD** because of documented illegal brokering activities, the documents upon which the Plaintiff has relied in whole or in part are also a **FRAUD**. The evidence the Plaintiff has provided proves clearly and convincingly that any loss the Plaintiff has incurred is due to the Plaintiff's "Faulty Premise", Failure to Exercise "Due Diligence", "Negligence" and "Errors in Judgment" and to the Plaintiff's own "Detriment". The Defendant has no liability for the Plaintiff's failures.

47. The Defendant has not only been **Victimized** by the Seller, Appraiser and the Broker indirectly and directly, the Defendant has also been **Victimized** by the Plaintiff. For over 3 years the Defendant endured false accusations from the Plaintiff's personnel and those same false accusations were filed in legal briefs on behalf of the Plaintiff by attorneys from Nelson Mullins Riley & Scarborough, LLP that the Defendant met the Appraiser on September 14, 2007 and the Broker ordered an appraisal for the Defendant. **ALL ARE ABSOLUTE LIES.**

48. **DISMISSING** the Plaintiff's Complaint and this foreclosure proceeding with **PREJUDICE** will effectively bar the Plaintiff from usurping the legal system by using Federally Mandated Programs, i.e., the HMP and Foreclosure Intervention to legitimize the Plaintiff's Home Improvement and Mortgage **FRAUD**, Illegal "Predatory Lending Scheme" and "Illegally Brokered" Loan and Mortgage. {See Exhibit 235}

49. Loan #708-0174072777 was not brokered in compliance with South Carolina's Code of Laws and is therefore, **ILLEGAL**. It is the Plaintiff's responsibility to meet compliance requirements before any loan is closed and/or funded. If the Plaintiff fails to exercise due diligence and approves and/or funds a loan that violates South Carolina's Laws and/or Federal

Laws, Rules and/or Regulations, any such loan is already an illegal loan transaction and voidable. Consequently, whatever restitution the Plaintiff seeks must come from the Broker, the Appraiser, the Seller, the Plaintiff's Underwriters, Executive Resolution Team, Attorneys and/or Legal Advisers and not from the Defendant. **The Seller's Home Improvement and Mortgage FRAUD could not have succeeded without the Plaintiff's "Faulty Premise", "Negligence", "Due Diligence Failures", "Errors in Judgment" and Incompetent Legal Advice and to the Plaintiff's own detriment.**

SETTLEMENT

50. In the event and after review, a Judge at the Court of Common Pleas deems it proper, conforming, compliant and/or in accordance with existing and/or established law, precedent/s and/or Court ruling/s to DISMISS the Plaintiff's Complaint with PREJUDICE because of fraud, wrongful litigation, on the merits of the case, the Plaintiff's failure to fully comply with the May 22, 2009 Supreme Court Of South Carolina Order For Foreclosure Cases, "Suspected Fraud Upon the Court" by the Plaintiff's attorney/s by concealing material facts, filing false statements and false information that could mislead and deceive the Court, or for any other justifiable cause, reason and/or purpose, and/or the Plaintiff decides by Court Order and/or on the advice of Counsel and/or of the Plaintiff's own volition to settle this matter without further litigation and/or settle with the Defendant out of Court for any reason, purpose or cause, the Defendant hereby waives, her (the Defendant) Right/s to a Trial By Jury relative to these matters; but reserves her (the Defendant) Right/s to a Trial By Jury in the event the Plaintiff engages in further deceit, deception and/or trickery relative to such settlement, agreement and/or accord to end this matter and relinquish any future claim/s to the Defendant's property and/or other assets.

Category of Damage – Compensatory & Punitive

51. All settlement amounts are now based on judicial precedent from in and out of court settlements ranging from \$25,000 to \$200,000,000.00 in similar cases depending on the severity of the false accusation, specifics of the lawsuit/s filed and won; and the damage awarded by a Jury and upheld by state Supreme Courts:

Defamation Of Character After The Facts Were Known

52. The Plaintiff's personnel falsely accused the Defendant of meeting with the

Appraiser, Jim H. Austin III on September 14, 2007 and showed the Appraiser invoices for plumbing and building supplies, relative to the Satisfaction Completion Certificate that was signed by the Appraiser, when the Defendant has never met or seen the Appraiser. The Plaintiff's personnel sent this false information to South Carolina's Department of Consumer Affairs, the Office of the Comptroller of the Currency and to Nelson Mullins Riley and Scarborough, LLP after being told it is not true. The law firm has repeated these false accusations in the pursuit of this case. These false accusations, relative to loan number 708-0174072777, may have contributed to the Plaintiff's refusal to settle this case out of court and to rectifying the "Fraudulent" Loan, Note and Mortgage that are now a proven FRAUD by the Plaintiff's own documents. The Plaintiff cannot produce the Seller's "Building Permit" and "Loan Originator's" license because these documents did not exist in the Seller's name during 09/01/2007 – 12/21/2007. The Plaintiff failed in the Plaintiff's responsibility, duty and obligation to verify information is accurate, true and can be validated before approving and/or funding loans. This is not the Defendant's responsibility. Therefore, the Defendant has no justifiable liability

53. The Plaintiff's personnel falsely accused the Defendant of directing the Broker, David Terrell/Golden Gate Mortgage, to order an Appraisal on October 8, 2007. The Plaintiff's personnel sent this false information to South Carolina's Department of Consumer Affairs, the Office of the Comptroller of the Currency and to Nelson Mullins Riley and Scarborough, LLP, when the Defendant was never contacted by the broker and has never met or seen the broker. The law firm has repeated these false accusations in the pursuit of this case. These false accusations relative to, loan number 708-0174072777, may have also contributed to the Plaintiff's refusal to settle this case out of court and to rectifying the "Fraudulent" Loan, Note and Mortgage by cooperating with the Defendant.

Settlement Shall Be Treated And Considered As A Separate Issue: \$2,000,000.00 In Compensatory And Punitive damage.

No separate action has been taken as of August 15, 2011, but shall be considered as a future "Cause of Action".

Perpetuating An Illegal "Predatory Lending Scheme" And "Fraud" Upon The Defendant After The Facts Were Known

54. On December 22, 2007, the Defendant's husband called the Plaintiff's office in

Raleigh, North Carolina and left a message on the answering machine that the Defendant's loan was mired in "Fraud", "Deceit" and "Deception". On December 24, 2007, Kathryn R. Perkinson, the Plaintiff's representative, responded to the call. The Defendant told Kathryn R. Perkinson there were problems with the loan. Kathryn R. Perkinson advised the Defendant to work things out with the Seller and if this could not be done to fax the Defendant's cancellation notice to the Home Office in Des Moines, Iowa. The Defendant received the "Falsified" Appraisal #7-59 on January 12, 2008. On January 14, 2008, the Plaintiff was notified by phone concerning irregularities with loan #708-0174072777. On February 5, 2008, the Defendant faxed evidence of the "Falsifications" on Appraisal #7-59 and the Satisfaction Completion Certificate to the Plaintiff. On February 8, 2008, the Defendant re-sent the itemized falsifications on Appraisal #7-59 and notified the Plaintiff in writing that the value of 423 Bayne Street was "Falsified". The Plaintiff took no definitive action, except an internal review by Janet Frotscher's Executive Resolution Team" that declared the "Falsified" and now "Forged" Appraisals were acceptable for lending purposes. Consequently, the Plaintiff perpetuated the "Fraud" and the Illegal "Predatory Lending Scheme" after being duly notified.

Settlement Shall Be Considered And Treated As A Separate Issue: \$1,750,000.00 In Compensatory And Punitive Damages.

Counterclaim has been entered into the record as a future "Cause of Action".

Abuse Of Process

55. The Plaintiff filed a SUMMONS and COMPLAINT based on falsified, forged and illegally obtained mortgage documents that were obtained in violation of the South Carolina's Code of Laws. The underlying "Cause of Action" in this case is the Plaintiff was "Fraudulently Induced" by the Seller with help from the Broker and Appraiser to actively engage in, approve and fund a Home Improvement and Mortgage FRAUD, perpetuate and an Illegal "Predatory Lending Scheme" that involved the use of falsified documents and perpetuate an "Illegally Brokered" Loan that was brokered entirely by the Seller. It is not the purpose of the Judicial System or Process to legitimize illegal and/or criminal activity. This is an Abuse of Process.

Settlement Shall Be Treated And Considered As A Separate Issue: \$1, 500,000.00 in Compensatory And Punitive Damages.

Entered as an Affirmative Defense and shall be considered as a future "Cause of Action".

Wrongful Litigation Upon The Defendant Without Justifiable And Probable Cause After The Facts Were Known

56. The Plaintiff had no justifiable cause to file a SUMMONS and COMPLAINT against the Defendant. By the Plaintiff's own admission the documents used in whole or in part to justify the lending decision were the "Falsified" and "Forged" Appraisal #7-59 and the "Falsified" Satisfaction Completion Certificate". Those presentations and representations all have the same file numbers 7-59. These file numbers were assigned to the Seller by the Appraiser and never transferred to the Defendant by any written agreement or documentation. Therefore, the presentations and representations upon which the Plaintiff based the lending decision, were those of the Seller, Appraiser and the Broker and not those of the Defendant. The Seller did not have a "Building Permit" to legally do any repairs at the property during 09/01/2007 – 12/21/2007. This means Appraisal #7-59 is a **FRAUD** and the Satisfaction Completion Certificate is a **FRAUD**. The Home Improve Scheme the Plaintiff has supported and defended is also a **FRAUD** because it is based on the same documents, The entire loan is a **FRAUD** because the Seller did not have a "Loan Originator's" licensed that would have allowed the Seller to participate in the brokering process. Consequently, the Plaintiff's lawsuit against the Defendant is a Sham because the Plaintiff was duly notified by the Defendant concerning these matters. Therefore, the Plaintiff did engage in "Wrongful Litigation" against the Defendant.

Inflicting Emotional And Psychological Stress And Distress Upon The Defendant And The Defendant's Family After The Facts Were Known

57. The Plaintiff has inflicted emotional and psychological stress and distress upon the Defendant and the Defendant's family due to perpetuating a **FRAUD**, false accusations, Abusing the Legal Process", "Wrongful Litigation", perpetrating and perpetuating an Illegal "Predatory Lending Scheme" that involved use of "Falsified" documents, a Home Improvement and Mortgage **FRAUD** and an "Illegally Brokered" loan after being duly notified in writing concerning these matters.

***Settlement Shall Be Treated and Considered as a Separate Issue: \$2,500,000.00 in
Compensatory and Punitive Damages.***

Entered into the record as an Affirmative Defense and shall be considered as a future "Cause of Action".

The Plaintiff's Negligence Shall Be Included In Any Future Cause Of Action for Inflicting Emotional And Psychological Stress and Distress Upon the Defendant and the Defendant's Family After The Facts Were Known

58. The Plaintiff failed to investigate the Defendant's claims concerning "Fraudulent Inducement" by the Seller, Broker and Appraiser. The Plaintiff failed to investigate the Defendant's claims concerning loan irregularities. The Defendant was misled by the Plaintiff by advising the Defendant to work out the "Fraudulent Note and Mortgage" with the Seller.

Settlement Already Included In Inflicting Emotional And Psychological Stress And Distress Upon The Defendant And The Defendant's Family:

Entered into the record as a Counterclaim and shall be included in any future "Cause of Action".

The Plaintiff's Failure to Exercise Due Diligence Shall Be Included In Any Future Cause of Action for Inflicting Emotional And Psychological Stress And Distress Upon The Defendant and the Defendant's Family

59. The Plaintiff's personnel did not contact the Defendant to verifying the Appraisal and "Satisfaction Completion Certificate" were not "Falsified". The Plaintiff failed to investigate the Defendant's claims concerning loan irregularities. The Plaintiff failed to investigate the Defendant's claim that the Seller did not have a "Building Permit" to authorize major repairs on his property or a "Loan Originator's" license to participate in brokering a mortgage loan.

Settlement Already Included In Inflicting Emotional & Psychological Distress Upon The Defendant And The Defendant's Family.

Entered into the record as a Counterclaim.

Compensation for Legal Defense

60. The Defendant has invested considerable time in the Defendant's Pro Se legal defense that lawyers and attorneys in Orangeburg, Charleston and Columbia, South Carolina would not take. Consequently, the Defendant deserves compensation for the time and resources the Defendant has invested in the Defendant's legal defense. The Defendant shall calculate her (the Defendant's) Pro se Defense on rates for Real Estate, Housing and Property Law. Typical fee

rates in South Carolina range from \$125.00 to \$300.00 per hour. For over 1,000 hours, for an experienced lawyer with over 16 years experience, current fees to date would range from over \$125,000.00 to over \$300,000.00. Fee schedule taken from LegalMatch.com 11/26/2010

Settlement: \$125,000.00 – \$300,000.00

(A) The Plaintiff's Complaint and "Cause of Action" were supported entirely by **FRAUD, FORGERY** and **FRAUDULENT INDUCEMENTS** by second and/or third parties, Violation of South Carolina's Code of Laws, Federal Laws, Rules and Regulations, Predatory Lending that involves the use of "Falsified" documents and Illegal Brokering.

(B) The Plaintiff acted in accordance with a "Faulty Premise" and "Flawed Assumptions", "Negligence" Failure to Exercise "Due Diligence" in the performance of duties and responsibilities, and "Errors in Judgment" by the Plaintiff's Underwriters.

(C) The Plaintiff's Executive Resolution Team, Legal Advisers and Law Firms continually and continuously ignored and/or misread the evidence and the facts that were already in the Plaintiff's document files and the Defendant's allegations of **FRAUD**. Consequently, the Plaintiff's was victimized by Incompetent Legal Advisers and Law Firms that also misread or failed to examine the documents in the Plaintiff's files the Plaintiff's Underwriters had already accepted, processed and approved.

(D) The four Law Firms the Defendant contacted in Orangeburg, Columbia and Charleston, South Carolina would not represent the Defendant because they were Incompetent as well. They too, "Falsely Accused" the Defendant of ordering the Appraisal through the Broker and meeting with the Appraiser. They too, failed to examine the evidence properly in view of the facts.

(E) They too, like the Plaintiff's Legal Advisers and Law Firms, failed to examine the evidence and the facts that already existed in the Plaintiff's document file.

(F) The Defendant began her (the Defendant's) "Best Effort" Pro Se Defense by telling the Truth. After several months the Defendant realized Law is tricky business. The Defendant realized that Truth is irrelevant in Law; unless Truth can be proven by relevant facts, credible and admissible testimony and credible and admissible clear, convincing and documented evidence. In addition to learning and studying the SCRCF, the Defendant had to research and examine thousands of cases. In doing so, the Defendant realized she (the Defendant) had to acquire the skills, competency and experience of a seasoned professional in order to mount an effective Legal Defense.

(G) Consequently, the Defendant deserves and is entitled to compensation on par with any attorney in Real Estate, Housing and Property Law for the Defendant's "Best Effort" Pro Se Legal Defense.

**Schedule of Potential Future Lawsuits,
Causes of Action Against The Plaintiff and Defense Fees To Date:**

61. The following is a summation of projected settlement totals for Interrogatory 3.

A. Defamation Of Character After The Facts Were Known -

\$2,000,000.00

B. Perpetuating An Illegal "Predatory Lending Scheme" And "Fraud"

Upon The Defendant After The Facts Were known -

\$1,750,000.00

C. Abuse Of Process and Wrongful Litigation Upon The Defendant

Without Justifiable And Probable Cause After Facts Were Known -

\$1,500,000.00

D. Inflicting Emotional And Psychological Distress Upon the Defendant

And The Defendant's Family After The Facts Were Known -

\$2,500,000.00

E. Current Defense Fees - \$125,000.00 - \$300,000.00

Projected Total Settlement..... \$7,750,000.00

PRAYER FOR RELIEF

62. WHEREFORE, the Defendant having fully set forth the Defendant's LEGAL MEMORANDUM IN SUPPORT OF NOTICE OF MOTION AND MOTION TO DISMISS THE PLAINTIFF'S CLAIM WITH PREJUDICE and JUST and FAIR COMPENSATE in every manner and category allowed by law. The Defendant prays that this honorable Court, in the absence of withdrawal and/or settlement and/or DISMISSAL with PREJUDICE and JUST and FAIR COMPENSATION in every manner and category allowed by law, will set a date and time for a JURY TRIAL in order to prevent this injustice by the Plaintiff from occurring and:

63. Under the direction of the Court of Common Pleas

(A) Render a Judgment in the Defendant's favor to DISMISS the Plaintiff's Complaint and this foreclosure proceeding with PREJUDICE in its entirety and permanently enjoin the Plaintiff from any relief relative to the Defendant's property and/or other assets.

(B) Render a Judgment in favor of the Defendant for whatever monetary damages the Court deems as just, fair and proper including restitution of all cost incurred in the preparation and execution of the Defendant's "Best Effort" Pro Se Legal Defense.

(C) Render a Judgment for the Defendant in an appropriate dollar amount based on the Plaintiff's ability to pay; and any other relief the Court of Common Pleas deems proper including Punitive Damages.

(D) Render a Judgment against the Plaintiff in favor of the Defendant to refund any money paid to the Plaintiff under the Illegal "Predatory Lending Scheme", a Home Improvement and Mortgage FRAUD, and "Fraudulent" Loan, Note and Mortgage that the Plaintiff perpetuated after being duly notified that the Seller had no "Loan Originator's" license or Legal "Building Permit" to do any repairs, real imagined or otherwise at the Seller's property that was transferred to the Defendant on December 21, 2007.

(E) Ascertain the amount of legal Defense Fees that shall be paid to the Defendant because of the Plaintiff's unwarranted and unjustifiable act of using the Court of Common Pleas to foreclosure on a "Fraudulent" Loan, Note and Mortgage that should have been cancelled years ago because the documents upon which loan #708-0174072777 is based were obtained by violating the laws of the State of South Carolina, misinformation, falsifications, forgeries and misrepresentations of second and/or third parties and were used to mislead the Court of Common Pleas relative to the HMP and Foreclosure Intervention.

(F) Deny the Plaintiff any claim against the Defendant property and other assets.

(G) Render a Judgment against the Plaintiff with monetary compensation for the

Defendant because of the Plaintiff's perpetuation of a Predatory Lending Scheme in the State of South Carolina that involved the use and protection of falsified documents after being duly notified of the falsifications relative to such documents .

(H) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because of the Plaintiff's perpetuation of a Home Improvement and Mortgage **FRAUD** upon the Defendant after being duly notified the Seller had no lawful "Building Permit" and the Plaintiff's failure to inquire as to the truth of the Defendant's averment.

(I) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because of the Plaintiff's documented false accusations against the Defendant.

(J) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff actively participated in an illegally brokered loan in the State of South Carolina after being duly notified the Seller was not licensed as a "Loan Originator" as required by the laws of the State of South Carolina.

(K) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff failed to voluntarily end the Home Improvement **FRAUD** after being duly notified the Seller had no lawful "Building Permit" to legally do any repairs.

(L) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff failed to voluntarily end the Predatory Lending Scheme after being duly notified in writing the documents the Plaintiff used in the Plaintiff's lending decision were and still are "Falsified".

(M) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff failed to properly investigate the Defendant's allegation that the Seller did not have a valid "Loan Originator's" license as required by South Carolina Law. It was not humanly possible for the Defendant to suspect or form a belief contrary to the Seller's representation as the property owner. Therefore, it was the Plaintiff's responsibility as the lender to validate and investigate the legality of the process by which all the documents were obtained that the Plaintiff used to process, approve and fund loan #708-0174072777.

(N) By Court Order, Order the Plaintiff to remove any derogatory information the Plaintiff may have sent to Credit Reporting Agencies relative to the Defendant's "Fraudulent" Loan, Note and Mortgage that were obtained illegally in violation of the laws of the State of South Carolina.

(O) By Court Order, Order the removal of the Defendant's "Fraudulent"

Mortgage and Note from Orangeburg County records because the mortgage and note are illegal documents due to fabrication, falsification and forgery.

(P) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff filed a foreclosure notice on a "Fraudulent" Home Improvement Scheme after being duly notified by the Defendant that the documents being used by the Plaintiff are falsified and were obtained illegally in violation of the Laws of the State of South Carolina.

(Q) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff entered a Home Improvement and Mortgage **FRAUD** into a Federally Mandated Home Affordable Mortgage Program (HMP) after being duly notified by the Defendant that the documents being used by the Plaintiff are falsified and were obtained illegally in violation of the Laws of the State of South Carolina.

(R) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff entered an Illegal Predatory Lending Scheme into a Federally Mandated Home Affordable Mortgage Program (HMP) after being duly notified by the Defendant that the documents being used by the Plaintiff are falsified and were obtained illegally in violation of the Laws of the State of South Carolina.

(S) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff entered an Illegally Brokered Loan into a Federally Mandated Home Affordable Mortgage Program (HMP) after being duly notified by the Defendant that the documents being used by the Plaintiff are falsified and were obtained illegally in violation of the Laws of the State of South Carolina.

(T) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff attempted to qualify a Home Improvement and Mortgage **FRAUD** for Foreclosure Intervention after being duly notified by the Defendant that the documents being used by the Plaintiff are falsified and were obtained illegally in violation of the Laws of the State of South Carolina..

(U) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff attempted to qualify an illegal Predatory Lending Scheme for Foreclosure Intervention after being duly notified by the Defendant that the documents being used by the Plaintiff are falsified and were obtained illegally in violation of the Laws of the State of South Carolina..

(V) Render a Judgment against the Plaintiff with monetary compensation for the

Defendant because the Plaintiff attempted to qualify an illegally brokered loan for Foreclosure Intervention after being duly notified by the Defendant that the documents being used by the Plaintiff are falsified and were obtained illegally in violation of the Laws of the State of South Carolina.

(W) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff perpetrated and perpetuated "Fraud" upon the Defendant by perpetuating an illegal "Predatory Lending Scheme" after being duly notified by the Defendant that the documents being used by the Plaintiff are falsified and were obtained illegally in violation of the Laws of the State of South Carolina.

(X) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff perpetrated and perpetuated "Fraud" upon the Defendant by perpetuating a SCAM Home Improvement Scheme after being duly notified by the Defendant that the documents being used by the Plaintiff are falsified and were obtained illegally in violation of the Laws of the State of South Carolina.

(Y) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff perpetrated and perpetuated "Fraud" upon the Defendant by perpetuating an illegally brokered loan after being duly notified by the Defendant that the documents being used by the Plaintiff are falsified and were obtained illegally in violation of the Laws of the State of South Carolina.

(Z) Render a Judgment against the Plaintiff with monetary compensation for the Defendant because the Plaintiff perpetrated and perpetuated "Fraud" upon the Defendant by filing a Summons and Complaint against the Defendant because of the Plaintiff's failure to exercise due diligence and investigate the Defendant's averments of fraud and falsified documentation after being duly notified by the Defendant that the documents being used by the Plaintiff are falsified and were obtained illegally in violation of the Laws of the State of South Carolina.

64. WHEREFORE, the Defendant prays her (the Defendant's) LEGAL MEMORANDUM IN SUPPORT OF NOTICE OF MOTION AND MOTION TO DISMISS THE PLAINTIFF'S CLAIM WITH PREJUDICE and JUSTLY and FAIRLY COMPENSATE the Defendant in every manner and category allowed by law has been clearly stated and pursuant to the Rules and the law, and the Defendant is entitled to recover costs of suit herein incurred, and such other relief as the Court may deem proper.

Note: In an effort to save the Court time, all Exhibits identified in this Legal Memorandum will be attached to this filing even though they have already been filed. The Plaintiff already has the filed Exhibits and WF00001-WF00137. All New Exhibits, not filed, will be sent to the Plaintiff.

NOTIFICATION

A copy of the Defendant's LEGAL MEMORANDUM IN SUPPORT OF NOTICE OF MOTION AND MOTION TO DISMISS THE PLAINTIFF'S CLAIM WITH PREJUDICE and JUSTLY and FAIRLY COMPENSATE the Defendant in every manner and category allowed by law that has been filed with the Clerk of Court will be mailed to the Plaintiff's Attorneys.

Nelson Mullins Riley & Scarborough LLP

ATTN: James Burns @

1320 Main Street

17th Floor

Columbia, SC 29201

POB 11070

Columbia, SC 29211-1070

Tel: 803-799-2000

Fax: 803-256-7500

Note: Any attorney, the entire staff or all the attorneys at Nelson Mullins Riley & Scarborough are free to inspect the property to verify all statements of fact concerning the property are true. They are free to drop in, stop by or drive by at anytime unannounced without calling ahead between the hours of 9 a.m. to 6 p.m. – Monday – Sunday or as long as there is sufficient daylight. They are free to bring their own appraisers, contractors and/or experts for additional factual verification if they desire to do so. This invitation also holds true for the Plaintiff and the Plaintiff's authorized officers, managers, staff, JFERT (Janet Frotscher's Executive Resolution Team), or any authorized personnel. For safety reasons please do not send anyone that weighs more than 250 pounds because the floors are weak.

IN WITNESS WHEREOF, The undersigned has signed and sealed these attestations this 13
day of Aug in the year 2011 in City of Orangeburg, State of South Carolina.

Signed, sealed and delivered in the presence of:

Print Name: Dorothy Sistrunk

Signature: Dorothy Sistrunk

Notary Witness (I): Willie Clay Haulcy
(Signature)

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

On Aug. 13 before me appeared Dorothy Sistrunk and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument presents this document. WITNESS my hand and official seal.

Notary Willie Clay Haulcy
(Signature)

Commission Expires 06-28-2012

(Seal)

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

Wells Fargo Bank, N. A.
Plaintiff,

v.

Dorothy Sistrunk;

Defendant(s).

(011784-06909)

THE COURT OF COMMON PLEAS

DOCKET NO

2008-CP-38-1024

DEMAND FOR TRIAL BY JURY

Proof for Demand for Trial by Jury
filed on August 12, 2008

5/23/2014

DD

12 A 11:44

DEFENDANT DOROTHY SISTRUNK DEMANDS A JURY TRIAL

WHEREFORE; the Defendant Dorothy Sistrunk hereby DEMANDS A TRIAL BY JURY for reasons to be stated hereafter and gives the following response to the ORDER OF REFERENCE and MEMO IN SUPPORT OF ORDER OF REFERENCE:

**Response to
ORDER OF REFERENCE**

1. The Defendant alleges that the Plaintiff attorney's filing of an "ORDER OF REFERENCE is an attempt by the Plaintiff and/or the Plaintiff's attorneys to deprive the Defendant of Constitutional Rights guaranteed by the 14th Amendment to the Constitution so as to defraud or swindle the Defendant out of property and as much money as possible by perpetuating a Predatory Lending Scheme in which falsified documents were used and are still being used to Inflate Value, Establish Value and Maintain Value for the Note and Mortgage in question.

2. By ordering the Court to refer this case to a Master in Equity without providing evidence or proof to the Court that the Value of the Note and Mortgage are not

-1-

EXHIBIT 341

fraudulent would be a miscarriage of justice. The Referenced South Carolina Rules of Civil Procedure (hereafter SCRCPP) and actions pursuant to S.C. Code Section 15-39-680 cited in the ORDER OF REFERENCE were not written to aid and abet the Plaintiff and/or the Plaintiff's attorneys in a criminal act. The Defendant asserts the Plaintiff and the Plaintiff's attorneys must prove in a Court of Law that these Sections of the Civil and Legal Codes were written to address the issues of Fraud, Attempt to Defraud, the Falsification of Documents and/or Mortgages and Notes with Falsified and/or Fraudulent Values.

3. The Defendant further asserts no American Judge or Court, including the Master in Equity would knowingly use the Court to aid and abet the Plaintiff in the commission of and/or the execution of an act and/or actions that are considered criminal under existing federal and/or state law. Consequently, the Plaintiff attorneys' ORDER OF REFERENCE should be DISMISSED with prejudice because of the Plaintiff's and the Plaintiff attorneys' brazen attempt to violate the Defendant's rights that are inviolate, thus deceiving the Court and furthering the alleged Predatory Lending Scheme of the Plaintiff.

**Response To
MEMO IN SUPPORT OF PROPOSED ORDER OF REFERENCE**

4. The Plaintiff and/or the Plaintiff's attorneys stated in the MEMO IN SUPPORT OF PROPOSED ORDER OF REFERENCE that under Rule 71, "[a]ctions to foreclose liens or obtain partition of real property shall be tried by the court, and shall ordinarily be referred to a master pursuant to Rule 53." The Defendant asserts the "Key word under SCRCPP Rule 53 is "ordinarily". Since the issues raised in the Defendant's Counterclaims and Affirmative Defenses are not ordinary, Rule 71 does not and can not apply until the legitimacy of the Value of the Mortgage and Note have been established.

5. The Plaintiff and/or the Plaintiff's attorneys' go on to state in the 4th sentence of paragraph [1] that "No Defendant has stated a single legal compulsory counterclaim

which would entitle them to a trial by jury or require the circuit court to retain jurisdiction over the matter.” {End of Quote} This statement by the Plaintiff’s attorneys’ clearly illustrates the depth of the deception being perpetrated and perpetuated by the Plaintiff and now the Plaintiff’s attorneys on the Court of Common Pleas. The Defendant’s entitlement to a “Trial by Jury” is a Constitutional Right not a privilege granted by the Plaintiff or the Plaintiff’s attorneys. The Right to a “Trial by Jury” is guaranteed under the 7th Amendment to the Constitution and by SCRCF Rule 38(a) . Equal protection “Under the Law” is guaranteed by the 14th Amendment. To request the Court upon its own motion violate the Constitution “[i]n the interests of judicial economy and administrative efficiency”, {End of Quote} is unconscionable.

6. To even suggest that the Honorable O. Davie Burgdorf, Master in Equity for Orangeburg County, presides over a “Kangaroo Court” where the rule of law, equal protection under the law and Constitutional Rights are ignored or suppressed for the sake of expediency is an insult to the Court of Common Pleas and the Master in Equity for Orangeburg County. These statements by the Plaintiff’s attorneys – Rogers Townsend & Thomas, PC – demonstrate legal arrogance and epitomizes the willingness of the Plaintiff and the Plaintiff’s attorneys to ignore the legitimate and Constitutional Rights of the Defendant to “Equal Protection Under the Law” for the alleged purpose of perpetuating the illegal lending scheme of the Plaintiff. The Defendant further asserts that these statements written and presented to and in an American Court of Law should be treated with the utter contempt they deserve and this entire matter DISMISSED with prejudice.

7. The Defendant requests the Court admonishes the Law Firm of Rogers Townsend & Thomas, PC, for this brazen disregard for judicial etiquette, the rule of law and the Constitutional Rights afforded to every American citizen. Guaranteed Constitutional Rights cannot be bought or sold for \$100.00.

Response to CASE HISTORY

8. The Defendant asserts the Plaintiff’s attorneys in their rush to judgment without

due process, failed to mention in the "Case History" the Value of the Note and Mortgage have been in dispute for quite sometime. It is this disputed Value and the Plaintiff's consistent failure to deal with the issue of Fraud (the art of deliberate deception for financial gain) that gave life to this case, bred this case and matured this case as a matter to be resolved in the Court of Common Pleas.

9. The Defendant reminds the Court and the Plaintiff that the reasons why the Defendant suspended payments were because of:

- I. Suspected Mortgage Fraud
- II. Suspected Predatory Lending
- III. Suspected Insurance Fraud

The Plaintiff consistently failed to seriously investigate the Defendants allegations of Fraud. The Plaintiff consistently used falsified documents as reference material and has repeatedly stated the Plaintiff stands behind the alleged falsified appraisal that was used to Inflate, Establish and Maintain the Value of the Note and Mortgage. The Plaintiff had every opportunity to have payments resumed. All the Plaintiff had to do was seriously investigate the Defendant's allegation and complaint concerning the falsified documents that were used to obtain loan #0174072777. The Plaintiff did not, has not and the Defendant alleges will not seriously investigate the Defendant's allegations of Fraud and has chosen instead to perpetuate an illegal lending scheme in which falsified documents were used and are still being used by the Plaintiff.

Response to ARGUMENT

10. The Defendant asserts the Plaintiff and the Plaintiff's attorneys misconstrued the Defendant's intentions. Until recently, the Defendant only had access to the Federal Rules of Civil Procedure and not the State of South Carolina's, the Defendant did not know whether or not "last pleading" was included in the SCRCF and had to wait for a response from the Plaintiff's attorneys. The Defendant assumed the Summons and Complaint filed by the Plaintiff's attorneys were not the "last pleading directed to the

issue.” Since the attorneys for the Plaintiff filed an ORDER OF REFERENCE and a MEMO IN SUPPORT OF ORDER OF REFERENCE, the Defendant can assume this action by the Plaintiff’s attorneys can be considered as a “last pleading directed to the issue served.”

WHEREFORE, pursuant to SCRCP Rule 38(b) the Defendant DEMANDS A JURY TRIAL for the following reasons.

