

20919

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Master-in-Equity

The Honorable Charles B. Simmons, Jr.

Case No. 2011-CP-23-5912

Court of Appeals Tracking No. 2012-213310

Bank of America, N.A., successor by merger to BAC
Home Loans Servicing, LP FKA Countrywide Home
Loans Servicing, LP, ... Appellant,

v.

Charles M. Thompson, Mortgage Electronic
Registration Systems, Inc., as nominee for E-Loan,
Inc., Mortgage Electronic Registration Systems, Inc. as
nominee for MidCountry Bank, Bridges Crossing
Property Owners' Association, Inc., and SC Telco
Federal Credit Union, and Oriole Properties, Inc.,
Defendants.

AND

Case No. 2011-CP-23-3368

U.S. Bank, National Association, ... Respondent,

v.

Charles M. Thompson, E-Loan, Inc. and SC Telco
Federal Credit Union,
Defendants..

RECORD ON APPEAL

RECEIVED
SEP 17 2013
SC Court of Appeals

Dean Anthony Hayes

A. Mattison Bogan, Esquire
Michael J. Anzelmo, Esquire
Nelson Mullins Riley & Scarborough, LLP
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, South Carolina 29201
803.799.2000

Attorneys for Appellant Bank of America

Thomas A. Shook
PO Box 71727
N. Charleston SC 29415
Attorney for Respondent

Frank M. Cisa
858 Lowcountry Blvd.
Ste. 101
Mt. Pleasant SC 29464
Attorney for Respondent

RECORD ON APPEAL INDEX

ORDERS and JUDGMENTS

Order of Reference, Case No. 11-CP-23-5912, March 7, 2012	1
Order of Reference, Case No. 11-CP-23-3668, August 3, 2011	2
Master's Order and Judgment of Foreclosure and Sale, Case No. 11-CP-23-5912, April 20, 2011	3
Order and Judgment of Foreclosure and Sale, Case No. 11-CP-23-3668, March 27, 2012	10
Release Order, Case No. 11-Cp-23-3668, dated March 27, 2012	17
Order Denying Bank of America, N.A.'s Motion for Relief from Order in Case no. 11-CP-23-3668; and Granting Oriole Properties Motion to Dismiss and Vacate the Order of Foreclosure and Sale in Case No. 11-CP-23-5912, July 18, 2012.....	18

PLEADINGS

Lis Pendens, Case No. 11-CP-23-5912, September 2, 2011	24
Summons and Complaint, Case No. 11-CP-23-5912, September 2, 2011	25
Amended Lis Pendens, Case No. 11-CP-23-5912, September 27, 2011	31
Amended Summons and Complaint, Case No. 11-CP-23-5912, September 27, 2011 ..	32
Lis Pendens, Case No. 11-CP-23-3668; May 31, 2011	38
Summons and Complaint, Case No. 11-CP-23-3668, May 31, 2011	40

TRANSCRIPTS

Transcript of Testimony – Motions Hearing, Case Nos. 11-CP-23-5912 and 11-CP-23- 3668, June 27, 2012	82
Transcript of Testimony – Foreclosure Hearing, Case No. 11-CP-23-5912, April 19, 2012	109
Transcript of Testimony – Foreclosure Hearing, Case No. 11-CP-23-3668, March 26, 2012	112

EXHIBITS/DOCUMENTS

Note, dated October 12, 2006	117
Mortgage, dated October 12, 2006	130
Assignment of Mortgage, dated June 10, 2011.	153
New Penn Mortgage on 104 Nobska Light Court, August 17, 2012.	154
Deed of 104 Nobska Light Court from Oriole Properties to Craig Smock, August 17, 2012	179
Email between attorney for appellant and master-in-equity re: proposed order.....	181

OTHER MATERIAL

Bank of America, NA's Motion for Relief from Judgment or Order Pursuant to Rules 60(b)(3) and 60(b)(4), Case No. 11-CP-23-3668, June 15, 2012	182
Bank of America Memorandum in Support of Motion for Relief from Judgment and or Order and Exhibits, Case No. 11-CP-23-3668, June 15, 2012	184
Plaintiff's Return to Bank of America, N.A.'s Motion for Relief from Judgment, Case No. 11-Cp-23-3668, June 25, 2012.....	198
Plaintiff's Memorandum in Opposition to Defendant's Motion for Relief from Judgment, Case No. 11-CP-23-3668 and Exhibits, July 2, 2012.....	200
Oriole Properties Motion to Intervene, Case No. 11-CP-23-5912, May 31, 2012	215
Oriole Properties Motion to Dismiss, Motion to Set Aside Order and Judgment, and Request for Stay of Foreclosure Sale, Case No. 11-CP-23-5912 and Exhibits May, 31, 2012	217
Oriole Properties Memorandum in Support of Motion to Intervene and Motion to Dismiss/Set Aside Order and Judgment, Case No. 11-CP-23-5912, June 27, 2012 ..	237
Affidavit of Clayton M. Custer in Support of Oriole Properties' Motion to Intervene and Motion to Dismiss/Set Aside Order and Judgment, Case No. 11-CP-23-5912 ...	243
Bank of America, N.A.'s Memorandum in Opposition to Oriole Properties Motion to Dismiss, Case No. 11-CP-23-5912, July 6, 2012	251
Certificate of Counsel	

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Bank of America, N.A. successor by merger to BAC
Home Loans Servicing, LP FKA Countrywide Home
Loans Servicing, LP,

PLAINTIFF,

vs.

Charles M. Thompson, Mortgage Electronic
Registration Systems, Inc., as nominee for E-Loan, Inc.,
its successors and assigns, Mortgage Electronic
Registration Systems, Inc., as nominee for MidCountry
Bank, its successors and assigns, and Bridges Crossing
Property Owners' Association, Inc.,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS

MOTION AND
ORDER OF REFERENCE

(NON-JURY MORTGAGE
FORECLOSURE)

C/A NO: 2011-CP-23-5912

DEFICIENCY WAIVED

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
MAR 7 11:43
2012

F11-05097

It appearing pursuant to Rule 53 – SCRPC, that the parties hereto (excluding those defendants in default as shown by the annexed Affidavit of Default) have agreed and stipulated that the issue in this action be referred to Charles B. Simmons, Jr., as Master in Equity for the above-entitled County, and that the Master in Equity shall have the authority to enter final judgment, with appeal, if any, directly to the South Carolina Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules; now, on motion of the undersigned attorney for the Plaintiff, by and with the consent of the Attorneys for the answering defendants, if any,

IT IS ORDERED that this case be referred to Charles B. Simmons, Jr., as Master in Equity to direct entry of final judgment in this action under Rule 53 (b), SCRPC. Any appeal from the final judgment entered by the Master in Equity shall be directly to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

Paul D. Wicks

PRESIDING JUDGE OR CLERK OF COURT

Greenville, South Carolina

3/7, 2012

I SO MOVE:

Peter D. Korn
PETER D. KORN / JOHN S. KAY / DEAN HAYES
ALAN M. STEWART / JOHN B. KELCHNER
H. GUYTON MURRELL / SUZANNAH HAYES
MEREDITH L. PRICKETT / KELLER C. FOSTER
TERESA D. VAN FLAKE / ASHLEY ZARRETT
Attorneys for Plaintiff

Motion Fee Paid

50710.F37001

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

C/A NO: 11-CP-23-3668

COUNTY OF GREENVILLE

2011 AUG - 3 ~~POSSESSORY~~ MORTGAGE FORECLOSURE)

U.S. Bank, National Association,

PLAINTIFF,

ORDER OF REFERENCE

vs.

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
WILKINSON

Charles M. Thompson; E-Loan, Inc.; and SC
Telco Federal Credit Union,

DEFENDANT.

The within action being for foreclosure of a mortgage, upon motion of plaintiff's counsel, it is ORDERED that this case is referred, pursuant to Rule 53 SCRPC, to Charles B. Simmons, Jr., Master in Equity, who shall exercise all power and authority which a Circuit Judge sitting without a jury would have, including but not limited to, making findings of fact and conclusions of law; directing entry of final judgment; hearing any issues, including motions, after sale or judgment; issuing any and all orders, supplemental orders, and writs of assistance, and hearing any issues involving possession and/or removal of property and appraisal proceedings under Section 29-3-360, *et seq.* of the South Carolina Code, with any appeal from the final judgment being to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules. Any judicial sale of the property subject of this action may be held on a day other than the regular judicial sale day.

IT IS SO ORDERED.

Paul B. Wilkinson
Judge/Clerk of Court

Greenville, South Carolina
8/3, 2011

WE SO MOVE:

FINKEL LAW FIRM LLC

P.O. Box 71727

North Charleston, SC 29405

(843) 577-5460

Joseph T. Merli
Thomas A. Shook/Susan S. White

Joseph T. Merli/Andrew M. Wilson

Elizabeth S. Moore

Attorneys for Plaintiff

ENTERED COMPUTER

Copy mailed to

Attorney *Merli*

on 8 / 3 / 11

Copy to Master

ROA_0002

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Bank of America, N.A. successor by merger to BAC Home
Loans Servicing, LP FKA Countrywide Home Loans
Servicing, LP,

PLAINTIFF,

vs.

Charles M. Thompson, Mortgage Electronic Registration
Systems, Inc., as nominee for E-Loan, Inc., its successors
and assigns, Mortgage Electronic Registration Systems,
Inc., as nominee for MidCountry Bank, its successors and
assigns, and Bridges Crossing Property Owners'
Association, Inc.,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS

MASTER'S ORDER AND
JUDGMENT OF FORECLOSURE AND
SALE

(NON-JURY MORTGAGE
FORECLOSURE)

C/A NO: 2011-CP-23-5912

DEFICIENCY WAIVED

Non-eligible under the Home Affordable
Modification Program

FILED-CLERK OF COURT
GREENVILLE, S.C.
PAUL R. GREENWOOD
2012 APR 20 PM 4:19

F11-05097

TO:

Korn Law Firm, P.A.
Attorney for Plaintiff

The loan is not subject to the Supreme Court of South Carolina's Administrative Order (Order No. 2011-05-02-01) because the subject property is not an owner-occupied dwelling as defined in Paragraph A.(3) of said Order.

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in the cause.

Pursuant to the said Order of Reference a hearing was held, attended by the attorneys of record, the testimony was taken, which is reported herewith, and from the testimony and evidence, I find conclude and order as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on September 2, 2011.
2. The Summons and Complaint were filed on September 2, 2011.
3. Service was made upon the Defendant(s) named in this Report as is shown by the Proof(s) of Service filed herein.
4. That the Defendants Charles M. Thompson, Mortgage Electronic Registration Systems, Inc., as nominee for E-Loan, Inc., its successors and assigns, Mortgage Electronic Registration Systems, Inc., as nominee for MidCountry Bank, its successors and assigns, and Bridges Crossing Property Owners' Association, Inc. are in default as shown by Affidavit on file herein.



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

6. According to the Affidavit filed herein, no Defendant in default is in the Military Service of the United States of America, as contemplated under the Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.

7. For value received, Charles M. Thompson made, executed and delivered a Note dated October 12, 2006, promising thereby to pay to the order of E-Loan, Inc., its successors and assigns the sum of One Hundred Thirteen Thousand Five Hundred Twenty And 00/100 Dollars (\$113,520.00), with interest at an adjustable rate. Other terms and conditions are stated in the Note, which is of record herein.

8. To better secure the payment of the Note described above, the said Charles M. Thompson made, executed and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for E-Loan, Inc., its successors and assigns a Mortgage in writing, dated October 12, 2006, covering real property in Greenville County, which is the same as that described in the Complaint. The mortgage was filed on October 12, 2006, and is of record in the Office of the Register of Deeds for Greenville County in Mortgage Book 4658 at page 623.

9. Thereafter, by virtue of an assignment dated June 10, 2011, recorded June 15, 2011, in Mortgage Book 5121 at page 3778, Mortgage Electronic Registration Systems, Inc., as nominee for E-Loan, Inc., its successors and assigns assigned said mortgage unto BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP.

10. Thereafter, by virtue of a corporate merger, BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP merged with Bank of America, N.A. Bank of America, N.A. is present lien holder and Plaintiff herein.

11. The above referenced instrument constitutes a purchase money mortgage with the proceeds of the loan being used to purchase the property above described.

12. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of the attorney herein for collection.

13. I find that since the inception of this action, plaintiff's attorney has assumed responsibility for the institution of this action and has searched and updated the title on the subject property from the date the current owner received the property or the date the mortgage was executed to the date of the filing of the Lis Pendens. He has been responsible for the preparation of the following pleadings:

1. Lis Pendens
2. Summons and Complaint
3. Affidavit of Default
4. Order of Reference
5. Notice of Hearing
6. Proposed Final Decree
7. Notice of Sale

8. Transcript of Testimony

9. Other documents as applicable pertaining to service and finalization of this action.

Additionally, he has arranged for service of process on the defendant(s), has scheduled and attended the hearing in this matter, has provided reinstatement figures to the primary defendant, if requested, and has had telephone conversations with the defendant(s), if requested. Future duties include forwarding copies of the Decree to the defendant(s), advising the defendant(s) of the date that the property will be sold, arranging and coordinating the amount to be bid by plaintiff, representation of plaintiff at sale and preparation of after sale documentation as required. In light of the potential liabilities inherent in a property matter, the attendant responsibilities and the size of the mortgage debt, I find that the attorney fees requested by the plaintiff in the amount of one thousand three hundred ninety-five and 00/100 (\$ 1,395.00) are reasonable.

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

(a)	Principal due as of 10/1/2010	\$ 113,504.56
(b)	Interest from 9/1/2010 through 4/19/2012 at 7.125%	\$ 11,087.36
(c)	Escrow adjustments (debits or credits)	\$ 6,226.98
	Insurance \$3,144.98	
	Taxes \$3,082.00	
(d)	Late charges	\$ 67.40
(e)	Property Inspections	\$ 300.50
(f)	Costs of Collections Prior to Hearing	\$ 772.00
(g)	Unapplied funds	(\$ 699.68)
(h)	Attorney Fees	\$ 1,395.00
	TOTAL DEBT secured by Note and Mortgage, including interest to date shown	\$ 132,654.12

Interest for the period from the date shown in (b) above, through the date of this Judgment at the above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the rate of 7.125 percent per annum (pursuant to the terms of the Note and Mortgage) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

15. That the Defendant, Mortgage Electronic Registration Systems, Inc., as nominee for E-Loan, Inc., its successors and assigns, is made a party by virtue of a Mortgage dated October 12, 2006 and recorded October 12, 2006 in Book 4658 at Page 638 given by Charles M. Thompson in the amount of Twenty-Eight Thousand Three Hundred Eighty and 00/100 (\$28,380.00) dollars. Said Mortgage is Junior to Plaintiff's first mortgage.

16. That the Defendant, Mortgage Electronic Registration Systems, Inc., as nominee for MidCountry Bank, its successors and assigns, is made a party by virtue of a Mortgage dated February 29, 2008 and recorded March 3, 2008 in Book 4924 at Page 808 given by Charles M. Thompson in the amount of Two Hundred Sixty-Seven Thousand Seven Hundred Fifty and 00/100 (\$267,750.00) dollars. Thereafter, said mortgage was



modified by that "Loan Modification Agreement" dated November 14, 2008 and recorded December 4, 2008 in Book 5013 at Page 2462. Thereafter, said mortgage was assigned from Mortgage Electronic Registration Systems, Inc., as nominee for MidCountry Bank, its successors and assigns, to U.S. Bank, National Association, dated August 22, 2011 and recorded September 12, 2011 in Book 5131 at Page 239. Said Mortgage is Junior to Plaintiff's first mortgage.

17. That the Defendant, Bridges Crossing Property Owners' Association, Inc., is made a party by virtue of any homeowners' liens or assessments recorded or unrecorded that are due or that may become due in the future.

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

19. Since a personal or deficiency judgment is being waived, the bidding will not remain open but compliance with the bid may be made immediately.

20. That the servicer is participating in the Home Affordable Modification Program (HMP). The loan is not subject to modification under the HMP because the subject property is not the borrower's primary residence. The loan is not subject to the Supreme Court of South Carolina's Administrative Order (Order No. 2011-05-02-01) because the subject property is not an owner-occupied dwelling as defined in Paragraph A.(3) of said Order.

CONCLUSION OF LAW

I, therefore, conclude as follows:

1. The Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. There is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of One Hundred Thirty-Two Thousand Six Hundred Fifty-Four And 12/100 Dollars (\$132,654.12) representing the "Total Debt" due Plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth supra and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 7.125% percent per annum.

3. That the Defendants liable for the aforesaid mortgage debt shall, on or before the date of sale of the property hereinafter described; pay to the Plaintiff, or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

4. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the Master in Equity at public auction at the



Greenville County Courthouse in Greenville, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in the such event, the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:

A. FOR CASH: The Master in Equity will require a deposit of Five percent (5%) on the amount of the bid (in cash or equivalent) at the time of the sale, same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within Twenty (20) days same to be forfeited and applied to the costs and Plaintiff's debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 7.125 percent.

C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.

D. ~~The above referenced instrument constitutes a purchase money mortgage with the proceeds of the loan being used to purchase the property above described.~~

E. Purchaser to pay for Deed Stamps and costs of recording the Deed.

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

6. Personal nor deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

7. Since a personal or deficiency judgment is being waived, the bidding will not remain open but compliance with the bid may be made immediately.

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

9. That the Master in Equity will apply the proceeds of the sale as follows:

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

NEXT: To the payment to the Plaintiff or Plaintiff's attorney, of the amount of Plaintiff's debt and interest, so much thereof as the purchase money will pay on the same.

NEXT: Any surplus will be held pending further order of the court.

10. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in



possession herein, the Sheriff of Greenville County is ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession. All valid tenant rights shall be protected.

11. And it is further ORDERED, ADJUDGED AND DECREED that each Defendant and all persons whomsoever claiming under him, her or them, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

12. And it is further ORDERED, ADJUDGED AND DECREED that any prior lien that has been paid in full is hereby satisfied and cancelled of record.

13. IT IS FURTHER ORDERED that the Deed of conveyance made pursuant to said sale shall ~~contain the names of only the first named Plaintiff and the first named Defendant and the Defendant who was~~ the titleholder of the mortgaged property at the time of filing of the Notice of Pendency of the within action, and the name of the Grantee, and the Register of Deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

14. The Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

15. Upon issuance of a Master in Equity Report on Sale and Disbursements, the Register of Deeds is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

That Mortgage originally given to Mortgage Electronic Registration Systems, Inc., as nominee for E-Loan, Inc., its successors and assigns by Charles M. Thompson, dated 10/12/2006 and recorded 10/12/2006, in Mortgage Book 4658 at page 623.

16. The following is a description of the premises herein ordered to be sold:
LEGAL DESCRIPTION AND-PROPERTY ADDRESS:

All that certain piece, parcel or lot of land together with all improvements located thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 158 on a plat of Enclave at Bridges Crossing prepared by Wooten Surveying Co., dated January 30, 2002, and recorded in the Register of Deeds for Greenville County in Plat Book 44-W at Page 82 and also being shown on a more recent plat entitled "Closing Survey for Janet H. King", prepared by Wooten Surveying Co., dated April 28, 2003 and recorded in the Register of Deeds for Greenville County in Plat Book 46-V at Page 79 and having such metes and bounds as shown on the more recent plat, reference to which is hereby made for a more complete description.

Together with a perpetual non-exclusive right of ingress and egress over and across such private roads and common areas as are shown or noted on the aforementioned plat and plat of Enclave at Bridges Crossing, Phase 6, recorded in Plat Book 44-W at Page 82 in order to provide the owner of said lot, their successors, assigns, families, guests, invitees, tenants or lessees with a means of ingress and egress from said lot to Lea Gail Circle and Holland Road.



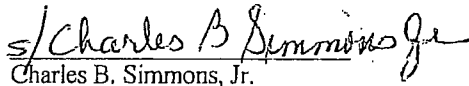
This being the same property conveyed to Charles M. Thompson by deed of Tammy L. French, dated October 12, 2006 and recorded October 12, 2006 in Book 2231 at Page 1396 in the Office of the Register of Deeds for Greenville County, South Carolina.

104 Nobska Light Court, Simpsonville, South Carolina 29681

TMS 0546.07-01-053.00

17. IT IS FURTHER ORDERED that if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day.

18. IT IS FURTHER ORDERED that the servicer is participating in the Home Affordable Modification Program (HMP). The loan is not subject to modification under the HMP because the subject property is not the borrower's primary residence. The loan is not subject to the Supreme Court of South Carolina's Administrative Order (Order No. 2011-05-02-01) because the subject property is not an owner-occupied dwelling as defined in Paragraph A.(3) of said Order.


Charles B. Simmons, Jr.
Master in Equity
For Greenville County

Greenville, South Carolina
4/19, 2012.

50710.F37001
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

U.S. Bank, National Association,
PLAINTIFF,

vs.

Charles M. Thompson; E-Loan, Inc.; and SC
Telco Federal Credit Union,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
C/A NO: 11-CP-23-3668

2012 MAR 27 P 4:03

ORDER AND JUDGMENT OF
FORECLOSURE AND SALE
(DEFICIENCY WAIVED)

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
2012 MAR 27 P 4:03

Subject to Home Affordable Modification
Program, but will not be modified

ENTERED COMPUTER

TO: Thomas A. Shook
Susan S. White
Joseph T. Merli
Andrew M. Wilson
Elizabeth S. Moore
FINKEL LAW FIRM LLC
Attorneys for the Plaintiff

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred. Any appeal from any order or judgment issued by the master or special referee shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

Pursuant to the said Order of Reference, a hearing was held and was attended by counsel. The testimony was taken, which is reported herewith. From the testimony and evidence, I find, conclude and order as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Based upon the Certification of Non-Owner Occupancy, the property is not owner occupied and provisions of the Administrative Order issued by the Chief Justice of the Supreme Court of South Carolina on May 2, 2011, Order 2011-05-02-01, do not apply to the within foreclosure action.
2. The Lis Pendens was filed on May 31, 2011.
3. The Summons and Complaint were filed on May 31, 2011.
4. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.
5. The Defendants, Charles M. Thompson, E-Loan, Inc., and SC Telco Federal Credit Union, are in default as shown by Affidavit on file herein.
6. All of the defendants herein and/or all attorneys of record were notified of the time, date and place of the hearing in this matter.



Verified

7. According to the Affidavit filed herein, the Defendant, Charles M. Thompson, is not in the Military Service of the United States of America, as contemplated under the Servicemembers Civil Relief Act (2003), and any amendments thereto.

8. On or about February 29, 2008, for value received, Charles M. Thompson executed and delivered to MidCountry Bank a certain promissory note in the sum of \$267,750.00, together with interest thereon at the rate of 7.70% per annum.

9. To secure the payment of the said note and debt, secured thereby, and in accordance with the terms and conditions thereof, on February 29, 2008, Charles M. Thompson executed and delivered to Mortgage Electronic Registration Systems, Inc. as nominee for MidCountry Bank, its successors and assigns, a Mortgage in writing, covering real property in Greenville County, which is the same as that described in the Complaint. The Mortgage was filed on March 3, 2008, and is of record in the Office of the Register of Deeds for Greenville County in Book 4924 at Page 808.