11. The Defendant intends to prove by the preponderance of the evidence, clear and convincing evidence and beyond a reasonable doubt that the Value of the Note and Mortgage in possession of the Plaintiff is fraudulent and therefore has no legitimacy.

12. The Defendant intends to prove by the preponderance of the evidence, clear and convincing evidence and beyond a reasonable doubt that the appraisal used to Inflate the Value, Establish the Value and Maintain the Value of the Note and Mortgage is falsified.

13. The Defendant intends to prove by the preponderance of the evidence, clear and convincing evidence and beyond a reasonable doubt that the “Satisfaction Completion Certificate” used by the Plaintiff is also a falsified document.

14. The Defendant intends to prove by the preponderance of the evidence, clear and convincing evidence and beyond a reasonable doubt that the Plaintiff and personnel employed by the Plaintiff knowingly participated in and perpetuated a Predatory Lending Scheme in which falsified documents were used and are still being used.

15. The Defendant intends to prove by the preponderance of the evidence, clear and convincing evidence and beyond a reasonable doubt that the foreclosure proceeding initiated by the Plaintiff is based on a fraudulent “Cause of Action” because the \$75,000.00 Value of the Note and Mortgage in possession of the Plaintiff and cited by the Plaintiff’s attorneys in documents presented to the Court of Common Pleas can not be verified, substantiated or proven.

16. The Defendant intends to prove by the preponderance of the evidence, clear and convincing evidence and beyond a reasonable doubt that the documents in question were in the Plaintiff's possession as of December 22, 2007.

17. The Defendant intends to prove by the preponderance of the evidence, clear and convincing evidence and beyond a reasonable doubt that the property described in the appraisal does not exist in actuality or fact. Subsequently, on this point and on the dates referenced by and used by the Plaintiff, the property described by the Plaintiff in the Plaintiff's lending decision does not exist. Therefore, the Value ascribed is to an imaginary property because the real property that was and still is 423 Bayne Street has not, did not, cannot, and will not support the Plaintiff's imaginary and fraudulent Value.

18. The Defendant intends to prove by the preponderance of the evidence, clear and convincing evidence and beyond a reasonable doubt that the Defendant did not perform the Appraisal and therefore has no liability for it. Consequently, the Plaintiff should be seeking restitution from the Appraiser.

19. The Defendant intends to prove by the preponderance of the evidence, clear and convincing evidence and beyond a reasonable doubt that the Defendant did not submit the Appraisal to the Plaintiff and has no liability for it. Consequently, the Plaintiff should be seeking restitution from the broker.

20. The Defendant intends to prove by the preponderance of the evidence, clear and convincing evidence and beyond a reasonable doubt that the Defendant did not falsified the "Sales Contract" that was based on the \$75,000.00 appraised Value of the property with the improvements that are cited and stated on the appraisal and has no liability for it. Consequently, the Plaintiff should be seeking restitution from the Seller.

21. The Defendant intends to prove by the preponderance of the evidence, clear and convincing evidence and beyond a reasonable doubt that the Plaintiff was notified in writing on February 5, 2008 concerning suspected Fraud and the Plaintiff failed to take

reasonable steps to investigated the Defendant's allegations of Fraud.

22. The Defendant intends to prove by the preponderance of the evidence, clear and convincing evidence and beyond a reasonable doubt that the Fraudulent Value of the Note and Mortgage in possession of the Plaintiff existed prior to any alleged default by the Defendant, and since fraudulent documents can not be in default as a matter of law and legal precedent whether the documents are signed or not, the alleged default does not exist and therefore any loss the Plaintiff has incurred is due to the Plaintiff's negligence, incompetence and to the Plaintiff's own detriment. The Defendant has no liability for the Plaintiff's errors in judgment.

23. The Defendant intends to prove by the preponderance of the evidence, clear and convincing evidence and beyond a reasonable doubt that the Plaintiff has and still is violating Federal and State laws and the Defendant's COUNTERCLAIMS against the Plaintiff.....

COUNTERCLAIM I

(Violation of the Fair Credit Reporting Act)

COUNTERCLAIM II

(Unjust Enrichment)

COUNTERCLAIM III

(Willful Intent to Participate in & Perpetuate Mortgage/Bank/Insurance/Securities Fraud or a Predatory Lending Scheme in Which Falsified Documents were Used)

COUNTERCLAIM IV

(Gross Negligence & Inherent Negligence)

COUNTERCLAIM V

(Failed to Exercise Due Diligence)

COUNTERCLAIM VI

(Concealment of a Material Fact & Cover Up)

COUNTERCLAIM VII

(Failed to Exercise a Fiduciary Responsibility as a Bank)

COUNTERCLAIM VIII
(Unfair Lending & Banking Practice)

COUNTERCLAIM IX
(Failed to Safeguard the Financial Interest of Customers, Clients & Investors by
Accepting, Using, Defending or Basing Decisions Upon Falsified Documents After the
Facts are Known)

COUNTERCLAIM X
(Infliction of Emotional Stress)

will be proven true by the "Weight of the Evidence".

WHEREFORE; pursuant to SCRCRCP Rule 38(b) on any issue triable of right by a jury the Defendant demands a JURY TRIAL on all issues so triable which includes all matters relative to the Defendant's request for rulings on Points of Law, AFFIRMATIVE DEFENSES and CAUSE OF ACTION. Therefore, the Defendant enters the following COUNTER ARGUMENT into the record.

COUNTER ARGUMENT

24. As stated previously, the Defendant alleges the Plaintiff's corporate arrogance, negligence, incompetence and the signed alleged Fraudulent Note and Mortgage led to errors in judgment by the Plaintiff. The Plaintiff's errors in judgment were further complicated by the Plaintiff's failure to exercise due diligence in the performance of duties essential to limiting the Plaintiff's exposure to Fraud and exposure to legal violations. By not acting in a reasonable and prudent manner the Plaintiff failed to consider the impact and the manifestations of negligence and/or incompetence.

25. The Defendant alleges because of the Plaintiff's failure to investigate seriously the Defendant's allegations of Fraud and document falsification, the Plaintiff failed to recognize the Plaintiff is in violation of Section 37-23-40 of the South Carolina Code of Laws. Pursuant to Section 37-23-40 (1) "The lender of a high-cost home loan may not make a high-cost home loan without first receiving a written certification from a counselor approved by the State Housing Finance and Development Authority that the borrower has received counseling on the advisability of the loan transaction and the

appropriate loan for the borrower. The Department of Consumer Affairs shall specify the information that must be provided by the lender and reviewed by the consumer credit counselor." The Plaintiff failed to comply with this section of law.

26. Section 37-23-40 (2) Goes on to state, "The lender of a high-cost home loan may not make a high-cost home loan unless the lender reasonably believes at the time the loan is consummated that one or more of the obligors, when considered individually or collectively, is able to make the scheduled payments to repay the obligation based upon a consideration of their current and expected income, current obligations, employment status, and other financial resources other than the borrower's equity in the dwelling that secures repayment of the loan. An obligor is presumed to be able to make the scheduled payments to repay the obligation if, at the time the loan is consummated, the obligor's total monthly debts, including amounts owed pursuant to the loan, do not exceed fifty percent of the obligor's monthly gross income as verified by the credit application, the obligor's financial statement, a credit report, financial information provided to the lender by or on behalf of the obligor, or another authoritative means. A presumption of inability to make the scheduled payments to repay the obligation does not arise solely from the fact that, at the time the loan is consummated, the obligor's total monthly debts, including amounts owed under the loan, exceed fifty percent of the obligor's monthly gross income." The irregularities associated with loan #0174072777 should have alerted the Plaintiff to re-evaluate and reassess the Defendant's loan to meet the requirements and comply with this section of law. The Plaintiff's failed to do so.

27. The Defendant alleges the Plaintiff's failures, negligence and errors in judgment led the Plaintiff to ignore Section 37-23-50. (A) "If a lender, or party charged with a violation, when making a high-cost home loan violates the provisions of this article, the borrower has a right in action, other than a class action, to recover from the lender or party charged with the violation actual damages and also a penalty in an amount determined by the court of not less than one thousand five hundred dollars and not more than seven thousand five hundred dollars for each loan transaction. No borrower may bring a class action for a violation of this article. No borrower may bring an action for a

violation of this article more than six years after the violation occurred and after the original scheduled maturity date of the debt. This section does not bar a borrower from asserting a violation of this article in an action to collect a debt which was brought more than six years from the date of the occurrence of the violation and after the original scheduled maturity date of the debt as a matter of defense by recoupment or set-off in such action;

(B)(1) If the court finds as a matter of law that the agreement or transaction violates the provisions of this article at the time it was made, the court may, in an action other than a class action:

(a) refuse to enforce the agreement, or a term, or part of the agreement or transaction that the court determines to have been unlawful at the time it was made;

(b) enforce the remainder of the agreement without the unlawful term or part, or limit the application of the unlawful term or part to avoid an unlawful result;

(c) rewrite or modify the agreement to eliminate an unlawful term, part, or result and enforce the new agreement; or

(d) award either one of the following:

(i) not more than the total amount of the loan finance charge and allow repayment of the unpaid balance of the loan without any finance charge; or

(ii) not more than double the amount of excess loan finance charge or other charges or fees actually received by the creditor or paid by the debtor to a third party."

28. The Defendant omits subsection (B)(2) because it does not apply to the Defendant's case and continues with subsection C of 37-23-50. Pursuant to subsection (C), "In an action in which it is found that a lender or party charged with a violation has violated this chapter, the court shall award to the debtor the costs of the action and to his attorneys their reasonable fees. In determining attorney's fees, the amount of the recovery on behalf of the debtor is not controlling.

(D) This article establishes specific consumer protections in consumer home loans in addition to other consumer protections that may be otherwise available by law."

(E) The provisions of this article apply to a person who in bad faith attempts to avoid the application of this article by: {Note: Subsections (E)(1) & (2) have been omitted because they do not apply to the Defendant's case.}

(3) other subterfuge." The Defendant alleges that subterfuge is defined as any unlawful act. Knowingly participating in an alleged Predatory Lending Scheme in which falsified documents were used and are still being used is an unlawful act.

29. Subsection F of 37-23-50 goes on to state: (F) "The Administrator of the Department of Consumer Affairs, the Attorney General, the Commissioner of Banking, the Director of the Consumer Finance Division or any party to a high-cost home loan may enforce the provisions of this article. The penalties and remedies provided in this article are in addition to and cumulative of penalties and remedies available pursuant to other provisions of law."

30. Section 37-23-60 addresses the Plaintiff's failures, errors in judgment and negligence by stating; "A lender of a high-cost home loan who acts in good faith but through a bona fide unintentional error, notwithstanding the maintenance of procedures reasonably adapted to avoid errors, fails to comply with this article must make restitution to the borrower. Within forty-five days after the discovery of the compliance failure or receipt of written notice of the compliance failure, the lender must notify the borrower and make the necessary adjustments to the loan to make the high-cost home loan satisfy the requirements of Sections 37-23-30, 37-23-40, and 37-23-45. If the harm to the borrower cannot be remedied by compliance with the high-cost loan requirement of Sections 37-23-30, 37-23-40, and 37-23-45, the lender must change the terms of the loan in a manner beneficial to the borrower so that the loan is no longer considered a high-cost home loan subject to the provisions of this article. Examples of a bona fide error include clerical, calculation, computer malfunction and programming, and printing errors. An error of legal judgment with respect to a person's obligations pursuant to this article is not a bona fide error."

31. As the Defendant stated in a letter to Janet Frotscher at the Plaintiff's office in Des Moines, Iowa on page 3, paragraph 5, Exhibit 57 dated June 9, 2008, "There are enough inconsistencies that would have led any seasoned investigator to realize loan #0174072777 had some serious problems that needs a thorough investigation." {End of Quote} These problems even included a violation of 37-23-70 (D) by the mortgage broker. Accordingly, "(D) At the time of application for a mortgage loan, the mortgage broker, originator, or employee shall provide the borrower with a document specifying the agency designated to receive complaints or inquiries about the origination and making of the loan, with the telephone number and address of the agency. The consumer shall sign a copy of the document acknowledging receipt of this disclosure and the copy must be maintained in the files of the mortgage broker or originator."

32. The Defendant asserts actions for violating provisions of this section of 37-23-70 are clearly stated in subsection (F thru I). Accordingly, "(F) The making of a consumer home loan that violates this section is a violation of the provisions of this article and the borrower has a right in action, other than a class action, to recover from the lender or party charged with the violation actual damages and also a penalty in an amount determined by the court of not less than one thousand five hundred dollars and not more than seven thousand five hundred dollars for each transaction. No borrower may bring a class action for a violation of this article. No borrower may bring an action for a violation of this article more than six years after the violation occurred and after the original scheduled maturity date of the debt. This subsection does not bar a borrower from asserting a violation of this article in an action to collect a debt which was brought more than six years from the date of the occurrence of the violation and after the original scheduled maturity date of the debt as a matter of defense by recoupment or set-off in such action."

(G)(1) If the court finds as a matter of law that the agreement or transaction violates the provisions of this article at the time it was made, the court may, in an action other than a class action:

(a) refuse to enforce the agreement, or a term, or part of the agreement

or transaction that the court determines to have been unlawful at the time it was made;

(b) enforce the remainder of the agreement without the unlawful term or part, or limit the application of the unlawful term or part to avoid an unlawful result;

(c) rewrite or modify the agreement to eliminate an unlawful term, part, or result and enforce the new agreement; or

(d) award either one of the following:

(i) not more than the total amount of the loan finance charge and allow repayment of the unpaid balance of the loan without any finance charge; or

(ii) not more than double the amount of excess loan finance charge or other charges or fees actually received by the lender or paid by the borrower to a third party.

[Subsection (2) has been omitted because it does not apply to the Defendant's case.]

(H) In an action in which it is found that a lender has violated this chapter, the court shall award to the borrower the costs of the action and to his attorneys their reasonable fees. In determining attorney's fees, the amount of the recovery on behalf of the borrower is not controlling.

(I) This article establishes specific consumer protections in consumer home loans in addition to other consumer protections that may be otherwise available by law."

33. The Defendant asserts pursuant to subsection 623. Responsibilities of furnishers of information to consumer reporting agencies the Plaintiff is in violation of [15 U.S.C. § 1681s-2] because the Plaintiff consistently failed to report to Credit Reporting Agencies the aforementioned reasons why the Defendant suspended payments and that the Value of the Note and Mortgage are in dispute and have been in dispute since February 5, 2008. Under the Federal Statutes.....

"(a) Duty of Furnishers of Information to Provide Accurate Information.

(1) Prohibition:

(A) *Reporting information with actual knowledge of errors.* A person shall not furnish any information relating to a consumer to any consumer reporting agency if the person knows or has reasonable cause to believe that the information is inaccurate.

(B) *Reporting information after notice and confirmation of errors.* A person shall not furnish information relating to a consumer to any consumer reporting agency if....

(i) the person has been notified by the consumer, at the address specified by the person for such notices, that specific information is inaccurate; and (ii) the information is, in fact, inaccurate.

(C) *No address requirement.* A person who clearly and conspicuously specifies to the consumer an address for notices referred to in subparagraph (B) shall not be subject to subparagraph (A); however, nothing in subparagraph (B) shall require a person to specify such an address.

(D) *Definition.* For purposes of subparagraph (A), the term "reasonable cause to believe that the information is inaccurate" means having specific knowledge, other than solely allegations by the consumer, that would cause a reasonable person to have substantial doubts about the accuracy of the information.

(2) *Duty to correct and update information.* A person who

(A) regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about the person's transactions or experiences with any consumer; and

(B) has furnished to a consumer reporting agency information that the person determines is not complete or accurate, shall promptly notify the consumer reporting agency of that determination and provide to the agency any corrections to that information, or any additional information, that is necessary to make the information provided by the person to the agency complete and accurate, and shall not thereafter furnish to the agency any of the information that remains not complete or accurate.

(3) *Duty to provide notice of dispute.*

If the completeness or accuracy of any information furnished by any

person to any consumer reporting agency is disputed to such person by a consumer, the person may not furnish the information to any consumer reporting agency without notice that such information is disputed by the consumer.”

Subsection (8) goes on to state: “Ability of Consumer to Dispute Information Directly with Furnisher.

(A) *In general.* The Federal banking agencies, the National Credit Union Administration, and the Commission shall jointly prescribe regulations that shall identify the circumstances under which a furnisher shall be required to reinvestigate a dispute concerning the accuracy of information contained in a consumer report on the consumer, based on a direct request of a consumer.

Subsection (B) *Considerations* - has been omitted because it does not apply to the Defendant’s case.

(C) *Applicability.* Subparagraphs (D) through (G) shall apply in any circumstance identified under the regulations promulgated under subparagraph (A).

(D) *Submitting a notice of dispute-* A consumer who seeks to dispute the accuracy of information shall provide a dispute notice directly to such person at the address specified by the person for such notices that—

- (i) identifies the specific information that is being disputed;
- (ii) explains the basis for the dispute; and
- (iii) includes all supporting documentation required by the furnisher to substantiate the basis of the dispute.

(E) *Duty of person after receiving notice of dispute.* After receiving a notice of dispute from a consumer pursuant to subparagraph (D), the person that provided the information in dispute to a consumer reporting agency shall-

- (i) conduct an investigation with respect to the disputed information;
- (ii) review all relevant information provided by the consumer with the notice;
- (iii) complete such person's investigation of the dispute and report the results of the investigation to the consumer before the expiration of the period under

section 611(a)(1) within which a consumer reporting agency would be required to complete its action if the consumer had elected to dispute the information under that section; and

(iv) if the investigation finds that the information reported was inaccurate, promptly notify each consumer reporting agency to which the person furnished the inaccurate information of that determination and provide to the agency any correction to that information that is necessary to make the information provided by the person accurate.”

(b) Duties of Furnishers of Information upon Notice of Dispute

(1) *In general.* After receiving notice pursuant to section 611(a)(2) [§ 1681i] of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, the person shall

(A) conduct an investigation with respect to the disputed information;

(B) review all relevant information provided by the consumer reporting agency pursuant to section 611(a)(2) [§ 1681i];

(C) report the results of the investigation to the consumer reporting agency;

(D) if the investigation finds that the information is incomplete or inaccurate, report those results to all other consumer reporting agencies to which the person furnished the information and that compile and maintain files on consumers on a nationwide basis; and

(E) if an item of information disputed by a consumer is found to be inaccurate or incomplete or cannot be verified after any reinvestigation under paragraph (1), for purposes of reporting to a consumer reporting agency only, as appropriate, based on the results of the reinvestigation promptly-

(i) modify that item of information;

(ii) delete that item of information; or

(iii) permanently block the reporting of that item of information.

(2) *Deadline.* A person shall complete all investigations, reviews, and reports required under paragraph (1) regarding information provided by the person to a consumer

reporting agency, before the expiration of the period under section 611(a)(1) [§ 1681i] within which the consumer reporting agency is required to complete actions required by that section regarding that information.”

34. The Defendant asserts if the Defendant’s allegations are proven true by trial, the Defendant can seek appropriate relief under 621(c). Administrative enforcement [15 U.S.C. § 1681s] for this alleged violation by the Plaintiff.

WHEREFORE; the Defendant asserts, that since the Plaintiff staunchly defends, the practice of accepting, using, relying upon and basing decisions upon the alleged falsified documents, the Defendant Demands the following of the Plaintiff....

Proof and/or Evidence

35. The Defendant asserts the Plaintiff must provide proof and/or evidence that..

(A) The Plaintiff verified repairs were completed at the property according to the Satisfaction Completion Certificate dated September 14, 2007, before rendering an underwriting decision.

(B) The Plaintiff verified the improvements itemized on page 1 of 6 of the appraisal were actually completed before rendering an underwriting decision dated October 9, 2007.

(C) The Plaintiff verified there is no deferred maintenance at the property as cited and stated on the appraisal dated October 9, 2007 before rendering an underwriting decision.

(D) The Plaintiff worked with the Defendant in “Good Faith” to resolve the allege claims of fraud concerning the Defendant’s Note and Mortgage before filing a Summons and Complaint for foreclosure in order for the Defendant to resume payments after March 1, 2008.

(E) The Plaintiff conducted and completed an onsite investigation and/or inspection of the property to address the Defendant’s concerns and allegations about falsification and fraud that would have allowed the Defendant to resume payments prior to or after March 1, 2008.

(F) The Plaintiff findings verified the Value of the Note and Mortgage are not Fraudulent based on the Plaintiff’s investigation and/or inspection relative to the

Defendant's allegations of falsification and fraud and independently of the appraisal prior to and shortly after March 1, 2008.

36. The Defendant asserts pursuant to SCRCF, subsection 5, Rules 26-37, the Plaintiff is free to depose any witness(es) known to the Defendant.

Venue and Jurisdiction

37. The Defendant acknowledges, affirms and admits the Venue and Jurisdiction is proper for a "Trial by Jury".

38. The Defendant asserts the Supreme Court has ruled that where both equity and law are involved, the jury must first decide the legal issues, followed by a determination of equitable issues by the judge. *Beacon Theatres v. Westover*, 359 U.S. 500 (1959)

WHEREFORE; the Defendant concludes the reasons why the Defendant DEMANDS A JURY TRIAL and accordingly seeks the following relief from the Court if any one, some or all the allegations and/or complaints against the Plaintiff are proven true by Jury Verdict and/or Court Order, this is addition to the Relief sought in the Defendant's ANSWER TO COMPLAINT and FIRST AMENDMENT TO ANSWER TO COMPLAINT and any other ruling, finding or judgment of law.

Prayer for Relief

39. Judgment in the Defendant's favor to DISMISS the Plaintiff's Summons and Complaint in their entirety and permanently enjoin the Plaintiff from any relief relative to the Defendant's property or other assets.

40. Judgment in favor of the Defendant for whatever monetary damages the Court deems as just, fair and proper including restitution of all cost incurred in the preparation and execution of the Defendant's "Best Effort" defense.

41. Injunctive Relief if needed and any other relief the Court deems as just, fair and

proper.

42. Substantive Relief if needed and any other relief the Court deems as just, fair and proper.

43. Judgment for the Defendant in an appropriate dollar amount based on the Plaintiff's ability to pay; and any other relief the Court deems as just, fair and proper and removal of all derogatory information sent to CRAs that did not include the real reason why the Defendant suspended payments.

44. Judgment for the Defendant and a refund of any and all monies paid on the Fraudulent Note and Mortgage.

45. Any other relief as the Court deems just, fair and proper.

IN WITNESS WHEREOF, The undersigned has signed and sealed these attestations this 12TH day of Aug in the year 2008 in City of Orangeburg, State of South Carolina.

Signed, sealed and delivered in the presence of:

Print Name: Dorothy Sistrunk

Signature: Dorothy Sistrunk

Notary Witness (1): George Watson
(Signature)

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

On 12TH of Aug before me appeared Dorothy Sistrunk and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument presents this document. WITNESS my hand and official seal.

Notary George Watson
(Signature)

Commission Expires Sept. 17, 2017

(Seal)

STATE OF SOUTH CAROLINA)
COUNTY OF ORANGEBURG)

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N. A.)
Plaintiff,)

Civil Action No. 2008-CP-38-1024

Vs.)
Dorothy Sistrunk;)
Defendant.)

**DOROTHY SISTRUNK' S
AFFIDAVIT OF FACTS, MATERIAL
FACTS & TRUTH
TO REFUTE ALLEGATIONS
WELLS FARGO'S PERSONNEL
& ATTORNEY/S**

May 25, 2012

FILED FOR RECORD
WINGYIA B. CLARK
CLERK OF COURT
ORANGEBURG, SC

2012 MAY 25 PM 4:07

PERSONALLY, appeared before me Dorothy Sistrunk, in
the STATE OF SOUTH CAROLINA, in the COUNTY OF ORANGEBURG, and presented to
me an acceptable picture identification in the form of a STATE OF SOUTH CAROLINA
driver's license with the number 008190796, being of full age, on
her oath, being **DULY SWORN**, and under the **PENALTY OF PERJURY**, deposes and says the
following:

MY KNOWLEDGE ABOUT THE PLAINTIFF

1. I, Dorothy Sistrunk, reside at 423 Bayne Street in Orangeburg, South Carolina. I do
solemnly swear before an authorized Administer of Oaths, under the penalty of perjury, that I am
without sufficient knowledge and information relative to Wells Fargo Bank, N.A.'s corporate
affiliations, business relationships or official designations and/or descriptions legal or otherwise.
Therefore, all references to the Plaintiff in this Affidavit will include any and all of Wells Fargo
Bank, N.A.'s corporate affiliations, business relationships, designations and/or descriptions legal
or otherwise that may be in existence and relative to the Plaintiff's Complaint that was filed in
the Court of Common Pleas in 2008. If any such person/s say/s, infer/s, allude/s to and/or
indicate/s in any manner or form that I have such knowledge relative to Wells Fargo Bank,
N.A.'s corporate affiliations, business relationships, designations and/or descriptions legal or
otherwise, or puts same in writing or swears before an authorized Administer of Oaths that I

Page 1 of 19

ATTEST: TRUE COPY
Wingyia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC
Exhibit 92

have such knowledge, I declare any such person/s to be a liar/s. If any such signed document is ever presented any where at anytime with my name on it and/or signature indicating or stating that I have such knowledge relative to Wells Fargo Bank, N.A.'s corporate affiliations, business relations or official designations and/or descriptions legal or otherwise, I declare any such document to be a forgery by substitution or forgery by any other means, method technique or device known to man and any such statement to be an Absolute Lie..

THE \$75,000.00 LOAN

2. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury that the Plaintiff never paid me or gave me \$75,000.00. If any actual money was paid, it was not paid to or given to me. If any such person/s say/s, infer/s, allude/s to and/or indicate/s in any manner or form that the Plaintiff gave to me or paid to me \$75,000.00, or puts it in writing or swears before an authorized Administer of Oaths that the Plaintiff gave to me or paid to me \$75,000.00, I declare any such person/s to be a liar/s. If any such signed document is ever presented anywhere at anytime with my name on it and/or signature indicating that the Plaintiff gave to me or paid to me \$75,000.00, I declare any such document to be a forgery by substitution or forgery by any other means, method , technique or device known to man.

NOTIFICATION OF FRAUD, DECEIT & DECEPTION

3. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury, that on December 22, 2007, my husband, George M. Sistrunk, called the Plaintiff to notify the Plaintiff the loan was mired in fraud, deceit and deception, No one answered the phone. However, there was an answering machine at the Plaintiff's location in Raleigh, North Carolina. I was present when my husband left the message for someone at the Plaintiff's location in Raleigh, North Carolina to contact me about the loan. If any such person/s say/s, infer/s, allude/s to and/or indicate/s in any manner or form that this message was not left on the Plaintiff's answering machine at a location in Raleigh, North Carolina, on December 22, 2007, or puts it in writing or swears before an authorized Administer of Oaths that this message was not left on the Plaintiff's answering machine at a location in Raleigh, North Carolina, I declare any such person/s to be a liar/s. If any such document or statement is ever presented anywhere at anytime that no message was left at the Plaintiff's location in Raleigh, North.

Carolina on December 22, 2007; I declare any such statement or document of denial to be an Absolute Lie.

KATHERINE R. PERKINSON

4. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury that on December 24, 2007, Katherine R. Perkinson responded to the message left on 12/22/2007 and contacted me by phone. She advised me to work things out with the Seller [Thomas D. Jacobs aka Thomas Jacobs] and if this could not be done to fax the Plaintiff my written notification to cancel the loan. At no time during my conversation with Katherine R. Perkinson did she say, infer, allude to or make any statement that she would contact the Plaintiff about the fraud, deceit and deception associated with the loan. If any such person/s say/s, infer/s, allude/s to and/or indicate/s in any manner or form that Katherine R. Perkinson, a representative from the Plaintiff, did not contact me on December 24, 2007, or puts it in writing or swears before an authorized Administer of Oaths that Katherine R. Perkinson did not contact me, I declare any such person/s to be a liar/s. If any such document or statement is ever presented anywhere at anytime that the Plaintiff's representative, Katherine R. Perkinson, did not contact me on December 24, 2007; I declare any such statement or document of denial to be an Absolute Lie. If Katherine R. Perkinson say/s, infer/s, allude/s to and/or indicate/s in any manner or form that she did not contact me on December 24, 2007, or puts it in writing or swears before an authorized Administer of Oaths that she did not contact me, I declare Katherine R. Perkinson to be a liar.

**THE CLOSING ATTORNEY/LAWYER
DEBRA C. GALLOWAY AT THE PLAYER LAW FIRM**

5. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury, that Debra C. Galloway, the closing attorney/lawyer, did not present to me a Satisfaction Completion Certificate, Contract of Sale or an Appraisal and she did not ask me or discuss any of these documents with me during the closing. She did tell me the bank would send me a copy of the Appraisal. If any such person/s say/s, infer/s, allude/s to and/or indicate/s in any manner or form that Debra C. Galloway showed me a Satisfaction Completion Certificate or a Contract of Sale during the closing, or puts same in writing or swears same before an authorized Administer of Oaths, I declare any such person/s to be a liar/s. If any such document or statement is ever presented anywhere at anytime stating and/or indicating that Debra C. Galloway showed

me an Appraisal, Satisfaction Completion Certificate or a Contract of Sale; I declare any such statement or document confirming this was done during the closing to be an Absolute Lie. If Debra C. Galloway say/s, infer/s, allude/s to and/or indicate in any manner or form that she showed such documents to me, discussed such documents with me or asked me about such documents, I declare Debra C. Galloway to be a liar.

REASONS FOR GOING TO THE CLOSING

6. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury that I went to the closing for two (2) reasons.

(A) My husband had invested a lot of time and energy to make 423 Bayne Street livable.

(B) The Seller – Thomas D. Jacobs aka Thomas Jacobs, said, in the presence of an eyewitness that the price of the house would be lowered during the closing. If any such person/s say/s, infer/s, allude/s to and/or indicate/s in any manner or form that I went to the closing for any other reason/s, or puts same in writing or swears same before an authorized Administer of Oaths, I declare any such person/s to be a liar/s. If any such document or statement is ever presented anywhere at anytime stating and/or indicating that I went to the closing for any other reason/s, I declare any such statement or document to be an Absolute Lie.

NEVER AGREED TO PAY THE \$75,000.00 LOAN WITHOUT CONDITIONS

7. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury that I never agreed to repay the Plaintiff \$75,000.00 without conditions. The conditions were and still are fix the house as described in the 7-59 Appraisals or lower the price. If any such person/s say/s, infer/s, allude/s to and/or indicate/s in any manner or form that I agreed to pay the Plaintiff \$75,000.00 without the aforementioned conditions, or puts same in writing or swears same before an authorized Administer of Oaths, I declare any such person/s to be a liar/s. If any such document or statement is ever presented anywhere at anytime stating and/or indicating that I agreed to pay the Plaintiff \$75,000.00 without the aforementioned conditions; I declare any such statement or document to be an Absolute Lie.

THE 7-59 APPRAISALS, SATISFACTION COMPLETION CERTIFICATE & LOAN CANCELLATION

8. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under

the penalty of perjury that on January 14, 2008, I notified the Plaintiff to cancel the loan. I waited over 2 weeks for word from the Plaintiff about the cancellation and none came. Sometimes between February 5, 2008 and February 8, 2008, I faxed the Plaintiff documented evidence that the 7-59 Appraisals and the Satisfaction Completion Certificate were falsified. The Plaintiff's personnel still refused to cancel the loan. The Plaintiff's personnel responded to the documented evidence of falsification I sent them by inferring the broker – Golden Gate Mortgage, ordered the appraisal for me. To date, the Plaintiff's personnel have never produced any documentation proving the broker ordered the 7-59 Appraisals for me. The Plaintiff's personnel even accused me of meeting with the Appraiser and showing him invoices. To date, the Plaintiff's personnel have never produced any documentation that I met with the Appraiser and the Satisfaction Completion Certificate does not state I met with the Appraiser. It clearly states borrower. According to the Appraiser's – Jim H. Austin III's 7-59 Invoice, the borrower of record is the Seller – Thomas D. Jacobs aka Thomas Jacobs. If any such person/s say/s, infer/s, allude/s to and/or indicate/s in any manner or form that I did not fax the Plaintiff documented evidence that the 7-59 Appraisals and Satisfaction Completion Certificate are falsified; and/or that I met with the Appraiser and/or that Golden Gate Mortgage ordered the 7-59 Appraisals for me and/or the Appraiser's – Jim H. Austin III's, Invoice shows that I am the borrower instead of Thomas D. Jacobs aka Thomas Jacobs, or puts same in writing or swears same before an authorized Administer of Oaths, I declare any such person/s to be a liar/s. If any such document or statement is ever presented anywhere at anytime stating and/or indicating same, I declare such documents and/or statements are Absolute Lies.

THE EARLY DAYS

9. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury, that in the early days, I mistakenly believed I had a good relationship with the Plaintiff. I actually decided not to cancel the loan and to work with the Plaintiff to resolve the issues relative to the mortgage on 423 Bayne Street. I even contemplated filing a lawsuit against Golden Gate Mortgage, Jim H. Austin, III, Thomas D. Jacobs aka Thomas Jacobs and the Player Law Firm. Shortly after January 14, 2008, this changed for the following reasons.