10. This Mortgage constitutes a first mortgage lien on the subject property.

11. By Assignment of Mortgage dated August 22, 2011, and recorded September 12, 2011, in Book 5131 at Page 239, in the Office of the Register of Deeds for Greenville County, Mortgage Electronic Registration Systems, Inc., as nominee for MidCountry Bank, assigned the subject Note and Mortgage to U.S. Bank, National Association, the present lienholder and Plaintiff herein.

12. By modification agreement the borrower and the creditor modified the terms of the subject loan which, inter alia, decreased the interest rate to 6.375%.

13. Pursuant to the Administrative Order of the Chief Justice, 2009-05-22-01, the loan that is subject of this action is held by a participant in the Home Affordable Modification Program (HMP). However, the loan is not subject to modification under the HMP because the property is vacant.

14. The titleholder of record in and to the subject property as of the filing of the Lis Pendens in this action is Charles M. Thompson.

15. Payment due on the Note has not been made as provided for therein, and Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of an attorney for collection.

16. Counsel for Plaintiff filed an affidavit as to attorney's fees and costs in this case, which was not contested, and, therefore, I find as fact herein. Having considered the nature, extent and difficulty of the services rendered, the time involved in reviewing the various documents, performing the title search, preparing the pleadings, attending hearings and argument, the professional standing of counsel, the fee customarily charged for similar services, and the beneficial results obtained for Plaintiff, I find that the sum of \$1,275.00 is a reasonable fee to allow under the terms of the Note and Mortgage as attorney's

Fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the action.

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

Principal due as of October 1, 2010	\$261,833.70
Interest from September 1, 2010 through March 26, 2012 at 6.375%	26,116.28
Escrow adjustments (debits and credits)	8,694.82
Suspense Balance	(1,823.03)
Pro Rata MIP/PMI	142.80
Corporate Advance	3,893.00
Total Fees	5.00
Other Fees	75.00
Late charges	584.64
Costs of collection prior to hearing	38.50
Attorney Fees (awarded but unpaid)	1,275.00
TOTAL DEBT secured by Note and Mortgage, including interest to date shown	\$300,835.71

Interest for the period from March 26, 2012 as shown above at the stated rate of 6.375% shall be added to the Principal Balance shown above through the date this Judgment is filed. After the date of judgment, interest at the rate of 6.375% on the total judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage.

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

19. The following Defendants claim, or may claim a lien upon or interest in the subject property as follows:

(a) E-Loan, Inc., by virtue of:

- i. a mortgage from Charles M. Thompson, dated October 12, 2006, and recorded October 12, 2006, in Book 4658 at Page 623, in the amount of \$113,520.00.
- ii. a mortgage from Charles M. Thompson dated October 12, 2006, and recorded October 12, 2006 in Book 4658 at Page 638, in the amount of \$28,380.00.

The above mortgages no longer constitute a lien against the subject property.

- (b) SC Telco Federal Credit Union, by virtue of a mortgage from Charles M. Thompson and Melissa N. Thompson, dated May 6, 2009, and recorded May 19, 2009, in Book 5039 at Page 3931, in an amount not to exceed \$31,800.00.

The interest or lien of the above Defendant, if any, is junior and subordinate to the plaintiff's first mortgage lien.

IT IS THEREFORE ORDERED:

1. There is due to Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of \$300,835.71, representing the "Total Debt" due Plaintiff as set forth in the Findings of Fact, *supra*, together with interest at the rate provided therein from the date aforesaid to the date hereof.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth in the Findings of Fact, *supra*, and later accrued interest) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 6.375%.

3. Based on the allegations in the Complaint, the default of the defendant E-Loan, Inc., and the evidence presented, I hereby order the Mortgages recorded October 12, 2006, in Book 4658 at Pages 623 and 638 from Charles M. Thompson, no longer constitute a lien against the subject property.

4. The Defendant(s) liable for the aforesaid Mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to Plaintiff, or Plaintiff's attorney, the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action. If such debt is paid in full, then the foreclosure sale shall be cancelled.

5. On default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Master in Equity, or his agent under the direction of the Master in Equity, at public auction, at the Greenville County Courthouse, Greenville, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:

A. **FOR CASH:** The Master in Equity will require a deposit of 5% on the amount of the bid (in cash or equivalent), same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within 20 days, the deposit may be forfeited without further hearing and applied to the costs and Plaintiff's debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 6.375%.

C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.

- D. This Mortgage constitutes a first priority lien on the subject property.
- E. Purchaser to pay for deed preparation and costs of recording the Deed, and transfer taxes.

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

7. If Plaintiff be the successful bidder at the said sale, for a sum not exceeding the amount of costs, disbursements and expenses and the indebtedness of Plaintiff in full on *its first and second mortgages*, Plaintiff may pay to the Master in Equity only the amount of costs, disbursements and expenses crediting the balance of the bid on Plaintiff's indebtedness.

8. The Master in Equity will, by advertisement according to law, give notice of the time, date, place of sale, and the terms thereof, which Notice of Sale is incorporated herein by reference; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within 20 days after date of sale, then the Master in Equity may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

9. Should Plaintiff, Plaintiff's attorney, or Plaintiff's agent fail to appear on the day of sale, the property shall not be sold, and in that event any such sale shall be null and void and of no force and effect. The property shall be re-advertised and sold at some convenient sales day thereafter when Plaintiff, Plaintiff's attorney, or Plaintiff's agent is present.

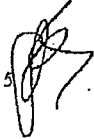
10. That the Master in Equity will apply the proceeds of the sale as follows:

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

NEXT: To the payment of Plaintiff, or Plaintiff's attorney, of the amount of Plaintiff's debt and interest, so much thereof as the purchase money will pay on the same.

NEXT: Any surplus funds will be held pending further order of the Court.

11. **IT IS FURTHER ORDERED** that, in the event the successful bidder is other than the Defendant(s) in possession herein, upon full compliance with the bid, and upon issuance of a Writ of Assistance by this Court, the Sheriff of Greenville County is ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.



12. **IT IS FURTHER ORDERED** that, in the event the successful bidder is other than the Defendant(s) in possession herein and the occupant(s) have voluntarily vacated the premises or have been ejected from the premises leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said premises, upon full compliance with the bid, Purchaser is authorized to remove therefrom all furnishings, fixtures and items not subject to the lien of Plaintiff's mortgage, which personal property, being deemed abandoned, shall be removed by Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

13. **IT IS FURTHER ORDERED** that, in addition to all parties deemed by law to have received constructive notice of the action herein, the Defendant(s) named herein and all persons whomsoever claiming under said defendant(s), be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

14. **IT IS FURTHER ORDERED** that the Deed of conveyances made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of filing of the notice of pendency of the within action, and the name of the grantee, and the Register of Deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

15. **IT IS FURTHER ORDERED** that the Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, issuing a Writ of Assistance and hearing any issues involving appraisal proceedings under Section 29-3-680 *et seq.*, South Carolina Code of Laws (1976), as amended.

16. Plaintiff does not warrant its title search to purchasers at foreclosure sale or other third parties, who should have their own title search performed on the subject property.

17. The Master in Equity shall direct the Register of Deeds to release of record the Mortgage lien being foreclosed, all subordinate liens and all prior liens ordered satisfied herein, after the Order Confirming Sale and Disbursements has been executed and filed. Plaintiff's Mortgage lien is described as follows:

That certain Mortgage given by Charles M. Thompson to Mortgage Electronic Registration Systems, Inc. as nominee for MidCountry Bank dated February 29, 2008, and recorded in the Office of the Register of Deeds for Greenville County on March 3, 2008, in Book 4924 at Page 808.

18. The following is a description of the premises herein ordered to be sold:

All that certain piece, parcel, or tract of land, situate, lying and being in the State of South Carolina, County of Greenville, designated as Lot 1A on a plat entitled "Pennington Park", prepared by Fant Reichert and Fogleman, Inc., dated May 15, 2006, and recorded on September 5,

6 

2006, in Book 1018 at Page 56. Reference is being made to said plat for a more complete metes and bounds description thereof.

TMS# 0633.14-01-001.00

Property Address: 2 Country Mist Dr, Greer, SC

AND:

All that certain piece, parcel or lot of land together with all improvements located thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 158 on a plat of Enclave at Bridges Crossing prepared by Wooten Surveying Co., dated January 30, 2002, and recorded in the Register of Deeds Office for Greenville County, in Plat Book 49-W at Page 82 and also being shown on a more recent plat entitled "Closing Survey for Janet H. King", prepared by Wooten Surveying Co, dated April 28, 2003, and recorded in the Register of Deeds Office for Greenville County, in Plat Book 46-V at Page 79 and having such metes and bounds as shown on the more recent plat, reference to which is hereby made for a more complete description.

Together with a perpetual non-exclusive right of ingress and egress over across such private roads and common areas as are shown or noted across such private roads and common areas as are shown or noted on the aforementioned plat and plat of Enclave at Bridges Crossing, Phase 6, recorded in Plat Book 44-W at Page 82 in order to provide the owner of said lot, their successors, assigns, families, guests, invitees, tenants or leasees with a means of ingress and egress from said lot to Lea Gail Circle and Holland Road.

TMS# 0546.07-01-053.00

Property Address: 104 Nobska Light Court, Simpsonville, SC

Lot 1A being the same property conveyed to Charles M. Thompson by deed of Pennington Park, LLC, dated February 29, 2008, and recorded in the Office of the Register of Deeds for Greenville County on March 3, 2008, in Deed Book 2314 at Page 1396; Lot 158 being the same property conveyed to Charles M. Thompson by deed of Tammy L. French, dated October 12, 2006, and recorded in the Office of the Register of Deeds for Greenville County on October 12, 2006, in Deed Book 2231 at Page 1396.

Charles B. Shumate, Jr.

Master in Equity for Greenville County

Greenville, South Carolina

3/16, 2012

Top

50710.F37001

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

U.S. Bank, National Association,

PLAINTIFF,

vs.

Charles M. Thompson; E-Loan, Inc.; and SC
Telco Federal Credit Union,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO:11-CP-23-3668

2012 MAR 27 P 4:01

ORDER TO RELEASE MORTGAGE
RECORDED IN BOOK 4658, AT PAGE 623
DIRECTIVE TO REGISTER OF DEEDS
CLERK OF COURT
GREENVILLE CO. S.C.

ENTERED COMPUTER

This action for foreclosure of a mortgage upon certain real estate located in Greenville County was commenced by the filing of the Lis Pendens and the Summons and Complaint on May 31, 2011.

Plaintiff alleged in the Complaint that the following mortgage, held by the Defendant, E-Loan, Inc., no longer constitutes a lien against the subject property:

Mortgage recorded October 12, 2006, in Book 4658 at Page 623, Greenville County records.

At the hearing held on March 26, 2012, the Court found that, due to the allegations contained in the Complaint, the evidence presented and the default of the Defendant, E-Loan, Inc., the above-described mortgage no longer constitutes a lien against the subject property.

The Register of Deeds is hereby authorized and directed to release the mortgage from Charles M. Thompson to E-Loan, Inc., filed in Book 4658 at Page 623, and to annotate the indices so as to reflect the release of that mortgage from the real property which was the subject of the within captioned action as of the date of the filing of the Judgment of Foreclosure and Sale. This annotation will serve as notice of the release of this lien as of the date the Judgment of Foreclosure was entered.

Charles B. Simmons, Jr., as Master in Equity for Greenville County

Greenville, South Carolina

3/26, 2012

RETURN TO:
FINKEL LAW FIRM LLC
Post Office Box 71727
North Charleston, SC 29415

Copy mailed to
Attorney Merle
on 03/27/12

RECEIVED

MAR 27 2012

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

Bank of America, N.A. successor by
merger to BAC Home Loans Servicing, LP
FKA Countrywide Home Loans Servicing, LP,

Plaintiff,

v.

Charles M. Thompson, Mortgage Electronic
Registration Systems, Inc., as nominee for E-Loan,
Inc., its successors and assigns, and Bridges
Crossing Property Owners' Association, Inc.,
et al.)

Defendant(s).

C.A. No.: 2011-CP-23-5912

ORIG FILED

ORDER

U.S. Bank, National Association,

Plaintiff,

v.

Charles M. Thompson, E-Loan, Inc., and SC Telco
Federal Credit Union,

Defendant(s).

C.A. No.: 2011-CP-23-3668

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
2012 JUL 18 P 2:41

This matter came before the court for hearing on June 27, 2012 on Oriole Properties LLC's Motion to Intervene, Motion to Dismiss, and Motion to Set Aside Order and Judgment, and Request for Stay of Foreclosure Sale in Bank of America v. Thompson, 2011-CP-23-5912. At that time, the court also heard the motion of Bank of America (hereinafter "BOA") to vacate the court's Order and Judgment of Foreclosure and Sale that was previously entered on March 27, 2012 in U.S. Bank v. Thompson, 2011-CP-23-3668. At the hearing, BOA was represented by Dean Hayes, Korn Law Firm. U.S. Bank was represented by Joseph Merli, Finkel Law Firm. Oriole Properties was represented by Paul Hammack and Andrew Carson, Clawson & Staubes.



ROA_0018

Based on the court's review of the facts, applicable law, the affidavit of Clayton M. Custer, the memoranda submitted by all parties and the Arguments of Counsel, the court concludes that Oriole Properties was a bona fide purchaser at the sale on May 7, 2012, pursuant to S.C. Code Ann. § 15-39-870. Accordingly, the court hereby GRANTS Oriole Properties' motion to dismiss and motion to set aside the Order and Judgment of Foreclosure and Sale in 2011-CP-23-5912; and the court DENIES Bank of America's motion to vacate the Order and Judgment in 2011-CP-23-3668.

In support of its conclusions, the court makes the following:

FINDINGS OF FACT

1. U.S. Bank, N.A. filed a foreclosure action (Summons, Complaint and Lis Pendens) on May 31, 2011 in Greenville County, seeking to foreclose on two properties encumbered by its mortgage. (*U.S. Bank v. Thompson*, 2011-CP-23-3668.) Service was made upon defendant, E-Loan, Inc. through its parent company, Banco, on or about June 8, 2011. Neither E-Loan nor Banco filed Answer.

2. Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for E-Loan, Inc., thereafter assigned the mortgage to BAC Home Loans Servicing on June 10, 2011. That Assignment was recorded on June 15, 2011. BAC Home Loans subsequently merged with Bank of America.

3. In its foreclosure complaint filed on May 31, 2011, U.S. Bank alleged that it had a first mortgage lien on two separate properties owned by the debtor Charles N. Thompson as follows: (1) 2 Country Mist Drive, Greer, SC, TMS # 0663.14-01-001.00; and (2) 104 Nobska Light Court, Simpsonville, SC, TMS # 0546.07-01-053.00, secured by a mortgage originally filed on March 3, 2008 and recorded in the Greenville County ROD/RMC Office in Book 4924 at Page 808. In fact, U.S. Bank did have a first mortgage on the Country Mist Property, but its mortgage on Nobska was junior to that of E-Loan, Inc. at the time the Complaint was filed.

4. In *U.S. Bank v. Thompson*, 2011-CP-23-3668, the court held a hearing and entered an Order and Judgment of Foreclosure and Sale on March 27, 2012. That Order noted that E-Loan, Inc. had been served and was in default. That Order found that U.S. Bank had a first mortgage on both properties and ordered both properties to be sold. Furthermore, it expressly provided that E-Loan's mortgages recorded in Book 4658 at Page 623 and in Book 4658 at Page 638 no longer constituted valid liens against the subject property.

5. On March 27, 2012, the Court also signed a separate Order in U.S. Bank v. Thompson, releasing the E-Loan mortgage in Book 4658 at Page 623 and directing the Register of Deeds to Release same.

6. Pursuant to that March 27, 2012 Order and Judgment of Foreclosure and Sale, the above properties were sold jointly by U.S. Bank at the May 7, 2012 judicial sale for Greenville County. Mr. Robert Hill, an investor, was the high bidder on both properties with a bid of \$200,000.00. Mr. Hill paid the requisite 5% deposit, or \$10,000, at that time. After the sale, Clayton N. Custer, a member of Oriole Properties, reviewed the Court's Order to confirm that both properties were included with the sale. Upon reading the Order, Mr. Custer confirmed that two properties were involved, that U.S. Bank had a first mortgage as to each, and that the E-Loan mortgages in Book 4658 at Page 623 and in Book 4658 at Page 638 no longer constituted valid liens against the subject properties. He then approached Mr. Hill and his partner regarding the possibility of purchasing their bid from them.

7. Later in the day on May 7, 2012, Oriole Properties reached a verbal agreement with Mr. Hill for the assignment of his bid for both properties, subject to a satisfactory title search. Oriole Properties thereafter engaged a local attorney to perform a title search. This was completed on May 10, 2012 by the law firm Gainey & Gainey, which concluded that there were no title defects on either property and issued a clear title opinion letter to Oriole Properties.

8. Thereafter, on May 11, 2012, Oriole Properties received an assignment from Mr. Hill of the bid in exchange for the payment of \$52,200 to him and his partner. Oriole Properties also, at that time, reimbursed the \$10,000 deposit Mr. Hill had paid at the sale.

9. Oriole Properties thereafter complied with the assignment of bid and delivered a certified check for the balance to the Master in Equity's office on May 16, 2012, in the amount of \$190,323.62.

10. The court executed a Master's Deed on May 22, 2012, conveying both parcels to Oriole Properties, who then recorded the deed on May 24, 2012.

11. In the meantime, BOA had filed its own separate foreclosure action (Summons, Complaint and Lis Pendens) on September 2, 2011, BOA v. Thompson, 2011-CP-23-5912. Important to note is that BOA did not name U.S. Bank as a party in that action. It did name Mortgage Electronic Registration Systems and Bridges Crossing Property Owners Association, Inc. as defendants. In its complaint, BOA alleged that it had a first mortgage on the property at

104 Nobska Light Court, Simpsonville, SC. BOA subsequently filed an amended complaint on September 27, 2011, again alleging that it had the first mortgage on the property located at 104 Nobska Light Court.

12. At the time BOA filed its foreclosure action, it was on notice of the previous foreclosure action that had already been filed by US Bank regarding the property at 104 Nobska Light Court. The Lis Pendens filed by US Bank placed BOA on notice of the pending action, both when BOA filed its Complaint and its Amended Complaint.

13. Despite that notice, from September 2, 2011 through March 27, 2012, BOA took no action whatsoever to either intervene in U.S. Bank v. Thompson, 2011-CP-23-3668, or, in the alternative, to amend its complaint to add U.S. Bank as a defendant in BOA v. Thompson, 2011-CP-23-3668, or to consolidate the two cases. And, during this time, in 2011-3668, the property at 104 Nobska Lane went to a foreclosure hearing, was ordered to be sold, was duly advertised, was sold on May 7, 2012 at the public foreclosure sale, a deed transferring property to Oriole Properties was issued and recorded, and an Order releasing the mortgage of E-Loan was recorded.

14. After the court had entered its March 27, 2012 Order extinguishing the BOA mortgages, BOA subsequently scheduled a separate foreclosure hearing in its case (2011-5912), which was held on April 19, 2012 before the Greenville County Master-in-Equity. Counsel for the Plaintiff in that case (2011-5912) appeared. No other party appeared at that hearing. The court subsequently entered its Master's Order and Judgment of Foreclosure and Sale in BOA v. Thompson, 2011-CP-23-5912, on April 20, 2012, which did not reference the earlier Order in 2011-CP-23-3668, and incorrectly, in light of the March 27, 2012 Order in 2011-3668, recited that BOA had a first mortgage on 104 Nobska Light Court in the amount of \$132,654.12, and ordered that the property be sold. The Court was unaware, at the time it entered the Order on 2011-5912, of the prior Order in 2011-3668.

15. At the time that it received the assignment of bid from Mr. Hill, paid value for same, complied with the terms of the bid, and obtained the deed, Oriole Properties had no prior notice of the aforementioned Order entered by the court on BOA's mortgage on April 20, 2012, in the separate court file of BOA v. Thompson, 2011-CP-23-5912.

16. Subsequent to complying with the bid, Oriole Properties performed some repairs to both the properties at Nobska Light Court and Country Mist Drive, at a cost of approximately

\$6,000. Oriole Properties then placed 104 Nobska Light Court for sale with a local realtor on or about May 24, 2012. This work was performed before Mr. Custer noticed in late May that the 104 Nobska Light Court property was again on the court's list of properties for public sale for June 4, 2012. After investigating the matter further, Mr. Custer then learned that a separate action had been filed by BOA and that it was attempting to sell the property.

On May 29, 2012 Mr. Custer contacted an attorney at the Korn Law Firm, who was representing BOA in 2011-5912, advised them of the previously entered Order, and requested that BOA withdraw its sale of the property. Oriole Properties filed its Motion on Friday, June 1, 2012, after BOA counsel advised Mr. Custer that it still intended to proceed with the sale on Monday, June 4, 2012. On the morning of June 4, 2012, the court held a telephone hearing with all counsel and entered a verbal Order to withdraw the property from the sale list on BOA v. Thompson, 2011-CP-23-5912.

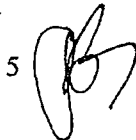
17. Oriole Properties subsequently signed a contract on or about June 29, 2012 to sell the property for \$127,900 (with seller paying \$4,700 in closing costs). A closing date pursuant to that contract is set for August 17, 2012, according to the contract.

18. BOA argued at the hearing that it was not properly served because default was improperly entered against E-Loan and because MERS was not served in U.S. Bank v. Thompson. BOA first sought relief from the default when it filed its Motion for Relief from Judgment on June 12, 2012. However, the Court need not reach this issue because the Lis Pendens placed BOA on notice of the prior action of US Bank.

Based upon the foregoing Findings of Fact, the Court enters the following:

CONCLUSIONS OF LAW

1. Under S.C. Code Ann. § 15-39-870 and Robinson v. Estate of Harris, 378 S.C. 140, 144 (Ct. App. 2008), this Court rules that Oriole Properties was a bona fide purchaser for value in good faith. At the time Oriole Properties purchased the assignment from Robert Hill and remitted the balance of the bid to the Court, it was without notice of any of the procedural irregularities with the sale or of the existence of the BOA's foreclosure action in BOA v. Thompson, 2011-CP-23-5912. Furthermore, Oriole Properties performed reasonable due diligence by engaging a local real estate attorney to perform a title search prior to taking the Assignment. Accordingly, the judicial sale of the subject properties in US Bank v. Thompson, 2011-CP-23-3668 is hereby deemed res judicata as to Oriole Properties.

5 

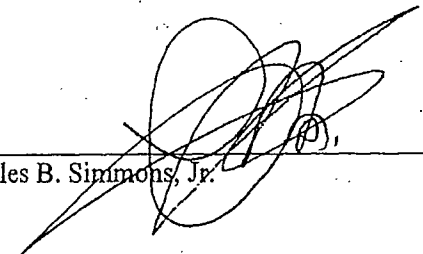
2. The Master's Order and Judgment of Foreclosure and Sale and the Master's Order to Release Mortgage in US Bank v. Thompson, 2011-CP-23-3668 are AFFIRMED and control over the subsequent Order of this court entered in BOA v. Thompson, 2011-CP-23-5912. Accordingly, Oriole Properties' Motion to Set Aside the Order and Judgment of Foreclosure and Sale in BOA v. Thompson, 2011-CP-23-5912 is hereby GRANTED and BOA v. Thompson, 2011-CP-23-5912 is hereby DISMISSED with prejudice. The Order and Judgment of Foreclosure and Sale in BOA v. Thompson, 2011-CP-23-5912 is hereby VACATED.