(A) I became aware of the fact that the Seller - Thomas D. Jacobs aka Thomas Jacobs, did not have a building permit and could not have done any of the major home repairs identified in the 7-59 Satisfaction Completion Certificate and on the 7-59 Appraisals within the City of Orangeburg without a building permit.

(B) SCDCA made me aware of the fact that it was unlawful for Golden Gate Mortgage to process a loan from the Seller that SCDCA said was not a licensed loan originator.

(C) SCDCA made me aware of the fact that Thomas D. Jacobs aka Thomas Jacobs could not present loan paperwork to me with Golden Gate Mortgage's name on it without a license.

(D) Wells Fargo made me aware of the fact that Wells Fargo had approved a loan from Golden Gate Mortgage, even though Golden Gate Mortgage had never contacted me about a loan and never said or verified the Seller was a loan originator working for Golden Gate Mortgage.

(E) Wells Fargo made me aware of the fact that Wells Fargo was not a friend or business associate of Thomas D. Jacobs aka Thomas Jacobs or Golden Gate Mortgage.

(F) SCDCA made me aware of the fact that brokered loans are regulated by Federal and State laws and Wells Fargo's mortgage loan had to comply with the laws.

(G) SCDCA made me aware of the fact that because Golden Gate Mortgage never contacted me, under Federal and State guidelines, Golden Gate Mortgage could not legally be considered the loan's broker even with a signed broker's agreement.

(H) SCDCA made me aware of the fact that it is unlawful for an unlicensed person to broker a loan in the State of South Carolina.

(I) I became aware of the fact that the FBI characterized a mortgage loan based on a falsified appraisal with an inflated value as an illegal "Predatory Lending Scheme".

(J) I became aware of the fact that the Plaintiff has the responsibility to make sure the documents upon which a lending decision would rely are not fraudulent.

(K) I became aware of the fact that the Plaintiff has a legal obligation to investigate all allegations of suspected fraud.

(L) I became aware of the fact that using a falsified appraisal with an inflated value to obtain property insurance is "Insurance Fraud".

(M) I became aware of the fact that using a mortgage and/or note based on falsified and/or inflated values in a mortgage-backed security is "Securities Fraud".

(N) I became aware of the fact that the broker had a legal obligation to notify the Plaintiff of any irregularities relative to any submitted document/s for a brokered loan.

(O) I became aware of the fact that the Appraiser had a legal obligation not to falsify the value of property or misrepresent the property to potential lenders.

(P) I became aware of the fact it is the Plaintiff's responsibility to verify the validity of documents upon which a lending decision is made.

(Q) I became aware of the fact the Appraiser had a legal obligation to report the true condition of 423 Bayne Street to the Plaintiff and the Broker.

(R) I became aware of the fact that an illegally brokered loan must be cancelled.

(S) I became aware of the fact that, under South Carolina Law, I could not base my defense on any unwritten promise/s the Seller made to me.

(T) I became aware of the fact that my responsibility was to make sure any information I supplied to anyone could be verified.

(U) I became aware of the fact the Plaintiff's underwriters had a duty and responsibility to verify information before making lending decisions and not accept any information on face value.

(V) I became aware of the fact that the 7-59 Appraisals were falsified beyond any conceivable remedy and the loan had to be cancelled.

(W) I became aware of the fact the loan was an illegal transaction before I signed any documents.

(X) Since the Seller – Thomas D. Jacobs aka Thomas Jacobs brokered the loan by himself, by using Golden Gate Mortgage's brokering paperwork, I became aware of the fact that the broker had a legal obligation to notify the Plaintiff he processed mortgage loan paperwork from an unlicensed loan originator.

(Y) I became aware of the fact the Plaintiff believed Janet Frotscher's Executive Resolution Team's statements and false accusations without any verification.

(Z) I became aware of the fact that I had no responsibility for the 7-59 Appraisals because I did not do the Appraisals, I did not order them, did not know about them and the broker – Golden Gate Mortgage did not order any Appraisals for me.

(AA) I became aware of the fact that I had no duty, responsibility or obligation to pay the Plaintiff for an illegally brokered loan, a home improvement and mortgage fraud and an illegal predatory lending scheme after the Plaintiff was duly notified by telephone and in writing that the loan was based on falsified documents.

(BB) I became aware of the fact that I did not have any responsibility for the falsified Satisfaction Completion Certification the Plaintiff claims the Plaintiff relied upon in whole or in part for the Plaintiff's lending decision.

(CC) I became aware of the fact that I did not have any responsibility for the supporting documents the Plaintiff relied upon from the broker – Golden Gate Mortgage.

(DD) I became aware of the fact that I could not force the Plaintiff to believe the truth after I duly notified the Plaintiff and I was not responsible if the Plaintiff chose to ignore the truth after being duly notified.

(EE) I became aware of the fact that I had no verification or documentation the Plaintiff actually paid the Seller \$75,000.00.

(FF) I became aware of the fact that I was not responsible if the Plaintiff's failed to exercise due diligence or failed to verify information the Plaintiff received and relied upon from the Seller, Broker, Appraiser, the Player Law Firm or the Plaintiff's underwriting department.

(GG) I became aware of the fact that I personally did not send the Plaintiff any documents, materials or information and did not authorize Golden Gate Mortgage either.

(HH) I became aware of the fact that I could not force the Plaintiff to comply with lawful statutes or lawfully enacted rules and regulations governing depository institutions.

(II) I became aware of the fact that I did not broker the loan and I had no responsibility or legal authority to broker the loan.

(JJ) I became aware of the fact that I have a moral and legal obligation not to knowingly participate in an illegal scheme, practice or activity.

(KK) I became aware of the fact that if I paid the Plaintiff monthly payments, I would be perpetuating an illegally brokered loan, a home improvement and mortgage fraud and an illegal predatory lending scheme that involved the use of falsified, forged and altered documents.

(LL) I became aware of the fact that I had no control over who or what the Plaintiff chose to believe after being duly notified by phone and in writing that the supporting documents the Plaintiff relied upon from the broker are falsified, forged and altered.

(MM) I became aware of the fact that the loan the Plaintiff approved was not an "arms length transaction" between the Plaintiff and me. Therefore, the Plaintiff could not blame me for whatever falsified, forged or altered documents the Plaintiff received and chose to rely upon for the Plaintiff's lending decision.

(NN) I became aware that I am not responsible for any losses the Plaintiff incurs.

**HOW I KNOW THE 7-59 APPRAISALS &
THE SATISFACTION COMPLETION ARE FALSIFIED**

10. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury, that I know the 7-59 Appraisals and Satisfaction Completion Certificate are falsified documents because I live in the house known as 423 Bayne Street and I know the improvements identified on the documents never happened and could not happen because the Seller had no building permit. If any such person/s say/s, infer/s, allude/s to and/or indicate/s in any manner or form that I do not live at 423 Bayne and do not have personal knowledge that the 7-59 Appraisals and the Satisfaction Completion Certificate are falsified, or puts same in writing or swears same before an authorized Administer of Oaths, I declare any such person/s to be a liar/s. If any such document or statement is ever presented anywhere at anytime stating and/or indicating same, I declare any such statements to be an Absolute Lie.

THE SELLER – THOMAS JACOBS

11. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury, that the Seller of the property known as 423 Bayne Street in Orangeburg South Carolina – Thomas D. Jacobs aka Thomas Jacobs, never spoke to me about an appraisal, never told me I needed an appraisal or gave me an appraisal at any time. If any such person/s say/s, infer/s, allude/s to and/or indicate/s in any manner or form that the Seller – Thomas Jacobs – gave me an appraisal; or puts it in writing or swears before an authorized Administer of Oaths that the Seller did any of the aforementioned acts described in this paragraph, I hereby declare any such person/s to be a liar/s. If any such signed documents are statements are ever presented anywhere at anytime stating and/or indicating same, I declare any such document/s and/or statement/s to be Absolute Lies.

12. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the Penalty of perjury, that the Seller – Thomas D. Jacobs aka Thomas Jacobs always represented himself as the Seller. At no time did the Seller tell me he was a licensed broker or a licensed loan originator. At no time did the Seller tell me he was going to broker a loan. The Seller told me, in the presence of an eyewitness, that Golden Gate Mortgage was going to be my lender and my loan was going to be handled by his friends and business associates. The Seller also told me, his contractor, Mr. Lambright, was going to do major repairs to 423 Bayne Street. At no time did the Seller tell me he needed a building permit and no building permit was ever

posted at 423 Bayne Street. If any such person/s say/s, infer/s, allude/s to and/or indicate/s in any manner or form anything that contradicts what is written in this paragraph; or puts a contradiction to this paragraph in writing or swears to the contrary before an authorized Administer of Oaths that the Seller did any of the aforementioned acts described in this paragraph, I hereby declare any such person/s to be a liar/s. If any such signed documents or statements are ever presented anywhere at anytime stating and/or indicating a contraction to what is written in this paragraph relative to the Seller, I declare any such document/s and/or statement/s to be Absolute Lies. If Thomas D. Jacobs or any authorized personnel, agent, employee, representative, owner or anyone else that represents himself/herself/themselves as such as being from Thomas D. Jacobs aka Thomas Jacobs say/s, infer/s, allude/s to and/or indicate/s in any manner or form anything that contradicts what is written in this paragraph; or puts a contradiction to this paragraph in writing or swears to the contrary before an authorized Administer of Oaths, I declare Thomas D. Jacobs aka Thomas Jacobs has lied; just like he lied in his response to Complaint #08-00679-B that was filed against him with the South Carolina's Department of Consumer Affairs. I further declare that any authorized personnel, representative, agent, employee, owner or anyone else that represents himself/herself/themselves as such as being from Thomas D. Jacobs aka Thomas Jacobs contradicts anything written relative to the actions, activities and/or statements of the Seller that have been stated in this paragraph has lied.

THE APPRAISER – JIM H. AUSTIN III

13. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury, that I have never met with or said anything to the Appraiser – Jim H. Austin III – or any authorized personnel, representative, agent, employee, owner or anyone else that represented himself/herself/themselves as such as being from Jim H. Austin III at anytime and no where on this earth and I never showed Jim H. Austin III or any authorized personnel, representative, agent, employee, owner or anyone else that represented himself/herself/themselves as such as being from Jim H. Austin III anything at anytime anywhere on this earth including any invoices. Jim H. Austin III or any authorized personnel, representative, agent, employee, owner or anyone else that represented himself/herself/themselves as such as being from Jim H. Austin III has never spoken to me and has never shown me anything, at anytime anywhere on this earth and this includes the 7-59 Satisfaction Completion Certificate and/or the

person/s say/s, infer/s, allude/s to and/or indicate/s in any manner or form that the Appraiser – Jim H. Austin III or any authorized personnel, representative, agent, employee, owner or anyone else that represented himself/herself/themselves as being from Jim H. Austin III – showed me something or spoke to me about anything or that I showed him something including invoices and such; or spoke to him about anything, or puts it in writing that I showed any such thing; including invoices and such to Jim H. Austin III, or swears the same or similar before an authorized Administer of Oaths, I declare any such person/s to be a liar/s. If any such Satisfaction Completion Certificate, Appraisal and/or Invoice with a 7-59 account number or any other designation and/or description is ever presented anywhere at anytime with my name on it and/or signature or by any method or means that might refer to me in any manner or form, I declare any such document to be a forgery by substitution or forgery by any other means, method, technique and/or device known to man. If Jim H. Austin III or any authorized personnel, representative, agent, employee, owner or anyone else that represents himself/herself/themselves as being from Jim H. Austin III say/s, infer/s, allude/s to and/or indicate/s in any manner or form anything that contradicts what is written in this paragraph; or puts a contradiction to this paragraph in writing or swears to the contrary before an authorized Administer of Oaths, I declare Jim H. Austin III and/or any authorized personnel, representative, agent, employee, owner or anyone else that represents himself/herself/themselves as being from Jim H. Austin III to be a liar/s.

**THE BROKER
DAVID TERRELL/GOLDEN GATE MORTGAGE**

14. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury, that I have never met with, called, wrote, contacted by any method or means or said anything to the Broker – Golden Gate Mortgage or David Terrell – at anytime and no where on this earth prior to January 9, 2008. The Broker never called me, wrote me, scheduled any appointment to meet me or contacted me by any means or method prior to my filing a Complaint against him with South Carolina's Department of Consumer Affairs in January of 2008. I have never met or spoken to any authorized personnel, representative, agent, employee, owner or anyone else from Golden Gate Mortgage that represented himself/herself/themselves as being from Golden Gate Mortgage or David Terrell at anytime. No authorized

personnel, representative, agent, employee, owner or anyone else from Golden Gate Mortgage that represented himself/ herself/themselves as being from Golden Gate Mortgage or David Terrell never brought me any loan paperwork, materials or any documents to sign for any loan or has ever called me, wrote me, scheduled any appointment to meet him/her/them or contacted me by any means or method. All the paperwork for the Plaintiff's loan were brought to me by the Seller – Thomas D. Jacobs aka Thomas Jacobs. I never authorized the Broker – Golden Gate Mortgage or David Terrell or any authorized personnel, representative, agent, employee, owner or anyone else that represented himself/herself/themselves as being from Golden Gate Mortgage to order any Appraisal for me or anything else at anytime for any reason or purpose. The credit report the Plaintiff has in the Plaintiff's document file as WF00067-WF00073 was not authorized by me on October 3, 2007 or any time prior to October 3, 2007. If any such person/s say/s, infer/s, allude/s to and/or indicate/s in any manner or form anything that contradicts what is written in this paragraph; or puts a contradiction to this paragraph in writing or swears to the contrary before an authorized Administer of Oaths that the Broker or any authorized personnel, representative, agent, employee, owner or anyone else that represents himself/herself/themselves as being from Golden Gate Mortgage or David Terrell, did any of the aforementioned described in this paragraph, I declare any such person/s to be a liar/s. If any such signed document or statements are ever presented anywhere at anytime stating and/or indicating a contradiction to what is written in this paragraph relative to the Broker or any authorized personnel, employee, representative, agent, owner or anyone else that represents himself/herself/themselves as being from the Broker/Golden Gate Mortgage/David Terrell, I declare any such document and/or statement/s to be Absolute Lies. If David Terrell or any authorized personnel, representative, agent, employee, owner or anyone else that represents himself/herself/themselves as being from Golden Gate Mortgage or David Terrell say/s, infer/s, allude/s to and/or indicate/s in any manner or form anything that contradicts what is written in this paragraph; or puts a contradiction to this paragraph in writing or swears to the contrary before an authorized Administer of Oaths, I declare David Terrell or any authorized personnel, representative, agent, employee, owner or anyone else that represents himself/herself/ themselves as being from Golden Gate Mortgage to be liars.

**JANET FROTSCHER &
HER EXECUTIVE RESOLUTION TEAM**

15. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury, that, neither Janet Frotscher nor any member of her Executive Resolution Team has ever verified that she or any team member has ever met me or seen me. Therefore, Janet Frotscher and/or any member of her Executive Resolution Team has never verified that she or any member of her Executive Resolution Team actually saw me show the Appraiser – Jim H. Austin III, invoices for the plumbing, electrical work and work that has been performed on the seals on September 14, 2007. Janet Frotscher has written in a letter dated June 2, 2008, the Plaintiff's document WF00125, inferring I showed the Appraiser – Jim H. Austin III, invoices for the plumbing, electrical work and work that has been performed on the seals on 09/14/2007. This work could not be done because the Seller had no Permit. Nowhere on the Satisfaction Completion Certificate does it state in writing that Dorothy Sistrunk showed the Appraiser anything; nor is my name on the Satisfaction Completion Certificate. Thus, Janet Frotscher's allegations cannot be substantiated, verified or qualified as a statement of fact or truth.

16. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury, that, neither Janet Frotscher nor any member of her Executive Resolution Team has presented any evidence that she or any team member was at 423 Bayne Street on September 14, 2007. Thus any statement Janet Frotscher has made about any meeting cannot be substantiated, verified or qualified as a statement of fact or truth. Therefore, if any such person/s say/s, infer/s, allude/s to and/or indicate/s in any manner or form that I showed the Appraiser – Jim H. Austin III, invoices for the plumbing, electrical work and work that has been performed on the seals on September 14, 2007, or puts it in writing, or swears same before an authorized Administer of Oaths, I declare any such person/s to be a liar/s. If any such signed document or statements are ever presented anywhere at anytime stating and/or indicating that I showed the Appraiser – Jim H. Austin III, invoices for the plumbing, electrical work and work that has been performed on the seals on September 14, 2007, I declare any such document and/or statement to be an Absolute Lie. If Janet Frotscher or any member of her Executive Resolution Team says, infers, alludes to and/or indicates in any manner or form anything that contradicts what is written in this paragraph; or puts a contradiction to this paragraph in writing or swears to the contrary before an authorized Administer of Oaths, I declare Janet Frotscher or any member of her Executive Resolution Team to be a liar/s.

THE BROKER'S AGREEMENT

17. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury, that I have not admitted to anyone at anytime or signed any statement at anytime verifying Golden Gate Mortgage was my broker and actually met the required Federal and State guidelines to be considered the legitimate broker for loan# 708-0174072777. Since the Plaintiff has not presented any evidence to me that the Seller – Thomas D. Jacobs aka Thomas Jacobs was a licensed loan originator for the Broker – Golden Gate Mortgage or David Terrell, the Plaintiff's signed broker's agreement might be a forgery. Neither Janet Frotscher, nor the Plaintiff has presented any evidence from the broker that he actually brokered a loan for me according to Federal and State guidelines. The Plaintiff has not presented any evidence to me that the broker's agreement in the Plaintiff's possession is the agreement I actually signed for Thomas D. Jacobs aka Thomas Jacobs. The Plaintiff has presented no evidence the agreement presented is the one that was given to me by the Seller - Thomas D. Jacobs aka Thomas Jacobs.

18. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury, that I did not submit any statement/s to Janet Frotscher or the Plaintiff verifying Golden Gate Mortgage was my broker. In fact, I have done the opposite. I have never stated anywhere in any document that Golden Gate Mortgage brokered any loan for me and I have no evidence Golden Gate Mortgage submitted the loan paperwork to the Plaintiff. Therefore, if any such person/s say/s, infer/s, allude/s to and/or indicate/s in any manner or form that I verified Golden Gate Mortgage/David Terrell actually brokered a loan for me, or puts same in writing or swears same before an authorized Administer of Oaths, I declare any such person/s to be a liar/s. If any such signed document is ever presented any where at anytime with my name on it and/or signature indicating or stating that I verified Golden Gate Mortgage brokered a loan for me, I declare any such document to be a forgery by substitution or forgery by any other means, method, technique or device known to man and any such statement on such a document to be an Absolute lie.

19. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury, that the Seller – Thomas D. Jacobs aka Thomas Jacobs represented Golden Gate Mortgage as a lender. The Plaintiff's documents WF00001-WF00027 and WF00084-WF00085 also identifies Golden Gate Mortgage as a lender. Therefore, if any such

person/s say/s, infer/s, allude/s to and/or indicate/s in any manner or form that Golden Gate Mortgage/David Terrell was not represented as a lender, or puts same in writing or swears same before an authorized Administer of Oaths, I declare any such person/s to be a liar/s. If any such signed document is ever presented at anytime and anywhere indicating or stating that Golden Gate Mortgage was not represented as a lender, I declare any such document or statement to be an Absolute Lie.

20. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury, that the Seller – Thomas D. Jacobs aka Thomas Jacobs told me I had to sign all the paperwork or Golden Gate Mortgage would not fund the loan. In the paperwork was a broker's agreement with Golden Gate Mortgage's name on it. Therefore, if any such person/s say/s, infer/s, allude/s to and/or indicate/s in any manner or form that the Seller did not tell me this, or puts same in writing or swears same before an authorized Administer of Oaths, I declare any such person/s to be a liar/s. If any such signed document is ever presented anywhere at anytime indicating or stating that the Seller did not tell me this, I declare any such statement to be an Absolute lie.

WELLS FARGO HOME MORTGAGE

21. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury, that Wells Fargo Home Mortgage never called me, wrote me, scheduled any appointment to meet me or a representative or contacted me by any means or method prior to December 21, 2007 to discuss the loan. Therefore, if any such person/s say/s, infer/s, allude/s to and/or indicate/s in any manner or form that Wells Fargo Home Mortgage contacted me prior to December 21, 2007 to discuss the loan, or puts same in writing or swears same before an authorized Administer of Oaths, I declare any such person/s to be a liar/s. If any such signed document is ever presented anywhere at anytime indicating or stating that Wells Fargo Home Mortgage contacted me, I declare any such document or statement to be an Absolute Lie.

WELLS FARGO BANK, N. A.

22. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury, that no one from Wells Fargo Bank, N.A., ever called me, wrote me, scheduled any appointment to meet me or a representative or contacted me by any means or method whatsoever prior to December 21, 2007 to discuss the loan. Therefore, if any such

person/s say/s, infer/s, allude/s to and/or indicate/s in any manner or form that Wells Fargo Bank, N.A. contacted me prior to December 21, 2007, or puts same in writing or swears same before an authorized Administer of Oaths, I declare any such person/s to be a liar/s. If any such signed document is ever presented anywhere at anytime indicating or stating that Wells Fargo Bank, N.A., contacted me, I declare any such document or statement to be an Absolute Lie.

THE CONTRACT OF SALE

23. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths under the penalty of perjury that the Contract of Sale the Plaintiff has presented as documents WF00028-WF00029 have been altered and initialed. I know nothing about these alterations and changes and the initials are not mine. The initials are forgeries and I do not recognize the Plaintiff's Contract of Sale as the Contract of Sale I signed for the Seller – Thomas D. Jacobs aka Thomas Jacobs on 11/26/2007. I do not recall "PROPERTY SOLD "AS IS" - THERE ARE NO SPECIAL CLAUSES. being on the Contract of Sale I signed on 11/26/2007. Therefore, if any such person/s say/s, infer/s, allude/s to and/or indicate/s in any manner or form that the Plaintiff's Contract of Sale WF00028-WF00029 has not been altered or the initials on the altered parts belong to me, or puts same in writing or swears same before an authorized Administer of Oaths, I declare any such person/s to be a liar/s. If any such signed document is ever presented anywhere at anytime indicating or stating the Contract of Sale has not been altered and the initialed alterations belong to me, I declare any such document or statement to be an Absolute Lie.

THE STAY OR TRO (TEMPORARY RESTRAINING ORDER) ADMINISTRATIVE ORDER #2009-05-22-01

24. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury, that during the Stay or TRO (Temporary Restraining Order) or Administrative Order #2009-05-22-01, no one from the Plaintiff called me, wrote me, scheduled any appointment to meet me or a representative or contacted me by any means or method whatsoever relative to the HMP. Therefore, if any such person/s say/s, infer/s, allude/s to and/or indicate/s in any manner or form that the Plaintiff attempted to contacted me during the Stay/TRO, or puts same in writing or swears same before an authorized Administer of Oaths, I declare any such person/s to be a liar/s. If any such document or statement is ever presented anywhere at anytime indicating or stating that the Plaintiff attempted to contacted me during the

Stay/TRO but was not successful in those attempts, I declare any such document or statement to be an Absolute Lie.

**THE ATTORNEYS ELIZABETH S. HODGSON,
ELIZABETH SCOTT MOISE AND JAMES H. BURNS**

25. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury, that during the Stay or TRO or Administrative Order #2009-05-22-01, Attorneys Elizabeth Scott Moise and/or James H. Burns repeatedly filed false statements in their Case Status Updates. Therefore, if any attorney say/s, infer/s, allude/s to and/or indicate/s in any manner or form that there are not false statements in Burns and/or Moise's Case Status Updates, or puts same in writing or swears same before an authorized Administer of Oaths, I declare any such attorney has filed a false statement that cannot be supported by the facts or the evidence. Whatever contact with the Plaintiff that was initiated was initiated by George M. Sistrunk for the express purpose of finding out, whether or not, Wells Fargo's position on "Fraudulent" loans, notes and mortgages had changed since May of 2008. I learned through his, George M. Sistrunk's, efforts that Wells Fargo still did not have a policy, program or procedure that could modify a fraudulent loan, note and mortgage or a loan, note and mortgage that was suspected of being approved or obtained by fraudulent means. Therefore, my fraudulent loan, note and mortgage never qualified for the HMP. Elizabeth S. Hodgson's lied if she claimed familiarity. My complaint was and still is fraud.

THE HEARING THAT WAS HELD ON DECEMBER 6, 2011

26. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury that during the hearing on 12/06/2011, Judge Diane Shafer Goodstein did not address any of my objections as stated in the March 07, 2012 Court Order. The transcript will verify Judge Goodstein did not address any of following issues during the hearing.

(A) There are too many unresolved issues of fact and law that must be decided by the Court before this case can proceed. The Law Firm of Nelson Mullins Riley & Scarborough, LLP, and/or certain attorney/s from Nelson Mullins Riley & Scarborough, LLP, have no authority to file any motions or enter any Case Management & Scheduling Order into the records of the Court. The Plaintiff no longer has any "Standing" the Court must recognize or consider. The Plaintiff failed to "Substantially Comply" with a Valid Supreme Court Order [Section (3) Administrative Order #2009-05-22-01] during the "Stay" and this matter of failed compliance must be decided by the Court before this case can proceed.

(B) Based on the evidence, the Plaintiff's Case Status Updates were not only not filed in a timely manner; the overwhelming majority of updates that were filed are misinformation

and outright lies. *Every 30 days means every 30 days.* Substantial compliance means notifying the Court every 30 days until the Order is rescinded or reversed. [Direct Quote] ***"If the action is stayed, the party seeking foreclosure will advise the court of the status of the matter every thirty (30) days; the failure to do so may result in dismissal of the action."*** [End Direct Quote] Any failure to comply with an Order of Court is a violation of the Order and the violations might be even more extensive than the Defendant is capable of reporting. Therefore, *the Plaintiff's request for continuance and any related assumption/s and/or filing/s must be summarily dismissed and denied until the Court has thoroughly investigated this matter.*

(C) Since the Plaintiff and the Law Firm have multiple compliance failures, the Defendant's case must be dismissed forthwith pursuant to Section (3) with or without prejudice and the Defendant must be compensated for the Defendant's legal defense and any other cost the Court deems is just, fair and proper. A Section (3) Dismissal has priority over a Rule 41(b) SCRCP Dismissal upon Motion because the violations occurred during the "Stay" and cannot be legally ignored or legally disputed by the Plaintiff.

(D) The Defendant's Uncontested Rule 41(b) Dismissal with Prejudice and Just and Fair Compensation preceded any Notice of Deposition filed by Wells Fargo and should be acted upon by the Court before any additional motions can be considered from the Plaintiff.

Stating you did something or said something that you did not do or say is a lie. Therefore, if any such person/s say/s, infer/s, allude/s to and/or indicate/s in any manner or form that Judge Goodstein addressed the preceding objections during the Hearing 12/06/2011, or puts same in writing or swears same before an authorized Administer of Oaths, I declare any such person/s to be a liar/s. If any such signed document is ever presented anywhere at anytime indicating or stating that the aforementioned objections were discussed and/or addressed during the Hearing Held on December 06, 2011, I declare any such document or statement to be an Absolute Lie.

27. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury that during the hearing on 12/06/2011, Attorney Brian A. Calub admitted in Court, before Judge Goodstein, some Case Status Updates were not filed. Burns and/or Moise are the attorneys that filed case status updates with false information starting in June 2009 until.

28. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury that during the hearing that was held on December 06, 2011, attorney Calub did not show Judge Goodstein any evidence (physical or otherwise), proof (physical or otherwise), an affidavit or any other information that verified the existence of, described or stated the nature of, or custody, condition and/or location of any books, documents, or other tangible things that are supposedly in my possession, lawful custody and under my control that are relevant to the subject matter of this case that required a subpoena to obtain.

29. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury that during the hearing that was held on December 06, 2011, attorney Calub did not present Judge Diane Goodstein any affidavits, depositions or any other evidence to demonstrate a substantial need for Oral Only Depositions; and he did not present any evidence to verify I have the ability, legal capacity or authority to reproduce documents that are relevant to the subject matter of this case that belong to Wells Fargo and/or second and/or third parties.

30. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury that at the hearing; that was held on December 06, 2011, attorney Calub did not state with any reasonable degree of particularity why he cannot submit written questions and must have an Oral ONLY Deposition from me. Therefore, if any such person/s say/s, infer/s, allude/s to and/or indicate/s in any manner or form that attorney did any of the aforementioned during the Hearing that was Held on December 06, 2011, or puts same in writing or swears same before an authorized Administer of Oaths, I declare any such person/s to be a liar/s. If any such signed document is ever presented anywhere at anytime indicating or stating that attorney Calub did any of the aforementioned during the Hearing Held on December 06, 2011, I declare any such document or statement to be an Absolute Lie.

AFFILIATIONS & ASSOCIATIONS

31. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury that I am not an employee, representative, authorized personnel, independent contractor or in any way, manner or form affiliated with or associated with Wells Fargo Home Mortgage's underwriting department, the Player Law Firm, the Broker, the Seller, Janet Frotscher's Executive Resolution Team or the Appraiser and cannot produce any documents from them. Therefore, if any such person/s say/s, infer/s, allude/s to and/or indicate/s in any manner or form that I am in any way affiliated with or associated with any of the aforementioned or that I can produce relevant documents and/or information about their business or relationships or puts same in writing or swears same before an authorized Administer of Oaths, I declare any such person/s to be a liar/s. If any such signed document is ever presented anywhere at anytime indicating or stating that I am or has been affiliated with or associated with Wells Fargo Home Mortgage's under writing department, the Player Law Firm, the Broker, the Seller, Janet Frotscher's Executive Resolution Team or the Appraiser, I declare any such document or statement to be an Absolute Lie.

DEFAULT ON LOAN

32. I, Dorothy Sistrunk, do solemnly swear before an authorized Administer of Oaths, under the penalty of perjury that I did not default on loan #708-0174072777. I wrote the Plaintiff in 2008, notifying the Plaintiff that I was suspending payments until the Plaintiff conducted an on site inspection of 423 Bayne Street so that the Plaintiff could determine the extent of the fraud associated with the mortgage. In other related correspondence, I also notified the Plaintiff that I was not going to participate in the Plaintiff's illegally brokered loan, illegal predatory scheme and home improvement and mortgage fraud. In addition, I notified the Plaintiff, payments would remain suspended until the irregularities associated with my loan were resolved. If I continued making payments, I would be supporting the Plaintiff in possible insurance fraud and investment fraud. Payments could have been resumed at any time if the Plaintiff had decided to cooperate with me to resolve the outstanding issues with the loan. The Plaintiff chose not to cooperate. Therefore, the Plaintiff has failed to state all the facts. If any person/s say/s, infer/s, allude/s to and/or indicate/s in any manner or form that I did not notify the Plaintiff that I was suspending payments, or puts same in writing or swears same before an authorized Administer of Oaths, I declare any such person/s to be a liar/s.

SUPPORTING DOCUMENTATION

This Affidavit is supported by the following documentation that is already filed in the Court of Common Pleas – Defendant Exhibits 1-98 & 113-259. Any missing Exhibit is available upon request.

Note: SCDCA means South Carolina Department of Consumer Affairs

Signature of Affiant: Dorothy Sistrunk Date: 5/25/12

SWORN to and subscribed before me;

This 25th day of May 2012

Notary Signature: Lillian D. Buck

My Commission Expires on My Commission Expires
September 30th, 2012

Seal

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, NA,

Civil Action No. 2008-CP-38-1024

Plaintiff,

vs.

Dorothy Sistrunk,

Defendants.

**AFFIDAVIT OF
WELLS FARGO BANK, N.A.**

FILED FOR RECORD
WINNIE B. CLARK
CLERK OF COURT
ORANGEBURG, SC

2009 MAY 18 PM 4:12

PERSONALLY appeared before me Elizabeth S. Hodgson, who, being sworn, says that:

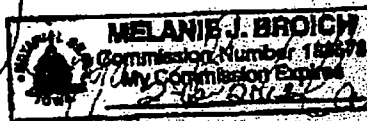
1. I am a(n) Senior Counsel with Wells Fargo Bank, NA (hereinafter "Plaintiff") and am familiar with the loan and mortgage that is the subject of the above-referenced foreclosure action.
2. The loan that is subject to Plaintiff's above-referenced action is subject to and possibly eligible for modification under Home Affordable Modification Program (HMP).

By: Elizabeth S. Hodgson
Its: Senior Counsel

SWORN to and subscribed before me
this 15th day of May, 2009

Melanie J. Broich (L.S.)

ATTEST: TRUE COPY



CLERK OF COURT
ORANGEBURG COUNTY, SOUTH CAROLINA

Exhibit 235

STATE OF SOUTH CAROLINA

THE COURT OF COMMON PLEAS

COUNTY OF ORANGEBURG

DOCKET NO.