3. Bank of America's motion to vacate the order entered in US Bank v. Thompson, 2011-CP-23-3668 is hereby DENIED.

4. In light of the fact that the Lis Pendens in 2011-3688 was of record at the time of commencement of 2011-5912, BOA was on notice of the US Bank action and the allegations relative to the E-Loans at the time it commenced its foreclosure action. BOA never sought to intervene in 2011-CP-23-3688 or take any action in relation to the US Bank foreclosure action for a period of six months. Accordingly, BOA is barred from asserting any mortgage interest in the property of 104 Nobska Light Court, Simpsonville, South Carolina or from seeking any relief from the judicial sale of May 7, 2012.

5. The intent of this Order is to award clear title to Oriole Properties and quiet any cloud on the title to the property located at 104 Nobska Light Court associated with the subsequent purported foreclosure in BOA v. Thompson, 2011-CP-23-5912.

AND IT IS SO ORDERED.



Charles B. Simmons, Jr.

July 16, 2012
Greenville County, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Bank of America, N.A. successor by merger to BAC Home Loans
Servicing, LP FKA Countrywide Home Loans Servicing, LP,

PLAINTIFF,

vs.

Charles M. Thompson, Mortgage Electronic Registration Systems,
Inc., as nominee for E-Loan, Inc., its successors and assigns, and
Bridges Crossing Property Owners' Association, Inc.,

DEFENDANT(S).

F11-05097

IN THE COURT OF COMMON PLEAS

LIS PENDENS

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 1

DEFICIENCY WAIVED

2011 SEP -2 AM 10:22

CLERK OF COURT
GREENVILLE CO S.C.
PAUL S. WICKENS

2011-CP-23-5912

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in this court upon Complaint of the above-named Plaintiff against the above-named Defendant for foreclosure of a certain mortgage of real estate given by Charles M. Thompson to Mortgage Electronic Registration Systems, Inc., as nominee for E-Loan, Inc., its successors and assigns, in the amount of One Hundred-Thirteen Thousand Five Hundred Twenty And 00/100 (\$ 113,520.00) Dollars, dated October 12, 2006, and recorded October 12, 2006 in the Office of the Register of Deeds for Greenville County in Book 4658 at Page 623.

Thereafter, by virtue of an assignment dated June 10, 2011, recorded June 15, 2011, in Mortgage Book 5121 at Page 3778, Mortgage Electronic Registration Systems, Inc., as nominee for E-Loan, Inc., its successors and assigns, assigned said mortgage unto BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP.

Thereafter, by virtue of a corporate merger, BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP merged with Bank of America, N.A. making Bank of America, N.A. successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP the present lien holder and Plaintiff herein.

The premises covered and affected by the said mortgage as by the foreclosure thereof, were, at the time of the making thereof, and at the time of the filing of this Notice, described as follows:

LEGAL DESCRIPTION AND PROPERTY ADDRESS:

All that certain piece, parcel or lot of land together with all improvements located thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 158 on a plat of Enclave at Bridges Crossing prepared by Wooten Surveying Co., dated January 30, 2002, and recorded in the Register of Deeds for Greenville County in Plat Book 44-W at Page 82 and also being shown on a more recent plat entitled "Closing Survey for Janet H. King", prepared by Wooten Surveying Co., dated April 28, 2003 and recorded in the Register of Deeds for Greenville County in Plat Book 46-V at Page 79 and having such metes and bounds as shown on the more recent plat, reference to which is hereby made for a more complete description.

Together with a perpetual non-exclusive right of ingress and egress over and across such private roads and common areas as are shown or noted on the aforementioned plat and plat of Enclave at Bridges Crossing, Phase 6, recorded in Plat Book 44-W at Page 82 in order to provide the owner of said lot, their successors, assigns, families, guests, invitees, tenants or lessees with a means of ingress and egress from said lot to Lea Gall Circle and Holland Road.

This being the same property conveyed to Charles M. Thompson by deed of Tammy L. French, dated October 12, 2006 and recorded October 12, 2006 in Book 2231 at Page 1396 in the Office of the Register of Deeds for Greenville County, South Carolina.

104 Nobska Light Court, Simpsonville, South Carolina 29681

TMS # 0546.07-01-053.00

KORN LAW FIRM, P.A.
1300 Pickens Street
P.O. Box 11264
Columbia, SC 29211-1264

Meredith S. Prickett

Peter D. Korn / John S. Kay
Alan M. Stewart / H. Guyton Murrell
John B. Kelchner / Meredith S. Lee
Attorneys for Plaintiff

Columbia, South Carolina

September 1, 2011

RECORDED IN BOOK 45 PAGE 137

ROA_0024

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Bank of America, N.A. successor by merger to BAC Home Loans
Servicing, LP FKA Countrywide Home Loans Servicing, LP,

PLAINTIFF,

vs.

Charles M. Thompson, Mortgage Electronic Registration Systems,
Inc., as nominee for E-Loan, Inc., its successors and assigns, and
Bridges Crossing Property Owners' Association, Inc.,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS-2 AM 10: 23

SUMMONS

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO:

DEFICIENCY WAIVED

4011-CP-23-5912

F11-05097

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, or otherwise appear and defend, and to serve a copy of your Answer to said Complaint upon the subscriber at his office, 1300 Pickens Street, P.O. Box 11264, Columbia, South Carolina, 29211-1264, within thirty (30) days after service hereof, except as to the United States of America, which shall have Sixty (60) days, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, or otherwise appear and defend, the Plaintiff in this action will apply to the Court for the relief demanded therein, and judgment by default will be rendered against you for the relief demanded in the Complaint.

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

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Mortgagee immediately and separately and such application will be deemed absolute and total in the absence of your application for such an appointment within thirty (30) days after the service of the Summons and Complaint upon you.

YOU WILL ALSO TAKE NOTICE that should you fail to Answer the foregoing Summons, the Plaintiff will move for an Order of Reference of this cause to the Master-in-Equity or Special Referee in/for this County, which Order shall, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, specifically provide that the said Master in Equity or Special Referee is authorized and empowered to enter a final judgment in this cause with appeal only to the South Carolina Court of Appeals pursuant to Rule 203(d)(1) of the SCAR, effective June 1, 1999.

KORN LAW FIRM, P.A.

1300 Pickens Street
P.O. Box 11264
Columbia, S.C. 29211-1264
(803) 252-5817

Meredith S. Lee

PETER D. KORN / JOHN S. KAY
ALAN M. STEWART / JOHN B. KELCHNER
H. GUYTON MURRELL / MEREDITH S. LEE
Attorneys for Plaintiff

Columbia, South Carolina
September 1, 2011

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Bank of America, N.A. successor by merger to
BAC Home Loans Servicing, LP FKA
Countrywide Home Loans Servicing, LP,

PLAINTIFF,

vs.

Charles M. Thompson, Mortgage Electronic
Registration Systems, Inc., as nominee for E-
Loan, Inc., its successors and assigns, and
Bridges Crossing Property Owners' Association,
Inc.,

DEFENDANT(S).

F11-05097

IN THE COURT OF COMMON PLEAS

2011 SEP -2 AM 10:23

COMPLAINT

2011-CP-23-5912

PAUL D. WICKHAM

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO:

DEFICIENCY WAIVED

The Plaintiff, complaining of the Defendants above-named would respectfully show unto this Honorable Court:

1. That the Plaintiff is a corporation/limited liability company organized and existing under and by virtue of the laws of The United States of America; and that the Defendant Charles M. Thompson, is upon information and belief, a citizen and resident of the County of Greenville, State of South Carolina. That the Defendant, Mortgage Electronic Registration Systems, Inc., as nominee for E-Loan, Inc., its successors and assigns, is upon information and belief a business organized and existing under the laws of Delaware. That the Defendant, Bridges Crossing Property Owners' Association, Inc., is upon information and belief a business organized and existing under the laws of South Carolina.
2. Any Defendant described herein as a judgment creditor(s) has, by filing the judgment(s), designated the attorney(s) entering the judgment(s) as their agent for service of process pursuant to the provisions of Section 15-35-840 of the S.C. Code of Laws (1976) as amended.
3. That the real property hereinafter described, which is the subject of this action, is situated and located in the County of Greenville, State of South Carolina.
4. That on or about October 12, 2006, for value received, Charles M. Thompson, did execute and deliver to E-Loan, Inc., a certain promissory note in writing according to the terms and conditions set out therein, wherein and whereby said Charles M. Thompson promised to pay to E-Loan, Inc., its the sum of One Hundred Thirteen Thousand Five Hundred Twenty And 00/100 Dollars (\$113,520.00), together with interest thereon at the rate of Seven And 125/1000 per cent (7.125%) per annum.

5. That in order to better secure the payments of the said note and debt, in accordance with the terms and conditions thereof, Charles M. Thompson, did execute and deliver on October 12, 2006 unto Mortgage Electronic Registration Systems, Inc., as nominee for E-Loan, Inc., its successors and assigns, a mortgage covering the following described property:

Legal description and property address:

All that certain piece, parcel or lot of land together with all improvements located thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 158 on a plat of Enclave at Bridges Crossing prepared by Wooten Surveying Co., dated January 30, 2002, and recorded in the Register of Deeds for Greenville County in Plat Book 44-W at Page 82 and also being shown on a more recent plat entitled "Closing Survey for Janet H. King", prepared by Wooten Surveying Co., dated April 28, 2003 and recorded in the Register of Deeds for Greenville County in Plat Book 46-V at Page 79 and having such metes and bounds as shown on the more recent plat, reference to which is hereby made for a more complete description.

Together with a perpetual non-exclusive right of ingress and egress over and across such private roads and common areas as are shown or noted on the aforementioned plat and plat of Enclave at Bridges Crossing, Phase 6, recorded in Plat Book 44-W at Page 82 in order to provide the owner of said lot, their successors, assigns, families, guests, invitees, tenants or lessees with a means of ingress and egress from said lot to Lea Gail Circle and Holland Road.

This being the same property conveyed to Charles M. Thompson by deed of Tammy L. French, dated October 12, 2006 and recorded October 12, 2006 in Book 2231 at Page 1396 in the Office of the Register of Deeds for Greenville County, South Carolina.

104 Nobska Light Court, Simpsonville, South Carolina 29681
TMS# 0546.07-01-053.00

6. Thereafter said mortgage was recorded in Book 4658 at Page 623 on October 12, 2006 in the Office of the Register of Deeds of Greenville County.

7. Thereafter, by virtue of an assignment dated June 10, 2011, recorded June 15, 2011, in Mortgage Book 5121 at Page 3778, Mortgage Electronic Registration Systems, Inc., as nominee for E-Loan, Inc., its successors and assigns, assigned said mortgage unto BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP.

8. Thereafter, by virtue of a corporate merger, BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP merged with Bank of America, N.A. making Bank of America, N.A. successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP the present lien holder and Plaintiff herein.

9. The above referenced instrument constitutes a first mortgage lien and is a purchase money mortgage with the proceeds of the loan being used to purchase the property above described.

10. That the Defendant, Mortgage Electronic Registration Systems, Inc., as nominee for E-Loan, Inc., its successors and assigns, is made a party by virtue of a Mortgage dated October 12, 2006 and recorded

October 12, 2006 in Book 4658 at Page 638 given by Charles M. Thompson in the amount of Twenty-Eight Thousand Three Hundred Eighty and 00/100 (\$28,380.00) dollars.

11. That the Defendant, Bridges Crossing Property Owners' Association, Inc., is made a party by virtue of any homeowners' liens or assessments recorded or unrecorded that are due or that may become due in the future.

12. According to the terms and conditions of the said note and mortgage, it is provided that in the event of default in the payment of any installment when due, and if such default is not made good prior to the due date of the next such installment, the entire principal and accrued interest shall at once become due and payable without notice at the option of the holder, and if the same should be placed in the hands of an attorney for collection, all costs of collection, including a reasonable attorney's fee, would be secured by the said mortgage as a part of the debt secured thereby.

13. That under the terms and conditions of said mortgage, it is provided that, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured thereby, the mortgagor will pay to the mortgagee, on the payment due date each month until the said note is fully paid, certain additional sums, including but not limited to, certain amounts for fire and other hazard insurance and taxes and assessments due on the mortgaged premises.

14. Further, under the terms and conditions of said mortgage, it was agreed that the mortgagor would pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions for which provisions were not otherwise made, and if they failed to do so, the mortgagee might pay same, which amount, together with interest thereon, would be secured by said mortgage.

15. According to the terms of said mortgage, and as additional security, the mortgagor assigned all rents, issues and profits of the mortgaged premises from and after any default there under, and should legal proceedings be instituted pursuant to said mortgage, the mortgagee, its successors or assigns, was given the right to have a Receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings, and the execution of his trust as a Receiver, shall apply the residue of the rents, issues and profits, toward the debt secured by said mortgage.

16. The monthly payments due on said note and mortgage are in default since October 1, 2010, and the conditions of said note and mortgage have been broken and the Plaintiff elects to, and does declare the entire balance of said indebtedness due and payable, and that there is due on said note and mortgage as of October 1, 2010 the sum of One Hundred Thirteen Thousand Five Hundred Four And 56/100 Dollars (\$113,504.56), together with interest at the rate of Seven and 125/1000 per cent (7.125 %) per annum from September 1, 2010 and also for the costs and disbursements of this action, including attorney's fees.

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

18. That the servicer is participating in the Home Affordable Modification Program (HMP). The loan is not subject to modification under the HMP because the subject property is not the borrower's primary residence. The loan is not subject to the Supreme Court of South Carolina's Administrative Order (Order No. 2011-05-02-01) because the subject property is not an owner-occupied dwelling as defined in Paragraph A.(3) of said Order.

19. That upon information and belief, certain costs for inspecting and securing the subject property have been incurred by the Plaintiff as a result of this delinquency and Plaintiff is informed and believes it is entitled to reimbursement for such charges, if any.

20. The notice of consumer's right to cure, as contemplated under S.C. Code Sections 37-5-110 and 37-5-111, has been given or is not required, and all conditions precedent to the acceleration of the debt and foreclosure of the mortgage have been performed or have occurred.

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

(1) That the amount due upon the said note and mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.

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

(3) That the mortgaged premises be sold under the direction of this court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

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

Second, to the payment and discharge of the amount due on Plaintiff's note and mortgage, together with attorney's fees as aforesaid, and

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

(4) For an Order directing and empowering the Sheriff of Greenville County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property hereinabove described should the same become necessary.

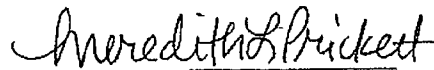
(5) For an Order granting the appointment of a receiver to secure and supervise the rental of the property sought to be foreclosed.

(6) For reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

(7) For such other and further relief as may be just and proper.

(8) For an order satisfying any prior liens that may be of record, but have been paid in full.

KORN LAW FIRM, P.A.
1300 Pickens Street
P.O. Box 11264
Columbia, S.C. 29211-1264
(803) 252-5817

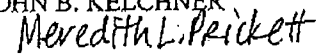


PETER D. KORN / JOHN S. KAY

ALAN M. STEWART / JOHN B. KELCHNER

H. GUYTON MURRELL

Attorneys for Plaintiff



Columbia, South Carolina
September 1, 2011

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Bank of America, N.A. successor by merger to BAC Home Loans
Servicing, LP FKA Countrywide Home Loans Servicing, LP,

PLAINTIFF,

vs.

Charles M. Thompson, Mortgage Electronic Registration Systems,
Inc., as nominee for E-Loan, Inc., its successors and assigns,
Mortgage Electronic Registration Systems, Inc., as nominee for
MidCountry Bank, its successors and assigns, and Bridges
Crossing Property Owners' Association, Inc.,

DEFENDANT(S).

F11-05097

IN THE COURT OF COMMON PLEAS

AMENDED LIS PENDENS

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2011-CP-23-5912

DEFICIENCY WAIVED

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
2011 SEP 27 P 12:22

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in this court upon Complaint of the above-named Plaintiff against the above-named Defendant for foreclosure of a certain mortgage of real estate given by Charles M. Thompson to Mortgage Electronic Registration Systems, Inc., as nominee for E-Loan, Inc., its successors and assigns, in the amount of One Hundred Thirteen Thousand Five Hundred Twenty And 00/100 (\$ 113,520.00) Dollars, dated October 12, 2006, and recorded October 12, 2006 in the Office of the Register of Deeds for Greenville County in Book 4658 at Page 623.

Thereafter, by virtue of an assignment dated June 10, 2011, recorded June 15, 2011, in Mortgage Book 5121 at Page 3778, Mortgage Electronic Registration Systems, Inc., as nominee for E-Loan, Inc., its successors and assigns, assigned said mortgage unto BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP.

Thereafter, by virtue of a corporate merger, BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP merged with Bank of America, N.A. making Bank of America, N.A. successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP the present lien holder and Plaintiff herein.

The premises covered and affected by the said mortgage as by the foreclosure thereof, were, at the time of the making thereof, and at the time of the filing of this Notice, described as follows:

LEGAL DESCRIPTION AND PROPERTY ADDRESS:

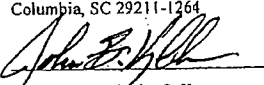
All that certain piece, parcel or lot of land together with all improvements located thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 158 on a plat of Enclave at Bridges Crossing prepared by Wooten Surveying Co., dated January 30, 2002, and recorded in the Register of Deeds for Greenville County in Plat Book 44-W at Page 82 and also being shown on a more recent plat entitled "Closing Survey for Janet H. King", prepared by Wooten Surveying Co., dated April 28, 2003 and recorded in the Register of Deeds for Greenville County in Plat Book 46-V at Page 79 and having such metes and bounds as shown on the more recent plat, reference to which is hereby made for a more complete description.

Together with a perpetual non-exclusive right of ingress and egress over and across such private roads and common areas as are shown or noted on the aforementioned plat and plat of Enclave at Bridges Crossing, Phase 6, recorded in Plat Book 44-W at Page 82 in order to provide the owner of said lot, their successors, assigns, families, guests, invitees, tenants or lessees with a means of ingress and egress from said lot to Lea Gail Circle and Holland Road.

This being the same property conveyed to Charles M. Thompson by deed of Tammy L. French, dated October 12, 2006 and recorded October 12, 2006 in Book 2231 at Page 1396 in the Office of the Register of Deeds for Greenville County, South Carolina.

104 Nobska Light Court, Simpsonville, South Carolina 29681
TMS # 0546.07-01-053.00

KORN LAW FIRM, P.A.
1300 Pickens Street.
P.O. Box 11264
Columbia, SC 29211-1264


Peter D. Korn / John S. Kay
Alan M. Stewart / H. Guyton Murrell
John B. Kelchner / Meredith S. Lee
Attorneys for Plaintiff

Columbia, South Carolina
September 26, 2011

ROA_0031

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Bank of America, N.A. successor by merger to BAC Home Loans
Servicing, LP FKA Countrywide Home Loans Servicing, LP,

PLAINTIFF,

vs.

Charles M. Thompson, Mortgage Electronic Registration Systems,
Inc., as nominee for E-Loan, Inc., its successors and assigns, Mortgage
Electronic Registration Systems, Inc., as nominee for MidCountry
Bank, its successors and assigns, and Bridges Crossing Property
Owners' Association, Inc.,

DEFENDANT(S).

F11-05097

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, or otherwise appear and defend, and to serve a copy of your Answer to said Complaint upon the subscriber at his office, 1300 Pickens Street, P.O. Box 11264, Columbia, South Carolina, 29211-1264, within thirty (30) days after service hereof, except as to the United States of America, which shall have Sixty (60) days, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, or otherwise appear and defend, the Plaintiff in this action will apply to the Court for the relief demanded therein, and judgment by default will be rendered against you for the relief demanded in the Complaint.

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

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Mortgagee immediately and separately and such application will be deemed absolute and total in the absence of your application for such an appointment within thirty (30) days after the service of the Summons and Complaint upon you.

YOU WILL ALSO TAKE NOTICE that should you fail to Answer the foregoing Summons, the Plaintiff will move for an Order of Reference of this cause to the Master-in-Equity or Special Referee in/for this County, which Order shall, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, specifically provide that the said Master in Equity or Special Referee is authorized and empowered to enter a final judgment in this cause with appeal only to the South Carolina Court of Appeals pursuant to Rule 203(d)(1) of the SCAR, effective June 1, 1999.

KORN LAW FIRM, P.A.

1300 Pickens Street
P.O. Box 11264
Columbia, S.C. 29211-1264
(803) 257-5817


PETER D. KORN / JOHN S. KAY
ALAN M. STEWART / JOHN B. KELCHNER
H. GUYTON MURRELL / MEREDITH S. LEE
Attorneys for Plaintiff

Columbia, South Carolina
September 26, 2011

IN THE COURT OF COMMON PLEAS

AMENDED SUMMONS

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2011-CP-23-5912

DEFICIENCY WAIVED

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
DATE: SEP 27 2011

2011 SEP 27 P 12:29

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Bank of America, N.A. successor by merger to
BAC Home Loans Servicing, LP FKA
Countrywide Home Loans Servicing, LP,

PLAINTIFF,

vs.

Charles M. Thompson, Mortgage Electronic
Registration Systems, Inc., as nominee for E-
Loan, Inc., its successors and assigns, Mortgage
Electronic Registration Systems, Inc., as
nominee for MidCountry Bank, its successors
and assigns, and Bridges Crossing Property
Owners' Association, Inc.,

DEFENDANT(S).

F11-05097

IN THE COURT OF COMMON PLEAS

AMENDED COMPLAINT

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2011-CP-23-5912

DEFICIENCY WAIVED

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
2011 SEP 27 P 12:26

The Plaintiff, complaining of the Defendants above-named would respectfully show unto this Honorable Court:

1. That the Plaintiff is a corporation/limited liability company organized and existing under and by virtue of the laws of The United States of America; and that the Defendant Charles M. Thompson, is upon information and belief, a citizen and resident of the County of Greenville, State of South Carolina. That the Defendant, Mortgage Electronic Registration Systems, Inc., as nominee for E-Loan, Inc., its successors and assigns, is upon information and belief a business organized and existing under the laws of Delaware. ~~That the Defendant, Mortgage Electronic Registration Systems, Inc., as nominee for~~ MidCountry Bank, its successors and assigns, is upon information and belief a business organized and existing under the laws of Delaware. That the Defendant, Bridges Crossing Property Owners' Association, Inc., is upon information and belief a business organized and existing under the laws of South Carolina.
2. Any Defendant described herein as a judgment creditor(s) has, by filing the judgment(s), designated the attorney(s) entering the judgment(s) as their agent for service of process pursuant to the provisions of Section 15-35-840 of the S.C. Code of Laws (1976) as amended.
3. That the real property hereinafter described, which is the subject of this action, is situated and located in the County of Greenville, State of South Carolina.
4. That on or about October 12, 2006, for value received, Charles M. Thompson, did execute and deliver to E-Loan, Inc., a certain promissory note in writing according to the terms and conditions set out

therein, wherein and whereby said Charles M. Thompson promised to pay to E-Loan, Inc., its the sum of One Hundred Thirteen Thousand Five Hundred Twenty And 00/100 Dollars (\$113,520.00), together with interest thereon at the rate of Seven And 125/1000 per cent (7.125%) per annum.

5. That in order to better secure the payments of the said note and debt, in accordance with the terms and conditions thereof, Charles M. Thompson, did execute and deliver on October 12, 2006 unto Mortgage Electronic Registration Systems, Inc., as nominee for E-Loan, Inc., its successors and assigns, a mortgage covering the following described property:

Legal description and property address:

All that certain piece, parcel or lot of land together with all improvements located thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 158 on a plat of Enclave at Bridges Crossing prepared by Wooten Surveying Co., dated January 30, 2002, and recorded in the Register of Deeds for Greenville County in Plat Book 44-W at Page 82 and also being shown on a more recent plat entitled "Closing Survey for Janet H. King", prepared by Wooten Surveying Co., dated April 28, 2003 and recorded in the Register of Deeds for Greenville County in Plat Book 46-V at Page 79 and having such metes and bounds as shown on the more recent plat, reference to which is hereby made for a more complete description.

Together with a perpetual non-exclusive right of ingress and egress over and across such private roads and common areas as are shown or noted on the aforementioned plat and plat of Enclave at Bridges Crossing, Phase 6, recorded in Plat Book 44-W at Page 82 in order to provide the owner of said lot, their successors, assigns, families, guests, invitees, tenants or lessees with a means of ingress and egress from said lot to Lea Gail Circle and Holland Road.

This being the same property conveyed to Charles M. Thompson by deed of Tammy L. French, dated October 12, 2006 and recorded October 12, 2006 in Book 2231 at Page 1396 in the Office of the Register of Deeds for Greenville County, South Carolina.

104 Nobska Light Court, Simpsonville, South Carolina 29681
TMS# 0546.07-01-053.00

~~6. Thereafter said mortgage was recorded in Book 4658 at Page 623 on October 12, 2006 in the~~
Office of the Register of Deeds of Greenville County.

7. Thereafter, by virtue of an assignment dated June 10, 2011, recorded June 15, 2011, in Mortgage Book 5121 at Page 3778, Mortgage Electronic Registration Systems, Inc., as nominee for E-Loan, Inc., its successors and assigns, assigned said mortgage unto BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP.

8. Thereafter, by virtue of a corporate merger, BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP merged with Bank of America, N.A. making Bank of America, N.A. successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP the present lien holder and Plaintiff herein.

9. The above referenced instrument constitutes a first mortgage lien and is a purchase money mortgage with the proceeds of the loan being used to purchase the property above described.

10. That the Defendant, Mortgage Electronic Registration Systems, Inc., as nominee for E-Loan, Inc., its successors and assigns, is made a party by virtue of a Mortgage dated October 12, 2006 and recorded October 12, 2006 in Book 4658 at Page 638 given by Charles M. Thompson in the amount of Twenty-Eight Thousand Three Hundred Eighty and 00/100 (\$28,380.00) dollars. Said Mortgage is Junior to Plaintiff's first mortgage.

11. That the Defendant, Mortgage Electronic Registration Systems, Inc., as nominee for MidCountry Bank, its successors and assigns, is made a party by virtue of a Mortgage dated February 29, 2008 and recorded March 3, 2008 in Book 4924 at Page 808 given by Charles M. Thompson in the amount of Two ~~Hundred Sixty-Seven Thousand Seven Hundred Fifty and 00/100 (\$267,750.00)~~ dollars. Thereafter, said mortgage was modified by that "Loan Modification Agreement" dated November 14, 2008 and recorded December 4, 2008 in Book 5013 at Page 2462. Thereafter, said mortgage was assigned from Mortgage Electronic Registration Systems, Inc., as nominee for MidCountry Bank, its successors and assigns, to U.S. Bank, National Association, dated August 22, 2011 and recorded September 12, 2011 in Book 5131 at Page 239. Said Mortgage is Junior to Plaintiff's first mortgage.

12. That the Defendant, Bridges Crossing Property Owners' Association, Inc., is made a party by virtue of any homeowners' liens or assessments recorded or unrecorded that are due or that may become due in the future.

13. According to the terms and conditions of the said note and mortgage, it is provided that in the event of default in the payment of any installment when due, and if such default is not made good prior to the due date of the next such installment, the entire principal and accrued interest shall at once become due and payable without notice at the option of the holder, and if the same should be placed in the hands of an attorney for collection, all costs of collection, including a reasonable attorney's fee, would be secured by the said mortgage as a part of the debt secured thereby.

14. That under the terms and conditions of said mortgage, it is provided that, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured thereby, the mortgagor will pay to the mortgagee, on the payment due date each month until the said note is fully paid, certain additional sums, including but not limited to, certain amounts for fire and other hazard insurance and taxes and assessments due on the mortgaged premises.

15. Further, under the terms and conditions of said mortgage, it was agreed that the mortgagor would pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions for which provisions were not otherwise made, and if they failed to do so, the mortgagee might pay same, which amount, together with interest thereon, would be secured by said mortgage.

16. According to the terms of said mortgage, and as additional security, the mortgagor assigned all rents, issues and profits of the mortgaged premises from and after any default there under, and should legal proceedings be instituted pursuant to said mortgage, the mortgagee, its successors or assigns, was given the right to have a Receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings, and the execution of his trust as a Receiver, shall apply the residue of the rents, issues and profits, toward the debt secured by said mortgage.

17. The monthly payments due on said note and mortgage are in default since October 1, 2010, and the conditions of said note and mortgage have been broken and the Plaintiff elects to, and does declare the entire balance of said indebtedness due and payable, and that there is due on said note and mortgage as of October 1, 2010 the sum of One Hundred Thirteen Thousand Five Hundred Four And 56/100 Dollars (\$113,504.56), together with interest at the rate of Seven and 125/1000 per cent (7.125 %) per annum from September 1, 2010 and also for the costs and disbursements of this action, including attorney's fees.

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

19. That the servicer is participating in the Home Affordable Modification Program (HMP). The loan is not subject to modification under the HMP because the subject property is not the borrower's primary residence. The loan is not subject to the Supreme Court of South Carolina's Administrative Order (Order No. 2011-05-02-01) because the subject property is not an owner-occupied dwelling as defined in Paragraph A.(3) of said Order.

20. That upon information and belief, certain costs for inspecting and securing the subject property have been incurred by the Plaintiff as a result of this delinquency and Plaintiff is informed and believes it is entitled to reimbursement for such charges, if any.

21. The notice of consumer's right to cure, as contemplated under S.C. Code Sections 37-5-110 and 37-5-111, has been given or is not required, and all conditions precedent to the acceleration of the debt and foreclosure of the mortgage have been performed or have occurred.

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

(1) That the amount due upon the said note and mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.

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

(3) That the mortgaged premises be sold under the direction of this court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

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

Second, to the payment and discharge of the amount due on Plaintiff's note and mortgage, together with attorney's fees as aforesaid, and

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

(4) For an Order directing and empowering the Sheriff of Greenville County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property hereinabove described should the same become necessary.

(5) For an Order granting the appointment of a receiver to secure and supervise the rental of the property sought to be foreclosed.

(6) For reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

(7) For such other and further relief as may be just and proper.

(8) For an order satisfying any prior liens that may be of record, but have been paid in full.

KORN LAW FIRM, P.A.
1300 Pickens Street
P.O. Box 11264
Columbia, S.C. 29211-1264
(803) 252-5817


PETER D. KORN / JOHN S. KAY
ALAN M. STEWART / JOHN B. KELCHNER
H. GUYTON MURRELL
Attorneys for Plaintiff

Columbia, South Carolina
September 24, 2011

50710.F37001

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

U.S. Bank, National Association,

PLAINTIFF,

vs.

Charles M. Thompson; E-Loan, Inc.; and SC
Telco Federal Credit Union,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
C/A NO: 2011-CP-23- 366 8

LIS PENDENS

(NON-JURY MORTGAGE FORECLOSURE)

ENTERED COMPUTER

FILED IN CLERK'S OFFICE
GREENVILLE COUNTY
PAUL B. WICKENBACH
2011 MAY 31 A 10:55

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in this court upon Complaint of the above-named Plaintiff against the above-named Defendant(s) for foreclosure of a certain mortgage of real estate given by Charles M. Thompson to Mortgage Electronic Registration Systems, Inc. as nominee for MidCountry Bank in the amount of \$267,750.00; dated February 29, 2008; for MidCountry and recorded in the Office of the Register of Deeds for Greenville County in Book 4924 at Page 808 of the Register March 3, 2008.

The premises covered and affected by the said mortgage as by the foreclosure thereof, were at the time of the making thereof, and at the time of the filing of this Notice, described as follows:

All that certain piece, parcel, or tract of land, situate, lying and being in the State of South Carolina, County of Greenville, designated as Lot 1A on a plat entitled "Pennington Park, County of Greenville, a prepared by Fant Reichert and Fogleman, Inc., dated May 15, 2006 and recorded on September 5, 2006 in Book 1018 at Page 56. Reference is being made to said plat for a more complete metes and bounds description thereof.

TMS# 0633.14-01-001.00

Property Address: 2 Country Mist Dr, Greer, SC

AND:

All that certain piece, parcel or lot of land together with all improvements located thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 158 on a plat of Enclave at Bridges Crossing prepared by Wooten Surveying Co., dated January 30, 2002 and recorded in the Register of Deeds Office for Greenville County, in Plat Book 49-W at Page 82 and also being shown on a more recent plat entitled "Closing Survey for Janet H. King", prepared by Wooten Surveying Co, dated April 28, 2003 and recorded in the Register of Deeds Office for Greenville County, in Plat Book 46- V at Page 79 and having such metes and bounds as shown on the more recent plat, reference to which is hereby made for a more complete description.

Verified

RECORDED IN BOOK LLI PAGE 048

ROA_0038

Together with a perpetual non-exclusive right of ingress and egress over across such private roads and common areas as are shown or noted across such private roads and common areas as are shown or noted on the aforementioned plat and plat of Enclave at Bridges Crossing, Phase 6, recorded in Plat Book 44-W at Page 82 in order to provide the owner of said lot, their successors, assigns, families, guests, invitees, tenants or leasees with a means of ingress and egress from said lot to Lea Gail Circle and Holland Road.

TMS# 0546.07-01-053.00

Property Address: 104 Nobska Light Court, Simpsonville, SC

FINKEL LAW FIRM LLC
Post Office Box 71727
North Charleston, South Carolina 29415
(843) 577-5460

By:

Joseph T. Merli
Thomas A. Snook/Susan S. White
Joseph T. Merli/Andrew M. Wilson
Elizabeth S. Moore
Attorneys for Plaintiff

May 25, 2011

50710.E37001

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

U.S. Bank, National Association,

PLAINTIFF,

vs.

Charles M. Thompson; E-Loan, Inc.; and SC
Telco Federal Credit Union,

DEFENDANT(S).

TO THE ABOVE NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, or to otherwise appear and defend, and to serve a copy of your Answer to said Complaint upon the plaintiff's attorneys at their office, 3955 Faber Place, Suite 200, P.O. Box 71727, North Charleston, South Carolina, 29415, or to otherwise appear and defend the action pursuant to applicable court rules, within thirty (30) days after service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the date of service hereof, exclusive of such service; and if you fail to answer the Complaint or otherwise appear and defend within the time aforesaid, the Plaintiff in this action will apply to the Court for relief demanded in the Complaint, and judgment by default will be rendered against you for the relief demanded in the Complaint by default. TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY.

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

YOU WILL ALSO TAKE NOTICE that pursuant to Rule 53(b) of the South Carolina Rules of Civil Procedure, as amended effective September 1, 2002, the Plaintiff will move for a general Order of Reference to the Master in Equity for Greenville County, which Order shall, pursuant to Rule 53(b) of the

FILED CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENS
2011 MAY 31 A 10:55

FINKEL LAW FIRM LLC
P.O. Box 71727
North Charleston, S.C. 29415
(843) 577-5460

Thomas A. Shook/Susan S. White
Joseph T. Merli/Andrew M. Wilson
Elizabeth S. Moore
Attorneys for Plaintiff

I hereby certify that the foregoing is a true and correct copy of the original as filed in my office.

Dated at New York City, New York, this _____ day of _____, 19____.

Notary Public in and for the State of New York

STATE OF SOUTH CAROLINA.

COUNTY OF GREENVILLE

U.S. Bank, National Association,

PLAINTIFF,

vs.

Charles M. Thompson; E-Loan, Inc.; and SC Telco Federal Credit Union,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO: 2011-CP-23-3668

COMPLAINT

(NON-JURY MORTGAGE FORECLOSURE)

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKERSHAM
2011 MAY 31 A 10:55
SURE)

The Plaintiff alleges as follows:

1. The Plaintiff, a corporation or other legal entity, brings this foreclosure action to collect and enforce a promissory debt and/or enforce a mortgage, security interest, or other rights in property securing the debt and/or enforce a mortgage, security interest, or other rights in property securing the debt.
2. The Plaintiff is the servicer and/or mortgagee of the note and mortgage covering real property located in Greenville County, which is the subject of the within captioned action, and is identified as the party to enforce same.
3. The defendant(s) named herein may have an interest in the property that is the subject of the action named in this caption.
4. Any defendant(s) described herein as Judgment Creditor(s) have by filing judgment(s) and/or defendant(s) described herein as attorney(s) entering the judgment(s) as their agent for service of process pursuant to the provisions of § 15-35-840 of the South Carolina Code of Laws (1976 as amended) provisions of § 15-35-840 of the South Carolina Code of Laws (1976 as amended).
5. Upon information and belief, the defendant(s) Charles M. Thompson is not in the military service and is not in the service of the United States of America pursuant to the provisions of the Servicemembers Civil Relief Act (2003).
6. On or about February 29, 2008, for value received, Charles M. Thompson executed and delivered to MidCountry Bank a certain promissory note in the sum of \$267,750.00, together with interest thereon at the rate of 7.70% per annum.
7. To secure the payment of the said note and debt, secured hereby, and in accordance with the terms and conditions thereof, on February 29, 2008, Charles M. Thompson executed and delivered to Mortgage Electronic Registration Systems, Inc. as nominee for MidCountry Bank, its successors and assigns, a mortgage covering the following described property:

All that certain piece, parcel, or tract of land, situate, lying and being in the State of South Carolina, County of Greenville, designated as Lot 1A on a plat entitled "Pennington Park", prepared by Fant Reichert and Fogleman, Inc., dated May 15, 2006 and recorded on September 5, 2006 in Book 1018 at Page 56. Reference is being made to said plat for a more complete metes and bounds description thereof.

TMS# 0633.14-01-001.00

Property Address: 2 Country Mist Dr, Greer, SC

AND:

All that certain piece, parcel or lot of land together with all improvements located thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 158 on a plat of Enclave at Bridges Crossing prepared by Wooten Surveying Co., dated January 30, 2002 and recorded in the Register of Deeds Office for Greenville County, in Plat Book 49-W at Page 82 and also being shown on a more recent plat entitled "Closing Survey for Janet H. King", prepared by Wooten Surveying Co, dated April 28, 2003 and recorded in the Register of Deeds Office for Greenville County, in Plat Book 46- Y at Page 79 and having such metes and bounds as shown on the more recent plat, reference to which is hereby made for a more complete description.

Together with a perpetual non-exclusive right of ingress and egress over across such private roads and common areas as are shown or noted across such private roads and common areas as are shown or noted on the aforementioned plat and plat of Enclave at Bridges Crossing, Phase 6, recorded in Plat Book 44-W at Page 82 in order to provide the owner of said lot, their successors, assigns, families, guests, invitees, tenants or leasees with a means of ingress and egress from said lot to Lea Gail Circle and Holland Road.

TMS# 0546.07-01-053.00

Property Address: 104 Nobska Light Court, Simpsonville, SC

8. Thereafter the mortgage was recorded in the Office of the Register of Deeds for Greenville County in book 4924 at page 808 on March 3, 2008.
9. The mortgage constitutes a first mortgage lien on the subject property.
10. Subsequently, the subject mortgage was assigned or otherwise transferred to U.S. Bank, National Association, the Plaintiff herein.
11. By modification agreement the borrower and the creditor modified the terms of the subject loan which, inter alia, decreased the interest rate to 6.375%.
12. Pursuant to the Administrative Order of the Chief Justice, 2009-05-22-01, the loan that is subject of this action is held by a participant in the Home Affordable Modification Program (HMP). However, the loan is not subject to modification under the HMP because the property is vacant.
13. Pursuant to the terms of the mortgage, any sums paid by the plaintiff for inspecting and securing the subject property, for fire and other hazard insurance, taxes and assessments for the

mortgaged premises, and any costs of collection, including reasonable attorney's fees, are secured by the mortgage.

14. According to the terms of said mortgage, and as additional security, Charles M. Thompson assigned all rents, issues and profits of the mortgaged premises from and after any default thereunder, and should legal proceedings be instituted pursuant to said mortgage, the mortgagee, its successors and assigns, was given the right to have a Receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings, and the execution of his trust as a Receiver, shall apply the residue of the rents, issues and profits, towards the debt secured by said mortgage.

15. The monthly payments due on said note and mortgage are in default since October 1, 2010, although demand for payment thereof has been made and the plaintiff, as the holder of the said note and mortgage, after providing all required notices, elects to, and does declare the entire balance of said indebtedness due and payable, and that there is due on said note and mortgage as of October 1, 2010, the sum of \$261,833.70, together with interest at the rate of 6.375% per annum, from September 1, 2010, and thereafter with interest.

16. Pursuant to Sections 37-3-105, South Carolina Code of Laws (1976 as amended), the mortgage lien in Plaintiff's mortgage lien, which is the subject of this action, is a first lien on real estate and is not a consumer loan for the purposes of the South Carolina Consumer Protection Code. Any notice of right to cure has been given as required.

17. The Plaintiff does not demand a deficiency judgment in the event the sale of the real estate hereon does not yield a sum sufficient to satisfy all indebtedness due to the plaintiff hereon.

18. The following Defendant(s) claim(s), or may claim a lien upon or interest in the subject property as follows:

(a) B-Loan, Inc., by virtue of:

- i. a mortgage from Charles M. Thompson, dated October 12, 2006, and recorded October 12, 2006, in Book 4658 at Page 623, in the amount of \$113,520.00.
- ii. a mortgage from Charles M. Thompson dated October 12, 2006, and recorded October 12, 2006 in Book 4658 at Page 638, in the amount of \$28,380.00.

The above mortgages no longer constitute a lien against the subject property.

- a. SC Telco Federal Credit Union, by virtue of a mortgage from Charles M. Thompson and Melissa N. Thompson, dated May 6, 2009, and recorded May 19, 2009, in Book 5039 at Page 3931, in the amount of \$1 in an amount not to exceed \$31,800.00.

The interest or lien of the above Defendant, if any, is junior and subordinate to the plaintiff's first mortgage lien.

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

1. The amount due upon the said note and mortgage held by Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and the costs of this action.
2. The said Plaintiff's Mortgage be declared a first mortgage lien and that the said Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees and for the costs of this action.
3. The mortgage recorded in book 4658 at page 623, held by Defendant E-Loan, Inc., be declared that it does not constitute a lien against the subject property.
4. The mortgage recorded in book 4658 at page 638, held by Defendant E-Loan, Inc., be declared that it does not constitute a lien against the subject property.
5. The mortgaged premises be sold under the direction of this Court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:
First, to the costs and expenses of the within action and sale;
Second, to the payment and discharge of the amount due on Plaintiff's note and mortgage, together with the attorney's fees as aforesaid, and
Third, the surplus, if any be distributed according to law.
6. An Order be entered directing and empowering the Sheriff of Greenville County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property hereinabove described should the same become necessary.
7. An Order be entered for the ejectment of the defendants in possession herein and all persons claiming thereunder and the removal therefrom of all furnishings, fixtures and items not subject to the lien of the plaintiff's mortgage, which personal property if not removed shall be deemed abandoned and shall be removed by the plaintiff or its agents from the subject property by placing said property on the public street or highway or by any other means.
8. An Order be entered granting the appointment of a Receiver to secure and supervise the rental of the property sought to be foreclosed with authority to take possession thereof and collect rents, issues and profits thereon during the pendency of this action and to hold the same as further security for Plaintiff's debt.

- FINKEL LAW FIRM LLC
P.O. Box 71727
N. Charleston, SC 29415
(843) 597-5460

Thomas A. Shook/Susan S. White
Joseph T. Merli/Andrew M. Wilson
Elizabeth S. Moore
Attorneys for Plaintiff

[illegible]

e to Real Estate

State of South Carolina

Tax Map Number: 0546.07-01-053.00

County of Greenville

Know All Men By These Presents, That

This Deed, Made this 12th day of October, 2006 A.D., Between Tammy L. French

hereinafter referred to as Grantor, in the State aforesaid, for and in consideration of the sum of ONE HUNDRED FORTY-ONE THOUSAND NINE HUNDRED AND - - - - NO/100 DOLLARS, to me paid by the Grantee, below-named, in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, unto Charles M. Thompson

whose address is 104 Nobska Light Court, Simpsonville, SC 29681

hereinafter referred to as Grantee, the following described land: ALL that certain piece, parcel or lot of land together with all improvements located thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 158 on a plat of Enclave at Bridges Crossing prepared by Wooten Surveying Co., dated January 30, 2002, and recorded in the Register of Deeds for Greenville County in Plat Book 44-W at Page 82 and also being shown on a more recent plat entitled "Closing Survey for Janet H. King", prepared by Wooten Surveying Co., dated April 28, 2003 and recorded in the Register of Deeds for Greenville County in Plat Book 46-V at Page 79 and having such metes and bounds as shown on the more recent plat, reference to which is hereby made for a more complete description.

TOGETHER WITH a perpetual non-exclusive right of ingress and egress over and across such private roads and common areas as are shown or noted on the aforementioned plat and plat of Enclave at Bridges Crossing, Phase 6, recorded in Plat Book 44-W at Page 82 in order to provide the owner of said lot, their successors, assigns, families, guests, invitees, tenants or lessees with a means of ingress and egress from said lot to Lea Gail Circle and Holland Road.

TMS #0546.07-01-053.00

THIS conveyance is subject to all taxes, restrictions, setback lines, roadways, zoning ordinances, easements and rights of way appearing on the property and/or of record.

THIS is the same property as that conveyed to the Grantor herein by deed of Janet H. King recorded in the Register of Deeds for Greenville County in Deed Book 2188 at Page 1 on February 3, 2006.

Together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

To Have and to Hold all and singular the premises unto Grantee, his Heirs, Successors and/or assigns forever.

And I do hereby bind myself, my Heirs, Successors, Executors, and/or Administrators, to warrant and forever defend all and singular the said premises unto Grantee, his Heirs, Successors and/or assigns against me and my Heirs or Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

All reference made herein to the singular shall include the plural, all reference made herein to the masculine shall include the feminine and the neuter.