Wells Fargo Bank, N. A.

2008-CP-38-1024

Plaintiff,

**RESPONSE TO PLAINTIFF'S
AFFIDAVIT**

v.

Dorothy Sistrunk;

Defendant(s).

Comes now the Defendant Dorothy Sistrunk to respond to the PLAINTIFF'S AFFIDAVIT.

TO: PLAINTIFF WELLS FARGO BANK, N.A.

1. **Response to paragraph 1:** Elizabeth S. Hodgson states in her affidavit that she is a Senior Counsel with Wells Fargo Bank, NA (hereinafter "Plaintiff") and am familiar with the loan and mortgage that is the subject of the above-referenced foreclosure action. The Senior Counsel, Elizabeth S. Hodgson, has not and did not notify the Defendant that she was filing an affidavit with the Court relative to this case.

2. **Response to paragraph 2:** Elizabeth S. Hodgson states in her filed affidavit the loan that is subject to the Plaintiff's above-referenced action is subject to and possibly eligible for modification under Home Affordable Modification Program (HMP). The Senior Counsel with Wells Fargo Bank, NA (hereinafter "Plaintiff") is endeavoring to mislead the Court. At no time, prior to Wells Fargo's foreclosure action or during this

FILED FOR RECORD
WINNIE B. CLARK
CLERK OF COURT
ORANGEBURG COUNTY, SOUTH CAROLINA
-1-
Winnie B. Clark

Exhibit 266

entire foreclosure proceeding, has the Plaintiff, the Senior Counsel for the Plaintiff, or Nelson Mullins Riley & Scarborough, LLP informed the Defendant about the Home Affordable Modification Program (HMP).

3. To further illustrate the deception of the Senior Counsel for the Plaintiff, if she were indeed familiar with the loan and mortgage that is the subject of the Plaintiff's foreclosure action, Elizabeth S. Hodgson would have and should have known, a loan suspected of being obtained by fraudulent means cannot be modified under any existing Wells Fargo Program. Loan 708-0174072777 cannot be modified because Wells Fargo's own Loss Mitigation Department, SUSPECTS THE LOAN WAS APPROVED BECAUSE OF FRAUD.

The Defendant refers the Court to Exhibit 39, page 2, paragraph 3, dated May 8, 2008 to the phone numbers (800) 569-4287 [TDD: (800) 877-8339] and [888-WISE-PLAN for consumer counseling services. This office address was as follows:

Wells Fargo Home Mortgage
Attn: Borrower Counseling Services
MAC X7801-03K
3476 Stateview Blvd.
Fort Mill, South Carolina 29715

The Defendant also refers the Court to Exhibit 61, page 1, paragraphs 1-3, dated June 24, 2008 and the phone number 1-866-488-2028. Wells Fargo's own representatives have stated repeatedly loan 708 - 0174072777 could not be modified because of SUSPECTED FRAUD.

4. Even after the national mortgage crisis began and HOPENOW was created, of which Wells Fargo is a member bank, representatives have repeatedly stated loan 708 - 0174072777 could not be modified under the HOPENOW program because of SUSPECTED FRAUD. The Defendant refers the Court to the phone numbers on Exhibits 27 & 28, dated June 16, 2008 and July 23, 2008 respectively.

All it takes to verify the Defendant's statements is to call the numbers listed or ask Wells Fargo's Loss Mitigation Department can a mortgage suspected of being obtained by fraud be modified under any existing Wells Fargo program?

5. As stated on pages 1-2, paragraph 2, Wells Fargo, nor Wells Fargo's lawyers have mentioned this Home Affordable Modification Program (HMP) prior to this affidavit. What this affidavit does is give the Court a false impression that the Defendant was notified or knew of this program and failed to act. This of course is not true. Therefore, the Defendant will Motion to have this affidavit stricken from the Court records under a separate filing.

NOTIFICATION

A copy of the RESPONSE TO PLAINTIFF'S FIRST SET OF INTERROGATORIES
filed with the Clerk of Court will be mailed to the Plaintiff's Attorneys

Nelson Mullins Riley & Scarborough LLP @
1320 Main Street / 17th Floor / Columbia, SC 29201
POB 11070 / Columbia, SC 29211-1070
Tel: 803-799-2000 / Fax: 803-256-7500

Note: Any attorney, the entire staff or all the attorneys at Nelson Mullins Riley & Scarborough are free to inspect the property to verify all statements of fact concerning the property are true. They are free to drop in, stop by or drive by at anytime unannounced without calling ahead between the hours of 9 a.m. to 6 p.m. – Monday – Sunday or as long as there is sufficient daylight. They are free to bring their own appraisers, contractors and/or experts for additional factual verification if they desire to do so. This invitation also holds true for the Plaintiff and the Plaintiff's authorized officers, managers, staff, JFERT, or any authorized personnel. For safety reasons please do not send anyone that weighs more than 250 pounds because the floors are weak.

IN WITNESS WHEREOF, The undersigned has signed and sealed these attestations this 26th day of May in the year 2009 in City of Orangeburg, State of South Carolina.

Signed, sealed and delivered in the presence of:

Print Name: Dorothy Sistrunk

Signature: Dorothy Sistrunk

Notary Witness (1): Raul Sistrunk
(Signature)

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

On 26th of May before me appeared Dorothy Sistrunk and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument presents this document **WITNESS** my hand and official seal.

Notary Raul Sistrunk
(Signature)

Notary Public South Carolina
My Commission Expires: July 17, 2013

Commission Expires _____

(Seal)

Exhibit 266

STATE OF SOUTH CAROLINA)

COUNTY OF ORANGEBURG)

Wells Fargo Bank, N. A.)

Plaintiff,)

Vs.)

Dorothy Sistrunk;)

Exhibit 245

Defendant.)

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT

Civil Action No. 2008-CP-38-1024

AFFIDAVIT OF
GEORGE M. SISTRUNK
BACKGROUND AND HISTORY
THE SIGNED BROKER'S AGREEMENT

2011 AUG 11
A 11:38
FILED
WINNIE A. CLARK
CLERK
OF COURT
ORANGEBURG, SC

PERSONALLY, appeared before me Willie C. Harley, in the STATE OF SOUTH CAROLINA in the COUNTY OF ORANGEBURG and presented to me an acceptable picture identification in the form of a South Carolina driver's license with the number 008400216, being of full age, on his oath, being *SWORN*, and under the Penalty of Perjury, deposes and says the following:

1. I, George M. Sistrunk, was residing at 5074 Coburg Lane, in White Pines subdivision, a small community about 8 miles outside of the City of Orangeburg, in the County of Orangeburg, along with Dorothy Sistrunk and our son, George Alexander Sistrunk when we received a notice from the Postal Service on Friday, September 14, 2007 informing us that a Certified Letter had arrived from our landlord Tommy Mitchell. On Saturday September 15, 2007, I went to the post office in Orangeburg, South Carolina to sign for and get the letter.

SWORN to and subscribed before me;

Print Name

This 13 day of Aug. 2011

Signature

Willie C. Harley

George M. Sistrunk
GEORGE M. SISTRUNK

My Commission Expires on 06-28-2012

Page 1 of 11

Exhibit 245

TRUE COPY
Exhibit 245

Opening the letter, we discovered we had a 30-day notice to move. We had to be out of 5074 Coburg Lane by October 8, 2007. Since we had to move on such short notice, I began looking for an apartment or house to rent on the same day, Saturday, September 15, 2007.

2. During the week of September 17, 2007, I got a copy of the Times and Democrat newspaper and began calling the phone numbers in the classified ad section under apartments to rent and houses to rent. If no one answered, I left a message to call me back. In addition to working the phones, I also passed out flyers to local churches to help me find a place for my family to stay. Sometimes around Wednesday or Thursday during the same week, I received a call from a man that identified himself as Thomas Jacobs.

3. Thomas Jacobs told me he had several houses for lease or sale in the Orangeburg area that I could lease if I were willing to fix one of them up. I told him I would be glad to look at his houses. Because, we lived in White Pines Subdivision, I asked Thomas Jacobs to meet me at the Huddle House Restaurant on Calhoun Drive. He agreed to the meeting place, so we decided to meet on Monday, September 24, 2007 at 10:00 a.m.

4. On Monday, September 24, 2007, I arrived at the Huddle House Restaurant around 9:45 a.m. My long time friend Earl was there, so I sat with him, ordered coffee and waited for Thomas Jacobs. I told Earl about Coburg Lane and meeting Thomas Jacobs. Thomas Jacobs arrived around 11:00 a.m. in a 2006 or 2007 Black Cadillac with a friend of his that stayed in the car. I introduced Thomas to Earl and Earl to Thomas. Earl had to leave, so Thomas Jacobs and I were alone. He apologized for being late. I offered to buy him coffee or a glass of ice tea, but he declined. He seemed to be in a hurry. Thomas Jacobs is a male, Caucasian, about 5' 9" tall. At that time, he weighed around 190 to 200 pounds, had black slightly thinning hair, brown eyes and regular features. He had on short pants, a polo type shirt and he had on socks with athletic shoes.

5. During our brief conversation in the Huddle House, I revealed to Thomas Jacobs that our landlord, Tommy Mitchell, wanted us out his house by October 8, 2007.

SWORN to and subscribed before me;

This 13 day of Aug. 2011

William Clay Bailey

Print Name George M. Sistrunk
Signature George M. Sistrunk
GEORGE M. SISTRUNK

My Commission Expires on 06-28-2012

Page 2 of 11

Exhibit 245

CLERK OF COURT
ORANGEBURG COUNTY, SOUTH CAROLINA

Exhibit 245

To me, Thomas Jacobs was a busy man because his cell phone never seemed to stop ringing. He asked me to follow him to the houses he had available. Out of the four houses I saw, I knew the former occupants of three. After leaving R.C. Gamble's former home on Goff Avenue, we arrived at 423 Bayne Street, the former home of Pastor-Evangelist Bond Ceal Dantzler. After walking around inside for a few minutes, I told Thomas Jacobs, this is the house. We entered into a verbal agreement that I would cleanup the house for a reasonable monthly rent. Thomas Jacobs accepted the terms and left.

6. I did not tell my family about the house right away because it was a mess. Trash and garbage and dirt and filth were in every room. The cabinet doors were unhinged, windows, doors and ceilings were busted, no light fixtures, the walls upstairs were warped, the floors were weak, there was major termite and water damage, mold and mildew and human feces was in the commodes. In addition, the house was infested with rats, roaches and spiders. However, I was confident I could make it livable. My objectives at Bayne Street were to clean it, secure it, get rid of the rats, roaches and spiders and make enough temporary repairs so we could move into it and live in it.

7. Since Dorothy was working the 6 - 2 shift at the Wolfe House, I took our son to school at Carver Middle, drove to Bayne Street and started working on the house. This was Tuesday, September 25, 2007. During the first week, I worked in the house everyday from 8:00 a.m. to 1:00 p.m. I didn't tell Dorothy officially about the house until Monday, October 8, 2007. I told her the house was in terrible condition inside, but I could fix it up. She didn't pay much attention to my remarks because our son was not feeling well, so she was focused on him and so was I.

8. On Monday, October 1, 2007, Dorothy had to rush George Alexander to The Regional Medical Center in Orangeburg, South Carolina because of a severe respiratory infection. The infection was so bad, it required 24 hour care.

SWORN to and subscribed before me;

This 13 day of Aug. 2011

Willie Clay Harty

Print Name George M. Sistrunk
Signature George M. Sistrunk
GEORGE M. SISTRUNK

My Commission Expires on 06-28-2012

Page 3 of 11

CLERK OF
ORANGEBURG COUNTY

Exhibit 245

Exhibit 245

Dorothy took a leave of absence from the Wolfe House in order to be with him at TRMC.

Dorothy called me at Coburg Lane and gave me an update on George's condition. I have to say Coburg Lane because it was no longer our home. I told her I would come by the hospital later. I still had to get boxes and other supplies in order to pack up our belongings. As previously stated, we had to be out the house by October 8, 2007.

9. While out looking for boxes, I decided to go by 423 Bayne Street, to determine how to speed up fixing and repairing the house. Shortly after I pulled into the driveway, our neighbor across the street was pulling into her driveway. Later, I discovered she is a registered nurse. I had seen huge green trash bins with wheels in everyone's yard and I was curious as to what kind of trash I could put in one. If I could put wood, glass, ceiling tile, wall board as well as the usual garbage it would speed Bayne Street's cleanup considerably. I hailed her and asked her what kind of trash can I put in these green trash bins? She told me any kind of trash that comes out the house. She also told me garbage is collected on Mondays. I thanked her and she went inside. That tiny bit of information from my neighbor made the cleanup at Bayne Street possible in a relatively short period of time. Before this discovery, I spent several days just piling trash in corners.

10. Since there was a big green trash bin at 423 Bayne, I could pull it inside and put the assorted garbage and trash into it. I could easily roll it from room to room and when it was full, roll it outside for dumping on Mondays. Shortly after 3:00 p.m., Thomas Jacobs arrived and asked me how things were going. I told him about my son's illness and how I had discovered a faster way to cleanup the house. At this time, Thomas Jacobs told me he had prepared a lease. I said great. When I saw the beginning date on the lease was October 9, 2007, I told him I could not sign it because the house would not be livable on that date. I told him, since I was working alone; it would take me another 6 to 8 weeks to cleanup the house to live in. At the rate I was going, I was looking at the middle of November to early December.

SWORN to and subscribed before me;

This 13 day of Aug 2011

Willie Clay Hamer

Print Name

George M. Sistrunk

Signature

George M. Sistrunk
GEORGE M. SISTRUNK

My Commission Expires on 06-28-2012

Page 4 of 11

CLERK OF
COBURG COUNT

Exhibit 245

Exhibit 245

11. When Thomas Jacobs heard this; he suggested I buy the property. I told Thomas Jacobs I would not qualify for a loan. It had been quite awhile since I had steady employment. Plus, I had a severe groin injury that had limited my mobility for over 10 years, the injury was not severe enough for disability income or SSI and I just had an operation in June of 2007 and was still basically under a doctor's care.

12. I told Thomas Jacobs my wife, Dorothy might qualify. I gave him some basic information about my wife Dorothy's work history, income and how long we resided at 5074 Coburg Lane. Thomas Jacobs gave me his cell phone number, office phone number and fax number and told me to have Dorothy call his assistant at his office at 532 Knox Abbott Dr., Suite 3, in Cayce, SC 29033 and complete an application over the phone. Thomas Jacobs gave me some additional contact phone numbers and told me, based on the information I had given him, he was confident he could get Dorothy approved for a loan. Thomas Jacobs also told me if Dorothy were approved, he would get his contractor, Mr. Lambright to do major repairs at 423 Bayne Street including new windows, walls, floors, ceilings, floor coverings, fixtures, appliances and painting. Shortly after saying that, Thomas Jacobs left.

13. On the same night Monday, October 1, 2007 at approximately 7:30 p.m., I arrived at The Regional Medical Center to see my wife and son. I told Dorothy, Thomas Jacobs had brought me a Lease Agreement to sign, but I would not sign it because of the date. The house would not be ready to live in by October 9, 2007, because there was still too much work to do. I told her Thomas Jacobs offered to sell us the house if she qualified for a loan. I told her all she had to do to begin the process is call Thomas's office in Cayce, South Carolina. I gave her the phone number to Thomas's assistant and told her Thomas's assistant would complete the application over the phone. Dorothy did not know at the time that the unsigned lease was for 423 Bayne Street or that the loan she would be applying for was for 423 Bayne Street. She didn't realize at the time that Bayne Street was the same house I told her I had found that just needed fixing up.

SWORN to and subscribed before me;

This 13 day of Aug. 2011

Willie Clay Paul

Print Name

George M. Sistrunk

Signature

George M. Sistrunk
GEORGE M. SISTRUNK

My Commission Expires on 06-28-2012

14. I also told Dorothy if she were approved, Thomas Jacobs said he would get his contractor, Mr. Lambright, to do major repairs including new windows, walls, floors, ceilings, fixtures, floor covering, appliances and painting. Dorothy said she would call. Since George Alexander was sleep, I told Dorothy, I was going back home to pack up more of our stuff. I left the hospital around 10:30 p.m.
15. The next day, Tuesday, October 2, 2007, Dorothy called around 2:30 p.m. and told me how "G" was doing, (we also call our son "G"). During the call, she told me she had called Thomas's assistant and completed an application over the phone. She also gave me a toll free number to another person that was leasing houses in the Orangeburg area that she had seen in the paper. I told her I would check it out, and I did. It was a toll free number to Thomas's office in Cayce. The following day, Tommy Mitchell called to let us know a realtor was coming by to pickup the keys and asked us to stay on until the realtor came. That was the last time we heard from Tommy Mitchell.
16. During this time, Dorothy was staying at TRMC with our son, while I was at Coburg Lane packing and at Bayne Street cleaning up. On Sunday, October 7, 2007, George Alexander's condition worsened. TRMC transferred him to Palmetto Health, formerly Richland Memorial Hospital, in Columbia, South Carolina. Dorothy went with him by ambulance. Later that night, I called Dorothy to check on "G"'s condition. While on the phone, I told her I would stay at Coburg Lane and finish packing. When Tommy Mitchell's realtor came for the keys, I would ask for additional time to move out our belongings.
17. During this time I was packing in one location and cleaning up in another. On Monday, October 8, 2007, I got up early and put a note on the front and back door for Tommy Mitchell's realtor to meet me at 423 Bayne Street. I arrived at Bayne Street a few minutes before 6:00 a.m., and worked in the house until a little after 10:00 p.m.

SWORN to and subscribed before me;

This 13 day of Aug 2011

Willie Harvey

Print Name

George M. Sistrunk

Signature

George M. Sistrunk
GEORGE M. SISTRUNK

My Commission Expires on 06-28-2012

Page 6 of 11, JULIA OF COURT,

ORANGEBURG COUNTY SOUTH CAROLINA

Exhibit 245

Exhibit 245

Electricity was provided by Lee Orr, a man I had recently met, that lived next door. No one came to 423 Bayne Street on this day to do an appraisal. This was also the day I stopped looking for another place to rent. We had looked for a place to stay from 09/15/2007 – 10/08/2007.

18. On Tuesday, October 9, 2007, no one came to 423 Bayne Street to do an appraisal. I was working there from approximately 5:45 a.m., until 10:30 p.m. After leaving Bayne Street and arriving at Coburg Lane, I called Dorothy to check on "G". Dorothy told me "G's" condition had improved and they might be going home tomorrow, Wednesday, October 10, 2007. Since Dorothy and "G" were coming home, I decided I might as well tell her about 423 Bayne Street.

19. On Wednesday, October 10, 2007, Dorothy called me and told me they would be leaving Palmetto Health around 1:00 p.m. I left Orangeburg around 11:30 p.m., and arrived at Palmetto Health at approximately 12:45 p.m. We did not leave Palmetto Health until a few minutes after 2:00 p.m. because of unexpected delays in obtaining prescriptions from the doctor.

20. After we arrived in Orangeburg, I decided to show Dorothy and "G" all the houses I had seen with Thomas Jacobs starting from first to last. I did this in an effort to help them understand why I selected 423 Bayne Street as our new home. At approximately 5:00 p.m., we arrived at Bayne Street. This was the first time Dorothy and "G" had seen the house. Even though considerable progress had been made, they were not impressed. We walked through the house and around it for about 90 minutes and then went to Walgreens Pharmacy to fill prescriptions.

21. By Thursday, October 11, 2007, Tommy Mitchell's realtor still had not arrived to get the keys to Coburg Lane and work at Bayne Street had slowed considerably. When I told Thomas Jacobs, the house would be livable by the middle of November or early December, I did not know "G" would become ill or Dorothy's work schedule would change to 2 - 10. This schedule change meant I had to pickup "G" from school and stay with him until Dorothy got home.

SWORN to and subscribed before me;

This 13 day of Aug. 2011

Willie Clay Paul

Print Name

George M. Sistrunk

Signature

George M. Sistrunk
GEORGE M. SISTRUNK

My Commission Expires on 06-28-2012

Page 7 of 11

Exhibit 245

Exhibit 245

22. On Friday, October 12, 2007, at approximately 7:30 a.m., Dorothy and I put notes on the front and back doors for Tommy Mitchell's realtor, took "G" to Carver Middle School, and drove to Bayne Street. At approximately 1:30 p.m., Thomas Jacobs came by unexpectedly. This was the first time Dorothy saw and met Thomas Jacobs.
23. Thomas Jacobs told us Golden Gate Mortgage Company had approved Dorothy's loan and was going to be the lender. Thomas Jacobs also made it a point to let Dorothy know the lender, Golden Gate Mortgage, was also a long time business associate. He told us he would be back in a few days with the paperwork. In the meantime, he was going to send Mr. Lambright over to begin the work of doing major repairs to Bayne Street. Shortly, after this meeting, Thomas Jacobs left. October 12, 2007 is also the day I had everything I needed to cleanup Bayne Street.
24. The cleanup was not as labor intensive with the green trash bin. On Monday, October 15, 2007, Mr. Lambright showed up, stayed for approximately 15 minutes and left. Mr. Lambright told me supplies for the house were at another location. He would get the key and return with the building supplies by Friday, October 19, 2007. Mr. Lambright did not show up on Friday.
25. On Monday, October 22, 2007, Dorothy's schedule changed to 6 - 2. This allowed me to spend more time at Bayne Street doing minor repairs, cleaning the ceilings, walls and carpets. Sometimes during this week, Thomas Jacobs's assistant came to Bayne Street, took some pictures of the house and left. Sometimes during this same week, Mr. Lambright came by. He asked me had his crew stopped by with the building supplies. I told him no. He thanked me, got in his truck and left. April Primrose, a new neighbor, also came by and told me bats were in the rafters..
26. On Tuesday, October 30, 2007 Mr. Lambright came by again, walked around the house for about 15 minutes and told me he still did not have the key to get the building supplies. As soon as he gets the key, I was assured supplies would be brought to Bayne Street and the work would begin. He left shortly after that.

SWORN to and subscribed before me;

This 13 day of Aug. 2011

Willie Clay Harbey

Print Name

George M. Sistrunk

Signature

George M. Sistrunk
GEORGE M. SISTRUNK

My Commission Expires on Dec 28-2012

27. On Thursday, November 1, 2007, Thomas Jacobs came by the house and told me he needed a copy of Dorothy's driver's license, W2 Form and her most recent check stub. Thomas Jacobs also told me we could start moving some of our belongings to the house from Coburg Lane if we wanted to. I thanked him for his kindness and told him Mr. Lambright had been by several times but did not have a key to get the building supplies for Bayne Street. I also told Thomas Jacobs his assistant had stopped by, took some pictures of the house and left. Thomas Jacobs told me he would make sure Mr. Lambright got the supplies to bring to Bayne Street. He also told me, Dorothy could fax the copies he needed to his office.

28. On Friday, November 2, 2007, we rented a U-Haul and began moving our belongings from Coburg Lane to Bayne Street. Tommy Mitchell's realtor still had not shown up to get the keys. Sometimes during the week of November 5, 2007, Mr. Lambright's work crew came to Bayne Street to begin repairs. They waited for Mr. Lambright for about 30 minutes and left. Several days passed, and then, during the week of November 12, 2007, Dorothy faxed her personnel documents to the fax number Thomas Jacobs gave us. On Saturday, November 17, 2007, Tommy Mitchell's realtor (Karen Atkinson) picked up the keys and we officially left Coburg Lane.

29. We changed our phone service to Bayne Street during the same week of November 12, 2007. During the week of November 19, 2007, Thomas Jacobs called and informed me the faxed documents he requested from Dorothy did not turn out well. He also told me that he would get copies when he got to Orangeburg, because he was coming to Orangeburg with the paperwork for the loan on Monday. Monday was November 26, 2007.

30. On Monday, November 26, 2007 Thomas Jacobs arrived at Bayne Street with the paperwork at approximately 12:45 p.m. Dorothy was not there. I told Thomas Jacobs I had called him several times to let him know Dorothy's schedule had changed from 2 - 10 to 6 - 2, but his mailbox was full.

SWORN to and subscribed before me;

This 13 day of Aug. 2011

Willie Clay Rousey

Print Name George M. Sistrunk

Signature George M. Sistrunk
GEORGE M. SISTRUNK

My Commission Expires on 06-28-2012

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COBURG COUNTY SOUTH

Exhibit 245

Exhibit 245

31. Since Dorothy wasn't there, we went outside. I told Thomas Jacobs Mr. Lambright had not done any repairs to 423 Bayne Street and the house in its present condition was not worth \$75,000.00. Thomas Jacobs told me that it had appraised for \$90,000.00. I told Thomas Jacobs and these are my exact words: "I don't know what appraiser you're using, but, whoever he is, you need to have that guy checked out. No appraiser worth his weight in salt would appraise this house for more than \$30 - \$35,000.00 and that's stretching it. If you deduct, \$19,000.00 for the land, this house, in its present condition, would not be worth more than \$14-\$15,000.00." I also told him if he did the improvements he promised the house would be worth \$75,000.00.

32. Thomas Jacobs was getting impatient, so I decided to call Dorothy at the Wolfe House to see if she could come home early. I had to pick up "G" from school at 3:30 p.m., so I went inside and called the Wolfe House. Dorothy answered the phone. I asked her could she come home early because Thomas Jacobs was there with the paperwork for the loan. She said she would check and if she could, she would be home as soon as possible.

33. Thomas Jacobs was still standing in the driveway when I returned outside. I told him Dorothy would be home as soon as possible. Then I asked him again. "When are you are you going to lower the price of this house?" Thomas Jacobs replied: "I'll lower the price during the closing." Dorothy arrived at approximately 1:50 p.m. Shortly after going inside, she began completing the paperwork for the loan.

34. Thomas Jacobs told Dorothy that in addition to signing the Golden Gate Mortgage application, she had to complete and sign all the paperwork or Golden Gate Mortgage would not fund the loan. This included the Broker's Agreement from Golden Gate Mortgage, the Attorney/Insurance Preference Checklist, RESPA Servicing Disclosure, Good Faith Estimate, Fair Lending Notice, Disclosure Notice, Credit Authorization, Borrower's Certification & Authorization, Right to Receive Copy of the Appraisal and the Contract of Sale.

SWORN to and subscribed before me;

This 13 day of Aug. 2011

Willie Clay (Judge)

Print Name

George M. Sistrunk

Signature

George M. Sistrunk
GEORGE M. SISTRUNK

My Commission Expires on 06-28-2012

CLERK OF COURT
ORANGE COUNTY, SOUTH CAROLINA
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Exhibit 245

Exhibit 245

35. While the Dorothy was signing the paperwork, Thomas Jacobs told her to give him her driver's license, W2 and check stub and he would get copies. By the time Thomas Jacobs returned to 423 Bayne Street, Dorothy had signed the paperwork. He handed Dorothy her driver's license and the remaining documents he had taken to copy. While gathering up the paperwork, Thomas Jacobs told Dorothy not to worry because her loan was being handled by his friends and business associates.

36. Thomas Jacobs was standing in the front doorway of 423 Bayne Street when he was asked again: "When are you going to lower the price of this house?" Thomas Jacobs replied, "During the closing. The price will be lowered during the closing." I told Dorothy the only way we are going to know whether or not Thomas Jacobs is telling the truth, you are going to have to go to the closing.

SUMMARY OF FACTS

A) From 9/24/2007 to 12/21/2007 Thomas Jacobs always represented and presented himself as the property owner.

B) Thomas Jacobs never said, mentioned or inferred Dorothy Sistrunk's loan was going to be brokered.

C) Thomas Jacobs never said, mentioned or inferred that he was a Loan Broker.

D) Thomas Jacobs never said, mentioned or inferred that he was a Loan Originator.

E) Thomas Jacobs never said, mentioned or inferred that Dorothy Sistrunk's loan needed or required a Loan Originator or Broker.

F) There was never a "Building Permit" at 423 Bayne Street, Orangeburg, SC.

G) Thomas Jacobs never said, mentioned or inferred that he needed a "Building Permit" to complete repairs at 423 Bayne Street, Orangeburg, SC.

H) All the work, i.e., exterminating, cleaning and minor repairs that made 423 Bayne Street livable was done by me, working alone from 09/25/2007 to 12/15/2007. Mr. Lambright did nothing nor did Thomas Jacobs.

This concludes George M. Sistrunk's deposition and sworn testimony and Summary of Facts relative to the Background and History of the Signed Broker's Agreement.

SWORN to and subscribed before me;

This 13 day of Aug. 2011

Willie Clay Barber

Print Name

George M. Sistrunk

Signature

George M. Sistrunk
GEORGE M. SISTRUNK

My Commission Expires on 06-28-2012

CLERK OF COURT

Page 11 of 11 - ORANGE COUNTY, SOUTH CAROLINA

Exhibit 245

Exhibit 245

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG	)	FIRST JUDICIAL CIRCUIT
	)	
	)	
Wells Fargo Bank, N. A.	)	Civil Action No. 2008-CP-38-1024
	)	
Plaintiff,	)	DOROTHY SISTRUNK'S REBUTTAL AND
	)	COUNTER AFFIDAVIT OF FACTS & TRUTH
	)	THAT REFUTES & OPPOSES THE
	)	AFFIDAVIT OF AMANDA WEATHERLY
	)	WELLS FARGO'S VICE PRESIDENT FOR
Vs.	)	LOAN DOCUMENTATION FOR WELLS
	)	FARGO'S BANK, N.A., IN SUPPORT OF
Dorothy Sistrunk;	)	WELLS FARGO'S MOTION FOR SUMMARY
	)	JUDGMENT.
Defendant.	)	
	)	July 17, 2013

PERSONALLY, appeared before me Dorothy H. Sistrunk, in the STATE OF SOUTH CAROLINA, in the COUNTY OF ORANGEBURG, and presented to me an acceptable picture identification in the form of a STATE OF SOUTH CAROLINA driver's license with the number 008190796, being of full age, on her oath, being **DULY SWORN**, and under the **PENALTY OF PERJURY**, deposes and says she swears to all that follows:

STATEMENT OF FACTS, TRUTH & A BRIEF HISTORY

1. I, Dorothy Sistrunk, currently reside at 423 Bayne Street in Orangeburg, South Carolina. I do solemnly swear before an authorized Administer of Oaths, a Notary Public and under the penalty of perjury, that I am familiar with 423 Bayne Street, by virtue of the undisputed fact that I currently reside at 423 Bayne Street in Orangeburg, South Carolina. {Exhibit 113 – the Property}

The Unauthorized Credit Report {WF00063-WF00073}

2. I know for a fact, Wells Fargo's mortgage loan account is the product of an unauthorized credit report that was done on October 3, 2007 – by the broker – Golden Gate Mortgage / David Terrell. {See Pgs WF00066-WF00073} {For Verification See Pgs WF00063, WF00065 & WF00074}

3. The Seller – Thomas Jacobs - never sent the authorizing paperwork for him (Thomas Jacobs) to do a credit report after discussing this with me on the phone. If Thomas Jacobs or David Terrell ever write or say that I gave him (Thomas Jacobs) or David Terrell verbal permission it is an ABSOLUTE LIE. I have never met or seen David Terrell. {WF00080-WF00081}

(a) The credit report verifies Wells Fargo's complicity in its use and continued use after notification and all the facts are known and verifiable. {WF00065}

(b) The credit report verifies Golden Gate Mortgage accessed my credit without authorization and supported and approved the illegal brokering activity of the Seller – Thomas Jacobs since October of 2007. {WF00063-WF00064 & WF00074}

3-A. I also know accessing my credit report without my written permission by an individual or business is a violation of a Federal law – 15 USC Section 1681n(a).

15 USC Section 1681n(a) states the following in pertinent parts., “Any person who willfully fails to comply with any requirement imposed under this subchapter with respect to any consumer is liable to that consumer in an amount equal to the sum of— (1)(A) any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100 and not more than \$1,000; or (B) in the case of liability of a natural person for obtaining a consumer report under false pretenses or knowingly without a permissible purpose, actual damages sustained by the consumer as a result of the failure or \$1,000, whichever is greater; (2) such amount of punitive damages as the court may allow; and (3) in the case of any successful action to enforce any liability under this section, the costs of the action together with reasonable attorney's fees as determined by the court...”

4. I discovered Wells Fargo was complicit in using an unauthorized credit report in the documents I received from Nelson Mullins Riley & Scarborough, LLP, {WF00001-WF0137};

5. I notified Wells Fargo by phone and later in writing that they had to cancel the loan and remove any derogatory information from my credit report that they might have sent to Credit Reporting Agencies. Wells Fargo did absolutely nothing.

**Wells Fargo's Mortgage Loan Was Brokered Entirely
By Thomas Jacobs and not By David Terrell / Golden Gate Mortgage**

6. I also know for a fact that David Terrell / Golden Gate Mortgage lied to Wells Fargo on the Universal Residential Loan Application. {WF00032, WF00035 & WF00038} Neither David Terrell nor a staff member from Golden Gate Mortgage interviewed me for any loan.