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in my presence:

Kathy H. Rolker (Witness) Tammy L. French (Grantor) (Seal)

Witness [Signature] 2006100495 DEED 1 PG
October 12, 2006 12:58:18 Book: DE 2231 Page: 1386-1386
Rec: \$10.00 Cnty Tax: \$156.20 State Tax: \$369.20

State of South Carolina
County of Greenville

Personally appeared before me the undersigned witness and made oath that he saw the within named Grantor sign, seal and as his act and deed, deliver the within written Deed for the uses and purpose therein and that he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me on October 12th, 2006

[Signature] (SEAL) Kathy H. Rolker
Notary Public for South Carolina

My Commission Expires: 12-16-2014

T06-0787

Lines Generated by © Duploy Systems, Inc., 7000 (EST) 763-5515 Form SCWD-2

FILED FOR RECORD IN GREENVILLE COUNTY, SC
2006100495 Book: DE 2231 Page: 1386-1386
October 12, 2006 12:58:18

BOOK 88 PAGE 1
Christopher L. Coghill, P.A., 1318 Haywood Road, Building E, Greenville, SC 29615

Grantee's Address: 104 Nobska Light Court, Simpsonville, SC 29681

2006 FEB -3 P 2: 15

STATE OF SOUTH CAROLINA)

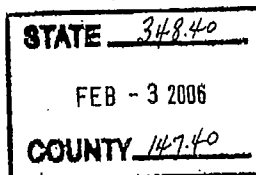
COUNTY OF GREENVILLE)

TITLE TO REAL ESTATE
TIMOTHY L. LANEY
REGISTER OF DEEDS

KNOW ALL MEN BY THESE PRESENTS:

That JANET H. KING, hereinafter referred to as Grantor, in consideration of the sum of One Hundred Thirty Four Thousand and 00/100 DOLLARS (\$134,000.00), paid to Grantor by TAMMY L. FRENCH hereinafter referred to as Grantee, at and before the sealing of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, their heirs and assigns, forever.

SEE ATTACHED EXHIBIT A



799- 546.7- 1-53

The above-described property is conveyed subject to all easements, rights of way, and restrictions appearing of record and actually existing on the ground affecting such property.

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 Grantee and Grantee's Heirs/Successors and Assigns forever.

AND Grantor does hereby bind Grantor and Grantor's Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto Grantee and Grantee's Heirs/Successors and Assigns against Grantor and Grantor's Heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

11049

02-03-2006 01CL9141

RECORDING FEE 10.00

Witness the hand and seal of Grantor this 27th day of January, 2006.

Signed, sealed and delivered in the presence of:

First Witness [Signature]
 Second Witness [Signature]

[Signature]
 Janet H. King

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 27th day of January, 2006 by Janet H. King.

[Signature]
 Notary Public for South Carolina
 My Commission Expires: 10-2-08

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina being shown and designated as Lot No. 158 on a plat of Enclave at Bridges Crossing, prepared by Wooten Surveying Co., dated January 30, 2002 and recorded in Plat Book 44-W at Page 82 in the ROD Office for Greenville County, South Carolina; and being further shown on a plat entitled "Closing Survey for Janet H. King", prepared by Wooten Surveying, Co., dated April 28, 2003 and recorded in Plat Book 46-V at Page 79 in the ROD Office for Greenville County, South Carolina. Reference to more recent plat of record is hereby craved for a more complete metes and bounds description thereof.

TOGETHER WITH a perpetual non exclusive right of ingress and egress over and across such private roads and common areas as are shown or noted on the aforementioned plat and plat of Enclave at Bridges Crossing, Phase 6, recorded in Plat Book 44-W at Page 82 in the order to provide the owner of said lot, their successors, assigns, families, guests, invitees, tenants or lessees with a means of ingress and egress from said lot to Lea Gail Circle and Holland Road.

This being the same property conveyed unto Janet H. King by Deed of Poinsett Homes, LLC dated April 29, 2003 and recorded May 1, 2003 in Deed Book 2036, Page 1206, in the ROD Office for Greenville County, South Carolina.

GREENVILLE COUNTY
TMS # 0546-07-01-053-00

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 02:15 PM
02 03 06 RECORDED IN DEED
BOOK 2188 PAGE 0001 THRU 0003
DOC # 2006011049

Timothy H. King

GENERAL WARRANTY DEED

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

Grantee's address:
104 Nobska Light Court
Simpsonville, SC 29681

KNOW ALL MEN BY THESE PRESENTS, that *Poinsett Homes, LLC* in consideration of *One Hundred Twenty Thousand and No/100ths (\$120,000.00) Dollars*, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto *Janet H. King*, her heirs and assigns forever, the following described property:

ALL that piece, parcel, or lot of land, with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot 158 of Enclave at Bridges Crossing as shown on plat of Closing Survey for Janet H. King, dated April 28, 2003 prepared by Wooten Surveying Co. recorded in the Office of Greenville County Register of Deeds in Plat Book 44-V, Page 79, said plat of survey being craved for a complete metes and bounds description.

TOGETHER WITH a perpetual non exclusive right of ingress and egress over and across such private roads and common areas as are shown or noted on the aforementioned plat and plat of Enclave at Bridges Crossing, Phase 6 recorded in Plat Book 44-W at Page 82 in order to provide the owner of said lot, their successors, assigns, families, guests, invitees, tenants or lessees with a means of ingress and egress from said lot to Lea Gail Circle and Holland Road.

DERIVATION: Deed of Poinsett Development, LLC recorded February 21, 2001 in Deed Book 1943 at Page 343.

- 728- 546.7 - 1-53
OUT OF 546.7 - 1-61

TAX MAP NO: Portion of 546.1-1-22

This conveyance is subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictive covenants that may appear of record or on the premises.

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs, successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs, successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs, successors and assigns against the grantor(s) and the grantor's(s') heirs, successors and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor responsible for 2003 real property taxes.

STATE 312.00
MAY 01 2003
COUNTY 132.00

50119

05-01-2003 01DL9304

RECORDING FEE 10.00

WITNESS the grantor's(s) hand and seal this 29th day of April, 20 03.

SIGNED, sealed and delivered
in the presence of:

POINSETT HOMES, LLC

Brian D. Cohen
Robin L. Hastings

By: Ted D. Smith (SEAL)
Ted D. Smith, Member/Owner

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within
named grantor(s) sign, seal and as the grantor's(s) act and deed, deliver the within deed and that
(s)he, with other witness subscribed above witnessed the execution thereof.

SWORN to me this 29th
day of April, 20 03
Robin L. Hastings (SEAL)
Notary Public for South Carolina
My commission expires: 10/02/08

Brian D. Cohen

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 04:42 PM
05 01 03 RECORDED IN DEED
BOOK 2036 PAGE 1206 THRU 1207
DOC # 2003050119

Judy A. Hix

GENERAL WARRANTY DEED

STATE OF SOUTH CAROLINA) Grantee's address:
) 221 Pelham Road
 COUNTY OF GREENVILLE) Greenville, SC 29615

2001 FEB 21 4:32

KNOW ALL MEN BY THESE PRESENTS, that *Poinsett Development, LLC* in consideration of *One Dollar (\$1.00)* and assumption of the Mortgages set forth below, the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto *Poinsett Homes, LLC*, its successors and assigns forever, the following described property:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

TAX MAP NO: _____

The within described property is hereby conveyed subject to (a) that certain Mortgage of Poinsett Development, LLC to First Federal Bank in the original principal amount of \$1,298,000.00, which Mortgage was recorded December 1, 2000 in Mortgage Book 3412 at Page 1120 and (b) that certain Mortgage of Poinsett Development, LLC to First Federal Bank in the original principal amount of \$693,000.00, which Mortgage was recorded December 1, 2000 in Mortgage Book 3412 at Page 1144. The present outstanding balances on said loans are approximately (a) \$979,438.00 and (b) \$356,374.00, respectively.

This conveyance is subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictive covenants that may appear of record or on the premises.

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs, successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs, successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs, successors and assigns against the grantors(s) and the grantor's(s') heirs, successors and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's(s') hand and seal this 20th day of February, 2001.

SIGNED, sealed and delivered
 in the presence of:

POINSETT DEVELOPMENT, LLC (SEAL)

S. Hayward
Robin L. Hastings

By: *Ted D. Smith*
 Ted D. Smith, Member/Owner

14026

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENVILLE)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named grantor(s) sign, seal and as the grantor's(s') act and deed, deliver the within deed and that (s)he, with other witness subscribed above witnessed the execution thereof.

SWORN to me this 20th
day of February, 2001.

S. Gray Walsh (SEAL)
Notary Public for SC
My commission expires: 4/21/2005

Robin L. Hastings

Prepared by:
LOVE, THORNTON, ARNOLD & THOMASON, P.A.
P.O. Box 10045
410 E. Washington Street
Greenville, S.C. 29603
Attention: S. Gray Walsh

PARCEL I:

ALL that certain piece, parcel or tract of land containing 23.923 acres, more or less, situate, lying and being on the eastern side of Holland Road (Road #G-208) in the County of Greenville, State of South Carolina, being shown and designated on "Boundary Survey for Poinsett Development, LLC", prepared by Wooten Surveying Co., dated November 30, 2000, recorded in Plat Book 43-D at Page 95 in the Office of the Greenville County Register of Deeds. Reference to said plat is hereby craved for a complete metes and bounds description.

-798-546.1-1-22.9

DERIVATION: Deed of Robert Benjamin Tanner and A. D. Tanner, III recorded December 1, 2000 in Deed Book 1934 at Page 771.

PARCEL II:

ALL that certain piece, parcel or tract of land containing 11.476 acres, more or less, situate, lying and being on the northern side of Bridges Road (Road #G-26) in the County of Greenville, State of South Carolina, being shown and designated on "Boundary Survey for Poinsett Development, LLC", prepared by Wooten Surveying Co., dated November 30, 2000, recorded in Plat Book 43-D at Page 96 in the Office of the Greenville County Register of Deeds. Reference to said plat is hereby craved for a complete metes and bounds description.

DERIVATION: Deed of Robert Benjamin Tanner and A. D. Tanner, III recorded December 1, 2000 in Deed Book 1934 at Page 771.

-798-546.1-1-22

EXHIBIT A

C:\Wpdocs\Poinsett Development\Tanner Transaction\Description-parcel A and B

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 03:32 PM
02/21/01 RECORDED IN DEED
BOOK 1943 PAGE 0343 THRU 0345
DOC # 2001014028

Judy A. Hix

After Recording Return To:
STEWART MORTGAGE INFORMATION
E-LOAN TRAILING DOCUMENTS
3910 KIRBY DRIVE SUITE 300
HOUSTON, TX 77098
800-795-5263



2006100496
Book: NO 4658 Page: 523-637

This instrument was prepared by:
ROBERT CARPENTER
E-LOAN, INC.
6230 STONERIDGE MALL ROAD
PLEASANTON, CA 94588

October 12, 2006 12:58:19
Rec: \$21.00 Cnty Tax: \$0.00 State Tax: \$0.00
FILED IN GREENVILLE COUNTY, SC

Title Order No.: T06-0787
Escrow No.: T06-0787
LOAN #: A1100503

[Space Above This Line For Recording Date]

MORTGAGE

MIN 100039610011005039

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated OCTOBER 12, 2006, together with all Riders to this document.
(B) "Borrower" is Charles M Thompson.

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2028, Flint, Michigan 48501-2028, tel. (888) 679-MERS.
(D) "Lender" is E-LOAN, INC..

Lender is a DELAWARE CORPORATION,
THE STATE OF DELAWARE.
ROAD, PLEASANTON, CA 94588.

organized and existing under the laws of
Lender's address is 6230 STONERIDGE MALL

(E) "Note" means the promissory note signed by Borrower and dated OCTOBER 12, 2006. The Note states that Borrower owes Lender *ONE HUNDRED THIRTEEN THOUSAND FIVE HUNDRED TWENTY AND NO/100 ***** Dollars (U.S. \$113,520.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than NOVEMBER 1, 2036.

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

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

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

- | | | |
|---|--|--|
| ☒ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☒ Planned Unit Development Rider | ☒ Other(s) [specify] EXHIBIT "A" |
| ☐ 1-4 Family Rider | ☐ Biweekly Payment Rider | |
| ☐ V.A. Rider | | |

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

SOUTH CAROLINA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3041 1/01
© 1999-2004 Online Documents, Inc. Page 1 of 9

Initials:

SCDEED 0412
10-04-2006 12:37

ROA_0056

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

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

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

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

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

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

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY

(Type of Recording Jurisdiction) of Greenville

(Name of Recording Jurisdiction):

See legal description attached hereto and made a part hereof.

APN #: 0546.07-01-053.00

which currently has the address of 104 Wobska Light Court, Simpsonville,

[Street] [City]

South Carolina 29681

("Property Address"):

[Zip Code]

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

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

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

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

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

Initials: 

SOUTH CAROLINA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3041 1/01
© 1999-2004 Online Documents, Inc.

Page 2 of 8

SCDEED 0412
10-04-2006 12:37

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

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

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

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

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

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

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

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

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

Initials: 

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

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

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

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

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

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

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

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

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

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

Initials: 

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 repainting or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

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

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

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or which be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the

Initials: 

mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

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

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

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

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

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

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

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and interests

Initials: 

under this Security Instrument, Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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

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

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

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

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

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

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

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

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

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

Initials: 

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

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

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

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

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

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

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

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

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

25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY

Initials: 

LOAN #: A1100503

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 § 12-37-250 of the South Carolina Code of Laws.

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

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

Signed, sealed, and delivered in the presence of:

Heth H. Rolfe
[Signature]

[Signature] (Seal)
Charles M Thompson

State of SOUTH CAROLINA
County of GREENVILLE

The foregoing instrument was acknowledged before me this 10/12/06 (date)
by Charles M Thompson (name of person acknowledged).

[Signature]
Signature of Person Taking Acknowledgement
Notary Public for South Carolina
My commission expires: 12-16-2014

LOAN #: A1100503
MID: 100039610011005039

FIXED/ADJUSTABLE RATE RIDER
(LIBOR One-Year Index (As Published In The Wall Street Journal)-Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 12TH day of OCTOBER, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to E-LCAN, INC., A DELAWARE CORPORATION

("Lender")
of the same date and covering the property described in the Security Instrument and located at: 104 Nobska Light Court
Simpsonville, SC 29681.

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an Initial fixed interest rate of 7.125%. The Note also provides for a change in the Initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the 1ST day of NOVEMBER, 2011, and the adjustable interest rate I will pay may change on that day every 12TH month thereafter. The date on which my Initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-FOURTH percentage point(s) (2.250%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.125% or less than 2.250%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than TWO percentage point(s) (2.000%) from the rate

Initials: 

MULTISTATE FIXED/ADJUSTABLE RATE RIDER-WSJ One-Year LIBOR-Single Family-Fannie Mae Uniform Addendum
Form 3187 6/01
© 2001-2002 Online Documents, Inc. Page 1 of 3 F3187RDU 0208
10-04-2006 12:37

LOAN #: A1100503
of interest I have been paying for the preceding 12 month(s). My interest rate will never be greater than 12.125% which is called the "Maximum Rate."

(E) Effective Date of Changes

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

(F) Notice of Changes

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

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

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.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

Initials: 

MULTISTATE FIXED/ADJUSTABLE RATE RIDER-WSJ One-Year LIBOR-Single Family-Fannie Mae Uniform Instrument

Form 3187 4/01

© 2001-2002 Online Documents, Inc.

Page 2 of 3

F3187ROU

10-04-2006 12:37

LOAN #: A1100503

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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


Charles H. Thompson

10/12/06
Date

LOAN #: A1100503

PLANNED UNIT DEVELOPMENT RIDER

MHN: 100039610011005039

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 12TH day of OCTOBER, 2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to E-LOAN, INC., A DELAWARE CORPORATION

(the "Lender")
of the same date and covering the Property described in the Security Instrument and located at: 104 Nobaka Light Court, Simpsonville, SC 29681.

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

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

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

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

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

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

What Lender requires as a condition of this waiver can change during the term of the loan. Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

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

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

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid

Initials: 

LOAN #: A1100503

to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

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

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

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



Charles H. Thompson (Seal)

EXHIBIT "A"

ALL that certain piece, parcel or lot of land together with all improvements located thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 158 on a plat of Enclave at Bridges Crossing prepared by Wooten Surveying Co., dated January 30, 2002, and recorded in the Register of Deeds for Greenville County in Plat Book 44-W at Page 82 and also being shown on a more recent plat entitled "Closing Survey for Janet H. King", prepared by Wooten Surveying Co., dated April 28, 2003 and recorded in the Register of Deeds for Greenville County in Plat Book 46-V at Page 79 and having such metes and bounds as shown on the more recent plat, reference to which is hereby made for a more complete description.

TOGETHER WITH a perpetual non-exclusive right of ingress and egress over and across such private roads and common areas as are shown or noted on the aforementioned plat and plat of Enclave at Bridges Crossing, Phase 6, recorded in Plat Book 44-W at Page 82 in order to provide the owner of said lot, their successors, assigns, families, guests, invitees, tenants or lessees with a means of ingress and egress from said lot to Lea Gail Circle and Holland Road.

TMS #0546.07-01-053.00

THIS is the same property as that conveyed to the Mortgagor herein by deed of Tammy L. French recorded herewith in the Register of Deeds for Greenville County.

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2006100496 Book:MO 4659 Page:623-637
October 12, 2006 12:58:19

Timothy J. Hanney

2011039996

AS.

1 PG

Book: MO 5121

Page: 3778

Jun 15, 2011 10:19:47 AM
Rec: 6.00 Cnty Tax: 0.00Cons: 0.00
State Tax: 0.00

ELECTRONICALLY FILED IN GREENVILLE COUNTY, SC

Recording Requested By:
Bank of America
Prepared By: Barbara Nord
888-603-9011When recorded mail to:
CoreLogic
450 E. Boundary St.
Attn: Release Dept.
Chapin, SC 29036DocID# 21815381313675254
Tax ID: 0546.07-01-053.00Property Address:
104 NOBSKA LIGHT COURT
Simpsonville, SC 29681

SCD-AM 12841666

6/9/2011

This space for Recorder's use

MIN #: 100039610011005039

MERS Phone #: 888-679-6377

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 3300 S.W. 34TH AVENUE, SUITE 101 OCALA, FL 34474 does hereby grant, sell, assign, transfer and convey unto BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP whose address is 8609 WESTWOOD CENTER, VIENNA, VA 22183 all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender: E-LOAN, INC.
Original Borrower(s): CHARLES M THOMPSON
Date of Mortgage: 10/12/2006
Original Loan Amount: \$113,520.00

Recorded in Greenville County, SC on: 10/12/2006, book MO 4658, page 623 and instrument number 2006100496

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on

Dated: 6/10/11MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC.By:
Christopher Herrera, Assistant Secretary

Witness: Dominique Johnson

Witness: Luis Roldan
State of California
County of Ventura

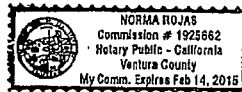
On 6-10-2011 before me, Norma Rojas, Notary Public, personally appeared Christopher Herrera, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public Norma Rojas
My Commission Expires: 2/14/2015

(Seal)

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2011039996 Book: MO 5121 Page: 3778
Jun 15, 2011 10:19:47 AM

ROA_0071

After Recording Return To:
STEWART MORTGAGE INFORMATION
E-LOAN TRAILING DOCUMENTS
3910 KIRBY DRIVE SUITE 300
HOUSTON, TX 77098
800-793-5263



2006100497

MTG
8 PGS

Book: MO 4658 Page: 638-648

October 12, 2006 12:55:20
Rec: \$14.00 Only Tax: \$0.00 State Tax: \$0.00

FILED IN GREENVILLE COUNTY, SC

This instrument was prepared by:
ROBERT CARPENTER
E-LOAN, INC.
6230 STONERIDGE HALL ROAD
PLEASANTON, CA 94588

Title Order No.: T06-0787
Escrow No.: T06-0787
LOAN #: B1100503

MORTGAGE

MIN 100039620011005038

THIS MORTGAGE is made this 12TH day of OCTOBER, 2006, between the Mortgagor,
Charles M Thompson

(herein "Borrower") and the Mortgagee,
This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender,
as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws
of Delaware, and has an address and telephone number of PO Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS,
E-LOAN, INC., A DELAWARE CORPORATION,

organized and existing under the laws of THE STATE OF DELAWARE, whose address is
6230 STONERIDGE HALL ROAD, PLEASANTON, CA 94588

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$28,380.00, which indebtedness
is evidenced by Borrower's note dated OCTOBER 12, 2006 and extensions and renewals thereof
(herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not
sooner paid, due and payable on NOVEMBER 1, 2021.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the
payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this
Mortgage; and the performance of the covenants and agreements of Borrower herein contained. For this purpose,
Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors
and assigns) and to the successors and assigns of MERS the following described property located in the
COUNTY [Type of Recording Jurisdiction] of Greenville

[Name of Recording Jurisdiction]:

See legal description attached hereto and made a part hereof.
APN #: 0546.07-01-053.00

which has the address of 104 Nobska Light Court, Simpsonville,

South Carolina 29681 (herein "Property Address");

[Street] [City]

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and
assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter
erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and
remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the
leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property." Borrower understands
and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if
necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the
right to exercise any or all of these interests, including, but not limited to, the right to foreclose and sell the Property;
and to take any action required of Lender including, but not limited to, releasing or cancelling this Security Instrument.
Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage,
grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower
covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands,
subject to encumbrances of record.

SOUTH CAROLINA - SECOND MORTGAGE - 1/80 - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Modified by Online Documents, Inc.
© 2001-2004 Online Documents, Inc.
10-04-2006 12:39

Initials: [Signature]
Form 3841 Amended 10/14
SCCSCDE 0402

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. **Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

Initials: 
Form 3841 Amended 10/94

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 20 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Initials: _____

SOUTH CAROLINA - SECOND MORTGAGE - 1/80 - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3841 Amended 10/84

Modified by Online Documents, Inc.

© 2001-2004 Online Documents, Inc.

10-04-2006 12:33

Page 3 of 4

SCCSECC 0402

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property.

22. Riders. All Riders to this document are executed by Borrower. The following Riders are to be executed by the Borrower (check box as applicable):

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

REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.
Signed, sealed and delivered in the presence of:

Kathy H. Bolten

Charles M. Thompson (Seal)
Charles M. Thompson

[Signature]

State of SOUTH CAROLINA
County of GREENVILLE

The foregoing instrument was acknowledged before me this 10/12/06
(date) by Charles M. Thompson (name(s) of person(s) acknowledged).

[Signature]
(Signature of Person Taking Acknowledgement)
Notary Public for South Carolina
My commission expires: 12-16-2014

LOAN #: B1100503

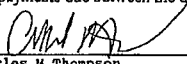
BALLOON RIDER TO SECURITY INSTRUMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned agree that the certain Security Instrument (Deed of Trust/Mortgage/Security Deed) of even date to which this Rider is attached shall be subject to the following provisions, notwithstanding any provisions to the contrary contained in said Security Instrument securing same:

BALLOON PAYMENT

This loan is payable at the end of FIFTEEN (15) year(s). You must repay the entire principal balance of the loan and the unpaid interest then due. The lender is under no obligation to refinance the loan at that time. You will, therefore, be required to make payment out of other assets you may own, or you will have to find a lender which may be the lender you have this loan with, willing to lend you the money. If you refinance this loan at maturity, you may have to pay some or all closing costs normally associated with a new loan, even if you obtain refinancing from the same lender.