7. Janet Frotscher, (from the Executive Resolution Team) [JFERT] confirmed in a letter dated February 21, 2008 and received on February 25, 2008, that Golden Gate Mortgage submitted [Thomas Jacobs]' loan paperwork as the broker. {WF00120} [Brackets Added]

8. Whatever brokering that was done...was done by Thomas Jacobs..... not David Terrell or anyone from Golden Gate Mortgage. {Affidavit of George Sistrunk, WF00120 & WF00121}

9. Janet Frotscher's letter dated February 21, 2008, {WF00120} confirmed David Terrell was not as innocent as he claimed to be in his fax letter dated February 6, 2008. {Exhibit 37}

10. Janet Frotscher's letter states in pertinent parts, "Your appraisal was ordered by your broker, Golden Gate Mortgage..." **{WF00120, Pg. 1, Paragraph #5}**

11. Naturally, I called Janet Frotscher and informed her...if any brokering was done it was done by Thomas Jacobs and not Golden Gate Mortgage / David Terrell.

12. All I knew at that point in time was Golden Gate Mortgage was suppose to be my lender, not my broker and I had never agreed to have a loan brokered by Thomas Jacobs, David Terrell or anyone else with Wells Fargo Bank. **{WF00001-WF00027, WF00076, WF00084-WF00085}**

13. This was all I knew until Nelson Mullins Riley & Scarborough, LLP, sent me... **{WF00001-WF00137. I have been referring to these documents in my pleadings and in this Affidavit}.**

14. When I received the documents from the law firm, that's when I saw the Broker Agreement that was included in the paperwork Thomas Jacobs had me sign so Golden Gate Mortgage could fund the loan. **{WF00080 - WF00081 & See Affidavit of George Sistrunk}**

15. Even to this day, I still believe Golden Gate Mortgage and Wells Fargo are business associates of Thomas Jacobs because that's what he told me. **{Affidavit of George Sistrunk}**

16. Thomas Jacobs told me my loan was going to be handled by his friends and business associates. **{See Filed Affidavits of George Sistrunk & Dorothy Sistrunk}**

17. Otherwise, why would Wells Fargo still represent Golden Gate Mortgage as the lender? **{WF00001-WF00027, WF00074, WF00076, WF00084-WF00085}**

18. I am no expert on loan brokering or banking.

19. All I know for a fact is South Carolina law says the following in pertinent parts in Section 40-58-20 – SC Code of Laws; As used in this chapter:

"(1) "Act as a mortgage broker" means to act, for compensation or gain, or in the expectation of compensation or gain, either directly or indirectly, by: (i) soliciting, processing, placing, or negotiating a mortgage loan for a borrower from a mortgage lender or depository institution or offering to process, place, or negotiate a mortgage loan for a borrower from a mortgage lender or depository institution, (ii) engaging in tablefunding of a mortgage loan, or (iii) acting as a loan correspondent, as that term is defined in 24 C.F.R. Part 202 et seq., whether those acts are done by telephone, by electronic means, by mail, or in person with the borrowers or potential borrowers. "Act as a mortgage broker" also includes bringing a borrower and lender together to obtain mortgage loan or rendering a settlement service as described in 12 U.S.C. 2602(3) and 24 C.F.R. Part 3500. 2(b). (2) "Act as a mortgage lender" means to engage in the business of making or servicing mortgage loan for compensation or gain, or in the expectation of

compensation or gain, either directly or indirectly, including soliciting, processing, placing, or negotiating a mortgage loan. (3) "Administrator" means the Administrator of the Department of Consumer Affairs (department) or the administrator's designees..."

20. Additional circumstantial evidence of a relationship, expressed, implied or simply not overtly stated is provided by Kathryn R. Perkinson.

21. Why did Kathryn R. Perkinson advise me to work things out with Seller – Thomas Jacobs and not report suspected fraud to her superiors immediately?

22. Unfortunately for me, I followed Ms. Perkinson's advice until March 1, 2008.

23. On March 1, 2008, I discovered the only remedy for Wells Fargo's illegally brokered loan, illegal Predatory Scheme and his Home Improvement and Mortgage Fraud is cancellation not cooperation. {Exhibit 52, Plaintiff's Exhibit D}

24. Additional circumstantial evidence of a relationship, expressed, implied or simply not overtly stated is the absence of a loan application from Wells Fargo.

25. The Universal Residential Loan Application I signed for Thomas Jacobs has Golden Gate Mortgage's name on it. {WF00030-WF00038}

Reason for the Closing on December 21, 2007

26. When Thomas Jacobs left 423 Bayne Street on November 26, 2007 with the loan paperwork, while standing in the doorway, my husband asked him, "When is the price of this house going to be reduced?" and Thomas Jacobs said, "At the closing...the price will be lowered at the closing." His exact words.

27. My husband then remarked, "The only way we are going to know if he is telling the truth is, we are going to have to go to the closing."

28. Due to a severe migraine headache, my husband could not go, so I went alone.

29. I went to the closing on December 21, 2007, to officially lower the price of 423 Bayne Street from the discussed price of \$75,000.00 that included new walls, floors, windows, fixtures, appliances and carpeting. {Note: South Carolina law will not support fraud based on unfulfilled promises}

30. My husband estimated that with all the work that had to be done, supplies, labor, trash removal and painting, Thomas Jacob's estimated sales price would be around \$75,000.00.

31. However, because of the situation with Mr. Lambright that is discussed in my pleadings and those pleadings are incorporated by reference as though fully set forth in this Affidavit

verbatim, the work was never completed. {See filed pleadings from July of 2008 to present}

32. After the closing, we discovered why Mr. Lambright could not do any major repairs.

33. Thomas Jacobs never applied for or received a "Building Permit" to do any repairs. {Call the City of Orangeburg "Building Inspector" for verification.}

34. On December 21, 2007, I met Thomas Jacobs outside the closing room, and gave him Ricky Padgett's estimate for repairing the lights and he said, "I will take care of it.".. and put it in his pocket.

35. The estimate was \$10,000.00. {Exhibit 80 & Contact Orangeburg Heating & Air}

36. My husband told Ricky, if he could put back all the ceilings...and put back as many finished walls as possible for the \$10,000.00..., he could handle it from there.

37. Debra C. Galloway, (the closing attorney) asked me on December 21, 2007; "Is everything in agreement?" and, I said, "Yes". The verbal agreement was during the closing, the price was going to be reduced because no repairs were done, other than the minor repairs my husband did to make the place livable for a renting or lease agreement. {Exhibit 30}

38. After the introductions, Thomas Jacobs left the closing a few minutes later.

39. After Thomas Jacobs left, Debra C. Galloway said, "If all is in agreement.. sign here... and initial here", then she gave me more paperwork to sign and initial.

40. If I am recalling this accurately, because I was not looking at a clock and I do not wear a wrist watch, the closing was over in about 20 to 25 minutes.

41. When I got back to Orangeburg, I handed the unsigned copies of the mortgage documents to my husband and he was outraged.

42. He said, "You have been tricked; there is nothing in this paperwork that lowers the price of the house."

43. Then he asked, "How is this possible?" "These documents say Wells Fargo is the owner of the mortgage.... not Golden Gate."

44. He flipped through the paperwork for a name and number until he found a page with a number to call and he called it immediately.... but the line was busy.

45. Then he said, "There is no way Wells Fargo would have paid Thomas Jacobs \$75,000.00 for this dump, unless..... the appraisal....., we have got to get a copy of the appraisal."

46. Then he said. "Call the Player Law Firm and ask for Debra C. Galloway."

47. "She is the closing attorney; perhaps, she has a number to Wells Fargo. Ask her to call

Wells Fargo and tell them to put a stop payment on the check before this thing gets out of hand.”

48. My husband continued by saying, “Girl!! ...you have no idea how difficult... this is going to be... to get us out of this mess.... if we don’t stop this thing as quickly as possible.”

49. My husband called the number he had found every 30 minutes into evening and night and the line was still busy.

50. On Saturday morning, December 22, 2007, he said, “You know, when I was in the mortgage business, I always went in on Saturday mornings. Maybe someone works like I use to.... or maybe... an answering machine might be on.”

51. He called the number and an answering machine was left on. The message he left was, “Please call Dorothy Sistrunk right away, her loan is mired in fraud!...deceit!.. and deception!!

Aftermath – December 24, 2007 – January 12, 2008

52. During the morning of December 24, 2007, Kathryn R. Perkinson (WF00042) called, but I was not home.

53. My husband took the message and said to me, after returning home from work at the Wolf House, “Kathryn R. Perkinson called from Wells Fargo and she will call you back.”

54. Shortly after returning home, Kathryn R. Perkinson did call and I told her what had happened at the closing, Thomas Jacobs had lied and I wanted to cancel the loan immediately.

55. She said to me, “Try to work things out with the Seller - Thomas Jacobs... and if that cannot be done... fax any proof you have and a written notification to our office in Des Moines, Iowa that you want to cancel the loan.”

56. At no time during my conversation with Katherine R. Perkinson did she say, infer, allude to or make any statement that she would contact Wells Fargo in Iowa about the fraud, deceit and deception associated with the loan.

57. During the week of December 24, 2007, my husband called Thomas Jacobs’ cell phone everyday...but his mailbox was full.

58. Back in October of 2007, when my husband was cleaning up 423 Bayne Street to make it livable for renting, renting to own or leasing, {Exhibit 30} Thomas Jacobs had given him another number to a friend, that he (Thomas Jacobs) said, “Can always get in touch with me.”

59. Thomas Jacobs’ emergency number is 803-788-2880; if you look at Wells Fargo’s documents, this is the number to Golden Gate Mortgage. {WF00080 & WF00083}

60. My husband called the number and according to my husband, a man answered the phone

and identified himself as David Terrell.

61. According to my husband, David Terrell told him he would get in touch with Thomas and have this matter straightened out.

62. Thomas Jacobs never called or showed up.

63. During the same week of December 24, 2007, according to my husband, Mr. Trent Greene showed up to fix the roof. According to my husband, Mr. Greene told him he could wire the house and fix the plumbing for \$10,175.00. {Exhibit 81 – Dated: 12/27/07}

64. I also got in touch with Debra C. Galloway and told her to contact Wells Fargo so Wells Fargo can put a stop payment on the check because he lied, there is nothing in the closing papers that lowered the price of the house as agreed. {WF00001-WF00137}

65. Ms. Galloway said, “I cannot do that because of a conflict of interest.” {Exhibit 70}

66. During this same week; Kathryn R. Perkinson made a follow up call and gave my husband a phone number 1-866-879-1460 and a fax number 1-866-605-1447 to Wells Fargo in Des Moines, Iowa. {Exhibit 81}

67. Ms. Perkinson also gave him a new fax number – 1-919-784-9453 to reach her if we needed assistance with proper documentation.

68. On Thursday, December 27, 2007, I called Debra Galloway again about a copy of the appraisal and about finding a way to cancel the loan, however she still would not cooperate because of her supposed conflict of interest.

69. It was during this call on December 27, 2007 that my husband and Ms. Galloway got into a heated discussion about Regulation Z and loan Rescission.

70. My husband said, “If a loan can be cancelled for a violation under Regulation Z; surely a money purchase loan can be cancelled for fraud.” Ms. Galloway disagreed,

71. Following Ms. Perkinson advice, we continued contacting Thomas Jacobs with no success and my husband contacted Golden Gate Mortgage about the appraisal. On December 27, 2007, I faxed all concerned a memo, relative to Kathryn R. Perkinson’s advice about cancellation with the fax number 1-866-605-1447, just in case someone wanted to tell the truth. {Exhibit 81}

72. On Thursday, January 3, 2008, My husband called Golden Gate Mortgage again about a copy of the appraisal and I called Debra Galloway.

73. After hanging up with Debra Galloway, my husband said, “We should not be getting the run around about an appraisal that should have been at the closing or sent shortly after the

closing was over....there must be something wrong with that appraisal.”

74. On Monday, January 7, 2008, my husband said, “Use the number we got from Kathryn Perkinson 1-866-879-1460, call Wells Fargo, and see if they can fax us a copy of the appraisal.”

75. I called Wells Fargo Home Mortgage and asked them to fax me a copy of the appraisal and they did fax me a copy.

76. However, the appraisal was dark and virtually unreadable, because our fax machine needed a new drum; however, it was readable enough for me to see it was the wrong appraisal because my name was not on it as borrower. Thomas Jacobs was the borrower and Sistrunk was the property owner. {WF00014-WF00026}

77. After seeing the Appraisal, my husband said, “This is not only a fraud, it is an absolute scam.”

78. On Wednesday, January 9, 2008, I faxed a memo letter to Golden Gate Mortgage and Debra C. Galloway demanding the appraisal and the signed closing documents or I was going to sue. {Plaintiff's Exhibit 10, Defendant's Exhibit 2}

79. On Saturday, January 12, 2008 the closing documents arrived by UPS and FedEx, delivered an appraisal from Golden Gate Mortgage. {WF00014-WF00026}

Aftermath - January 14, 2008 – March 1, 2008

80. On Monday, January 14, 2008, I called Wells Fargo Home Mortgage (WFHM) and I said to the representative that answered the phone, “The appraisal you faxed me does not match the house and it is not even in my name. {WF00014-WF00026}

81. I said to the representative, “The appraisal has Jacobs as the borrower and Sistrunk as the property owner. I did not get the property until December 28, 2007.” {Exhibit 236}

82. I said, “The appraisal is falsified, filled with lies and it is a scam.” {WF00014-WF00026}

83. And I said, “The satisfaction completion certificate is an absolute lie.” {WF00022}

84. The representative told me someone would get back with me. However, no one did.

85. After hanging up the phone, my husband said, “No more phone calls...from now on... everything must be in writing....no one is going to believe you made phone calls unless they are taped..., and tapes can get lost..., erased... or doctored....everything from now on must be in writing.”

86. Then he said, “We are going to give David Terrell a little more time to contact Thomas

Jacobs, if the house is not fixed, we are cancelling this loan and getting out of this mess.”

87. Since Thomas Jacobs lied when he did not have to, my husband decided to investigate Thomas Jacobs; and after going to the City of Orangeburg’s Building Inspector, according to my husband, a building permit was issued a few years ago, but nothing since then.

88. According to my husband, he then asked about a building permit for Thomas Jacobs, and discovered no building permit was issued to Thomas Jacobs to do any repairs at 423 Bayne Street. **{Must call or visit City of Orangeburg Building Inspector for Verification}**

89. When he got back home, he said. “Not only did Thomas Jacobs lie and Lambright lied. The Appraiser lied too. We were scammed. No building material was ever at 423 Bayne Street and none could ever show up. Mr. Lambright could not legally do any major repairs without a building permit and Thomas Jacobs never had one.” **{See April Primrose - Neighbor}**

90. During the last week in January of 2008, I was home when my husband contacted South Carolina’s Department of Consumer Affairs (SCDCA) to see if Thomas Jacobs had a broker’s license or a loan originator’s license. **{Call for Verification}**

91. My husband said, “In South Carolina mortgage brokers and loan originators must be licensed... and if Thomas Jacobs did not have a license the loan was brokered illegally.”

92. SCDCA told my husband Thomas Jacobs was not a licensed broker or loan originator and if he is brokering home mortgage loans it is unlawful,.

93. All I know for a fact is the representative at SCDCA was telling us the truth because Section 40-58-20 – SC Code of Laws; subsections 23 and 40 says the following in pertinent parts...

(23) "Loan originator" means a natural person who, in exchange for compensation or gain or in the expectation of compensation or gain as an employee of a licensed mortgage broker, solicits, negotiates, accepts, or offers to accept applications for mortgage loans, including electronic applications, or includes direct contact with, or informing mortgage loan applicants of, the rates, terms, disclosures, and other aspects of the mortgage loan. The definition of "loan originator" does not include an exempt person described in item (16) of this section or a person solely involved in extensions of credit relating to timeshare plans, as that term is defined in Section 101(53D) of Title 11, United States Code. The definition of loan originator does not apply to an individual servicing a mortgage loan as that term is defined in this chapter until July 31, 2011, unless the United States Department of Housing and Urban Development or a court of competent jurisdiction determines before that time that those individuals servicing mortgage loans are "loan originators" as that term is defined in the SAFE Act pursuant to Section 1508 of Title V of The Housing and Economic Recovery Act of 2008, Public Law

110-289. Solely acquiring and reviewing a credit report does not constitute acting as a loan originator." 40) "Qualified loan originator" means a natural person who acts as a loan originator exclusively for a mortgage broker licensee and who is not an employee of the mortgage broker. Unless otherwise indicated, a qualified loan originator is subject to the requirements of a loan originator under this chapter.

94. On Monday February 4, 2008, when I returned from work, my husband said to me, "I called SCDCA again to see if Thomas Jacobs had a previous loan originator's license with Golden Gate Mortgage. He was never employed as a loan originator with Golden Gate Mortgage."

95. Based upon information and belief, All I can say is the unlawful activities of Thomas Jacobs, David Terrell, the apathy and the complicity of Wells Fargo's representatives I was talking to on the phone were violating Federal regulations under RESPA and TILA because Section 40-58-20 subsections 35-36 and subsection 38 says the following in pertinent parts....

(35) "RESPA" means the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and regulations adopted pursuant to it by the Department of Housing and Urban Development. (36) "Soliciting, processing, placing, or negotiating a mortgage loan" means, for compensation or gain or in the expectation of compensation or gain, either directly or indirectly, accepting or offering to accept an application for a mortgage loan, assisting or offering to assist in the processing of an application for a mortgage loan, soliciting or offering to solicit a mortgage loan, or negotiating or offering to negotiate the terms or conditions of a mortgage loan. ----(38) "TILA" means the Truth in Lending Act, 15 U.S.C. Section 1601 et seq. and regulations adopted pursuant to it by the Board of Governors of the Federal Reserve System."

96. On February 5, 2008 a fax came in from WFHM. It was another appraisal. This appraisal had me as borrower and Jacobs as the owner. {WF00001-WF00013} We now had two appraisals, both falsified {WF00001-WF00026} and both filled with lies... One {WF00014-WF00026} was not only falsified and filled with lies, it was also a forgery by substitution. The satisfaction completion certificates were absolute scams. {WF00009 & WF00022}

97. Based upon information obtained from Cornell University's Online Law Library, David Terrell, Thomas Jacobs, Jim H. Austin, III and Wells Fargo's personnel are complicit in violating 18 USC Sections 656, 1001, 1005, 1007, 1014 and 1344.

"(a) 18 USC § 656 clearly states in pertinent parts, "Whoever, being an officer, director, agent or employee of, or connected in any capacity with any Federal Reserve bank, member bank, depository institution holding company, national bank, insured bank, branch or agency of a foreign bank, or organization operating under section 25 or section 25(a) of the Federal Reserve Act, or a receiver of a

national bank, insured bank, branch, agency, or organization or any agent or employee of the receiver, or a Federal Reserve Agent, or an agent or employee of a Federal Reserve Agent or of the Board of Governors of the Federal Reserve System, embezzles, abstracts, purloins or willfully misapplies any of the moneys, funds or credits of such bank, branch, agency, or organization or holding company or any moneys, funds, assets or securities intrusted to the custody or care of such bank, branch, agency, or organization, or holding company or to the custody or care of any such agent, officer, director, employee or receiver, shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both; but if the amount embezzled, abstracted, purloined or misapplied does not exceed \$1,000, he shall be fined under this title or imprisoned not more than one year, or both."

(b) 18 USC § 1001(a) clearly states in pertinent parts, "Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully-- (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title or imprisoned not more than 5 years, or both. If the matter relates to an offense under 109A, 109B, 110, or 117, or section 1591, then the term of imprisonment imposed under this section shall not be more than 8 years."

98. On the same day, February 5, 2008, my husband took key pages from the appraisal and itemized the fraud, {Exhibits 8-14} while I began composing a letter to all concerned, Thomas Jacobs, Golden Gate Mortgage, Player Law Firm and WFHM. {Exhibit 4, the Plaintiff's Exhibit B}

99. Cornell University's Online Law Library states the following about 18 USC 1005 in pertinent parts...

"Whoever, being an officer, director, agent or employee of any Federal Reserve bank, member bank, depository institution holding company national bank, insured bank, branch or agency of a foreign bank, or organization operating under section 25 or section 25(a)(1) of the Federal Reserve Act, without authority from the directors of such bank, branch, agency, or organization or company, issues or puts in circulation any notes of such bank, branch, agency, or organization or company; or Whoever, without such authority, makes, draws, issues, puts forth, or assigns any certificate of deposit, draft, order, bill of exchange, acceptance, note, debenture, bond, or other obligation, or mortgage, judgment or decree; or Whoever makes any false entry in any book, report, or statement of such bank, company, branch, agency, or organization with intent to injure or defraud such bank, company, branch, agency, or organization, or any other company, body politic or corporate, or any individual person, or to deceive any officer of such bank, company, branch, agency, or organization, or the Comptroller of the

Currency, or the Federal Deposit Insurance Corporation, or any agent or examiner appointed to examine the affairs of such bank, company, branch, agency, or organization, or the Board of Governors of the Federal Reserve System;.....”

100. On February 6, 2008, I faxed my letter to all concerned. Since we were still following Kathryn R. Perkinson’s advice and giving David Terrell time to contact Thomas Jacobs, the letter was not as harsh as it could have been. {Exhibit 4, the Plaintiff’s Exhibit B}

101. Cornell University’s Online Law Library states the following about 18 USC 1007 in pertinent parts...

“Whoever, for the purpose of influencing in any way the action of the Federal Deposit Insurance Corporation, knowingly makes or invites reliance on a false, forged, or counterfeit statement, document, or thing shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both.”

102. On February 7, 2008, I received a fax from Golden Gate Mortgage in response to my fax memo of February 6, 2008.

103. In the fax, he (David Terrell) stated he was sorry for what happened and he took responsibility for the mortgage, he stated that he was the person that put me in touch with Wells Fargo and he was confused as to why I wanted to sue him. {Exhibit 37}

104. Naturally, I did not believe him, because Thomas Jacobs had Golden Gate’s paperwork and was not employed or licensed by David Terrell / Golden Gate Mortgage. {SCDCA}

105. In addition, I had learned; from reading Section 40-58-30 – SC Code of Laws, the following information relative to mortgage brokers and loan originators:

“(A) A person may not act as a mortgage broker in this State without first being licensed with the administrator. A person, required to be licensed pursuant to this chapter, may not do business without a license under any name or title, or circulate or use advertising, including electronic means, or make a representation or give information to any person, which indicates or reasonably implies activity within the scope of this chapter unless that person has a license. (B) It is unlawful for a person to employ, to compensate, or to appoint as its agent a loan originator unless the loan originator is licensed pursuant to this chapter. The license of a loan originator is not effective during any period when that person is not employed by a mortgage broker licensed pursuant to this chapter. When a loan originator ceases to be employed by a licensed mortgage broker, the loan originator and the mortgage broker by whom that person was employed shall notify promptly the administrator in writing....”

106. On Friday, February 8, 2008, my husband faxed the documented evidence of the fraud to WFHM . We were certain with the documented evidence of fraud... the loan would be cancelled. {Exhibits 8-14} That did not happen.

107. On Sunday, February 10, 2008, I went online to SCDCA's website and completed complaint forms against Debra C. Galloway, Jim H. Austin, III, David Terrell and Thomas Jacobs. {Exhibits 133, 134, 135 & 136}

108. On February 25, 2008, I received my first letter from Janet Frotscher dated, February 21, 2008 {WF00120} by this time I had documented evidence that David Terrell had submitted Thomas Jacobs' paperwork to Wells Fargo {WF00120, Page 1, Paragraph #5}; and Wells Fargo's personnel had full knowledge that Thomas Jacobs brokered the loan entirely by himself, and used the help of the broker and appraiser to defraud Wells Fargo Bank out of \$75,000.00 for a property that was not worth it...and Wells Fargo's personnel up to February 25, 2008 had done absolutely nothing . {Exhibits 4, 8-14, 30, 37, 43, 51-64, 68-70, 81, WF00120 & WF00121}

109. I called Wells Fargo immediately and put my husband on the phone. Contact the representative at WFHM that answered the phone on February 25, 2008 for more details. He said to the representative that answered the phone, "Golden Gate Mortgage did not broker any loan. If any brokering were done, it was done by Thomas Jacobs. We have not been to Millwood Avenue and no one from Golden Gate Mortgage has been to 423 Bayne Street. All I know...is Golden Gate Mortgage is suppose to be my wife's lender, and the company is a friend and business associate of Thomas Jacobs. {See Sentence #59, Page 6 & WF00080}

110. He continued by saying, "Thomas Jacobs gave my wife all the paperwork for the loan, not Golden Gate Mortgage. My wife went to the closing to have the price of 423 Bayne Street reduced because Thomas Jacobs did not do any repairs to 423 Bayne Street for a \$75,000.00" loan. In addition, he said, "Golden Gate Mortgage and Thomas Jacobs have scammed Wells Fargo and got us on the hook for \$75,000.00. We have to work together to stopped this thievery and put an end to this scam."

111. According to my husband, the representative said, "I cannot discuss the loan with you because your name is not on the contract. Someone will get in touch with her." No one did.

"18 U.S.C. 1014 clearly states in all pertinent parts..."Whoever knowingly makes any false statement or report, or willfully overvalues any land, property or security, for the purpose of influencing in any way the action of ----- a Federal Reserve bank ----, any institution the accounts of which are insured by the Federal Deposit Insurance Corporation, --- the Federal Deposit Insurance Corporation,----, upon any application, advance, discount, purchase, purchase agreement, repurchase agreement, commitment, loan, or the acceptance, release, or substitution of security therefor, shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both ----."

112. On February 25, 2008, after my husband's conversation with Wells Fargo, that repeated the information they had already received; as well as, the documented evidence of fraud, I began to write a letter to Janet Frotscher that my husband finished and signed because I was running late for work. The letter had the visual impact of truth, that I hoped would help her understand the seriousness of what she was doing after all the facts were know. {Exhibit 43}

113. Signed broker's agreement or no signed broker's agreement, Wells Fargo's personnel now had full knowledge, verifiable documentation and access to information; that..

- (a) Thomas Jacobs brokered the mortgage loan all by himself in violation of State and Federal law, with help from the broker, appraiser and Wells Fargo's employees.
- (b) The appraisals were falsified and forged and the satisfaction completion certificates were documentary scams.
- (c) The seller used paperwork from Golden Gate Mortgage with David Terrell's permission, approval and support.
- (d) David Terrell lied on the Uniform Residential Mortgage application because he never interviewed me.
- (e) I am an innocent victim of this scam and I am still doing everything within reason to stop it.
- (f) The closing attorney, Debra C. Galloway violated her professional code of ethics by knowingly aiding and abetting a criminal act after the facts were known and her complicity in that act by failing to follow the closing guidelines of the Player Law Firm and notifying Wells Fargo that there were serious allegations of fraud.
- (g) The biggest obstacle to overcome was the apathy, negligence and complicity of Wells Fargo's personnel.
- (h) Because of the apathy, negligence and complicity of Wells Fargo's Executive Resolution Team headed by Janet Frotscher, Thomas Jacobs successfully; at least up to now, was allowed to defraud and scam Wells Fargo Bank out of \$75,000.00 and put me on the hook for Wells Fargo's mistake. The key word is "ALLOWED".

114. On February 29, 2008, my husband faxed all the information we had discovered and requested the loan be cancelled because continued payments would make us a party to Insurance Fraud and we were not going to support Wells Fargo's complicity in the illegal activity of the seller, the broker and the appraiser. {Exhibit 51}

115. March 1, 2008 came and no word from Thomas Jacobs. At this time I abandoned Kathryn R. Perkinson's advice and decided to stop payments altogether until this matter could be resolved satisfactorily.

116. My husband said, "As long as we continue to make payments on the mortgage loan, we would be helping Wells Fargo perpetuate Thomas Jacobs' illegally brokered loan, his home

improvement and mortgage fraud and his illegal predatory lending scheme.”

117. On March 6, I faxed a letter to all concerned informing all the characters in the scheme of my decision not to perpetuate a fraud by continued payments. {Exhibit 52, Plaintiff's Exhibit D}

118. On or about April 14, 2008, I received a letter from Janet Frotscher dated April 10, 2008. She never mentioned my 03/06/2008 letter {WF00121}. Even more history is in my pleadings. Those pleadings are incorporated by reference as though fully set forth herein verbatim.

119. Ms. Weatherly is claiming she is the Vice President for Loan Documentation and she is competent to submit this affidavit. {See Support Affidavit Pg. 1, Sentence #1}

120. If Ms Weatherly is claiming; as part of her job responsibilities with Wells Fargo, include monitoring Wells Fargo's outstanding, mortgage-loan accounts, including the account of the defendant, Dorothy Sistrunk (Defendant), then Ms. Weatherly should have some familiarity with the preceding history of this account that has been outlined from page 1 to the present page in this Affidavit; as well as, knowledge of the supporting documentation currently on file in the Court of Common Pleas.

121. If no familiarity with the documented history of this account is shown in Ms Weatherly's support Affidavit, then... Ms. Weatherly is not qualified to render the truth, the undisputed facts and/or the material facts relative to this case.

122. Without acknowledgment, Ms. Weatherly is continuing to victimize me by making me responsible for Wells Fargo's negligence, apathy, errors in judgment and the complicity of Wells Fargo's personnel in the illegal brokering activity of the seller, with help from the appraiser and the broker.

RESPONSES AND/OR OBJECTIONS TO STATEMENTS IN AMANDA WEATHERLY'S AFFIDAVIT

1. **Response to Sentence #1:** I do not have sufficient knowledge or information to object or dispute this statement that Amanda Weatherly is Vice President Loan Documentation and she is over the age of eighteen or that she is competent to submit this affidavit. I accept the statement that the affidavit is being submitted under the penalty of perjury.

2. **Response to Sentence #2:** I do not have sufficient knowledge or information to object to or dispute Amanda Weatherly's statement that her job responsibilities with Wells Fargo include monitoring Wells Fargo's outstanding, mortgage-loan accounts, including the account of the defendant, Dorothy Sistrunk.

3. **Objection to Sentence #3:** I respectfully object to Ms. Weatherly's claim that the Defendant's mortgage-loan account with Wells Fargo is the product of a note (Note) and Mortgage (Mortgage) that Defendant signed on December 21, 2007. I also object and refute Ms. Weatherly statement that Wells Fargo is the original payee of the note. There is no payee original or otherwise on a mortgage note that was obtained in violation of Federal and State law. Any such note and mortgage is unenforceable.

"The general rule is that contracts for performance of illegal conduct are unenforceable and void. The Minnesota Court of Appeals addressed this, stating "the application of the doctrine of *in pari delicto* is appropriate for (1) preventing enforcement of a contract the performance of which is illegal." Brubaker v. Hi-Banks Resort Corp., 415 N.W.2d 680, 684 (Minn. App. 1987). The Supreme Court of Minnesota has held "anyone who engages in a fraudulent scheme forfeits all right to protection, either at law or in equity." State by Head v. AAMCO Automatic Transmissions, Inc., 293 Minn. 342, 347 (1972)."

4. The loan documents are the consummation of an illegal Predatory Lending Scheme, a Home Improvement and Mortgage Fraud and the underpinning for Insurance Fraud, Bank Fraud and Securities Fraud....and... I will not knowingly participate in a criminal scheme in any manner or form. {Amanda Weatherly's Exhibit 1 - WF00039-WF00060}

See HUD-Treasury National Predatory Lending Task Force, Joint Report: "Curbing Predatory Home Mortgage Lending" (2000). According to this report, predatory lending involves providing a borrower a loan with limited or no benefit, often characterized by high fees, that erodes the borrower's equity through (1) deception or fraud, (2) manipulating the borrower through aggressive sale tactics, or (3) taking unfair advantage of a borrower's lack of understanding of loan terms."

5. No where is written in the Plaintiff's note {WF00039} you are obligated even if illegally obtained with an unauthorized credit report {WF00066-WF00073} Verification and documentation of the broker's unauthorized access and use {WF00063-WF00064 & WF00074} and Wells Fargo's complicity and continued complicity after being duly notified. {WF00065}.

6. No where on the Plaintiff's Fixed-Rate Note does it state, "I Promise to Pay Even if Illegal In fact governing law and precedent support and uphold the opposite view. {UCC § 305(a)(1) & Section 36-3-305(a)(1) – SC Code of Laws}

"Generally, South Carolina Courts will not enforce contracts that are illegal or violate public policy. See White v. J.M. Brown Amusement Co., Inc., 360 S.C. 366, 371, 601 S.E.2d 342, 345 (2004) ("The general rule, well established in South Carolina, is that courts will not enforce a contract when the subject matter of the contract or an act required for performance violates public policy as expressed in constitutional provisions, statutory law, or judicial decisions."); see

also Beach Co. v. Twillman, Ltd., 351 S.C. 56, 64, 566 S.E.2d 863, 866 (Ct. App. 2002) (holding that illegal contracts are void and unenforceable, such that actions for its breach may not be maintained).”