At least ninety (90) but no more than one hundred twenty (120) days prior to the Maturity Date, Lender must send Borrower a notice prior to the Maturity Date. Lender must send Borrower a notice prior to the Maturity Date and the amount of the "Balloon Payment" which will be due on the Maturity Date (assuming all scheduled payments due between the date of the notice and the Maturity Date are made on time).


Charles H. Thompson

10/12/06
Date

(12/01)
Online Documents, Inc
10-04-2006 12:39

F3518BLR 0202

LOAN #: B1100503

MIN: 100039620011005038

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 12TH day of OCTOBER, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to E-LOAN, INC., A DELAWARE CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 104 Nobska Light Court Simpsonville, SC 29681

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

(the "Declaration").

The Property is a part of a planned unit development known as

(the "PUD").

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

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

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

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

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

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

10-04-2006 12:39

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3150 9/99 Page 1 of 2

GPUD 909



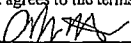
LOAN #: B1100503

- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association;
- or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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

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



Charles H. Thompson (Seal)

EXHIBIT "A"

ALL that certain piece, parcel or lot of land together with all improvements located thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 158 on a plat of Enclave at Bridges Crossing prepared by Wooten Surveying Co., dated January 30, 2002, and recorded in the Register of Deeds for Greenville County in Plat Book 44-W at Page 82 and also being shown on a more recent plat entitled "Closing Survey for Janet H. King", prepared by Wooten Surveying Co., dated April 28, 2003 and recorded in the Register of Deeds for Greenville County in Plat Book 46-V at Page 79 and having such metes and bounds as shown on the more recent plat, reference to which is hereby made for a more complete description.

TOGETHER WITH a perpetual non-exclusive right of ingress and egress over and across such private roads and common areas as are shown or noted on the aforementioned plat and plat of Enclave at Bridges Crossing, Phase 6, recorded in Plat Book 44-W at Page 82 in order to provide the owner of said lot, their successors, assigns, families, guests, invitees, tenants or lessees with a means of ingress and egress from said lot to Lea Gail Circle and Holland Road.

TMS #0546.07-01-053.00

THIS is the same property as that conveyed to the Mortgagor herein by deed of Tammy L. French recorded herewith in the Register of Deeds for Greenville County.

THIS mortgage is subject to that certain first mortgage to E-Loan, Inc., a Delaware corporation, dated October 12, 2006, in the original amount of \$113,520.00 and recorded herewith in the Register of Deeds for Greenville County.

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2006100497 Book: 4653 Page: 638-645
October 12, 2006 12:58:29

Timothy J. Manning

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

PARTIAL RELEASE OF MORTGAGE

Mtg. Bk 3439 at Page 512

FOR VALUE RECEIVED, receipt of which is hereby acknowledged, First Federal Bank, being the owner and holder of that certain real estate mortgage from Poinsett Homes, LLC to First Federal Bank in the principal sum of One Million and No/100ths Dollars (\$1,000,000.00), recorded in Mortgage Book 3439 at Page 512 and the Note secured thereby, does hereby release and forever discharge the premises herein described from the lien of said Mortgage. Otherwise, the terms and conditions of said Note and Mortgage shall remain unchanged and in full force and effect.

The premises to be released are described as follows:

See attached Exhibit "A" made a part hereof by reference thereto.

WITNESS their hands and seals this 1 day of May, 2003.

IN PRESENCE OF:

BRANCH BANKING AND TRUST
COMPANY OF SOUTH CAROLINA, AS
SUCCESSOR BY MERGER TO FIRST
FEDERAL BANK (SEAL)

Patricia M. Strow
Patricia M. Strow

By:

Its:

David W. Ward
Bank Officer

STATE OF SOUTH CAROLINA)

COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within mortgagee sign, seal and as his act and deed deliver the within written Release, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
day of May, 2003.

Patricia M. Strow (SEAL)
Notary Public for SC
My commission expires: 7-22-07

David W. Ward

65040

C:\Wp\doc\Bridges Crossing\Enclave\Form\Release-Construction Loan
File No. 34218

06-07-2003 01CL7124

RECORDING FEE 7.00

ALL that piece, parcel, or lot of land, with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot 158 of Enclave at Bridges Crossing as shown on plat of Closing Survey for Janet H. King, dated April 28, 2003 prepared by Wooten Surveying Co. recorded in the Office of Greenville County Register of Deeds in Plat Book 44-W, Page 79, said plat of survey being craved for a complete metes and bounds description.

TOGETHER WITH a perpetual non exclusive right of ingress and egress over and across such private roads and common areas as are shown or noted on the aforementioned plat and plat of Enclave at Bridges Crossing, Phase 6 recorded in Plat Book 44-W at Page 82 in order to provide the owner of said lot, their successors, assigns, families, guests, invitees, tenants or lessees with a means of ingress and egress from said lot to Lea Gail Circle and Holland Road.

EXHIBIT A

C:\Wpdocs\Bridges Crossing\Enclave\Descriptions\King, Janet

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 03:49 PM
06 09 03 RECORDED IN MORTGAGE
BOOK 3945 PAGE 0881 THRU 0882
DOC # 2003065040
Janet H. King

1 STATE OF SOUTH CAROLINA)
2 COUNTY OF GREENVILLE) COURT OF COMMON PLEAS
3)

4 Bank of America, N.A.,) Case No.: 11-CP-23-5912
5 successor by merger to BAC Home)
6 Loans Servicing, LP f/k/a) TRANSCRIPT OF TESTIMONY
7 Countrywide Home Loans)
8 Servicing LP,) June 27th, 2012
9 Plaintiff,) Greenville, South Carolina
10 vs.)
11 Charles M. Thompson, et al.,)
12 Defendants,)

9 U.S. Bank, National) Case No. 11-CP-23-3668
10 Association,)
11 Plaintiff,)
12 vs.)
13 Charles M. Thompson, et al.,)
14 Defendants,)

14 B E F O R E:

15 The Honorable Charles B. Simmons, Jr.
16 Master in Equity for Greenville County
17
18
19
20
21
22

23 Ann Dickey Campbell, CVR
24 Court Reporter
25

GREENVILLE COUNTY COURTHOUSE

1 A P P E A R A N C E S:

2 Joseph T. Merli, Esquire
3 Finkel Law Firm
4 Attorney for U.S. Bank

5 Paul Hammack, Esquire
6 Andrew Carson, Esquire
7 Clawson & Staubes
8 Attorney for Oriole Properties

9 Dean Hayes, Esquire
10 Korn Law Firm
11 Attorney for Bank of America
12
13
14
15
16
17
18
19
20
21
22
23

24 *Ann Dickey Campbell, CVR*
25 *Court Reporter*

GREENVILLE COUNTY COURTHOUSE

1 BY THE COURT: I have been back in chambers discussing
2 the matter with the very fine attorneys involved in this case
3 and have shared with them what I perceive to be the strengths
4 and the weaknesses of the competing positions. I think,
5 ultimately, it becomes a question of law. I have reviewed all
6 the materials submitted.

7 Who is in the best position to objectively state the facts
8 thus far, gentlemen?

9 MR. HAMMACK: Your Honor, it's our Motion. I'd like to
10 go ahead and argue our ---

11 BY THE COURT: And notice I said objectively state the
12 facts.

13 MR. HAMMACK: Your Honor, I will try to be as objective
14 as I can.

15 BY THE COURT: All right.

16 MR. HAMMACK: And if you would allow me, Your Honor?

17 BY THE COURT: Yes, sir.

18 MR. HAMMACK: May it please the Court, Your Honor, Paul
19 Hammack with Clawson & Staubes representing Oriole Properties.

20 We are here on a Motion to Intervene, which I understand
21 there's been no objection to at this point.

22 BY THE COURT: And just for the record, I am granting
23 Oriole Properties' Motion to Intervene. Oriole Properties is the
24 purchaser of two separate parcels that were involved in this
25 litigation as well as in 2011-3668.

GREENVILLE COUNTY COURTHOUSE

1 MR. HAMMACK: And, Your Honor, just for the record, we
2 are here moving pursuant to 2011-5912. As we sit here today, we
3 have not moved to intervene into the other action. I believe
4 that will be important as my argument is unveiled here.

5 We also have, in addition to the Motion to Intervene, which
6 I understand has now been granted, and I thank you, Your Honor,
7 we have a Motion to Dismiss and a Motion to Set Aside the
8 Judgment and Stay the Foreclosure Sale, which has already been
9 at least temporarily postponed or stayed.

10 Your Honor, as you have stated, Oriole was the purchaser of
11 two properties sold via foreclosure, and those properties were 2
12 Country Mist in Greer and 104 Nobska Light Court in
13 Simpsonville.

14 Your Honor, we are moving to dismiss pursuant to Rule 7(b)
15 and Rule 56 of the South Carolina Rules of Civil Procedure, and
16 we are moving to set aside pursuant to 59(e) and 60.

17 Your Honor, I think it's important to point out right now
18 the procedural status of this case and our Motions that are
19 before the Court today. We have filed Motions, a Memo in
20 Support, and supporting affidavits in the 5912 action, 2011-
21 5912. As it stands here today, there have been no responsive
22 pleadings whatsoever filed in that action. None. And, Your
23 Honor, under the equal proof requirement, pursuant to 59(e) and
24 the case law that goes along with that, Your Honor, we believe
25 that Bank of America, at a minimum, has a duty to respond to our

GREENVILLE COUNTY COURTHOUSE

1 pleadings and assertions set forth in Mr. Custer's affidavit to
2 refute that affidavit, and they have done nothing in that
3 regard.

4 Your Honor, I have a couple of cases I'd like to hand up
5 dealing with the equal proof rule, and I've highlighted a couple
6 of sections for the Court's review. And those just support the
7 well established case law of South Carolina that you cannot sit
8 on your hands after a Motion, Memoranda and Affidavit is filed
9 and rest on the pleadings, Your Honor, so we would believe that
10 we are entitled to judgment as a matter of law on that issue. No
11 party has refuted or even responded to our Motions at this
12 point, Your Honor.

13 Now, as to the merits and the bases of our Motion today,
14 Your Honor, there are three bases: one is that the sale is res
15 *judicata*, and that's pursuant to South Carolina Code 15-39-870;
16 the second is that, and that goes along with that, is that
17 Oriole is a *bona fide* purchaser for value of the subject
18 properties, most importantly, without notice; and, Your Honor,
19 thirdly, we believe that equity favors a ruling in favor of
20 Oriole Properties.

21 Looking at the first basis for our Motion, Your Honor,
22 South Carolina Code 15-39-870, as I'm sure you are well
23 acquainted with, states that, "Upon execution and delivery by
24 the proper officer of the Court of a deed for any property sold
25 at a judicial sale under a Decree of a court of competent

GREENVILLE COUNTY COURTHOUSE

1 jurisdiction, that proceedings under which such sale is made
2 shall be deemed *res judicata* as to any and all *bona fide*
3 purchaser for value without notice notwithstanding such sale may
4 not be subsequently confirmed by the Court."

5 And, Your Honor, I've got a case, it's actually the Court
6 of Appeals and the Supreme Court decision, Robinson v. Estate of
7 Harris, that I believe very closely addresses the issue that we
8 have before the Court today, Your Honor.

9 And in the Robinson case, the Petitioners filed a Complaint
10 and a quiet title action requesting that a foreclosure sale be
11 set aside due to improper service on the prior owners. In that
12 case, I believe the facts and circumstances state that after the
13 foreclosure sale, affidavits were set forth indicating that the
14 owners of the property, whom service was purportedly effected
15 on, were incompetent, and that the son or son-in-law or some
16 relative that it was served on, was not properly served, and
17 there were affidavits that were filed in support of that, Your
18 Honor.

19 The Court held that, the Trial Judge found that
20 irregularities in the proceedings; such as we have here, could
21 not defeat Duggins' status as a *bona fide* purchaser under the
22 statute, and they granted the purchaser of the property at the
23 foreclosure sale summary judgment. Both the Court of Appeals and
24 the Supreme Court affirmed that, Your Honor, and essentially the
25 cases state that, you know, the fact that there were some

GREENVILLE COUNTY COURTHOUSE

1 irregularities does not, you know, get around the prerogative of
2 the statute which is very clear in its scope and purpose.

3 Our position is that Robinson is controlling of this
4 dispute and we are entitled to summary judgment or to dismissal
5 as a matter of law pursuant to that statute.

6 Your Honor, it is undisputed at this point, again, no
7 Motions, nothing filed, that Oriole was a *bona fide* purchaser
8 for value. Undisputed at this point. No one has filed anything
9 refuting our allegations there. There's basically three elements
10 and then a fourth that kind of rolls in the other three
11 elements, and that is that, one is that they made actual payment
12 for the purchase of the property. That's uncontested. They paid
13 the \$200,000.00 in compliance with the sale terms. In addition,
14 we've already discussed, Your Honor, Oriole paid an additional
15 \$52,000.00 in consideration for an assignment of the bid from
16 the high bidder.

17 Second, we acquired legal title. We do have a Master's
18 deed. We have the Order of Foreclosure and Sale.

19 BY THE COURT: What was the date the deed was issued
20 and the date the deed was recorded at the R.O.D. Office, please,
21 sir? Do you have that handy?

22 MR. HAMMACK: Your Honor, it's attached in the exhibits
23 to our Motion. The Order of Judgment and Foreclosure and Sale
24 was entered on March --- actually, that's U.S. Bank's --- so
25 what we've got is May 24th of 2012, is when the Master's deed was

GREENVILLE COUNTY COURTHOUSE

1 issued, Your Honor.

2 BY THE COURT: May 24th?

3 MR. HAMMACK: Excuse me, it was issued on the 22nd and
4 recorded on the 24th, Your Honor. And so our position, at that
5 point, is they acquired legal title to the property or best
6 right to it at that time.

7 BY THE COURT: All right, and how about, and I don't
8 mean to derail your argument ---

9 MR. HAMMACK: Sure.

10 BY THE COURT: --- the cancellation of what I'm calling
11 the E-Loan mortgage was filed with the R.O.D. when?

12 MR. HAMMACK: Your Honor, the cancellation, the Order
13 to Release the Mortgages, was signed by you on March 26th, 2012
14 and filed on March 27th of 2012.

15 BY THE COURT: All right.

16 MR. HAMMACK: And, Your Honor, we believe that we meet
17 the second element. The third element is that we're a *bona fide*
18 purchaser, that we purchased in good faith with integrity of
19 dealing and without notice of lien or defect.

20 Your Honor, we believe that Oriole at all times acted in
21 good faith. They checked immediately after this sale. They were
22 questioned. I think you will find in Mr. Custer's affidavit,
23 that were raised during the sale proceedings as to whether or
24 not this covered two properties and what was really being
25 conveyed with this sale, and Mr. Custer, according to his

GREENVILLE COUNTY COURTHOUSE

1 affidavit, went immediately to the Clerk of Court's Office and
2 did research on his own regarding that underlying lawsuit and
3 what was filed along with that lawsuit and the judicial Order of
4 Foreclosure. And I believe that he acted at all times in good
5 faith in that regard. He checked the original case filing with
6 U.S. Bank. He confirmed that the sale was for two parties. He
7 noted specifically ---

8 BY THE COURT: For two parcels?

9 MR. HAMMACK: Two parcels, excuse me. Sorry about that.

10 He noted in the Order and Judgment of Foreclosure and Sale
11 that both properties addressed were circled, and quite frankly,
12 I think that's your circle, Your Honor. It may or may not be.
13 And then he reviewed the Order, which indicated that all parties
14 were served and in default.

15 BY THE COURT: And this is the Order in 2011-3668?

16 MR. HAMMACK: Correct.

17 And it indicates in the Findings of Fact and Conclusions of
18 Law section, Your Honor, in that Order, that service was made
19 upon the Defendants and that proof of service was filed herein,
20 and that they were notified of the time, date and place of the
21 hearing, and ultimately, Your Honor, that they were found to be
22 in default.

23 BY THE COURT: All right, and that Order was filed what
24 date?

25 MR. HAMMACK: That was filed on March 27th of 2012, Your

GREENVILLE COUNTY COURTHOUSE

1 Honor, in the 3668 case.

2 BY THE COURT: All right.

3 MR. HAMMACK: And, Your Honor, after the sale, there
4 was a discussion, and there was this agreement with the high
5 bidder whom Mr. Custer does have some dealings with and is
6 comfortable with, about the purchase of that bid. He then agrees
7 to go get a title search. They do get a title search at that
8 point, and it comes back, and in his affidavit, those were
9 attached as exhibits to his affidavit, the actual title search
10 from Gainey and Gainey, which purportedly conveyed clear title
11 or gave an opinion of clear title at that point.

12 So, Your Honor, I don't think there's a better definition
13 of a *bona fide* purchaser than what Oriole did in this case. I
14 believe that --- and then the last element is that all three
15 must have occurred prior to any notice of defect, adverse claim
16 or lien, and that's clearly set forth in the affidavit of Clay
17 Custer.

18 Again, all the elements of the BFP, *bona fide* purchaser for
19 value, have been met and unchallenged at this point.

20 Your Honor, the Cumbee v Newberry case, it's at 251 SC 33,
21 1968 case, says a purchaser in good faith at a judicial sale is
22 not affected by irregularities in the proceedings or even error
23 in the Judgment upon which or under which the sale is made. And
24 I believe that is controlling, as well.

25 The last argument we have, Your Honor, is we believe that

GREENVILLE COUNTY COURTHOUSE

1 the equitable interests lie in favor of Oriole Properties. What
2 we have here is they invested in this property, they're an
3 innocent purchaser here, they've invested in the properties to
4 its detriment in reliance upon the property record, and having
5 done everything that it could within their power to purchase
6 this property and review the proper public record that was in
7 effect on the day they purchased it.

8 Your Honor, to date, Oriole is out more than \$250,000.00.
9 They paid \$200,000.00 for the bid. They paid \$52,000.00 to the
10 wholesaler, the high bidder. They have approximately \$6,000.00,
11 I think it's actually a little bit more than that, in hearing
12 costs, repairs, insurance, et cetera, that they've conducted
13 since the sale, and, Your Honor, they've also incurred
14 approximately \$3,000.00 in attorney's fees fighting this issue,
15 and that's not including today, Your Honor. This is urgent for
16 them. They're burning money every single day, and so we would
17 implore the Court to exercise in the equity in favor of Oriole
18 Properties.

19 B of A, Bank of America, they're going to stand up and
20 argue that it wasn't proper service. Quite frankly, Your Honor,
21 I don't think that affects our status as a *bona fide* purchaser
22 for value, and based upon the Motions, the Memo in Support, the
23 Affidavit of Clay Custer, and the oral argument today, we are
24 asking the Court to declare the sale to Oriole Properties to be
25 valid and to dismiss or set aside the Order of Foreclosure and

GREENVILLE COUNTY COURTHOUSE

1 Sale to, in Bank of America's case, and again, Your Honor, we
2 would just ask that equity be done here in favor of Oriole
3 Properties. Thank you.

4 BY THE COURT: Assume that I accept your argument. What
5 recourse does Bank of America then have?

6 MR. HAMMACK: I think Bank of America, at that point,
7 can go after, ostensibly, at least, U.S. Bank, and I believe
8 that they have a claim against U.S. Bank for improper service.

9 BY THE COURT: All right, gentlemen, who's going to
10 argue first?

11 MR. HAYES: Your Honor, briefly, the argument that we
12 didn't file anything in response to their Memorandum, it cuts
13 both ways. They didn't file anything in response to our
14 Memorandum that the sale be set aside and that the Order
15 releasing our mortgage be vacated. So everyone is aware of the
16 convoluted nature of this hearing. I will be glad to submit
17 something, an affidavit in response, if you want. Meredith
18 Prickett, who initially handled this matter, she had a baby last
19 week, so she has been out. So if I could . . .

20 BY THE COURT: Let me ask you, aside from any of the
21 procedural issues, what is there of record that would disqualify
22 Oriole Properties as being a *bona fide* purchaser?

23 MR. HAYES: Your Honor, I think the *Lis Pendens*. I
24 think they should have found the *Lis Pendens*.

25 BY THE COURT: All right, and the *Lis Pendens*, in 2011-

GREENVILLE COUNTY COURTHOUSE

1 5912, was filed after 2011-3668 had been commenced, correct?

2 MR. HAYES: That's correct, Your Honor.

3 BY THE COURT: But it was filed before the Order being
4 filed on March 27th, 2012, is that correct?

5 MR. HAYES: That's correct, Your Honor. The Lis Pendens
6 was filed on September 2nd, 2011, in the case of 2011-CP-23-5912.
7 So, Bank of America's Lis Pendens was filed September 2nd, 2011.

8 BY THE COURT: So you have a Lis Pendens by Bank of
9 America in 2011-5912 that was filed September 2nd, 2011?

10 MR. HAYES: Yes, sir.

11 BY THE COURT: The purpose of the Lis Pendens is to
12 say, "Hey, World, there's a lawsuit or a claim against this
13 piece of property"?

14 MR. HAYES: That's correct.

15 BY THE COURT: That goes back to the very famous
16 Professor Steve Spitz first year law school class.

17 MR. HAYES: Yes, sir.

18 BY THE COURT: Subsequent to that, you have a Court
19 Order in 2011-3668 that was filed on March 27th, 2012, and in
20 that Order, it says specifically that E-Loan mortgage is
21 declared void.

22 MR. HAYES: Yes, sir.

23 BY THE COURT: Then, you have a real estate attorney
24 who is retained by Oriole Properties to do a title exam relative
25 to the purchase at the sale of the property by, ultimately, by

GREENVILLE COUNTY COURTHOUSE

1 Oriole under 2011-3668?

2 MR. HAYES: Yes, sir.

3 BY THE COURT: He goes and looks at the records. He has
4 a Court Order filed March 27th, 2012, saying, "E-Loan, you're
5 satisfied of record"?

6 MR. HAYES: Yes, sir.

7 BY THE COURT: Does he have a duty to go behind that
8 Order and look at a Lis Pendens that's filed in a separate
9 lawsuit some five months earlier, or can he rely upon the Court
10 Order that says, "The mortgage that was noted in the Lis Pendens
11 on September 2nd, 2011 is being cancelled of record"?

12 MR. HAYES: I think he should go behind it. I don't
13 close any loans, but we do get telephone calls from closing
14 attorneys who want Affidavits of Service on cases if it's not in
15 the file or want to question how we serve someone. So obviously,
16 they have questions about it. I would think he would have an
17 obligation to go behind it just to see if anything else is of
18 record.

19 BY THE COURT: How about it, Mr. Hammack? I mean, isn't
20 that one of the issues that is going to have to be addressed,
21 necessarily, in this?

22 MR. HAMMACK: Your Honor, I need to be careful how I
23 state this argument here, depending on how the Court rules here.