7. **Objection to Sentence #4:** I respectfully object to Ms. Weatherly’s claim that Exhibit 1 is a true and accurate copy of the note. Based on prevailing law, no true and accurate copy of a note that is void *ab initio* can exist as a reality, actuality or fact, can be maintained in Wells Fargo’s business records.

8. **Objection to Sentence #5:** I respectfully object to Ms. Weatherly’s claim that Exhibit 2 is a true and accurate copy of the note. Based on prevailing law, no true and accurate copy of a Mortgage that is void *ab initio* can exist as a reality actuality or fact.

9. **Objection to Sentence #6:** I respectfully object to Ms. Weatherly’s claim that Wells Fargo is the holder of the Note and Mortgage.

Section 36-3-305 – SC Code of Laws states in pertinent parts...”(a) Except as otherwise provided in this section, the right to enforce the obligation of a party to pay an instrument is subject to the following: (1) a defense of the obligor based on (ii) ----- illegality of the transaction which, under other law, nullifies the obligation of the obligor, (iii) fraud that induced the obligor to sign the instrument with neither knowledge nor reasonable opportunity to learn of its character or its essential terms.....”

10. **Response to Sentence #7:** According to Ms. Weatherly’s claim that is based upon her review of Wells Fargo’s records for Defendant’s loan account, any outstanding balance is evidence of Wells Fargo’s complicity in the illegal brokering activity of the seller, with help from the broker and the appraiser.

11. **Objection to Sentence #8:** I respectfully object to Ms. Weatherly’s claim. An illegal loan transaction is unenforceable and cannot encumber real property. Guardian Agency v. Guardian Mut. Savings Bank, 227 Wis. 550, 279 NW 79 (1938). (Holding that, “The contract is void if it is only in part connected with the illegal transaction and the promise single or entire.”)

12. **Objection to Sentence #9:** I agree with Ms Weatherly’s statement that Elizabeth Scott Moise and James H. Burns are attorneys of record. However I object to the statement Burns and Moise are qualified to present facts and evidence in the above captioned case.

13. Neither Burns nor Moise is qualified to present any facts and/or evidence in the above captioned case because of their perpetration and perpetuation of the **Massive Filing Fraud** during the Stay/TRO, concealment of material facts, misrepresentation of material facts and filed outright lies about me in briefs filed in the Court of Common Pleas. {See Case Status Updates

from 2009 – 2011 & My Filed Responses}

14. Wells Fargo's loan #708-0174072777 never qualified for any modification . Wells Fargo never had a program, policy or procedure that can modify a fraudulent loan. This was admitted by Elizabeth Scott Moise. For almost two (2) years, Elizabeth Scott Moise and/or James H. Burns and/or Wells Fargo lied about this loan and they are still hiding the truth...now.

15. **I Reject Ms. Weatherly's Statement in Sentence #10:** No legitimate records can be kept or maintained on an illegal transaction that is void *ab initio*. Whatever records Wells Fargo is maintaining is in violation of Policy Statement 5000, that requires fraudulent loans to be charged off within 90 days of discovery. This verifies the complicity of Wells Fargo's employees in the illegal activities of the seller, with help from the broker and appraiser.

16. Ms. Weatherly has accurately described the two (2) payments I made as a "Good Will" gesture in order to encourage Wells Fargo to cancel the fraudulent mortgage and note and replace it with one that is based on accurate and verifiable information.

17. Wells Fargo refused to cooperate. Consequently, Wells Fargo's record accurately reflects that after the "Good Will" gesture, I cannot be accused of supporting Wells Fargo's illegally brokered loan that came into existence with an unauthorized credit report, a predatory lending scheme that is based upon the use and reliance on forged, altered and/or falsified documents and a home improvement and mortgage fraud that relies upon the same documents.

18. **I Reject Ms. Weatherly's Statement in Sentence #11:** Wells Fargo pays taxes because Wells Fargo's personnel told me to fax or mail all tax notices to Des Moines, Iowa and that is precisely what I have been doing. No escrow payments are required on an illegal loan transaction that should have been cancelled and charged off years ago. {FDIC Policy Statement 5000}

19. **I Reject Ms. Weatherly's Statement in Sentence #12:** There is no pay off due on an illegal loan obtained in violation of Federal and state law.

"Generally, South Carolina Courts will not enforce contracts that are illegal or violate public policy. See White v. J.M. Brown Amusement Co., Inc., 360 S.C. 366, 371, 601 S.E.2d 342, 345 (2004) ("The general rule, well established in South Carolina, is that courts will not enforce a contract when the subject matter of the contract or an act required for performance violates public policy as expressed in constitutional provisions, statutory law, or judicial decisions."); see also Beach Co. v. Twillman, Ltd., 351 S.C. 56, 64, 566 S.E.2d 863, 866 (Ct. App. 2002) (holding that illegal contracts are void and unenforceable, such that actions for its breach may not be maintained)."

20. **I Reject Ms. Weatherly's Statement in Sentence #13 and Subparts (a)–(e):** There is no principal amount due, accrued interest, escrow advances, recoverable corporate advances for inspection fees, or any other pro rata mortgage or any other charges or fees on a mortgage and note that was obtained in violation of State and Federal law. This is consistent with South Carolina law and precedent that clearly states without any ambiguity....

"no person is permitted to acquire a right of action from an unlawful act and that one who participates in an unlawful act cannot recover damages for the consequence of that act. See Jackson v. Bi-Lo Stores, Inc., 313 S.C. 272, 276-77, 437 S.E.2d 168, 170-71 (Ct. App. 1993) (applying this policy to a contract secured and maintained by bribery). "This rule applies at both law and in equity and whether the cause of action is in contract or in tort." Jackson, 313 S.C. at 276, 437 S.E.2d at 170.

21. **I Reject Ms. Weatherly's Statement in Sentence #13 and Subparts (a)–(e):** For the these additional reason based on my understanding of the precedent that was established and set forth in the following cases.

(a) "The contract is void if it is only in part connected with the illegal transaction and the promise single or entire." Guardian Agency v. Guardian Mut. Savings Bank, 227 Wis.550, 279 NW 79 (1938).

(b) "If any part of the consideration for a promise be illegal, or if there are several considerations for an un-severable promise one of which is illegal, the promise, whether written or oral, is wholly void, as it is impossible to say what part or which one of the considerations induced the promise." Menominee River Co. v. Augustus Spies L & C Co., 147 Wis. 559 at p. 572; 132 NW 1118 (1912).

(c)"Any conduct capable of being turned into a statement of fact is representation. There is no distinction between misrepresentations effected by words and misrepresentations effected by other acts." (The seller or lender) "He is liable, not upon any idea of benefit to himself, but because of his wrongful act and the consequent injury to the other party." Leonard v. Springer, 197 Ill 532. 64 NE 299 (1902).

(d) "It is not necessary for rescission of a contract that the party making the misrepresentation should have known that it was false, but recovery is allowed even though misrepresentation is innocently made, because it would be unjust to allow one who made false representations, even innocently, to retain the fruits of a bargain induced by such representations." Whipp v. Iverson, 43 Wis. 2d 166, 168 N.W.2d 201 (1969).

22. **I Reject Ms. Weatherly's Statement in Sentence #13 and Subparts (a)–(e):** for this reason, neither Janet Frotscher nor any other representative from Wells Fargo has ever revealed in any letter the subject matter of the correspondence or conversation they had with me or my

husband over the past five years. The subject matter of my conversations and correspondence should have been available to Ms. Weatherly. **{Exhibits 4, 8-14, 43 & 51-64}**.

23. Ms. Weatherly claims her job responsibilities with Wells Fargo include monitoring Wells Fargo's outstanding, mortgage-loan accounts, including the account of the defendant, Dorothy Sistrunk. **{Support Affidavit, Pg. 1, Sentence #2}**

24. If this were true, then Ms. Weatherly would have access to the representative that spoke with my husband on February 25, 2008. As well as access to any and all written correspondence. **{Exhibits 4, 8-14, 37, 43 & 51-64}**.

25. Therefore, Ms Weatherly, should know the customer – Dorothy Sistrunk says, "Golden Gate Mortgage did not broker the loan. Thomas Jacobs; an unlicensed individual, brokered the loan by himself and simply used Golden Gate Mortgage as a conduit **{February 25, 2008}**."

26. The customer also says, "David Terrell never interviewed her and he is a liar if he said he did **{WF00032, WF00035 & WF00038}**".

27. The broker agreement was part of a funding package for Golden Gate Mortgage to fund the loan..... not Wells Fargo. Neither David Terrell nor Thomas Jacobs informed me the loan was being brokered.. not funded." **{Affidavit of George Sistrunk & Conversation dated 02/25/2008}**

28. Furthermore, Ms Weatherly should know, David Terrell admits he was the individual that sent Thomas Jacobs mortgage paperwork to Wells Fargo **{Exhibit 37}**.

29. Janet Frotscher confirmed Golden Gate Mortgage submitted the paperwork in her letters dated February 21, 2008 and June 2, 2008. **{WF00120 & WF00125-WF00126}**

30. Ms. Weatherly should know the customer, Dorothy Sistrunk, notified Wells Fargo the loan was mired in fraud, deceit and deception on December 22, 2007. **{Taped on Answering Machine in Raleigh, North Carolina 12/22/2007}**

31. Ms Weatherly should know the closing attorney, Debra C. Galloway, refused to contact Wells Fargo to cancel the loan or to notify Wells Fargo of the fraudulent conduct of the Seller because of a supposed conflict of interest. **{Exhibits 68-70}**

33. Ms Weather should know the customer, Dorothy Sistrunk, has been telling Wells Fargo the appraisals are forged and falsified, **{WF00001-WF00026}** and the satisfaction completion certificates **{WF00009 & WF00022}** are absolute lies and documentary scams since January 14, 2008. **{Exhibits 4, 8-14, 37, 43 & 51-64}** Even my credit report was obtained without my knowledge or permission in violation of a Federal law. Wells Fargo has "Unclean Hands".

34. If Ms. Weatherly has done the monitoring she claims, then Ms Weatherly should know, that her statements in her support affidavit is additional verification of Wells Fargo's continued complicity in the illegal brokering activities of the seller. Wells Fargo is still perpetuating Thomas Jacobs' illegal predatory lending scheme and his illegal home improvement and mortgage fraud with help from the broker, appraiser and Wells Fargo's own employees.

35. **I Reject Ms. Weatherly's Statement in Sentence #13 and Subparts (a)–(e):** for these additional reasons. Janet Frotscher admitted in her letters dated February 21, 2008 and June 2, 2008 that Golden Gate Mortgage submitted Thomas Jacob's loan paper to Wells Fargo.

36. Ms. Weatherly should know from her claimed monitoring activities that Wells Fargo has known since February of 2008 that Thomas Jacobs brokered the loan and not Golden Gate Mortgage. Wells Fargo has known since February of 2008, that David Terrell lied and the appraiser lied. Ms. Weatherly should know the loan is an absolutely illegal transaction that was even obtained by using an unauthorized credit report. **{WF00066-WF00073 & This can be verified by looking at WF00063-WF00064, WF00065 and WF00074}**

37. Janet Frotscher refers to my correspondence in all her replies and this includes telephone conversations. **{WF00120, WF00121, WF00125-WF00126 & WF00130}**

38. With the legal resources available at Wells Fargo, Ms. Weatherly should know loan # 708-0174072777 is an unenforceable loan under Federal law and under South Carolina's Code of laws; especially, Sections 16-13-10 and 34-3-110 – SC Code of Laws.

(a) Section 16-13-10 – SC Code of Laws states in relevant parts.... “(A) It is unlawful for a person to: (1) falsely make, forge, or counterfeit; cause or procure to be falsely made, forged, or counterfeited; or wilfully act or assist in the false making, forging, or counterfeiting of any writing or instrument of writing; (2) utter or publish as true any false, forged, or counterfeited writing or instrument of writing; (3) falsely make, forge, counterfeit, alter, change, deface, or erase; or cause or procure to be falsely made, forged, counterfeited, altered, changed, defaced, or erased any record or plat of land; or (4) willingly act or assist in any of the premises, with an intention to defraud any person. (B) A person who violates the provisions of this section is guilty of a: (1) felony and, upon conviction, must be fined in the discretion of the court or imprisoned not more than ten years, or both, if the amount of the forgery is ten thousand dollars or more;”

(b) Section 34-3-110 – SC Code of Laws clearly states in relevant parts “(A) A person knowingly may not execute, or attempt to execute, a scheme or artifice to: (1) defraud a federally chartered or insured financial institution; or (2) obtain monies, funds, credits, assets, securities, or other property owned by or under the custody or control of a

federally chartered or insured financial institution by means of false or fraudulent pretenses representations, or promises. (B) A person who violates the provisions of subsection (A) is guilty of a felony and, upon conviction, must be fined not more than ten thousand dollars or imprisoned for not more than five years, or both." A "Falsely Certified" mortgage is a fraudulent pretense, misrepresentation of fact and a false security interest, thus defrauding the bank.

39. **I Reject Ms. Weatherly's Statement in Sentence #13 and Subparts (a)-(e):** for these final reasons. Based on Ms. Weatherly claims that she is the Vice President for Loan Documentation, Ms. Weatherly should know or have access to Janet Frotscher's letters. If the attorneys have copies of these letters, surely Ms. Weatherly, would have access to the entire file for documentary purposes. {WF00120, WF00121, WF00125-WF00126 & WF00130}

40. If the loan is an illegal transaction or a fraudulent loan, there is no debt to validate and the loan must be charged off within 90 days of discovery. {FDIC Policy Statement 5000}

41. Ms. Weatherly should also know, Janet Frotscher admitted in her letters the broker submitted the paperwork. {Exhibit 37, WF00120 & WF00125-WF00126}

42. With the legal resources available at Wells Fargo, Ms. Weatherly should know based on the document file available from her attorneys, Moise and Burns, with respect to Janet Frotscher's letters to me, that documents can only be submitted by mail, carrier or electronic media, i.e., fax machine, scanner, etc. , therefore, Ms Weatherly should be aware of the following United States Code. Surely, if I can find it and her attorneys can find it, Ms. Weatherly can find it also or have it researched by Wells Fargo's in-house legal department.

(a) 18 U.S.C. 1341 clearly states in pertinent parts..."Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, or to sell, dispose of, loan, exchange, alter, give away, distribute, supply, or furnish or procure for unlawful use any counterfeit or spurious coin, obligation, security, or other article, or anything represented to be or intimated or held out to be such counterfeit or spurious article, for the purpose of executing such scheme or artifice or attempting so to do, places in any post office or authorized depository for mail matter, any matter or thing whatever to be sent or delivered by the Postal Service, or deposits or causes to be deposited any matter or thing whatever to be sent or delivered by any private or commercial interstate carrier, or takes or receives therefrom, any such matter or thing, or knowingly causes to be delivered by mail or such carrier according to the direction thereon, or at the place at which it is directed to be delivered by the person to whom it is addressed, any such matter or thing, shall be fined under this title or imprisoned not more than 20 years, or both."

43. Surely, Ms Weatherly realizes, that once the tether to the broker was severed, no

legitimate brokered loan existed in reality, actuality or fact for loan #708-0174072777. Once my sworn testimony was received and filed in a Court of Law, my statements were no longer mere allegations. They must be considered by law and under the Rules of Civil Procedure as statements of fact and they must be treated as such by law enforcement and the Court.

44. A sworn statement or affidavit and/or declaration becomes admissible evidence; and eyewitness testimony; especially if, those sworn statements are never denied, refuted or objected to. Wells Fargo has never denied or refuted any sworn statement in 5 years.

45. Any denial at this point in time by any Wells Fargo representative, agent, officer and/or executive must be considered by the Court as false testimony to discredit me. Which would be difficult to do, because the remaining eyewitnesses are still available for any trial for additional verification.

46. In addition, it is now a matter of public record that Wells Fargo has been repeatedly fined and penalized for the same actions and violations I have been testifying to in all my pleadings and filed affidavits for over 5 years.

47. Consequently, based upon the facts and the law Wells Fargo has no legitimate right to relief. Accordingly, any loss Wells Fargo incurs or has already incurred is due to Wells Fargo's unlawful conduct, concealment of material facts, misrepresentation of material facts, failure to "Substantially Comply" with lawfully enacted statutes and regulations, violation of State and Federal laws and/or regulations, failure to mitigate losses by taking appropriate steps and actions, poor judgment, questionable banking practices, substandard performance and the unacceptable conduct, behavior and complicity as demonstrated by Wells Fargo's personnel. Therefore, Summary Judgment is appropriately denied and this case Dismissed with Prejudice and Punitive and Statutory Damages awarded to Dorothy Sistrunk the Defendant.

Signature of Affiant: Dorothy Sistrunk

SWORN to and subscribed before me;

This 17th day of July 2013

Notary Signature: Lillian D. Back

My Commission Expires
July 24, 2022

My Commission Expires on _____

Seal

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

Wells Fargo Bank, N. A.

Plaintiff,

Vs.

Dorothy Sistrunk;

Defendant.

) IN THE COURT OF COMMON PLEAS
) FIRST JUDICIAL CIRCUIT

) Civil Action No. 2008-CP-38-1024

) NOTICE OF TYPO ERRORS IN DOROTHY
) SISTRUNK' S REBUTTAL AND COUNTER
) AFFIDAVIT OF FACTS & TRUTH THAT
) REFUTES & OPPOSES THE AFFIDAVIT
) OF AMANDA WEATHERLY WELLS
) FARGO'S VICE PRESIDENT FOR LOAN
) DOCUMENTATION FOR WELLS FARGO
) BANK, N.A., IN SUPPORT OF WELLS FARGO'S
) MOTION FOR SUMMARY JUDGMENT.

) Date Filed: July 17, 2013
) Today's Date: July 22, 2013

[Page 1 of 23]

STATEMENT OF FACTS, TRUTH & A BRIEF HISTORY

The Unauthorized Credit Report {WF00063-WF00073}

**Wells Fargo's Mortgage Loan Was Brokered Entirely
By Thomas Jacobs and not By David Terrell / Golden Gate Mortgage**

[Page 4 of 23]

Reason for the Closing on December 21, 2007

Typo Error: Paragraph 25. Page 4 of 23: Change Universal to [Uniform]

Typo Error: Paragraph 26. Page 4 of 23: Change at to [during] in both phrases. **Note:** Even though Thomas Jacobs referenced the closing several times before leaving 423 Bayne Street, with phrases like; "Adjustments to the price will take place at the closing and/or "adjustments will be made during the closing", "the price will be lowered at the closing." His exact words while standing in the doorway were; "During the closing....the price will be lowered during the closing." He said "at the closing" before standing in the doorway. While standing in the doorway, with the signed paperwork from Golden Gate Mortgage in his hand, Thomas Jacobs exact words were ; "During the closing... the price will be lowered during the closing." So please change the words "at" to [during]. {Please Attach to my Affidavit filed on 07/17/2013.}

-1-

Wingina B. Clark
CLERK OF COURT
ORANGEBURG, SC

FILED FOR RECORD
WINNIE B. CLARK
CLERK OF COURT
ORANGEBURG, SC

2013 JUL 22 AM 8:33

Exhibit 253

[Page 6 of 23]

Aftermath – December 24, 2007 – January 12, 2008

Typo Error: Paragraph 56. Page 6 of 23: Change Katherine to [Kathryn]

[Page 8 of 23]

Aftermath - January 14, 2008 – March 1, 2008

[Page 14 of 23]

Typo Error: Paragraph 112. Page 14 of 23: Sentence #2, change know. to [known].

[Page 15 of 23]

**RÈSPONSES AND/OR OBJECTIONS TO
STATEMENTS IN AMANDA WEATHERLY'S AFFIDAVIT**

[Page 17 of 23]

Typo Error: Paragraph 8: Page 17 of 23: **Objection to Sentence #5:** Sentence #1, change note to [mortgage].

Note: It is difficult for a document's writer to detect typographical errors. Far too often, the writer sees the text as it should be and not as it actually is. Therefore, it may take several readings to find all the errors. If any more significant typo errors are found that change the meaning of a sentence, I will notify the court and the Plaintiff at once.

NOTIFICATION

A copy of the Defendant's Notice of Typo Errors in Defendant Dorothy Sistrunk's Rebuttal and Counter Affidavit of Facts & Truth that Refutes & Opposes the Affidavit of Amanda Weatherly Wells Fargo's Vice President for Loan Documentation for Wells Fargo Bank, N.A., in Support of Wells Fargo's Motion for Summary Judgment that has been filed with the Clerk of Court will be mailed to the following:

Nelson Mullins Riley & Scarborough, LLP

Elizabeth Scott Moise
SC Bar No. 012945
151 Meeting Street / Sixth Floor
Post Office Box 1806 (29402-1806)
Charleston, SC 29401 -2239
803-853-5200

James H. Burns
SC Bar No. 70313
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
(803) 799-2000

Attorneys for Wells Fargo Bank, N.A.

Signature of Affiant



Date: 7/22/13

STATE OF SOUTH CAROLINA)

COUNTY OF ORANGEBURG)

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT

Wells Fargo Bank, N.A.,)

Plaintiff,)

vs.)

Dorothy Sistrunk,)

Defendant.)

Civil Action No. 2008-CP-38-1024

AFFIDAVIT IN SUPPORT OF
WELLS FARGO'S MOTION FOR
SUMMARY JUDGMENT

*Verification of Wells Fargo maintaining
an illegal loan on the book*
5/23/2014
WD

PERSONALLY APPEARS BEFORE ME, Amanda Weatherly, the affiant, who
says as follows after first being duly sworn, states the following:

1. I am a Vice President Loan Documentation for Wells Fargo Bank, N.A.
(Wells Fargo), am over the age of eighteen years old, and am competent to submit this
affidavit. I submit this affidavit under penalties of perjury.
2. My job responsibilities with Wells Fargo include monitoring Wells
Fargo's outstanding, mortgage-loan accounts, including the account of the defendant,
Dorothy Sistrunk (Defendant).
3. Defendant's mortgage-loan account with Wells Fargo is the product of a
note (Note) and Mortgage (Mortgage) that Defendant signed on December 21, 2007.
Wells Fargo is the original payee of the Note.
4. A true and accurate copy of the Note, as maintained in Wells Fargo's
business records, is attached as Exhibit 1.
5. A true and accurate copy of the Mortgage, as maintained in Wells Fargo's
business records, is attached as Exhibit 2.

ATTEST: TRUE COPY
Wing B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

Page 1 of 3

Exhibit 343

7. Based upon my review of Wells Fargo's records for Defendant's mortgage-loan account, I am personally familiar with the payment history and outstanding balance due for the Note and Mortgage.

8. The Mortgage encumbers certain real property that is more fully described in the Mortgage and has a street address of 423 Bayne Street, Orangeburg, South Carolina (423 Bayne Street).

9. Elizabeth Scott Moïse and James H. Burns are attorneys of record for Wells Fargo and have authority to present the facts and evidence in the above-captioned case.

10. Wells Fargo's payment history records for the Note and Mortgage indicate that Defendant last remitted a payment on February 12, 2008 and that Defendant has not made any other payments since then.

11. Wells Fargo has had to pay escrow advances to cover amounts due for taxes and insurance for 423 Bayne Street.

12. Per the attached payoff statement, which is attached hereto as **Exhibit 3**, the outstanding balance for the Note and Mortgage, as of May 1, 2013 is One Hundred Sixteen Thousand Two Hundred Thirteen and 56/100 Dollars (\$116,213.56).

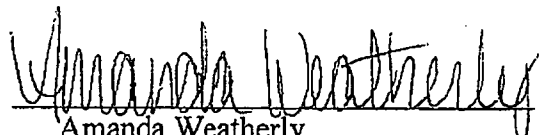
13. The outstanding balance is comprised of the following:

- (a) a principal amount of Seventy Four Thousand Nine Hundred Forty and 02/100 Dollars (\$74,940.02),
- (b) accrued interest in the amount of Twenty Eight Thousand Thirty-Two and 48/100 Dollars (\$28,032.48),

- (c) escrow advances, which includes amounts advanced for taxes and insurance, in the amount of Nine Thousand Nine Hundred Eighty-Seven and 16/100 Dollars (\$9,987.16);
- (d) recoverable corporate advances for inspection fees, attorney's fees and other recoverable amounts that total One Thousand Eight Hundred Thirty-Five and No/100 Dollars (\$1,835.00); and
- (e) pro rata mortgage insurance and other fees and charges, which include late charges, in the amount of One Thousand Four Hundred Eighteen and 90/100 Dollars (\$1,418.90).

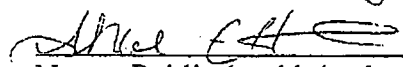
The applicable interest for the Note and Mortgage is 7.125%, and the per diem is Fourteen and 63/100 Dollars (\$14.63).

FURTHER AFFLIANT SAYETH NAUGHT.


Amanda Weatherly
Vice President Loan Documentation
Wells Fargo Bank, N.A
06/04/2013

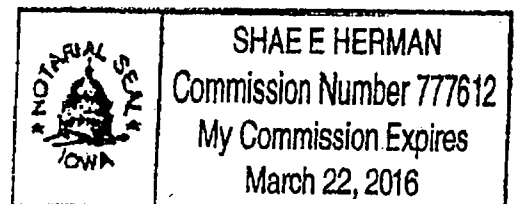
State of Iowa)
County of Dallas) ss.

Signed and sworn to (or affirmed) before me on June 4, 2013 (date)
by Amanda Weatherly (name[s] of person[s] making statement).

 (Signature)
Notary Public (or title/rank of other officer)

(Stamp or Seal)

Exhibit 343



STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

) IN THE COURT OF COMMON PLEAS
) FIRST JUDICIAL CIRCUIT
)

Wells Fargo Bank, N.A.,

) Civil Action Case No. 2008-CP-38-1024
)

Plaintiff,

) **DOROTHY SISTRUNK'S AFFIDAVIT**
) **OF FACTS & TRUTH REGARDING**
) **DEBRA C. GALLOWAY & STEPHANIE**
) **HAMMOND AT THE CLOSING ON**
) **DECEMBER 21, 2007 AT THE PLAYER**
) **LAW FIRM; 1415 BROAD RIVER RD**
) **COLUMBIA, SC 29210 & OTHER**
) **PERTINENT MATERIAL MATTERS**
) **TODAY'S DATE: MAY 28, 2014**

Vs.

Dorothy Sistrunk;

Defendant,

2014 MAY 28 PM 4:21

PERSONALLY, appeared before me Dorothy Sistrunk
in the State of South Carolina, in the County of Orangeburg and in the City of Orangeburg, and
presented to me an acceptable picture identification in the form of a State of South Carolina
driver's license with the number 008190796, being of full age, on
her oath, being **DULY SWORN**, and under the **PENALTY OF PERJURY**, deposes and swears
the following statements that are base on her personal knowledge of the events are true and.....
correct and as to matters based on information and/or belief, she believes them to be true. **To wit:**

DEBRA C. GALLOWAY a/k/a DEBRA GALLOWAY
WAS REPRESENTED AS AN ATTORNEY BY THOMAS
JACOBS a/k/a THOMAS D. JACOBS & DEBRA C. GALLOWAY a/k/a
DEBRA GALLOWAY REPRESENTED HERSELF AS AN ATTORNEY

1. I, Dorothy Sistrunk, who currently resides at 423 Bayne Street in Orangeburg, South Carolina; do solemnly swear before an authorized Administer of Oaths, and under the penalty of perjury all that will be stated herein is true and correct. As to matters based on my information or belief, I believe them to be true. On 12/21/07, Stephanie Hammond was never in my presence before or during the closing and did not witness me sign, certify or execute any documents.

2. **A Brief Historical Background:** Since no repairs were completed, I was not only led to believe... I was signing documents as a requirement so Golden Gate Mortgage could fund the loan, the signed documents would also have provisions to lower the price of 423 Bayne Street from \$75,000 to \$30,000. This provision is not in Wells Fargo's filed documents WF00001-137, that were received in October of 2008, or shortly thereafter.

3. You must ask my husband and Thomas Jacobs (*henceforth references to Thomas Jacobs will also mean a/k/a Thomas D. Jacobs*) how they arrived at the aforementioned sales price.

4. On December 21, 2007, since I did not know how much money Thomas Jacobs owed my husband for cleaning up and refurbishing 423 Bayne Street to make it livable and capable of being rented and/or sold, the closing price would also be reduced by this dollar amount.

5. The money he was owed covered the rent or lease [Filed Exhibit 30] or it could be used

-1 of 7-

Wingja B. Clark
CLERK OF COURT
ORANGEBURG

Exhibit 378

to pay any required down payment and/or any cash money needed to close. (Est. \$3,500 or more)

6. Since Debra C. Galloway (*henceforth references to Debra C. Galloway will also mean a/k/a Debra Galloway*) was in an office that was represented as belonging to the Player Law Firm, I had no reason not to believe she was, indeed, a licensed attorney.

7. Thomas Jacobs represented Debra C. Galloway as an attorney in his introduction. And..

8. Debra C. Galloway represented herself as an attorney.

9. Wells Fargo's attached Exhibits WF00089, WF00091, WF00093-WF00094, & WF00109 also represent Debra C. Galloway as an attorney with the Player Law Firm; as well as, my filed Exhibits 68-70.

10. I justifiably relied on and believed Debra C. Galloway was an attorney and followed her instructions. In addition, South Carolina's Supreme Court mandates all real estate closings must be supervised by an attorney.

State v. Buyers Serv. Co., 292 S.C. 426, 431-434, 357 S.E.2d 15, 18-19 (1987)(holding that a commercial title company's employment of attorneys to review mortgage loan closing documents did not save the company's preparation of those documents from constituting the unauthorized practice of law and that the closings should be conducted only under an attorney's supervision), modified by *Doe v. McMaster*, 355 S.C. 306, 585 S.E.2d 773 (2003); see also *Doe Law Firm v. Richardson*, 371 S.C. 14, 17, 636 S.E.2d 866, 868 (2006) (citing *Buyers and McMaster*) (clarifying that a lender may prepare legal documents for use in financing or refinancing a real property loan as long as an independent attorney reviews them and makes any corrections necessary to ensure their compliance with the law and reaffirming that mortgage loan closings should be conducted only under an attorney's supervision).

11. On December 21, 2007, after introductions; and a few minutes after the closing began, the Seller – Thomas Jacobs – got up and left without mentioning the loan was brokered.

12. After Thomas Jacobs left, attorney Galloway and I were the only people left in the room.

13. According to the **FBI's 2007 Financial Crime Report to the Public under Mortgage Fraud Indicators**; one of the features and indicators of a fraudulent mortgage scheme is.... #6 - **Requested to Sign Other Types of Blank Forms**. Attorney Debra C. Galloway had me sign and/or initial blank forms and/or pages. Since she was an attorney, I did as instructed.

14. Those December 21, 2007, signed blank and/or initialed forms and/or pages are now identified as Wells Fargo's documents WF00058, WF00060, WF00089, WF00091, WF00093-94, WF00097, & WF00101-102.

15. The December 21, 2007, blank documents Debra C. Galloway had me sign for the Player Law Firm are now identified as my filed Exhibits 68-69.

DEBRA C. GALLOWAY DID NOT REPRESENT HERSELF AS A NOTARY PUBLIC

16. On December 21, 2007, Debra C. Galloway did not represent herself as a Notary Public.

17. Thomas Jacobs did not represent Debra C. Galloway as a Notary Public.

18. Since December 21, 2007, Wells Fargo's attached documents WF00058, WF00060, WF00093, WF00097 & WF00101- 102 clearly represent Debra C. Galloway as a Notary Public.