24 BY THE COURT: I'll rule the right way.

25 MR. HAMMACK: I don't want to pigeon-hole my client to

GREENVILLE COUNTY COURTHOUSE

1 any available remedies that may be out there, Your Honor, so our
2 position is that we relied upon, Oriole relied upon the opinion
3 of a third-party real estate attorney and that attorney gave us
4 a clear title opinion. I don't think that the fact that he may
5 or may not have had a duty to go behind the Order that was of
6 public record, to investigate whether or not that was done
7 properly and also look at, look forward for any further Lis
8 Pendens. I don't know that that invalidates our status as a BFP.

9 Secondly, Your Honor, the same duty is on Bank of America,
10 if that is the duty, to see the previously filed foreclosure and
11 Lis Pendens with the same lien holder and they could have
12 stopped this months before the sale. And so, you know, if we're
13 trying to weigh equities here, Your Honor, I think that's a
14 significant issue that needs to be addressed. They sat on their
15 objections for nine months and did nothing while there was a
16 pending Lis Pendens out there, and I think that my client has a
17 duty to do what's reasonable under the circumstances. And I
18 don't think that reliance upon a third-party realtor expert, or
19 excuse me, a real estate attorney expert, giving them an opinion
20 as to the clear title invalidates their BFP status.

21 Second, Your Honor, I just want to point out that there is
22 another remedy here, because if all of this, if they had caught
23 this before the sale, and they had actually injected some kind
24 of interpleader and moved into that case, the remedy would have
25 been potentially to let the mortgage, you know, stand, their

GREENVILLE COUNTY COURTHOUSE

1 mortgage stand, and then make U.S. Bank's mortgage subordinate
2 at that point, and then there would have been a sale and the
3 same thing would have gone forward. Now, that's still a remedy
4 we can do today, Your Honor. We can, to the extent of the sale
5 proceeds, the mortgage of Bank of America can be held to be
6 valid at this point, and to the extent of the sale proceeds.

7 BY THE COURT: All right, let me ask you, when was the
8 Lis Pendens filed in 2011-3668? Do you have that information
9 handy, or do any of the lawyers?

10 MR. MERLI: Your Honor, that would have been May 31,
11 2011.

12 MR. HAMMACK: That's correct.

13 BY THE COURT: So let me come back to Mr. Hayes. So at
14 the time the Lis Pendens is filed in 2011-5912, the Bank of
15 America case, the Lis Pendens in 2011-3668, the U.S. Bank case,
16 is obviously already of record?

17 MR. HAYES: That's true, Your Honor.

18 BY THE COURT: Is there any evidence that at any point
19 there was any contact with or an appearance in the U.S. Bank
20 case to say, "Hey, you've got a Lis Pendens that was filed four
21 months prior to our foreclosure. Let us join your lawsuit"?

22 MR. HAYES: Your Honor, I am unaware of any
23 communications, but since Meredith Prickett signed the Summons
24 and Complaint, she would have been dealing with that issue in
25 our office. I can contact her and try to find out something.

GREENVILLE COUNTY COURTHOUSE

1 Again, she just recently had a baby, so I haven't been able to
2 talk to her about it.

3 BY THE COURT: All right?

4 MR. HAMMACK: Your Honor, briefly, I just want to note
5 for the record that there was an original Complaint filed by
6 Bank of America, but there was an Amended Complaint filed. The
7 original Complaint was filed on September 2nd, 2011. There was an
8 Amended Complaint filed on September 27th of --- it says 2012 in
9 this pleading, but I presume that is 2011. So they had two shots
10 at finding this underlying Lis Pendens.

11 BY THE COURT: All right, Mr. Hayes, let's move to the
12 --- well, let me ask you one other question. What impact does
13 15-39-870 have on this?

14 MR. HAYES: Well, Your Honor, I ---

15 BY THE COURT: Isn't that a legislative intent, to
16 protect the integrity of a judicial sale?

17 MR. HAYES: Probably, Your Honor. If I could submit
18 something by Friday to the Court, I would greatly appreciate
19 being able to do that, of record, on that issue. I haven't done
20 a lot of research into it.

21 MR. HAMMACK: Your Honor, our position on that is that
22 they have had proper notice of this.

23 BY THE COURT: I understand.

24 MR. HAMMACK: It's been three weeks, Your Honor, and I
25 believe that would be inequitable to my client.

GREENVILLE COUNTY COURTHOUSE

1 BY THE COURT: Mr. Hayes, let me ask you, then, the
2 service issue on E-Loan?

3 MR. HAYES: Yes, sir?

4 BY THE COURT: Give me a summary of your argument on
5 that. Was there ineffective service?

6 MR. HAYES: Yes, sir, as stated in the Memorandum, they
7 served the parent of E-Loan instead of serving E-Loan, and the
8 Affidavit of Service actually says he was served on the parent
9 corporation, Your Honor.

10 BY THE COURT: At the time of service, was E-Loan still
11 a viable entity?

12 MR. HAYES: As far as I'm aware, E-Loan was a viable
13 entity at the time of service, and again, the Affidavit of
14 Service actually says that it was served on E-Loan by serving it
15 in care of parent company, Bank of Popular, attention Loan
16 Servicing Department, in Rosemont, Illinois, which is improper
17 service. You can't serve a corporation just by serving the
18 parent corporation, Your Honor.

19 BY THE COURT: Do any of you know what was showing on
20 the Secretary of State's records at that point, who E-Loan
21 should have served?

22 MR. MERLI: Yes, Your Honor, may it please the Court,
23 this is Joe Merli with the Finkel Firm representing U.S. Bank.

24 Your Honor, what I determined was we named E-Loan, Inc.
25 because we looked at the front page of those two mortgages, and

GREENVILLE COUNTY COURTHOUSE

1 that's who we named. I don't know why we didn't name MERS, Your
2 Honor, but we named E-Loan, Inc. It was stated on the mortgage
3 to be the lender, and so our service department asked the
4 process server to go out to the address on the front page of the
5 mortgage, both mortgages. The address was stated in two places,
6 in the corner and later on in the middle of the front page. The
7 process server went out to an address in California and was told
8 that E-Loan, Inc. had long vacated the premises and was no
9 longer in the building. The process server filed an Affidavit of
10 Non-Service and notified the servicing department of the Finkel
11 Firm. The servicing department then looked at the Secretary of
12 State page for South Carolina and saw that E-Loan was listed,
13 Your Honor, as foreign and dissolved. What happened next was
14 that the servicing department, Your Honor, saw something on that
15 South Carolina web page that mentioned Delaware. So they looked
16 at the Delaware Secretary of State web page, and I'm telling you
17 what I've learned --- I'm just going to tell you what I've
18 learned --- and the page that came up had, in red across the top
19 in capital letters in red, "This is not a Certificate of Good
20 Standing." That was on the Secretary of State for Delaware.
21 They'd already checked the South Carolina Secretary of State.
22 The service department saw that and interpreted that as, "Oh,
23 they're not in good standing according to this Delaware site, so
24 let's ask Pro Vest to do some research." Pro Vest did further
25 research and came up with service on that parent company. There

GREENVILLE COUNTY COURTHOUSE

1 was a case that was in the Return that we filed that mentioned
2 service on a parent company when there was no board of
3 directors, I believe. The board of directors was non-
4 functioning, and since it was the service department and the
5 firm's understanding that they were not in good standing in
6 Delaware and they were dissolved in South Carolina, we went
7 ahead and went with that Affidavit of Service on the parent
8 company, thinking it would be more effective than pubbing.
9 Arguably, we could have got an Order of Publication. At least,
10 that's our position. And we thought that the service on the
11 parent company was more effective.

12 BY THE COURT: Has anyone from E-Loan or any subsequent
13 holder of the mortgage made any type of appearance in either one
14 of these lawsuits?

15 MR. MERLI: Only --- only Bank of America as a
16 successor in interest Motion to be relieved of that portion of
17 your Order, Your Honor, finding those mortgages do not
18 constitute a lien.

19 BY THE COURT: All right, and perhaps I should know
20 this. I apologize if I don't. Does Bank of America assert
21 ownership in what is referred to as the E-Loan mortgage?

22 MR. HAYES: Yes, sir. There is actually an assignment
23 from E-Loan to BAC Home Loans Servicing, and it was dated June
24 10th, 2011. It was recorded June 15th, 2011, in Mortgage Book 5121
25 at page 3778, so shortly after their foreclosure was started,

GREENVILLE COUNTY COURTHOUSE

1 shortly after US Bank's Lis Pendens was filed, an assignment of
2 the mortgage into Bank of America or BAC Home Loans Servicing,
3 which merged into Bank of America. That assignment was recorded
4 within thirty days of their Lis Pendens being filed, Your Honor.

5 BY THE COURT: All right, Mr. Hayes, any other argument
6 for the record, sir?

7 MR. HAYES: Your Honor, just as far as me being able to
8 submit something else, as far as the Memorandum, I don't want to
9 give the impression that I've had this for three weeks. This
10 came to me yesterday via email, so you know, I didn't have
11 everything in it until yesterday afternoon.

12 MR. HAMMACK: He's absolutely right about that point,
13 Your Honor, but I think he had sufficient notice to argue.

14 BY THE COURT: I understand. I'm going to give you
15 until Friday at 5:00 to submit.

16 Mr. Merli, anything else for the record?

17 MR. MERLI: Just for the record, Your Honor, because
18 Mr. Hayes had stated that Plaintiff's counsel, the Plaintiff in
19 3668, had put a misrepresentation or misconduct in the
20 Complaint, and I'm the attorney that signed that Complaint, I
21 just wanted to say to the Court, Your Honor ---

22 BY THE COURT: That you vehemently disagree with that?

23 MR. MERLI: Exactly. But I wanted the Court to know
24 that when we got that referral, the client told us in writing
25 that their mortgage was in first position. We didn't just rely

GREENVILLE COUNTY COURTHOUSE

1 on that, Your Honor. We looked for something separate, something
2 to substantiate ---

3 BY THE COURT: I've got your materials, and it appears
4 that there was a reasonable investigation.

5 MR. MERLI: Well, there was a Schedule B of the title
6 policy, which is a serious document. I mean, an attorney worked
7 on that title policy. And that Schedule B substantiated the
8 client's claim that their loan was in first position, so that's
9 the extra step we took before we went ahead and made the
10 allegation. I wanted the Court to know that.

11 BY THE COURT: All right.

12 MR. MERLI: And furthermore, Your Honor, those efforts
13 to serve E-Loan, whether we should have served MERS or E-Loan,
14 we attempted and named E-Loan. But the efforts were legitimate
15 as far as I described earlier, going to the California address,
16 checking the South Carolina web page, and then service of
17 process on the parent company based on status of dissolved South
18 Carolina.

19 In the light most favorable to the moving party, the Motion
20 in 3668, the Rule 60 Motion, even in the light most favorable to
21 the moving party, you can't get around that Lis Pendens that was
22 there to give them notice. And as ---

23 BY THE COURT: That being the May 31st, 2011 Lis
24 Pendens?

25 MR. MERLI: Yes, Your Honor. Yes, Your Honor, I know

GREENVILLE COUNTY COURTHOUSE

1 Mr. Hammack explained that in the same point that I'm trying to
2 make, that had they looked at that Lis Pendens, they could have
3 intervened or named the Plaintiff in their action. In any case,
4 Your Honor, I think the Plaintiff's position --- oh, Your Honor,
5 I would also like to, on the record, say that we'd like an
6 opportunity to submit some Memorandum with Mr. Hayes as well,
7 not with him, but by Friday, because we did not submit a
8 Memorandum, Your Honor.

9 But the Plaintiff's position would be that a re-do might be
10 the most appropriate, and by re-do, I mean, Your Honor, vacate
11 both Orders in both of these foreclosures and set aside the
12 sale, because I do believe, Your Honor, that all three parties
13 could have done a better job of what happened.

14 BY THE COURT: So if there is a, to use your phrase,
15 re-do, how is Oriole Properties made whole?

16 MR. MERLI: Well, you know, I have to do further
17 research, but my gut tells me that they could contact the
18 attorney that did not tell them about the Lis Pendens and that's
19 my best answer at this point, Your Honor.

20 BY THE COURT: All right.

21 MR. HAMMACK: Your Honor, just briefly, I just have a
22 couple of things I wanted to clarify for the record.

23 In Mr. Custer's affidavit, in paragraph 12, he did speak
24 with the attorney for Bank of America on May 29th, 2012, and she
25 stated that she was unaware that Bank of America's mortgages had

GREENVILLE COUNTY COURTHOUSE

1 been extinguished, and he then emailed those to her. That was a
2 point. There was a question asked on that, and I wanted to
3 clarify that.

4 Second, Your Honor, there was a statement made that we have
5 not filed any responsive pleadings in the 5912 case. We've never
6 been served with anything in that case, Your Honor. And we've
7 been throwing around arguments in both cases here, Your Honor.
8 The Motions present before the Court today are in the 5912 case,
9 the Bank of America case, and that's the only Motion that's
10 present before the Court today. They then tagged on with the
11 Motions in the other case, and they haven't been consolidated at
12 this point, Your Honor. So I believe that there should be an
13 independent ruling on our Motions unless there is a
14 Consolidation Motion that's been made. We do believe, and again,
15 I'd like to state our objection to allowing additional time for
16 them to file a response. Thank you, Your Honor.

17 BY THE COURT: All right, gentlemen, as we discussed in
18 chambers previously, I'm going to give you all about a week to
19 see if there can be some resolution. Unquestionably, this is
20 just a mess. I mean, I already know what I believe the correct
21 ruling is that I will be compelled to give. If you all would let
22 me know by next Tuesday, which will be July 3rd by noon, if you
23 all are able to reach a resolution. That can be done via an
24 email to Ms. Campbell, my wonderful court reporter. Otherwise, I
25 will hopefully get out a ruling by the end of next week.

GREENVILLE COUNTY COURTHOUSE

1 MR. HAYES: Your Honor, if I may, briefly, I believe
2 that --- is it Mr. Hammack?

3 MR. HAMMACK: Mr. Hammack.

4 MR. HAYES: --- Hammack stated that he had not been
5 served with anything in the other case. I believe that I emailed
6 the Memorandum to them.

7 MR. HAMMACK: Your Honor, that's not service.

8 MR. HAYES: Well ---

9 BY THE COURT: I would tend to agree.

10 MR. HAYES: They requested --- sir, he called up and
11 requested it. I emailed it to them. It might not be proper
12 service, but I just want to clear it up. They were fully aware
13 of the Motion and Memorandum.

14 MR. HAMMACK: I would just argue that was not timely
15 service anyway, Your Honor.

16 BY THE COURT: I understand. All right, thank you so
17 much, gentlemen.

18 MR. HAMMACK: Thank you, Your Honor.

19 MR. MERLI: Thank you, Your Honor.

20 BY THE COURT: Off the record.

21 (WHEREUPON a discussion was held off the record.)

22 BY THE COURT: We've been discussing off the record.
23 I'm going to allow counsel until noon on July 2nd to submit any
24 materials, and again, this is over the objection of Mr. Hammack.

25 MR. MERLI: Your Honor, one question. If a Memorandum

GREENVILLE COUNTY COURTHOUSE

1 is submitted, do you have any preference, because we have two
2 separate cases, two civil action numbers. Do you want separate
3 for each of those, Your Honor?

4 BY THE COURT: Well, unless there can be some type of
5 service established, it's my understanding that we're only
6 proceeding on 5912.

7 MR. HAYES: Your Honor, I contacted Ms. Kimbrell by
8 email and scheduled the hearing on my Memorandum as well, for
9 Motion. And they were included on those emails.

10 MR. MERLI: Yeah, Your Honor, it was my understanding
11 that both Motions ---

12 MR. HAYES: Yes, sir.

13 MR. MERLI: --- were going to be.

14 BY THE COURT: Mr. Hammack?

15 MR. HAMMACK: That's their Motion with U.S. Bank, and
16 we've never been served with that. Even though we asked for
17 service, we didn't get served.

18 BY THE COURT: Submit whatever materials. I will
19 unravel what continues to be an ever-growing ball of confusion.

20 MR. HAMMACK: Thank you, Your Honor.

21 MR. MERLI: Thank you, Your Honor.

22 BY THE COURT: All right, thank you, gentlemen.

23 ----- END OF TRANSCRIPT -----
24
25

GREENVILLE COUNTY COURTHOUSE

1 I, the undersigned Ann D. Campbell, Court Reporter, Office
2 of Master in Equity for Greenville County, South Carolina, do
3 hereby certify that the foregoing is a true, accurate and
4 complete transcript of record of all the proceedings had and
5 evidence introduced in the hearing of the captioned case,
6 relative to appeal, before The Honorable Charles B. Simmons,
7 Jr., as Master in Equity for Greenville County, South Carolina,
8 on the 27th day of June, 2012.

9 I do further certify that I am neither of kin, counsel, nor
10 any interest to any parties hereto.

11 September 17th, 2012

12
13 
14 Ann Dickey Campbell, CVR

15
16
17
18
19
20
21
22
23
24
25

GREENVILLE COUNTY COURTHOUSE

1 STATE OF SOUTH CAROLINA)
2 COUNTY OF GREENVILLE) COURT OF COMMON PLEAS
3
4 Bank of America, N.A.,) Case No.: 11-CP-23-5912
successor by merger to BAC Home)
5 Loans Servicing, LP, f/k/a) TRANSCRIPT OF TESTIMONY
Countrywide Home Loans)
6 Servicing LP,) April 19th, 2012
Plaintiff,) Greenville, South Carolina
7 vs.)
8 Charles M. Thompson, et al.,)
9 Defendant(s),)

10
11 B E F O R E:

12 The Honorable Charles B. Simmons, Jr.
13 Master in Equity for Greenville County

14 A P P E A R A N C E S:

15 Kevin T. Hardy, Esquire
16 Korn Law Firm
Attorney for Plaintiff
17
18
19
20
21
22

23
24 Ann Dickey Campbell, CVR
Court Reporter
25

Greenville County Courthouse

1 MR. HARDY: The next case I have is Bank of America,
2 N.A. versus Charles Thompson and others.

3 BY THE COURT: All right, for the record, this is 2011-
4 5912. The case is referred, there is no defendant present, and I
5 will be glad to hear from you.

6 MR. HARDY: Thank you, Your Honor.

7 The Plaintiff reports that the principal due as of October
8 1st, 2010 is \$113,504.56; interest from September 1st, 2010
9 through April 19, 2012 is \$11,087.36; escrow adjustments
10 totaling \$6,226.98, which is broken down as \$3,144.98 for
11 insurance and \$3,082.00 for taxes; late charges in the amount of
12 \$67.40; property inspection fees, \$300.50; costs of collection
13 prior to hearing, \$772.00; a credit for unapplied funds,
14 \$699.58; the Plaintiff is requesting the Court award attorney's
15 fees in the amount of \$1,395.00; for a total debt secured by the
16 note and mortgage of \$132,654.12.

17 The Plaintiff has waived its right to a deficiency judgment
18 and requests that the property be sold at the June 4th sale date.

19 BY THE COURT: All right, thank you.

20 (Record of Hearing with Notice of Hearing, Certificate
21 of Costs, Affidavit regarding attorney's fees, Affidavit of
22 Debt, note, mortgage and assignment entered into evidence as
23 Plaintiff's Exhibit #1)

24 ----- END OF TRANSCRIPT -----
25

Greenville County Courthouse

1 I, the undersigned Ann D. Campbell, Court Reporter, Office
2 of Master in Equity for Greenville County, South Carolina, do
3 hereby certify that the foregoing is a true, accurate and
4 complete transcript of record of all the proceedings had and
5 evidence introduced in the hearing of the captioned case,
6 relative to appeal, before The Honorable Charles B. Simmons,
7 Jr., as Master in Equity for Greenville County, South Carolina,
8 on the 19th day of April, 2012.

9 I do further certify that I am neither of kin, counsel, nor
10 any interest to any parties hereto.

11 May 2nd, 2012

12
13
14 Ann Dickey Campbell, CVR
15
16
17
18
19
20
21
22
23
24
25

Greenville County Courthouse

1 STATE OF SOUTH CAROLINA)
2 COUNTY OF GREENVILLE) COURT OF COMMON PLEAS
3)

4 U.S. Bank, National) Case No.: 11-CP-23-3668
5 Association,)
6 Plaintiff,) TRANSCRIPT OF TESTIMONY
7 vs.) March 26th, 2012
8 Charles M. Thompson, et al.,) Greenville, South Carolina
9 Defendant(s),)

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

B E F O R E:

The Honorable Charles B. Simmons, Jr.
Master in Equity for Greenville County

A P P E A R A N C E S:

Andrew Wilson, Esquire
Finkel Law Firm
Attorney for Plaintiff

Ann Dickey Campbell, CVR
Court Reporter

Greenville County Courthouse

1 MR. WILSON: The next matter, Your Honor, U.S. Bank
2 National Association versus Charles M. Thompson, Case Number
3 2011-3668.

4 BY THE COURT: All right, the case is referred, there
5 is no defendant present, and I will be glad to hear from you.

6 MR. WILSON: Thank you, Your Honor. If it please the
7 Court, we come before you today in this foreclosure proceeding
8 to enter the judgment amount. The debt includes principal due as
9 of October 1, 2010 in the amount of \$261,833.70; interest from
10 September 1, 2010 through March 26, 2012 at a rate of 6.375% in
11 the amount of \$26,116.28; escrow adjustments in the amount of
12 \$8,694.82; a suspense balance in the amount of \$1,822.03; pro
13 rata PMI in the amount of \$142.82; a corporate advance in the
14 amount of \$3,893.00; total fees in the amount of \$5.00; other
15 fees in the amount of \$75.00; late charges in the amount of
16 \$584.64; costs of collection prior to hearing in the amount of
17 \$38.50; and attorney's fees in the amount of \$1,275.00; bringing
18 the total debt secured to \$300,835.71.

19 The Plaintiff is not seeking a deficiency. Thank you,
20 nothing further.

21 BY THE COURT: I note there is a proposed Order to
22 release a mortgage. Could you state the basis for that, please,
23 sir?

24 MR. WILSON: Yes, sir, Your Honor. That Defendant was
25 named in our action. They have not filed an Answer.

Greenville County Courthouse

1 BY THE COURT: Which Defendant?

2 MR. WILSON: I'm sorry, Your Honor, I'm pulling out my
3 notes as we speak. Your Honor, there's a mortgage from one of
4 the Defendants, or into one of the Defendants. The Defendant's
5 name is E-Loan, Incorporated. In our Complaint we alleged this
6 mortgage, which is recorded in Book 4658 at page 623 and secures
7 the principal amount of \$113,520.00 no longer constitutes a lien
8 against the subject property. We obtained service on the
9 Defendant with this allegation, and we have received no Answer.
10 Therefore, we request that this mortgage be released, Your
11 Honor.