19. Therefore, Debra C. Galloway's statement to the Commission on Lawyer Conduct that is dated February 14, 2008, [Exhibit 70] that she could not notify Wells Fargo about the misrepresentations of the Seller - Thomas Jacobs or Thomas Jacobs about his misrepresentations to me....because of a conflict of interest... is not entirely true. [See Attached Exhibit 348]
20. In her capacity as a Notary Public, Debra C. Galloway could have notified Wells Fargo to stop payment or cancel funding; as well as, notify Wells Fargo to contact me about the misrepresentations of the Seller - Thomas Jacobs. [See Attached Exhibit 348]
21. Debra C. Galloway's statement in Exhibit 70, in paragraph 1 on page 2, is also not entirely true. My husband actually said, "[I]f a loan can be rescinded under Regulation Z for violations, surely a money purchase loan can be rescinded for fraud." This is his entire statement, that she disagreed with. The possibility does exist that she did not hear the entire statement.
22. Debra C. Galloway's statement in Exhibit 70, in paragraph 2, on page 2, is another statement that is not entirely true. She left out a key part of what I actually said, "[T]he reason why you don't want to stop payment on the checks is because you will have to return the fee you were paid." The possibility does exist that she did not hear the entire statement.
23. Debra C. Galloway's remaining statements are self serving and protective and I cannot blame her for putting herself in the best possible light in her answers to the Commission on Lawyer Conduct.
24. Debra C. Galloway's statements in Exhibit 70, on page 3, are additional statements that are not entirely true. She knew my address was 423 Bayne Street because it is the property that was transferred.... and that is where I was staying at the time.....on... December 21, 2007.
25. The fax on February 6, 2008, to which she is referring in Exhibit 70, on page 3, was relative to the **in-your-face** falsifications on the #7-59 appraisal that I received from Golden Gate Mortgage on January 12, 2008 and from Wells Fargo on February 5, 2008 [WF00014-26] and the fraudulent misrepresentations that [Sistrunk] is the property owner on October 8th, 2007.... [The public records of Orangeburg County proves this is a LIE]....and the improvements that do not exist at 423 Bayne Street.... such as.. new kitchen appliances, security alarms, new fixtures, scuttle, patio, fresh paint, repairs, central air conditioning, working fireplace..... etc.
26. [Jacobs] is also the borrower on this 7-59 appraisal. [See attached Exhibits WF00015-16, WF00021-22 & WF00027 is the Proof this appraisal was ordered for Thomas Jacobs]
27. [WF00014-26] can be obtained from Wells Fargo, Nelson Mullins Riley & Scarborough, LLP or from the Clerk of Court in Orangeburg, South Carolina. [CA Case #2008-CP-38-1024]
28. Debra C. Galloway's statement in Exhibit 70, on page 3, verifies my statement of fact in my **Verified Pleadings** that no appraisal was at the closing for me to examine.
29. Debra C. Galloway's statement also verifies, the Seller's brokering documents were also not at the closing for me to review. Therefore, I could not have known the loan was brokered.
30. Not that it is legally required...., Debra C. Galloway did not mention or inform me that loan 0174072777 is brokered and not owner financed with his friends and business associates.
31. The only question Debra C. Galloway asked me was: "Is all in agreement?" and I said, "Yes." Then it was "Sign here."....."Initial here." Within 35 minutes or less...the closing was over.
32. In Exhibit 70, on page 3, is Debra C. Galloway's only true statement to the Commission on Lawyer Conduct. The final statement she refers to... is exactly what she did not do; as well as, violate the Player Law Firm's in-house procedures for closing residential mortgage loans. See the blank documents she had me sign, attached Exhibits 68-69 for verification and proof. Also notice, Debra C. Galloway did not provide me with a copy of her explanation to this accusation.

**STEPHANIE HAMMOND WAS NEVER IN MY PRESENCE AT THE
PLAYER LAWYER LAW FIRM, BEFORE, DURING OR AFTER THE CLOSING**

- 33. The Seller - Thomas Jacobs - did not introduce Stephanie Hammond to me on December 21, 2007.
- 34. The closing attorney - Debra C. Galloway - did not introduce Stephanie Hammond to me on December 21, 2007.
- 35. Stephanie Hammond did not introduce herself to me on December 21, 2007.
- 36. Stephanie Hammond was not in the room with Debra C. Galloway before, during or after the closing on December 21, 2007. She may have appeared after I left.
- 37. I do not recall any mirrors or two way mirrors in the office where the closing took place.
- 38. I do not recall any cameras in the office where the closing took place.
- 39. Debra C. Galloway did not request Stephanie Hammond's presence, before or during the closing while I was there.

**DEBRA C. GALLOWAY'S &
STEPHANIE HAMMOND'S FALSE CERTIFICATION**

- 40. South Carolina's Notary Public Reference Manual in chapter 2, on page 6, in paragraph #6, under **Notarize for absent people**; clearly states the following:

"[Y]our responsibility as a notary public is to verify that the signer of the document "personally appeared" before you and signed the document or acknowledged he / she signed the document." [See Attached Exhibits 346-348]

- 41. Stephanie Hammond LIED relative to WF00058.
- 42. Stephanie Hammond did not witness me sign any document accepting and agreeing to the terms and covenants contained in Wells Fargo's Security Instrument. WF00058 was not signed, sealed and delivered in the presence of S. Hammond and Debra C. Galloway. WF00058 is one of the blank documents Debra C. Galloway had me sign and initial.
- 43. Stephanie Hammond LIED relative to WF00060.
- 44. Stephanie Hammond did not see me or witness me sign and/or seal as my act or deed and/or deliver any written Mortgage to Wells Fargo or anyone else. WF00060 was not signed, sealed and delivered in the presence of S. Hammond and Debra C. Galloway. WF00060 is another blank document Debra C. Galloway had me initial.
- 45. Stephanie Hammond LIED relative to WF00097.
- 46. Stephanie Hammond did not see me or witness me sign, seal and as my act and deed deliver any written Mortgage to Wells Fargo or anyone else. WF00060 was not signed, sealed and delivered in the presence of S. Hammond and Debra C. Galloway. WF00097 is another blank document Debra C. Galloway had me initial.
- 47. Stephanie Hammond LIED relative to WF00058, WF00060 & WF00097.
- 48. Debra C. Galloway LIED and misrepresented material facts by notarizing a document on which and in which Stephanie Hammond LIED and Debra C. Galloway knows Stephanie Hammond LIED and Stephanie Hammonds knows Debra C. Galloway LIED. Both Hammond and Galloway participated in a fraudulent representation in violation of State and Federal Law.

WHEN DID I DISCOVER THE LOAN IS BROKERED & NOT OWNER FINANCED?

49. I discovered loan #0174072777 is a brokered loan on February 25, 2008. This is the same date my husband told Wells Fargo's representatives in Des Moines, Iowa... Thomas Jacobs brokered the loan by himself with help from the Broker and Appraiser. Thomas Jacobs used the loan paperwork of Golden Gate Mortgage / David Terrell and the Appraisal of Jim H. Austin, III.
50. After receiving the documented evidence verifying the 7-59 appraisal and satisfaction completion certificate were falsified.... Janet Frotscher's February 21st, 2008 letter arrived on February 25th, 2008. [See Attached Exhibit WF00120, paragraphs 1 and 5. & Exhibits 8-14]

**WHEN DID I DISCOVER THE
CONTRACT OF SALE WAS FORGED AND ALTERED?**

51. I discovered the Contract of Sale was forged and altered shortly after June 2, 2008.
52. After receiving the documentation that loan #0174072777 was procured by fraudulent means or suspected fraudulent means, Janet Frotscher sent me a letter that is dated June 2, 2008.
53. Fraudulent procurement was the conclusion of the supervisor at Wells Fargo's Loss Mitigation Department in Fort Mill, South Carolina in May of 2008.
54. This was also after my letters to her on February 29th, March 6th, and May 15th, 2008.
55. I was instructed by Loss Mitigation to refax or resend my request to cancel the loan and its mortgage and note.... along with the evidence of fraud... or suspected fraud... to a Wells Fargo Executive Resolution Team in Des Moines, Iowa. I resent the documentation as I was instructed and...., for reasons...heretofore... unknown...., I was routed back to Janet Frotscher.
56. In her letter dated June 2, 2008, Janet Frotscher told the Ultimate LIES that are the foundation of this foreclosure and the misrepresentations of Judge Diane Shafer Goodstein; as well as, attorneys Brian A. Calub, James H. Burns and Elizabeth Scott Moise. [See Attached Exhibits WF00125-126, page 1, paragraph 4] Burns, Moise, Calub and Goodstein have also created LIES and misrepresentations of their own. [See Attached Exhibits 255-342]
57. In Exhibit WF00126, on page 2, is a description of the documents that were sent with the letter. The forged and altered contract of sale was included in the package. [See Attached Exhibit WF00028-29 & Filed Exhibits 140-141 for Proof of forgery and alteration]
58. Janet Frotscher not only told the Ultimate LIES, [WF00125]... she also identified the contract of sale, the satisfaction completion certificate and the 7-59 appraisals as the documents Wells Fargo is using to support its fraudulent loan, mortgage and note... and its falsified value. In addition to using falsified documents, Wells Fargo also used an unauthorized credit report. [See WF00066-73 for Proof]

**WHEN DID I DISCOVER THE
UNAUTHORIZED USE OF MY CREDIT REPORT?**

59. The unauthorized credit report was discovered after Nelson Mullins Riley & Scarborough sent me, I should say... sent us..... WF00001-WF00137.... during October of 2008.
60. Wells Fargo was notified by phone and fax shortly thereafter. However, Wells Fargo's response about using my unauthorized credit report was extremely hostile. Someone even used a fax machine that could not be traced. No fax number or transmission information appeared on the message. It could be my fax machine cut the top and bottom off.
61. Since I cannot prove it came from Wells Fargo's office, the message is not a numbered exhibit. Wells Fargo's attorneys and Judge Goodstein know about the unauthorized use because they have access to True Attested Copies of every Verified Pleading and document I file in court.
62. The message was simple. DO NOT SEND US ANY MORE CORRESPONDENCE

ABOUT THIS. ALL CORRESPONDENCE HAS BEEN DESTROYED. ANY FUTURE CORRESPONDENCE WILL BE DESTROYED. The message was not signed or dated.

DO I HAVE ANY PERSONAL EVIDENCE AGAINST WELLS FARGO?

(Moise & Burns Did Not Realize Wells Fargo's Document Files, When Combined With My Personal Knowledge Verified The Fraud)

63. No. I have the personal knowledge to convict Wells Fargo, after all the facts were known. My hard evidence comes from Wells Fargo and Burns & Moise. The hard evidence is in Wells Fargo's document files. The same.. WF00001-137 document file... that Burns & Moise sent me.
64. Invariably what happened to Wells Fargo, rather than cancel the unlicensed Seller's illegal loan transaction, Wells Fargo tried to foreclose based on Janet Frotscher's Ultimate LIES.
65. The documents Burns and Moise filed in court to hurt me... are the same documents that helped me prove with clear and convincing evidence....the highest known legal standard... Wells Fargo knew. [WF00120-133] is the evidence of Wells Fargo's fraudulent concealment of facts.
66. The documents Wells Fargo's attorneys sent me verify the Seller's... Appraiser's... and the Broker's **Conspiracy to Defraud**. Wells Fargo's filed documents identified Wells Fargo's perpetuation and participation in the Unlicensed Seller's illegally brokered loan, his home improvement and mortgage fraud and the falsified documents that support them. [WF00001-13, WF00066-73 & WF00125-26] is the evidence Wells Fargo knew, participated and covered up.
67. The only appraisal David Terrell sends me is [WF00014-26] still dated October 8th & 9th, 2007. This is the only appraisal he has ever sent me and he incriminates himself by sending it it is ordered for Thomas Jacobs. [WF00027] Why would he do that if he had WF00001-13?
68. WF00001-13 comes from Wells Fargo and Wells Fargo is the only person that has ever sent me WF00001-13. The Appraiser, Jim H. Austin, III is the only person of record.. that is associated with all this fraud.. that is licensed to have the software that can duplicate 7-59.
69. After my call on 01/14/08, Wells Fargo knew the loan was dead without an appraisal with my name on it. 3 weeks is more than enough time to order... and receive.. the second appraisal.
70. Since Thomas Jacobs and Jim H. Austin, III never sent me an appraisal and David Terrell only sends WF00014-26, the evidence points to Wells Fargo as the person that ordered the second 7-59 appraisal... that is...the forgery by substitution..... because of my call on 01/14/08.

ADDITIONAL FRAUDS ASSOCIATED WITH LOAN #0174072777

71. **Fraud upon the Court** – false/scam affidavit - attorney Elizabeth S. Hodgson. [Exhibits 218 & 235] Misrepresentations of fact. – attorneys James H. Burns, Elizabeth Scott Moise, Brian A. Calub and Judge Diane Shafer Goodstein [See Exhibits 255 & 329-342 for Proof]
72. **The Massive Filing Fraud** – all case status updates during the Stay/TRO – attorneys James H. Burns & Elizabeth Scott Moise. [See Sample Exhibits 334-340 for Proof]
73. **Bank Fraud** – Wells Fargo – loan #0174072777 is an illegal loan transaction, based on an inflated property value, supported by falsified documents. [See WF0001-WF00038 for Proof]
74. **Securities Fraud** – Wells Fargo – any mortgage backed security with loan #0174072777 or the security instrument - [WF00039-60]. [See Exhibit 113; the Property is the Proof]
75. **Insurance Fraud** – Wells Fargo - any property insurance that uses the inflated value of 423 Bayne Street. [See Exhibit 113 – the Property is the Proof]
76. **Home Improvement Fraud** – Wells Fargo – at 423 Bayne Street, none of the improvements exist in actuality or fact. [WF00001-26 & See Exhibit 113 – the Property is the Proof]
77. **Mortgage Fraud** – Wells Fargo - any home value based upon falsified documentation. [WF00001-38, Exhibit 113 the Property is the Proof] and the FBI's definition of mortgage fraud.
78. **Notary Fraud** – The false certification of a mortgage by Galloway & Hammond.

[See attached Exhibits WF00058, WF00060 & WF00097 for Proof]

79. Appraisal Fraud – [WF0001-WF00026 - See Exhibit 113 – the Property is the Proof]
80. Contract Fraud & Forgery – [See WF00028-29 & Filed Exhibits 140-141 for Proof]
81. Mortgage Loan Fraud – Wells Fargo – high cost consumer loans or predatory lending is illegal in South Carolina – [See Sections 37-23-40(1)-(2) to 37-23-60 & Filed Exhibit 66 for Proof Wells Fargo's illegally brokered loan exceeds 50% of my gross income.]

Blacks Law Dictionary (Rev. 4th ed., 1968), pgs 788-789 defines Fraud in pertinent parts as.. "[A]n intentional perversion of truth for the purpose of inducing another in reliance upon it to part with some valuable thing belonging to him or to surrender a legal right; a false representation of a matter of fact, whether by words or by conduct, by false or misleading allegations, or by concealment of that which should have been disclosed, which deceives and is intended to deceive another so that he shall act upon it to his legal injury.. ... Any kind of artifice employed by one person to deceive another.... A generic term, embracing all multifarious means which human ingenuity can devise, and which are resorted to by one individual to get advantage over another by false suggestions or by suppression of truth, and includes all surprise, trick, cunning, dissembling, and any unfair way by which another is cheated." And includes anything calculated to deceive...."

CONSTITUTIONAL VIOLATIONS – ARE ALSO A 42 USC § 1983 LEGAL MATTER

82. On December 6, 2011, September 6, 2012 and on September 3, 2013, Judge Diane Shafer Goodstein refused to let my witness speak on my behalf. A Trial by Jury is necessary and needed to unravel all the fraud associated with Wells Fargo's loan...not a Partial Summary Judgment based on errors of fact and law...and... misrepresentations of material facts and law.

83. Judge Goodstein has ignored my demand for a Jury Trial since August 12, 2008. [See Attached Exhibit 341 for Proof] This also a Civil Rights matter pursuant to 42 USC § 1983.

After This, The Affiant Sayeth Naught

Affiant Signature: Dorothy Sistrunk

Printed Name of Affiant: Dorothy Sistrunk

SWORN to and personally subscribed before me;

This 28th day of May, 2014

Personally Known ☐ Produced Identification ☒

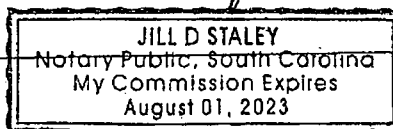
Type of Identification Produced: Driver License

If Driver's License, State: South Carolina

Driver's License Number: 008190796

Notary Signature: Jill D Staley

My Commission Expires on: _____



Seal

- / of / -

Exhibit 378

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

Wells Fargo Bank, N.A.,

Plaintiff,

Vs.

Dorothy Sistrunk;

Defendant,

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT

Civil Action Case No. 2008-CP-38-1024

GEORGE M. SISTRUNK'S AFFIDAVIT
REGARDING JUDGE DIANE SHAFER
GOODSTEIN'S REFUSAL TO LET ME
GIVE TESTIMONY & EVIDENCE THAT
REFUTES HER STATEMENTS, THE
STATEMENTS OF WELLS FARGO'S
ATTORNEYS, PERSONNEL & THEIR
MISREPRESENTATION OF FACTS
TODAY'S DATE: MAY 28, 2014

FILED
MAY 28 2014

PERSONALLY, appeared before me George Melion Sistrunk,
in the State of South Carolina, in the County of Orangeburg and in the City of Orangeburg, and
presented to me an acceptable picture identification in the form of a State of South Carolina
driver's license with the number 008400216, being of full age, on
his oath, being **DULY SWORN**, and under the **PENALTY OF PERJURY**, deposes and swears
the following statements that are base on his personal knowledge of the events are true..... and
correct and as to matters based on information and/or belief, he believes them to be true.. **To wit:**

1. I, George M. Sistrunk, who currently resides at 423 Bayne Street in Orangeburg, South
Carolina; do solemnly swear before an authorized Administer of Oaths, and under the penalty of
perjury that all that will be stated herein is true and correct. As to matters based on my
information or belief, I believe them to be true. Based upon what I have read, I believe the
following information relative to the United States Constitution and code is true:

(a) UNITED STATES CONSTITUTION - AMENDMENT V: states in pertinent
parts.. "[N]o person shall be..... deprived of life, liberty, or property, without due
process of law....;"

(b) UNITED STATES CONSTITUTION - AMENDMENT XIV: states in pertinent
parts.. "[A]ll persons born or naturalized in the United States, and subject to the
jurisdiction thereof, are citizens of the United States and of the state wherein they reside.
No state shall make or enforce any law which shall abridge the privileges or immunities
of citizens of the United States; nor shall any state deprive any person of life, liberty, or
property, without due process of law; nor deny to any person within its jurisdiction the
equal protection of the laws."

(c) *Re: The Civil Rights Act. 42 U.S.C.A. § 1983:* "[E]very person who, under color of
any statute, ordinance, regulation, custom, or usage, of any State or Territory, subjects or
causes to be subjected.....any citizen of the United States or other person within the juris-

ATTEST: TRUE COPY
CLERK OF COURT
ORANGEBURG COUNTY, SC

-1-

Exhibit 379

diction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress."

2. Based upon my information and belief, I believe the following provisions; in pertinent parts, in South Carolina's Constitution are true.

(a) STATE OF SOUTH CAROLINA CONSTITUTION – ARTICLE 1 - § 3: states in pertinent parts.. "[T]he privileges and immunities of citizens of this State and of the United States under this Constitution shall not be abridged, nor shall any person be deprived of life, liberty, or property without due process of law, nor shall any person be denied the equal protection of the laws."

(b) STATE OF SOUTH CAROLINA CONSTITUTION – ARTICLE 1 - § 14: states in pertinent parts.. "[T]he right of trial by jury shall be preserved inviolate. Any person charged with an offense shall enjoy the right to a speedy and public trial by an impartial jury; to be fully informed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have compulsory process for obtaining witnesses in his favor, and to be fully heard in his defense by himself or by his counsel or by both."

3. I have a right to give relevant testimony pursuant to *Rules 401, 402 & 601(a), SCRE*.

4. On December 6, 2011 during the hearing for attorney Brian A. Calub's Motion for Continuance and Scheduling Order, Judge Diane Shafer Goodstein would not allow me to give testimony that Wells Fargo and Nelson Mullins Riley & Scarborough, LLP did not substantially comply with Supreme Court Administrative Order 2009-05-22-01.

5. In addition to failed substantial compliance, attorneys Elizabeth Scott Moise and James H. Burns misrepresented material facts and just plain LIED through their teeth during the TRO.

BURNS & MOISE MASSIVE FILING FRAUD DURING THE STAY/TRO

6. At no time during the Stay/TRO...did any one at 423 Bayne Street refuse to speak with or to Wells Fargo or Wells Fargo's attorneys. I was home 24/7 recovering from an operation...that I am still recovering from after seven (7) years. [See Attached Exhibit 230]

7. At no time during the Stay/TRO was there any attempt by Wells Fargo or any attorney from Nelson Mullins Riley & Scarborough, LLP to contact my wife, (the Defendant) about modifying any loan, note or mortgage. This is an ABSOLUTE LIE, deliberately told.

8. The evidence that Wells Fargo and its attorneys James H. Burns and Elizabeth Scott Moise misrepresented facts that were material to complying with Administrative Order #2009-05-22-01 can easily be proven, by demanding the phone records, personnel name/s, date/s and time/s; as well as, documentation for methods, procedures, processes, qualifications and personnel responsible for determination and/or decisions relative to the HMP.

9. Judge Goodstein has never told us what she is really holding.. a hearing, a trial without a jury, who knows. Judge Goodstein has a duty and obligation to let us know the nature of her proceeding/s so we can rightly determine what she is deciding on and what we have do to prevent Wells Fargo and its attorneys from swindling and defrauding us out of money.

10. On September 6, 2012 during the hearing for attorney Brian A. Calub's Motion for Sanctions, Judge Diane Shafer Goodstein would not allow me to give testimony or present the evidence that clearly shows Wells Fargo not only knew loan #0174072777 was an illegally brokered loan, Wells Fargo actively participated in the Seller's, Appraiser's and Broker's **Conspiracy to Defraud**.

11. I was ushered out of the courtroom by the Security Guard for trying to help my wife, who is also the Defendant, remember the caption under which her Rule 41(b) Motion to Dismiss with Prejudice was filed. She never got the opportunity to introduce me to the Court as a witness because Judge Goodstein gave her 5 minutes to find her motion in her notebook.

12. The notebook was set up to object to attorney Calub's unreasonable subpoenas for document production Wells Fargo and Nelson Mullins Riley & Scarborough, LLP, already had, WF00001-WF00137. We got those documents from the law firm during late October or early November in 2008.

13. On September 3, 2013, during attorney James H. Burns' Motion for Summary Judgment, Judge Goodstein would not allow me to speak. I have testimony that not only refutes, it proves with documented evidence Wells Fargo and their attorneys Burns and Moise have LIED, misrepresented facts or however it is described in legal language.

THE EVIDENCE OF WELLS FARGO'S OWN SCHEME TO DEFRAUD

14. The evidence clearly shows, Wells Fargo ordered the second 7-59 appraisal, WF00001-WF00013, after my wife, (the Defendant) called them on January 14, 2008.

15. The first appraisal Wells Fargo sent us that is identified as WF00014-26, was too dark to read. However, you could still make out [Sistrunk] as the property owner and [Jacobs] as the [borrower] on October 8, 2007. [See Attached Exhibits WF00015-16, 21-22 & WF00027]

16. The 7-59 appraisal Golden Gate Mortgage / David Terrell sent us had the same information. On October 8, 2007 [Sistrunk is the property owner] and [Jacobs is the borrower].

17. The second 7-59 appraisal Wells Fargo sent us (replacing the 7-59 appraisal that was too dark to read because of a drum problem) also had the same information. [Sistrunk] is the property owner and [Jacobs] is the borrower on October 8, 2007.

18. We told no one else prior to February 5, 2008, about this. Wells Fargo was the only person or entity that knew. After my wife's (the Defendant's) call on 1/14/08, Wells Fargo sent us another 7-59 appraisal on February 5, 2008 that we still have. This appraisal is now identified as WF00001-13 and I sent it back to Wells Fargo as Exhibits 8-14 around 2/7 or 8/2008.

19. Wells Fargo's second 7-59 appraisal is a forgery by substitution. [WF00001-13]

20. Wells Fargo's personnel made a number of critical mistakes when they ordered it:

- (a) Wells Fargo's personnel forgot to change the falsified information on it.
- (b) Wells Fargo's personnel forgot to change the month, date and year.
- (c) Wells Fargo's personnel forgot to check with Orangeburg County's public records.
Sistrunk was not the property owner on October 8, 2007.
- (d) Wells Fargo's own closing documents prove this is not true and a falsification.

(e) Wells Fargo's personnel forgot to get an invoice for it. And...

(f) Wells Fargo's personnel did not realize 7-59 is the file number Jim H. Austin, III assigned to Thomas Jacobs. [See Attached Exhibit WF00027]

21. Wells Fargo is this perpetrator of the forgery by substitution. The evidence also shows it was ordered directly or indirectly from the Appraiser, Jim H. Austin, III, as a replacement.

22. Jim H. Austin, III, is the only licensed appraiser affiliated with this fraud with the software that can duplicate Thomas Jacobs' 7-59 account number and file number.

23. A new or different appraisal would have to be performed for any new or different customer; along with a new invoice, a change in the month, date and year...and account number.

24. **Proof** - There is no invoice for WF00001-13 in Wells Fargo's filed documents.

25. David Terrell has never sent us WF00001-13.

26. Thomas Jacobs and Jim H. Austin, III, have never sent us an appraisal.... and have never given us one.

27. Wells Fargo's scheme to perpetuate the Seller's Broker's and Appraiser's original **Conspiracy to Defraud**, evolved into its own separate scheme to Defraud based on the use of its own falsified and forged documents. [WF00001-13 & WF00029]

THE HARD EVIDENCE WELLS FARGO FORGED THE SALES CONTRACT

28. No one has presented Thomas Jacobs' original sales contract that left 423 Bayne Street on November 26, 2007. The original does not have an "AS IS CLAUSE".

29. Any good copying machine can add an "AS IS CLAUSE" to an original document and the only person or people that would know it was added are the people that were present when it was signed.

30. Thomas Jacobs never returned to give us a copy of the Contract of Sale.

31. We did not see a Contract of Sale again until June of 2008, when Janet Frotscher sent us two. [See Attached Exhibits WF00028-29 & 140-141]

32. Nelson Mullins Riley & Scarborough, LLP and/or Burns and/or Moise also sent us attached exhibits 140-141. This is the proof that Wells Fargo altered and forged Thomas Jacobs bogus Contract of Sale.

33. Wells Fargo's Contract of Sale, WF00028-29 has an "AS IS CLAUSE" and so does attached exhibits 140-141 - proof Wells Fargo altered and forged the document.

34. Not only does Wells Fargo not have a copy of the original sales contract, Wells Fargo also altered and forged my wife's (the Defendant's) initials to its modification or alteration.

35. A Seller, Broker and Appraiser cannot market loans to Fannie Mae. Banks and lenders can do that. Wells Fargo altered the Contract of Sale to meet Fannie Mae's requirements for purchase and/or government backing.

36. Before my injury and operation [Attached Exhibit 230], both Fannie Mae and Freddie Mac offered a basic 5% down mortgage. The FHA's main product required just 3.5% down. And, via the VA and USDA, qualifying home buyers could buy with no down payment at all.

37. At the time, there was another low-down payment program that only a few lenders could

market. It was known as the Conventional 97.

38. The LTV (loan-to-value) Conventional 97 was a Fannie Mae-backed product that allowed for a 3 % down payment. [Note the 3% mark down on WF00029 that is absent on 141]

39. The 3 % down is based on the lower of the home's appraised value or purchase price.

40. Very few people; if any, outside of Banking and Finance, knew about this program and as stated in #37, only a few select banks could market it.

41. Before my injury, I was a mobile home salesman that specialized in land home packages. I learned about Conventional 97, while earning my loan originator's designation at Orangeburg Mortgage Services, Inc., as a sales and marketing consultant. [See Attached exhibit 350]

42. The evidence shows Wells Fargo's personnel forged my wife's initials, modified and altered the Sales Contract to meet Fannie Mae's purchasing guidelines or requirements.

WELLS FARGO'S KNOWINGLY PERPETUATED THE CONSPIRACY TO DEFRAUD BY USING THE UNAUTHORIZED CREDIT REPORT

43. Over the years, I have pulled hundreds of credit reports. Every credit report has to be signed either on the day of....or... no less than 30 days before... or I could not submit it to reputable lender. There are reasons for this.

44. Using an unauthorized report is a violation of *15 USC § 1681n(a)* and a report more than 30 days old has no real lendable value. Wells Fargo's underwriters know this as well as I do.

45. Wells Fargo's Exhibits WF00065-73, proves Wells Fargo's personnel knew the credit report was unauthorized and too old.. and they used it anyway on 12/04/07 [See Attached Exhibit WF00065 for Proof]. There is no signed authorization dated 10/03/2007...and no signed authorization dated less than 30 days before 10/03/2007. [See Wells Fargo's document files for Proof]

46. Any credit report with no signed authorization is a red flag that the report was done without authorization. [See Attached Exhibit WF00074 for Proof that 11/26/2007 is beyond 10/03/2007 and search Wells Fargo's document file for written authorization on 10/03/2007]

47. When I was in the industry, such a report could not be used and had to be destroyed. It does not meet the 30 days or less requirement for lendable value.

48. Nelson Mullins & Riley & Scarborough, LLP is a major law firm.... they can check my affidavit for proof that my knowledge might be dated, but it is accurate information based on industry usage and knowledge up until I left the industry in 2003.

49. Even if a customer had his/her own report, I still had to have a signed authorization from the customer dated the same day before I could send it to a lender...and the report could not be more than 30 days old from the day the loan paperwork was received by the lender. [See WF00030-31 for Proof that the report is more than 30 days old from the date received] October 3rd, 2007 [WF00066] is more than 30 days from December 4th, 2007 [WF00065]

50. Back in the day, when I was pulling and sending credit reports to lenders, a signed authorization had to accompany the report or the underwriter/s would not use it. Not only is Wells Fargo's report unauthorized, it has no lendable value for lending purposes by any Industry standard or any lendable value for any reputable residential mortgage lender.

51. Wells Fargo's underwriters deliberately ignored federal regulations and Golden Gate Mortgage's fraudulent representations and used the report anyway.

JUDGE GOODESTEIN'S FABRICATIONS ARE AN ABUSE OF HER IMMUNITY

52. You won't find my testimony in any of Judge Goodstein's transcripts. Call it what you will, intrinsic, extrinsic, or constructive fraud, misrepresentation of material facts, or whatever legal terminologies exist to describe tortious behavior and/or malfeasance, the bottom line is Judge Goodstein in plain and simple English ABSOLUTELY LIED on her Court Orders. Judicial immunity does not protect lying judges.

53. False assertions in court documents is defined as **perjury** by Blacks Law Dictionary. **Perjury** is a criminal act. Judicial immunity ends when a law is broken. Based upon information I have read, I believe the following information is true:

(a) *Blacks Law Dictionary* (Rev. 4th ed. 1968), pg 1071, defines **LIE**, as.. "[A]n untruth deliberately told; the uttering or acting of that which is false for the purpose of deceiving; [an] intentional misstatement. *Brothers v. Brothers*, 208 Ala. 258, 94 So. 175, 177." [Brackets added]

(b) § 16-9-10- *SC Code of Laws* clearly states in pertinent parts... "[A](1) It is unlawful for a person to wilfully give false, misleading, or incomplete testimony under oath in any court of record, judicial, administrative, or regulatory proceeding in this State. (2) It is unlawful for a person to wilfully give false, misleading, or incomplete information on a document, record, report, or form required by the laws of this State. (B)(1) A person who violates the provisions of subsection (A)(1) is guilty of a felony and, upon conviction, must be fined in the discretion of the court or imprisoned not more than five years, or both. (2) A person who violates the provisions of subsection (A)(2) is guilty of a misdemeanor and, upon conviction, must be imprisoned not more than six months or fined not less than one hundred dollars, or both. (C) A person may be convicted under this section if he induces, procures, or persuades another person to commit perjury or if he commits perjury by his own act, consent, or agreement."

(c) *Black's Law Dictionary* (2nd ed. 1910), pg 893, defines **Perjury** in pertinent parts as follows: "[I]n criminal law. The willful assertion as to a matter of fact, opinion, belief, or knowledge, made by a witness in a judicial proceeding as part of his evidence, either upon oath or in any form allowed by law to be substituted for an oath, whether such evidence is given in open court, or in an affidavit, or otherwise, such assertion being known to such witness to be false, and being intended by him to mislead the court, jury, or person holding the proceeding."

54. Judge Goodstein is not only a state appointed witness and adjudicator to C.A. Case # 2008-CP-38-1024, she is also; by law, a "finder of fact" or trier of fact". When the "finder of fact" or "trier of fact" is the one telling the LIES and/or misrepresenting facts, (the judge) the judicial process has degenerated into a **Kangaroo Court**. This can easily be proven by having hidden and unknown cameras in Goodstein's courtroom relative to this case.

55. Having observers would put her on notice and thus, her behavior might improve during

sessions. However, this would not be a deterrence to her **Dishonesty** and/or misrepresenting facts, unless the observer is with her while she is writing up the court order. Based on information I have read, I believe the following information is true:

(a) *Blacks Law Dictionary* (Rev. 4th ed. 1968) pg 1152, defines **Misrepresentation** in pertinent parts as.. "[A]ny manifestation by words or other conduct by one person to another that, under the circumstances, amounts to an assertion not in accordance with the facts. *A. P. Landis, Inc., v. Mellinger*, 116 Pa.Super. 167, 175 A. 745, 746. An untrue statement of fact. An incorrect or false representation. That which, if accepted, leads the mind to an apprehension of a condition other and different from that which exists. Colloquially it is understood to mean a statement made to deceive or mislead. *Haigh v. White Way Laundry Co.*, 164 Iowa 143, 145 N.W. 473, 474, 50 L.R.A.,N.S., 1091; *Zackwik v. Hanover Fire Ins. Co.*, Mo. App., 225 S.W. 135, 138.

(b) "[A] fact is 'material' if a dispute over it might affect the outcome of a suit under the governing law;" *Holcomb v. Powell*, 433 F.3d at 895 (quoting *Anderson v. Liberty Lobby, Inc.*, 477 U.S. at 248). [A]n issue is "genuine" if the evidence is such that a reasonable factfinder could return a verdict for the nonmoving party. See *Anderson v. Liberty Lobby, Inc.*, 477 U.S. at 248; *Holcomb v. Powell*, 433 F.3d at 895. *Spence v. Wingate*, 395 S.C. 148, 156, 716 S.E.2d 920, 925 (2011) ("[I]n determining whether any triable issues of fact exist, the trial court must view the evidence and all reasonable inferences that may be drawn therefrom in the light most favorable to the party opposing the motion.") *Arnold v. Arnold*, 285 S.C. 296, 328 S.E.2d 924 (Ct. App. 1985) ("[w]herein the court of appeals accepted verified pleadings as evidence.")

(c) *Black's Law Dictionary*, (2nd ed. 1910) pg 277, defines "**Corruption**" in pertinent parts as, "[I]llegality; a vicious and fraudulent intention to evade the prohibitions of the law. The act of an official or fiduciary person who unlawfully and wrongfully uses his station or character to procure some benefit for himself or for another person, contrary to duty and the rights of others.

(d) *Black's Law Dictionary* (2nd ed. 1910), pg 1172, defines **Trial** in pertinent parts as the following; "[T]he examination before a competent tribunal, according to the law of the land, of the facts or law put in issue in a cause, for the purpose of determining such issue. A trial is the judicial examination of the Issues between the parties, whether they be issues of law or of fact."

(e) *Black's Law Dictionary* (5th ed. 1979) pg 780, defines a **Kangaroo Court** as the following: "[T]erm descriptive of a sham legal proceeding in which a person's rights are totally disregarded and in which the result is a foregone conclusion because of the bias of the court.."

THE COURT'S ACCEPTANCE OF JANET FROTSCHER'S MISREPRESENTATIONS OF FACTS AND OUTRIGHT LIES

56. Judge Goodstein has dutifully ignored or prevented the presentation of my evidence or testimony that is detrimental to Wells Fargo and/or Burns and Moise. Besides her misrepresentation of facts, Judge Goodstein has dutifully ignored Janet Frotscher's misrepresentations and OUTRIGHT LIES that are the foundation of this case.

57. By not allowing my testimony on the record, Wells Fargo's attorneys can continue with their misrepresentation of material facts that there is no evidence of fraud by Wells Fargo. [Review sentences #14-51] and.....Wells Fargo did not know and did not participate.

A. Wells Fargo knew from the beginning.....loan #0174072777 was mired in fraud, deceit....., and deception.

58. **Background:** I called Wells Fargo myself on December 22, 2007 and left a message on Wells Fargo's answering machine in Raleigh, North Carolina that my wife's (the Defendant's) loan is mired in fraud, deceit and deception.

59. Wells Fargo has never denied receiving this call. If they did, it would be a lie anyway, because the message was taped.

60. The taped message would verify my sworn statement of fact.

61. On Monday, December 24, 2007, Kathryn R. Perkinson returned the call and I told her the loan was mired in fraud, deceit and deception.

62. On the same day, my wife (the Defendant) also called Ms. Perkinson, but she was out.

63. Ms. Perkinson called back later in the day. Since I was standing there... in my wife's (the Defendant's) conversation with Kathryn R. Perkinson..... she was again told about the seller's misrepresentations.

64. Kathryn R. Perkinson advised my wife (the Defendant) to work things out with the seller; and if that could not be done, to fax or send her request to cancel the loan along with any evidence of the fraud to Wells Fargo.

65. Believe it or not, if Thomas Jacobs had fixed the plumbing and the lights, we would have been happy customers. But.... he did not.

66. On December 24, 2007, we did not have any physical or documentary evidence.

67. Let me also put this in the record. Thomas Jacobs never verbally agreed to lowering the price.. to the... \$30,000.00... we had discussed in the driveway on 11/26/2007. He only said, "[T]he price will be lowered during the closing".... when he was leaving.

68. If Thomas Jacobs had lowered the price from \$75,000.00 to \$74,999.99, we would not have a legitimate complaint. He only stated he would lower it, not by how much.

69. The \$30,000.00 comes from his verbal agreement that \$30,000.00 was a fair price, since no repairs were completed.

70. Since I had specialized in land home transactions as a mobile home salesman, out of habit, I instinctively separated the house from the land. The lot's value is approximately \$15,000.00 and the house's value in its condition on 11/26/2007 was approximately \$15,000.00. That's how I arrived at the \$30,000.00 price that Thomas Jacobs said was fair.

71. Thomas Jacobs had also verbally agreed, if I could clean up 423 Bayne Street and make it livable and rentable, it would cover 6 months of rent or lease payments. $\$595.00 \times 6 = \$3,570.00$. [See Attached Exhibit 30 for Proof that $6 \times \$595.00$ will equal \$3570.00]

72. Additional information relative to this incident from the end of September 2007 to December 21, 2007 can be found in my Affidavit, dated: August 15, 2012.

73. The evidence that I succeeded in cleaning up 423 Bayne Street and making it livable is

the undeniable fact 423 Bayne Street is where we have been staying since November of 2007.

74. On 12/21/2007, I realized the key to this entire debacle is the appraisal.

75. Being a land home specialist, I knew Wells Fargo would not have paid Thomas Jacobs \$75,000.00 for 423 Bayne Street without an appraisal.

76. On Monday, January 7, 2008, I told my wife (the Defendant) to use the number we had gotten from Kathryn R. Perkinson... 1-866-879-1460... and call Wells Fargo to see if they could fax us a copy of the appraisal.

77. Shortly after the call, Wells Fargo Home Mortgage faxed us a copy of a 7-59 appraisal.

78. The faxed appraisal was dark and virtually unreadable. Our fax machine needed a new drum at the time; however, it was readable enough for both of us to see some relevant information. This is the WF00014-26 appraisal I discussed in sentences #14-27; that has Thomas Jacobs as the [borrower] and [Sistrunk] as the property owner.

79. After seeing the Appraisal, I said, "This is not only a fraud, it is an absolute scam."

80. On Wednesday, January 9, 2008, my wife, (the Defendant) faxed a memo letter to Golden Gate Mortgage and Debra C. Galloway demanding the appraisal and the signed closing documents or she was going to sue. {See Filed Exhibit 2}

81. On Saturday, January 12, 2008 the closing documents arrived by UPS and..... FedEx, delivered an appraisal from Golden Gate Mortgage. On Monday, January 14, 2008, my wife (the Defendant) called Wells Fargo Home Mortgage (hereafter WFHM) and told the representative that answered the phone, "The appraisal you faxed me does not match the house and it is not even in my name."

82. My wife (the Defendant) told the representative, "The appraisal has [Jacobs] as the borrower and [Sistrunk] as the property owner. I did not get the property until December 28, 2007." She also said, "The appraisal is falsified, filled with lies and it is a scam."

83. And she said, "The satisfaction completion certificate is an absolute lie." [WF00022]

84. The representative told her someone would get back with her. However, no one did.

85. After hanging up the phone, I said, "No more phone calls...from now on... everything must be in writing....no one is going to believe you made phone calls unless they are taped..., and tapes can get lost..., erased... or doctored....everything from now on must be in writing."

86. After the call, I said, "We are going to give David Terrell a little more time to contact Thomas Jacobs, if the house is not fixed, we are cancelling this loan and getting out of this mess." On 12/21/2007... I also told her, "[y]ou have no idea how difficult it is going to be to get us out of this mess."

87. Since Thomas Jacobs lied when he did not have to, I decided to investigate Thomas Jacobs. After going to the City of Orangeburg's Building Inspector, I discovered no building permit was issued for any repairs. One was issued a few years ago, but nothing since then.

88. I asked the building inspector about a building permit for Thomas Jacobs, and discovered no building permit was issued to Thomas Jacobs to do any repairs at 423 Bayne Street.

89. When I got back home, I told my wife (the Defendant) "Not only did Thomas Jacobs lie and Lambright lied. The Appraiser lied too. We were scammed. No building material was ever at 423 Bayne Street and none could ever show up. Mr. Lambright could not legally do any major

repairs without a building permit and Thomas Jacobs never had one.”

90. During the last week in January of 2008, I contacted South Carolina’s Department of Consumer Affairs (hereafter SCDCA) to see if Thomas Jacobs had a broker’s license or a loan originator’s license.

91. I told my wife (the Defendant) “In South Carolina, mortgage brokers and loan originators must be licensed... and if Thomas Jacobs did not have a license the loan was brokered illegally.”

92. SCDCA told me “Thomas Jacobs is not a licensed broker or loan originator and if he is brokering home mortgage loans it is unlawful.”

93. Based upon what I have read, I believe the following information; in pertinent parts, relative to *Section 40-58-30(A) & (B) – SC Code of Laws* is true:

(a) *40-58-30(A)* – clearly states in pertinent parts.. “[A] person may not act as a mortgage broker in this State without first being licensed with the administrator. A person, required to be licensed pursuant to this chapter, may not do business without a license under any name or title, or circulate or use advertising, including electronic means, or make a representation or give information to any person, which indicates or reasonably implies activity within the scope of this chapter unless that person has a license.” **[Thomas Jacobs did not meet the requirements.]**

(b) *40-58-30(B)* – clearly states in pertinent parts .. “[I]t is unlawful for a person to employ, to compensate, or to appoint as its agent a loan originator unless the loan originator is licensed pursuant to this chapter. The license of a loan originator is not effective during any period when that person is not employed by a mortgage broker licensed pursuant to this chapter. When a loan originator ceases to be employed by a licensed mortgage broker, the loan originator and the mortgage broker by whom that person was employed shall notify promptly the administrator in writing. The mortgage broker's notice must include a statement of the specific reason or reasons for the termination of the loan originator's employment.”

94. On Monday February 4, 2008, when my wife (the Defendant) returned from work, I told her that.. “I called SCDCA again to see if Thomas Jacobs had a previous loan originator’s license with Golden Gate Mortgage. He was never employed as a loan originator with Golden Gate Mortgage.”

95. Based upon what I have read, I believe the following information relative to *Section 40-58-20 (35)-(36) and (38) – SC Code of Laws*; in pertinent parts, is true:

(35) "RESPA" means the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and regulations adopted pursuant to it by the Department of Housing and Urban Development. (36) "[S]oliciting, processing, placing, or negotiating a mortgage loan" means, for compensation or gain or in the expectation of compensation or gain, either directly or indirectly, accepting or offering to accept an application for a mortgage loan, assisting or offering to assist in the processing of an application for a mortgage loan, soliciting or offering to solicit a mortgage loan, or negotiating or offering to negotiate the terms or conditions of a mortgage loan. ----(38) "TILA" means the Truth in Lending Act, 15 U.S.C. Section 1601 et seq. and regulations adopted pursuant to it by the Board of Governors of the Federal Reserve System.”

96. On February 5, 2008 a fax came in from WFHM. It was another appraisal. This appraisal had my wife (the Defendant) [Sistrunk] as borrower and [Jacobs] as the owner. We now had two appraisals, both falsified and both filled with lies... One was not only falsified and filled with lies, it was also a forgery by substitution. Since no one else has ever sent us WF00001-13, this forgery by substitution was ordered for Wells Fargo...and by Wells Fargo. Wells Fargo's... WF00002... satisfaction completion certificate is still an absolute scam. This appraisal was ordered and sent to us after my wife's (the Defendant's) call on 01/14/2008.

B. Janet Frotscher's Misrepresentation of facts and Big Lie.

97. Based upon what I have read, I believe the following information; in pertinent parts, relative to 18 USC § 656 and 18 USC § 1001(a) is true:

(a) 18 USC § 656 clearly states in pertinent parts, "Whoever, being an officer, director, agent or employee of, or connected in any capacity with any Federal Reserve bank, member bank, depository institution holding company, national bank, insured bank, branch or agency of a foreign bank, or organization operating under section 25 or section 25(a) of the Federal Reserve Act, or a receiver of a national bank, insured bank, branch, agency, or organization or any agent or employee of the receiver, or a Federal Reserve Agent, or an agent or employee of a Federal Reserve Agent or of the Board of Governors of the Federal Reserve System, embezzles, abstracts, purloins or willfully misapplies any of the moneys, funds or credits of such bank, branch, agency, or organization or holding company or any moneys, funds, assets or securities intrusted to the custody or care of such bank, branch, agency, or organization, or holding company or to the custody or care of any such agent, officer, director, employee or receiver, shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both; but if the amount embezzled, abstracted, purloined or misapplied does not exceed \$1,000, he shall be fined under this title or imprisoned not more than one year, or both."

(b) 18 USC § 1001(a) clearly states in pertinent parts, "Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully--
(1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact;
(2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title or imprisoned not more than 5 years, or both. If the matter relates to an offense under 109A, 109B, 110, or 117, or section 1591, then the term of imprisonment imposed under this section shall not be more than 8 years."

98. On the same day, February 5, 2008, I took key pages from the appraisal and itemized the fraud. [Filed Exhibits 8-14 – the Proof – this 7-59 appraisal is a forgery by substitution]

99. Based upon what I have read, I believe the following information, in pertinent parts, relative to 18 USC § 1005 and 18 USC § 1007 is true:

(a) 18 USC § 1005 "Whoever, being an officer, director, agent or employee of any Federal Reserve bank, member bank, depository institution holding company national

bank, insured bank, branch or agency of a foreign bank, or organization operating under section 25 or section 25(a)(1) of the Federal Reserve Act, without authority from the directors of such bank, branch, agency, or organization or company, issues or puts in circulation any notes of such bank, branch, agency, or organization or company; or Whoever, without such authority, makes, draws, issues, puts forth, or assigns any certificate of deposit, draft, order, bill of exchange, acceptance, note, debenture, bond, or other obligation, or mortgage, judgment or decree; or Whoever makes any false entry in any book, report, or statement of such bank, company, branch, agency, or organization with intent to injure or defraud such bank, company, branch, agency, or organization, or any other company, body politic or corporate, or any individual person, or to deceive any officer of such bank, company, branch, agency, or organization, or the Comptroller of the Currency, or the Federal Deposit Insurance Corporation, or any agent or examiner appointed to examine the affairs of such bank, company, branch, agency, or organization, or the Board of Governors of the Federal Reserve System;.....”

(b) 18 USC § 1007 “Whoever, for the purpose of influencing in any way the action of the Federal Deposit Insurance Corporation, knowingly makes or invites reliance on a false, forged, or counterfeit statement, document, or thing shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both.”

100. On February 25, 2008, we received our first letter from Janet Frotscher dated, February 21, 2008 [See Attached Exhibit WF00120] By this time we had documented evidence that David Terrell had submitted Thomas Jacobs’ paperwork to Wells Fargo [WF00120, Page 1, Paragraph #5]; and Wells Fargo’s personnel had full knowledge that Thomas Jacobs brokered the loan entirely by himself, and used the help of the Broker and Appraiser to defraud Wells Fargo Bank out of \$75,000.00 for a property that was not worth it...and Wells Fargo’s personnel up to February 25, 2008 had done absolutely nothing about.

101. After receiving the letter, my wife (the Defendant) called Wells Fargo immediately and put me on the phone. Sometimes calls like the one made on 02/25/2008 are taped. I told the representative that answered the phone, “Golden Gate Mortgage did not broker any loan. If any brokering were done, it was done by Thomas Jacobs. We have not been to Millwood Avenue and no one from Golden Gate Mortgage has been to 423 Bayne Street. All I know...is Golden Gate Mortgage is suppose to be my wife’s lender, and the company is a friend and business associate of Thomas Jacobs.”

102. I continued by saying, “Thomas Jacobs gave my wife all the paperwork for the loan, not Golden Gate Mortgage. My wife went to the closing to have the price of 423 Bayne Street reduced because Thomas Jacobs did not do any repairs to 423 Bayne Street for a \$75,000.00 loan. Golden Gate Mortgage and Thomas Jacobs have scammed Wells Fargo and got us on the hook for \$75,000.00. We have to work together to stopped this thievery and put an end to this scam.”

103. The representative told me, “I cannot discuss the loan with you because your name is not on the contract. Someone will get in touch with her.” No one did.

104. Based upon what I have read, I believe the information, in pertinent parts, relative to 18 USC § 1014 is true:

18 USC § 1014, "Whoever knowingly makes any false statement or report, or willfully overvalues any land, property or security, for the purpose of influencing in any way the action of ---- a Federal Reserve bank ----, any institution the accounts of which are insured by the Federal Deposit Insurance Corporation, --- the Federal Deposit Insurance Corporation,-----, upon any application, advance, discount, purchase, purchase agreement, repurchase agreement, commitment, loan, or the acceptance, release, or substitution of security therefor, shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both ----."

105. By February 29, 2008, Wells Fargo's personnel had full knowledge, verifiable documentation and access to information; that..

- (a) Thomas Jacobs brokered the mortgage loan all by himself in violation of State and Federal law, with help from the broker, appraiser and Wells Fargo's employees.
- (b) The appraisals were falsified and forged and the satisfaction completion certificates were documentary scams.
- (c) The seller used paperwork from Golden Gate Mortgage with David Terrell's permission, approval and support; otherwise, the seller would not have them.
- (d) David Terrell lied on the Uniform Residential Mortgage Application because he did not interviewed my wife (the Defendant) on 11/26/2007.
- (e) My wife (the Defendant) and I are innocent victims of a scam and we have done everything within reason to stop it and bring the perpetrators to justice.
- (f) The closing attorney, Debra C. Galloway violated her professional code of ethics by knowingly aiding and abetting a criminal act after the facts were known and her **complicity** in that act by failing to follow the closing guidelines of the Player Law Firm, notifying Wells Fargo that there were serious allegations of fraud and Debra Galloway committed her own **Notary Fraud** with Stephanie Hammond.
- (g) The biggest obstacle to overcome was the apathy, negligence and **complicity** of Wells Fargo's personnel.
- (h) Because of the apathy, negligence and **complicity** of Wells Fargo's Executive Resolution Team headed by Janet Frotscher, Thomas Jacobs successfully; at least up to now, was allowed to defraud and scam Wells Fargo Bank out of \$75,000.00 and put us on the hook for Wells Fargo's mistake. The key word is **Allowed**."

106. I gave David Terrell until March 1, 2008 to have Thomas Jacobs straighten this mess out in accordance with Kathryn R. Perkinson's advice. I made the decision to stop payments altogether until Wells Fargo initiated meaningful action to resolve this matter satisfactorily.

107. As long as we continued making payments on the mortgage, we would be helping Wells Fargo perpetuate Thomas Jacobs' illegally brokered loan, his home improvement and mortgage fraud and his illegal predatory lending scheme that involved Wells Fargo's acceptance, approval, funding, using and relying upon falsified documents.

108. In May of 2008, Wells Fargo's Loss Mitigation Department in Fort Mill, South Carolina told my wife (the Defendant) to send or fax her request to cancel loan #0174072777 along with the evidence of fraud or suspected fraud back to Des Moines, Iowa to an Executive Resolution Team. Instead of closure and ending this fraud, fate sent us right back to Janet Frotscher.

109. Janet Frotscher's **Big Lie**...and she knows it is a **Big Lie** (because of all the letters, faxes correspondence, court pleadings and phone calls) is: Golden Mortgage is your broker.

(a) Neither Janet Frotscher, Burns and Moise, Brian A. Calub, Elizabeth S. Hodgson or anyone else has presented any evidence that David Terrell or an authorized representative from Golden Gate Mortgage offered the application for acceptance as required by RESPA and South Carolina law and not Thomas Jacobs...who did the offering and acceptance on 11/26/2007.

(b) Neither Janet Frotscher, Burns and Moise, Brian A. Calub Elizabeth S. Hodgson or anyone else has presented any evidence that David Terrell or an authorized representative from Golden Gate Mortgage has presented any evidence of phone conversations, letters, office visits, personal visits, emails or any other documentation that David Terrell is not a conduit for the illegal brokering activities of the seller -Thomas Jacobs - who used Golden Gate Mortgage's paperwork on 11/26/07.

(c) Neither Janet Frotscher, Burns and Moise, Brian A. Calub, Elizabeth S. Hodgson or anyone else has presented any evidence that Thomas Jacobs did not broker loan 0174072777 by himself with Golden Gate Mortgage's paperwork and Jim H. Austin, III's 7-59 appraisal.

(d) **The FBI says using an inflated appraisal is illegal.** Neither Janet Frotscher, Burns and Moise, Brian A. Calub, Elizabeth S. Hodgson or anyone else has presented any evidence that Wells Fargo appraisals, satisfaction completion certificates and/or any other supporting documents upon which value rely are not falsified.

(d) **The FBI says using falsified documents to support mortgages is illegal.** Neither Janet Frotscher, Burns and Moise, Brian A. Calub or Elizabeth S. Hodgson and/or anyone else has presented any evidence that Wells Fargo appraisals, satisfaction completion certificates are not falsified.

(e) **The FBI says intentional misstatements and misrepresentations by other interested parties relied upon by a lender or underwriter is indicative of Mortgage Fraud.** "[M]ortgage Fraud is defined as the intentional misstatement, misrepresentation, or omission by an applicant or other interested parties, relied on by a lender or underwriter to provide funding for, to purchase, or to insure a mortgage loan." **The Broker, Appraiser and the Seller meet the definition of other interested parties.**

(f) **18 USC § 1001(a) clearly states in pertinent parts,** "[w]hoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully--(1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title or imprisoned not more than 5 years, or both." **Wells Fargo has been notified about its false writings for almost 6 years.**

(g) **18 USC § 1014, says...**"Whoever knowingly makes any false statement or report, or willfully overvalues any land, property or security, for the purpose of influencing in any way the action of ---- a Federal Reserve bank ----, any institution the accounts of which

are insured by the Federal Deposit Insurance Corporation, --- the Federal Deposit Insurance Corporation,-----, upon any application, advance, discount, purchase, purchase agreement, repurchase agreement, commitment, loan, or the acceptance, release, or substitution of security therefor, shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both ----." **A falsified appraisal is a willful overvalue of property- Wells Fargo's own forgery by substitution is WF00001-13.**

(h) 18 USC § 1007 says... "Whoever, for the purpose of influencing in any way the action of the Federal Deposit Insurance Corporation, knowingly makes or invites reliance on a false, forged, or counterfeit statement, document, or thing shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both." **Wells Fargo's security instrument is a false statement based on falsified and inflated value.**

110. Therefore, Janet Frotscher's assertions are a **Big Lie** because she was duly notified and had access to authorities and information that proves by clear and convincing evidence -- the highest legal standard - an Unlicensed Seller -- Thomas Jacobs brokered the loan.

111. Janet Frotscher's **Big Lie** that Golden Gate Mortgage is the broker after all the facts were known is not supported and cannot be supported by the facts or the evidence. Simply ask the Broker / David Terrell....how did he get loan submission paperwork if he never knew of..., met., contacted., or interviewed... Dorothy Sistrunk?

112. In addition, since mortgage loan 0174072777 is not brokered pursuant to South Carolina or federal law, it is an illegal loan transaction and it is immaterial whether it is signed or not or Wells Fargo knew and participated or not. The falsified value, based on falsified documentation nullifies it.... pursuant to all known legal precedents; as well as, federal and state law.

113. There is no evidence in the records of South Carolina's General Assembly, that Judge Goodstein and attorneys James H. Burns and Elizabeth Scott Moise have been authorized to misrepresent material facts, LIE with immunity and impunity, violate their oath of office, violate judicial and Lawyer Codes of Conduct, violate South Carolina's and the United States Constitutional provisions for fair and impartial legal proceedings, suspend laws governing predatory lending, the licensing requirements for mortgage brokers and/or loan originators and suspend the reporting requirements for America's Banks and the reporting requirements of the Securities and Exchange Commission, in order to foreclose on an old house on 423 Bayne St..

C. Janet Frotscher's Ultimate Lies and misrepresentation of facts.

114. Janet Frotscher's **Ultimate Lies** are on page 1, paragraph #4 in her letter dated June 2, 2008:

- (a) My wife (the Defendant) met the appraiser on September 14, 2007.
- (b) My wife (the Defendant) met the appraiser and showed him invoices for the plumbing, electrical and work that had been performed on the seals.
- (c) The appraiser indicated that work covered by the invoices appear to have been completed.

115. Janet Frotscher made the statements identified in sentence #114 with absolutely no evidence or proof and without presenting any evidence that she was at 423 Bayne Street.

116. These are same **Ultimate Lies** that have sustained the Seller's, Broker's and Appraiser's **Conspiracy to Defraud** because not one word in paragraph #4 is true. The following is **Proof**.

(a) Find any document filed by Wells Fargo, Elizabeth Scott Moise, James H. Burns, Brian A. Calub and/or Elizabeth S. Hodgson; in which, Janet Frotscher specifically states..... she was present at 423 Bayne Street on September 14, 2007.

(b) Find any document filed by Wells Fargo, Elizabeth Scott Moise, James H. Burns, Brian A. Calub and/or Elizabeth S. Hodgson; in which, Janet Frotscher specifically states.... she knows my wife (the Defendant) personally and can identify her as the person showing invoices to the appraiser.

(c) Find any document filed by Wells Fargo or any attorney associated with this case, that presented the evidence of before and after pictures that verified the work was completed that Janet Frotscher referred to...as being completed in her June 2, 2008 letter.

(d) Find any report in the records of this case that has been filed that states Well Fargo's personnel are functionally illiterate and could not read my wife's (the Defendant's) faxes, letters and /or her Verified Pleadings that have been filed in this action for almost 6 years. Therefore, they can be exonerated for not knowing the value of their loan, note and mortgage is falsified and cannot be substantiated legally.

(e) Find any report in the records of this case that has been filed by any attorney and/or Wells Fargo's Executive Resolution Team that did the inspection to verify Janet Frotscher's statements are true and accurate.

(f) Janet Frotscher's **Ultimate Lies** and accusations that were told deliberately and in spite of all the letters and documents she received and acknowledged receiving are the foundation of every LIE told in this legal proceeding, including the false affidavit of Elizabeth S. Hodgson and the Affidavit of Amanda Weatherly that verified Wells Fargo maintained an illegal loan transaction on its books, after all the facts were known.

D. Janet Frotscher's fraudulent concealment.

117. Janet Frotscher was legally and morally bound to disclose to SCDCA that she had received information from the customer that the supporting documents for loan #0174072777 were falsified and the Seller brokered the loan and not Golden Gate mortgage...and she did not.

118. Janet Frotscher was legally bound to report to her superiors that she had no evidence the Broker actually brokered the loan and the signed documents may have come into existence due to fraudulent inducements by the seller....and she did not.

119. Janet Frotscher was legally and morally bound to disclose to OCC that she had received information from the customer that the supporting documents for loan #0174072777 were falsified and the Seller brokered the loan and not Golden Gate mortgage.....and she did not.

120. Janet Frotscher was legally and morally bound to disclose to Elizabeth S. Hodgson and Amanda Weatherly that she had received information from the customer that the supporting documents for loan #0174072777 were falsified and the Seller brokered the loan and not Golden Gate mortgage.....and she did not.

121. My statements of fact have not been refuted in almost 6 years.

122. Janet Frotscher's tortious actions are defined by Black's Law Dictionary as **Fraudulent Concealment**. Therefore, based on what I have seen and read, I believe the following information is true.

Blacks Law Dictionary (5th ed. 1979) page 596, defines **Fraudulent Concealment** in pertinent parts, as the following: "[T]he hiding or suppression of a material fact or circumstance which the party is legally or morally bound to disclose. The employment of artifice planned to prevent inquiry or escape investigation and to mislead or hinder the acquisition of information disclosing a right of action; in acts relied on must be of an affirmative character and fraudulent. *Fundunburks v. Michigan Mut. Liability Co.*, 63 Mich.App. 405, 234 N.W.2d 545, 547. The test of whether failure to disclose material facts constitutes fraud is the existence of a duty, legal or equitable, arising from the relation of the parties; failure to disclose a material fact with intent to mislead or defraud under such circumstances being equivalent to an actual "fraudulent concealment." Fraudulent concealment justifying a rescission of a contract is the intentional concealment of some fact known to the party charged, which is material for the party injured to know to prevent being defrauded; the concealment of a fact which one is bound to disclose being the equivalent of an indirect misrepresentation that such fact does not exist.

OTHERS THAT HAVE ENGAGED IN FRAUDULENT CONCEALMENT

123. In addition to Janet Frotscher, the following individuals or entities have also engaged in fraudulent concealment that they are legally and/or morally bound to disclose.

- (a) The Seller – Thomas Jacobs did not tell us he was brokering a loan.
- (b) The Appraiser – Jim H. Austin, III, did not tell us the appraisal was falsified and his satisfaction completion certificate was a scam document.
- (c) The Broker – Golden Gate Mortgage /David Terrell did not tell us, he LIED on the Uniform Residential Loan Application to WFHM that he interviewed my wife (the Defendant) on 11/26/2007 to cover up the illegal brokering of the seller.
- (d) The closing attorney – Debra C. Galloway did not tell us she and Stephanie Hammond were going to falsely certify Wells Fargo's mortgage.
- (e) The Seller – Thomas Jacobs did not tell us he was going to LIE to SCDCA.
- (f) The Appraiser – Jim H. Austin, III, did not tell us about the second 7-59 appraisal WF00001-13 that was going to be a forgery by substitution and used by Wells Fargo as an appraisal that was ordered for my wife (the Defendant).
- (g) The Broker – Golden Gate Mortgage/David Terrell did not tell us he was going to LIE to SCDCA to cover up the illegal brokering of the seller.
- (h) The closing attorney – Debra C. Galloway did not tell us she was going to misrepresent facts to the Commission on Lawyer Conduct.
- (i) Judge Goodstein has not revealed what she is really conducting in Court, a hearing without witnesses or a trial without a jury.
- (j) Judge Goodstein has not told me why I cannot give my testimony in her courtroom under oath that verifies Wells Fargo participation in the seller's fraud.
- (k) Wells Fargo did not tell us they were going to use an unauthorized credit report.
- (l) Wells Fargo did not tell us they were going to forge my wife's (the Defendant's) initials in order to market a Conventional 97 to Fannie Mae. (Note: 3% forgery)

- (m) Thomas Jacobs did not tell us or Wells Fargo he did not have a building permit and no repairs were completed at 423 Bayne Street.
- (n) Jim H. Austin, III did not tell us or Wells Fargo the truth about 423 Bayne Street.
- (o) Thomas Jacobs did not tell us he was not a licensed loan originator.
- (p) Golden Gate Mortgage/David Terrell did not tell us he was brokering a loan.
- (q) Golden Gate Mortgage/David Terrell did not tell us he was going to use an unauthorized credit report from Thomas Jacobs on October 3, 2007.
- (r) Neither David Terrell, Thomas Jacobs nor Jim H. Austin, III, told us we were going to be malicious used in their **Conspiracy to Defraud** Wells Fargo out of \$75,000.00 and be persecuted in South Carolina's judicial system for it.
- (s) Wells Fargo did not tell us they were going to use Thomas Jacobs, Jim H. Austin, III's and Golden Gate Mortgage's fraudulent representations as a legal mortgage.
- (t) Judge Goodstein has not explained why it is not necessary to verify Wells Fargo's supporting documents are falsified.
- (u) Judge Goodstein did not tell us why a Supreme Court Administrative Order was ignored in May of 2009.
- (v) Judge Goodstein did not tell us why she has ignored Verified Pleadings, sworn statements of fact, misrepresent material facts or violated Civil Procedure Rules.
- (w) Judge Goodstein did not tell us why she was overlooking Burns and Moise's **Massive Filing Fraud** during the TRO.
- (x) Judge Goodstein did not tell us why my wife (the Defendant) cannot have a Trial by Jury even though she demanded it on August 12, 2008.
- (z) Judge Goodstein has not told me why she does not want to hear the evidence that verifies Wells Fargo's perpetuation of an illegally brokered loan, a home improvement and mortgage fraud and an illegal predatory lending scheme based upon Wells Fargo's use and reliance upon the broker's, appraiser's and seller's fraudulent representations that support Wells Fargo's inflated mortgage and note.

After This, The Affiant Sayeth Naught

Affiant Signature: George M. Sistrunk

Printed Name of Affiant: George M. Sistrunk

SWORN to and personally subscribed before me;

This 28th day of May, 2014

Personally Known ☐ Produced Identification ☒

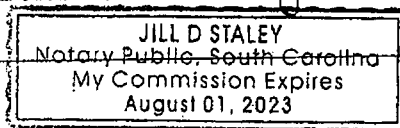
Type of Identification Produced: Driver License

If Driver's License, State: South Carolina

Driver's License Number: 008400216

Notary Signature: Jill D Staley

My Commission Expires on: _____



Seal