12 BY THE COURT: All right.

13 MR. WILSON: Thank you.

14 BY THE COURT: All right, thank you.

15 (Notice of Hearing entered into evidence as
16 Plaintiff's Exhibit #1)

17 (Note entered into evidence as Plaintiff's Exhibit #2)

18 (Mortgage entered into evidence as Plaintiff's Exhibit
19 #3)

20 (Loan Modification Agreement entered into evidence as
21 Plaintiff's Exhibit #4)

22 (Assignment entered into evidence as Plaintiff's
23 Exhibit #5)

24 (Affidavit of Verified Statement of Account entered
25 into evidence as Plaintiff's Exhibit #6)

Greenville County Courthouse

1 (Attorney's Fees/Costs Affidavit entered into evidence
2 as Plaintiff's Exhibit #7)

3 ----- END OF TRANSCRIPT -----
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Greenville County Courthouse

1 I, the undersigned Ann D. Campbell, Court Reporter, Office
2 of Master in Equity for Greenville County, South Carolina, do
3 hereby certify that the foregoing is a true, accurate and
4 complete transcript of record of all the proceedings had and
5 evidence introduced in the hearing of the captioned case,
6 relative to appeal, before The Honorable Charles B. Simmons,
7 Jr., as Master in Equity for Greenville County, South Carolina,
8 on the 26th day of March, 2012.

9 I do further certify that I am neither of kin, counsel, nor
10 any interest to any parties hereto.

11 March 27th, 2012

12
13
14 Ann Dickey Campbell, CVR
15
16
17
18
19
20
21
22
23
24
25

Greenville County Courthouse

LOAN #: A1100503

MIN: 100039610011005039

InterestFirstSM ADJUSTABLE RATE NOTE
(One-Year LIBOR Index (As Published In The Wall Street Journal) - Rate Caps)

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

OCTOBER 12, 2006
[Date]

Greenville,
[City]

SOUTH CAROLINA
[State]

104 Nobska Light Court, Simpsonville, SC 29681
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$113,520.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is E-LOAN, INC., A DELAWARE CORPORATION.

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

I understand that Lender may transfer this Note. 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 I will pay may change in accordance with Section 4 of this Note.

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

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment on the 1ST day of every month, beginning on DECEMBER 1, 2006. Before the First Principal and Interest Payment Due Date as described in Section 4 of this Note, my payment will consist only of the interest due on the unpaid principal balance of this Note. Thereafter, I will pay principal and interest by making a payment every month as provided below.

I will make my monthly payments of principal and interest beginning on the First Principal and Interest Payment Due Date as described in Section 4 of this Note. 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 if the payment includes both principal and interest, it will be applied to interest before Principal. If, on NOVEMBER 1, 2036, 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
6230 STONERIDGE MALL ROAD
PLEASANTON, CA 94588

[Signature]
NOTARIAL PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES 8/15/16

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

(B) Amount of My Initial Monthly Payments

My monthly payment will be in the amount of U.S. \$674.03 before the First Principal and Interest Payment Due Date, and thereafter will be in an amount sufficient to repay the principal and interest at the rate determined as described in Section 4 of this Note in substantially equal installments by the Maturity Date. The Note Holder will notify me prior to the date of change in monthly payment.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 or 5 of this Note.

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the 1ST day of NOVEMBER, 2011 and the adjustable interest rate I will pay may change on that day every 12TH month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR") as

MULTISTATE InterestFirst ADJUSTABLE RATE NOTE - ONE-YEAR LIBOR INDEX - Single Family - Fannie Mae Uniform Instrument

Form 3530 11/01

© 2001-2003 Online Documents, Inc.

Page 1 of 4

F3530NOT 0307

10-04-2006 12:37

ROA_0117

published in The Wall Street Journal. The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **TWO AND ONE-FOURTH** percentage point(s) (**2.250%**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **12.125%** or less than **2.250%**. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage point(s) (**2.000%**) from the rate of interest I have been paying for the preceding **12** month(s). My interest rate will never be greater than **12.125%**.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

(G) Date of First Principal and Interest Payment

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be the first monthly payment date after the first Change Date.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as 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 this Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date of my monthly payment unless the Note Holder agrees in writing to those changes. If the partial Prepayment is made during the period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist only of interest. If the partial Prepayment is made during the period when my payments consist of principal and interest, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

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

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000%** of my overdue payment of interest, during the period when my payment is interest only, and of principal and interest thereafter. 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 that 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.

Initials: 

MULTISTATE InterestFirst ADJUSTABLE RATE NOTE - ONE-YEAR LIBOR INDEX - Single Family - Fannie Mae Uniform Instrument

Form 3630 11/01

© 2001-2003 Online Documents, Inc.

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all 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.

10. WAIVERS

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

11. UNIFORM SECURED NOTE

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

(A) Until my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument shall read as follows:

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.

(B) When my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument described in Section 11 (A) above shall then cease to be in effect, and Uniform Covenant 18 of the Security Instrument shall instead read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

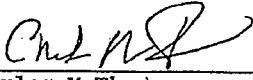
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument.

Initials: 

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.

LOAN #: A1100503

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



Charles M Thompson (Seal)

[Sign Original Only]

MULTISTATE InterestFirst ADJUSTABLE RATE NOTE - ONE-YEAR LIBOR INDEX - Single Family - Fannie Mae Uniform Instrument
Form 3530 11/01

© 2001-2003 Online Documents, Inc.

Page 4 of 4

F3530NOT 0307
10-04-2006 12:37

ROA_0120

BALLOON NOTE

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

OCTOBER 12, 2006
[Date]

Greenville,
[City]

SOUTH CAROLINA
[State]

104 Nobska Light Court, Simpsonville, SC 29681
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$28,380.00 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is E-LOAN, INC., A DELAWARE CORPORATION.

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 will be called the "Note Holder."

2. INTEREST

I will pay interest at a yearly rate of 11.125%.
Interest will be charged on unpaid principal until the full amount of principal has been paid.

3. PAYMENTS

I will pay principal and interest by making payments each month of U.S. \$272.95.
I will make my payments on the 1ST day of each month beginning on DECEMBER 1, 2006.
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. If, on NOVEMBER 1, 2021, I still owe amounts under this Note, I will pay all those amounts, in full, on that date.
I will make my monthly payments at
6230 STONERIDGE MALL ROAD
PLEASANTON, CA 94588

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

4. 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 of my monthly payments 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, but not less than U.S. N/A and not more than U.S. \$13.50. I will pay this late charge only once on any late payment.

(B) Default

If I do not pay the full amount of each monthly payment by the date stated in Section 3 above, I will be in default. Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described below, the Note Holder will still have the right to do so if I am in default at a later time.

(C) Notice from Note Holder

If I am in default for 10 days, 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 20 days after the date on which the notice is mailed to me or, if it is not mailed, 20 days after the date on which it is delivered to me.

(D) 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 for all of its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

5. THIS NOTE SECURED BY A MORTGAGE

In addition to the protections given to the Note Holder under this Note, a Mortgage, dated OCTOBER 12, 2006, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage 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.

6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE

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 a letter that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

SOUTH CAROLINA - BALLOON SECOND MORTGAGE
Online Documents, Inc.

Page 1 of 2

Initials: 
10-04-2006 12:39

ROA_0121

LOAN #: B1100503

I may make a full prepayment or a partial prepayment without paying any penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

7. BORROWER'S WAIVERS

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorsers."

8. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address above. A notice will be delivered or mailed to me 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 mailing it by certified mail to the Note Holder at the address stated in Section 3 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us 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. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.



Charles M Thompson (Seal)

LOAN #: A1100503

MIN: 100039610011005039

InterestFirstSM ADJUSTABLE RATE NOTE
(One-Year LIBOR Index (As Published In The Wall Street Journal) - Rate Caps)

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

OCTOBER 12, 2006
[Date]

Greenville,
[City]

SOUTH CAROLINA
[State]

104 Nobska Light Court, Simpsonville, SC 29681
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$113,520.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is E-LOAN, INC., A DELAWARE CORPORATION.

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

I understand that Lender may transfer this Note. 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 I will pay may change in accordance with Section 4 of this Note.

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

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment on the 1ST day of every month, beginning on DECEMBER 1, 2006.

Before the First Principal and Interest Payment Due Date as described in Section 4 of this Note, my payment will consist only of the interest due on the unpaid principal balance of this Note. Thereafter, I will pay principal and interest by making a payment every month as provided below.

I will make my monthly payments of principal and interest beginning on the First Principal and Interest Payment Due Date as described in Section 4 of this Note. 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 if the payment includes both principal and interest, it will be applied to interest before principal. If, on NOVEMBER 1, 2036, 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
6230 STONERIDGE HALL ROAD
PLEASANTON, CA 94588

VERIFIED TO BE A TRUE COPY
[Signature]
CLERK PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES 8/15/16

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

(B) Amount of My Initial Monthly Payments

My monthly payment will be in the amount of U.S. \$674.03 before the First Principal and Interest Payment Due Date, and thereafter will be in an amount sufficient to repay the principal and interest at the rate determined as described in Section 4 of this Note in substantially equal installments by the Maturity Date. The Note Holder will notify me prior to the date of change in monthly payment.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 or 5 of this Note.

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the 1ST day of NOVEMBER, 2011 and the adjustable interest rate I will pay may change on that day every 12TH month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an index. The "index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR") as

Initials: *[Signature]*

MULTISTATE InterestFirst ADJUSTABLE RATE NOTE - ONE-YEAR LIBOR INDEX - Single Family - Fannie Mae Uniform Instrument

Form 3530 11/01

© 2001-2003 Online Documents, Inc.

Page 1 of 4

F8590NOT 0307
10-04-2006 12:37

LOAN #: A1100503

published in The Wall Street Journal. The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **TWO AND ONE-FOURTH** percentage point(s) (**2.250%**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **12.125%** or less than **2.250%**. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage point(s) (**2.000%**) from the rate of interest I have been paying for the preceding **12** month(s). My interest rate will never be greater than **12.125%**.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

(G) Date of First Principal and Interest Payment

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be the first monthly payment date after the first Change Date.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as 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 this Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date of my monthly payment unless the Note Holder agrees in writing to those changes. If the partial Prepayment is made during the period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist only of interest. If the partial Prepayment is made during the period when my payments consist of principal and interest, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

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

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

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000%** of my overdue payment of interest, during the period when my payment is interest only, and of principal and interest thereafter. 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 that 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.

Initials: 

MULTISTATE Interest First ADJUSTABLE RATE NOTE - ONE-YEAR LIBOR INDEX - Single Family - Fannie Mae Uniform Instrument

Form 3530 11/01

© 2001-2003 Online Documents, Inc.

Page 2 of 4

F3530NOT 0307
10-04-2006 12:37

ROA_0124

LOAN #: A1100503

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all 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.

10. WAIVERS

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

11. UNIFORM SECURED NOTE

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

(A) Until my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument shall read as follows:

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.

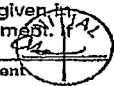
(B) When my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument described in Section 11(A) above shall then cease to be in effect, and Uniform Covenant 18 of the Security Instrument shall instead read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument.

Initials: 

MULTISTATE Interest First ADJUSTABLE RATE NOTE - ONE-YEAR LIBOR INDEX - Single Family - Fannie Mae Uniform Instrument

Form 5530 11/01

© 2001-2003 Online Documents, Inc.

Page 3 of 4

F5530NOT 0307
10-04-2006 12:37

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.

LOAN #: A1100503

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



Charles M Thompson (Seal)

[Sign Original Only]

MULTISTATE InterestFirst ADJUSTABLE RATE NOTE - ONE-YEAR LIBOR INDEX - Single Family - Fannie Mae Uniform Instrument
Form 3530 11/01
© 2001-2003 Online Documents, Inc.

Page 4 of 4

F3530NOT 0307
10-04-2006 12:37

INDEMNIFICATION FOR AFFIDAVIT OF LOST NOTE

This indemnification agreement is made in connection with the Affidavit of Lost Note attached herewith. The undersigned hereby agrees that, in the event the undersigned recovers the Note at any time, the undersigned will cause the same to be returned to the proper place of custody, without requiring any consideration therefor.

The undersigned hereby agrees to indemnify and hold the borrower and his heirs and assigns harmless from and against any and all losses, liabilities, damages, claims, costs and expenses of any nature whatsoever that result from reliance on the within affidavit, including, without limitation, reasonable attorneys' fees.

Date: 16/31/17

BANK OF AMERICA, NATIONAL ASSOCIATION

By: _____

Name: Jorge L. Garcia

Title: Assistant Vice President

Updated 9/1/12

ROA_0127

CERTIFICATE OF ASSISTANT SECRETARY
OF
BANK OF AMERICA, NATIONAL ASSOCIATION

The undersigned, Devra Lindgren, an Assistant Secretary of Bank of America, National Association (the "Association"), a national banking association organized and existing under the laws of the United States of America and having its principal place of business in the City of Charlotte, County of Mecklenburg, State of North Carolina, does hereby certify that:

1. The following persons have been duly elected or appointed and have duly qualified as officers of the Association and they hold the office set forth opposite their names:

<u>Name</u>	<u>Title</u>
Deborah Barberena	Assistant Vice President
Eugene Barr	Assistant Vice President
Kelly Bratz	Assistant Vice President
Jonnishia Brooks-Sims	Assistant Vice President
Jorge L. Garcia	Assistant Vice President
Angie Henry	Assistant Vice President
Ryan Loria	Assistant Vice President
Richard Mahotiere	Assistant Vice President
Michael Matz	Assistant Vice President
Gregory Neal	Assistant Vice President
Samuel Rowe	Assistant Vice President
Yamila Soto	Assistant Vice President
Elizabeth Stack	Assistant Vice President

2. The following is a true and complete copy of an excerpt from the Bylaws of the Association, and the same is in full force and effect as of the date hereof:

Section 5.2. Execution of Instruments. All agreements, indentures, mortgages, deeds, conveyances, transfers, contracts, checks, notes, drafts, loan documents, letters of credit, guarantees, master agreements, swap agreements, security and pledge agreements, guarantees of signatures, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, powers of attorney, and other instruments or documents may be signed, executed, acknowledged, verified, attested, delivered or accepted on behalf of the Association by the Chairman of the Board, the President, any Vice Chairman of the Board, any Division President, any Managing Director, any Principal, any Vice President, any Assistant Vice President, or any individual who is listed on the Association's personnel records in a position equal to any of the aforementioned officer positions, or such other officers, employees or agents as the Board of Directors or any of such designated officers or individuals may direct. The provisions of this Section 5.2 are supplementary to any other provision of these Bylaws and shall not be construed to authorize execution of instruments otherwise dictated by law.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of the Association on this 23rd day of October, 2012.



BANK OF AMERICA, NATIONAL ASSOCIATION

By: Devra Lindgren
Devra Lindgren, Assistant Secretary

After Recording Return To:
STEWART MORTGAGE INFORMATION
E-LOAN TRAILING DOCUMENTS
3910 KIRBY DRIVE SUITE 300
HOUSTON, TX 77098
800-795-5263

This instrument was prepared by:
ROBERT CARPENTER
E-LOAN, INC.
6230 STONERIDGE MALL ROAD
PLEASANTON, CA 94588

Michael H. Kolb
CERTIFIED TO BE A TRUE COPY
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES 8/15/11

Title Order No.: T06-0787
Escrow No.: T06-0787
LOAN #: A1100503

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100039610011005039

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated **OCTOBER 12, 2006**, together with all Riders to this document.
(B) "Borrower" is **Charles M Thompson**.

Borrower is the mortgagor under this Security Instrument.

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

(D) "Lender" is **E-LOAN, INC.**

Lender is a DELAWARE CORPORATION,
THE STATE OF DELAWARE.
ROAD, PLEASANTON, CA 94588.

organized and existing under the laws of
Lender's address is, 6230 STONERIDGE MALL

(E) "Note" means the promissory note signed by Borrower and dated **OCTOBER 12, 2006**. The Note states that Borrower owes Lender ***ONE HUNDRED THIRTEEN THOUSAND FIVE HUNDRED TWENTY AND NO/100** ***** Dollars (U.S. **\$113,520.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **NOVEMBER 1, 2036**.

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

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

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

- | | | |
|---|--|---|
| ☒ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☒ Planned Unit Development Rider | ☒ Other(s) [specify] EXHIBIT "A" |
| ☐ 1-4 Family Rider | ☐ Biweekly Payment Rider | |
| ☐ V.A. Rider | | |

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

Initials: 

SCDEED 0412
10-04-2006 12:37

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

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

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

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

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

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

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Name of Recording Jurisdiction]:

See legal description attached hereto and made a part hereof.

APN #: 0546.07-01-053.00

which currently has the address of 104 Nobska Light Court, Simpsonville,

South Carolina 29681 ("Property Address"):
[Zip Code]

[Street] [City]

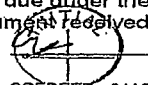
TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter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

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

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

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

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

Initials: 

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

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

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

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

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

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

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

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

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

Initials: 

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

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

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

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

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

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

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

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

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

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

Initials: 

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

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

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

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

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

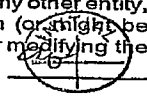
If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the

Initials: 

mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

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

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

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

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

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

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

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits

Initials: 

under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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

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

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

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

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

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

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

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

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

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

Initials: 

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

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

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

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

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

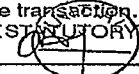
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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

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

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

25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY

Initials: 

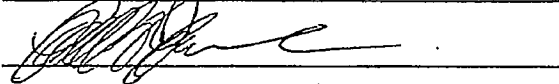
LOAN #: A1100503

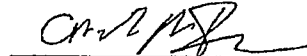
APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in § 12-37-250 of the South Carolina Code of Laws.

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

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

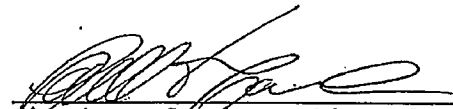
Signed, sealed, and delivered in the presence of:


Charles M Thompson (Seal)

State of SOUTH CAROLINA
County of GREENVILLE

The foregoing instrument was acknowledged before me this 10/12/06 (date)
by Charles M Thompson (name of person acknowledged).


Signature of Person Taking Acknowledgement
Notary Public for South Carolina
My commission expires: 12-16-2014

LOAN #: A1100503

MIN: 100039610011005039

FIXED/ADJUSTABLE RATE RIDER

(LIBOR One-Year Index (As Published In The Wall Street Journal)-Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 12TH day of OCTOBER, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to E-LOAN, INC., A DELAWARE CORPORATION

of the same date and covering the property described in the Security Instrument and located at: 104 Nobska Light Court
Simpsonville, SC 29681.

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 7.125%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the 1ST day of NOVEMBER, 2011, and the adjustable interest rate I will pay may change on that day every 12TH month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-FOURTH percentage point(s) (2.250%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.125% or less than 2.250%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than

TWO percentage point(s) (2.000%) from the rate

Initials: 

MULTISTATE FIXED/ADJUSTABLE RATE RIDER-WSJ One-Year LIBOR-Single Family-Fannie Mae Uniform Instrument
Form 3187 6/01

© 2001-2002 Online Documents, Inc.

Page 1 of 3

F3187RDU 0208
10-04-2006 12:37

ROA_0139

of interest I have been paying for the preceding 12 month(s). My interest rate will never be greater than 12.125% which is called the "Maximum Rate."

LOAN #: A1100503

(E) Effective Date of Changes

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

(F) Notice of Changes

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

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

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.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of covenant or agreement in this Security Instrument is acceptable to Lender.

Initials: 

MULTISTATE FIXED/ADJUSTABLE RATE RIDER-WSJ One-Year LIBOR-Single Family-Fannie Mae Uniform Instrument

Form 3187 6/01

© 2001-2002 Online Documents, Inc.

Page 2 of 3

F3187RDU

10-04-2006 12:37

ROA_0140

LOAN #: A1100503

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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


Charles M Thompson 10/12/06
Date

MULTISTATE FIXED/ADJUSTABLE RATE RIDER-WSJ One-Year LIBOR-Single Family-Fannie Mae Uniform Instrument
Form 3187 6/01

© 2001-2002 Online Documents, Inc.

Page 3 of 3

F3187RDU
10-04-2006 12:37

ROA_0141

PLANNED UNIT DEVELOPMENT RIDER

LOAN #: A1100503

MTN: 100039610011005039

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 12TH day of OCTOBER, 2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to E-LOAN, INC., A DELAWARE CORPORATION

(the "Lender")
of the same date and covering the Property described in the Security Instrument and located at: 104 Nobska Light Court, Simpsonville, SC 29681.

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

(the "Declaration").
The Property is a part of a planned unit development known as Bridges Crossing (the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

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

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

What Lender requires as a condition of this waiver can change during the term of the loan. Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

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

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

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid

Initials: 

LOAN #: A1100503

to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

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

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

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



Charles M Thompson (Seal)

EXHIBIT "A"

ALL that certain piece, parcel or lot of land together with all improvements located thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 158 on a plat of Enclave at Bridges Crossing prepared by Wooten Surveying Co., dated January 30, 2002, and recorded in the Register of Deeds for Greenville County in Plat Book 44-W at Page 82 and also being shown on a more recent plat entitled "Closing Survey for Janet H. King", prepared by Wooten Surveying Co., dated April 28, 2003 and recorded in the Register of Deeds for Greenville County in Plat Book 46-V at Page 79 and having such metes and bounds as shown on the more recent plat, reference to which is hereby made for a more complete description.

TOGETHER WITH a perpetual non-exclusive right of ingress and egress over and across such private roads and common areas as are shown or noted on the aforementioned plat and plat of Enclave at Bridges Crossing, Phase 6, recorded in Plat Book 44-W at Page 82 in order to provide the owner of said lot, their successors, assigns, families, guests, invitees, tenants or lessees with a means of ingress and egress from said lot to Lea Gail Circle and Holland Road.

TMS #0546.07-01-053.00

THIS is the same property as that conveyed to the Mortgagor herein by deed of Tammy L. French recorded herewith in the Register of Deeds for Greenville County.

After Recording Return To:
STEWART MORTGAGE INFORMATION
E-LOAN TRAILING DOCUMENTS
3910 KIRBY DRIVE SUITE 300
HOUSTON, TX 77098
800-795-5263

This instrument was prepared by:
ROBERT CARPENTER
E-LOAN, INC.
6230 STONERIDGE MALL ROAD
PLEASANTON, CA 94588

Title Order No.: T06-0787
Escrow No.: T06-0787
LOAN #: B1100503

MORTGAGE

MIN 100039620011005038

THIS MORTGAGE is made this 12TH day of OCTOBER, 2006, between the Mortgagor,
Charles M Thompson

(herein "Borrower") and the Mortgagee.
This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of PO Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, E-LOAN, INC., A DELAWARE CORPORATION,

organized and existing under the laws of THE STATE OF DELAWARE,
6230 STONERIDGE MALL ROAD, PLEASANTON, CA 94588

whose address is

(herein "Lender").
WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$28,380.00, which indebtedness is evidenced by Borrower's note dated OCTOBER 12, 2006 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on NOVEMBER 1, 2021.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the COUNTY

[Type of Recording Jurisdiction] of Greenville

[Name of Recording Jurisdiction]:

See legal description attached hereto and made a part hereof;
APN #: 0546.07-01-053.00

which has the address of 104 Nobska Light Court, Simpsonville,

South Carolina 29681 (herein "Property Address");

[Street] [City]

[ZIP Code]

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

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

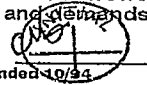
SOUTH CAROLINA - SECOND MORTGAGE - 1/80 - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Modified by Online Documents, Inc.

© 2001-2004 Online Documents, Inc.

10-04-2006 12:39

Page 1 of 4

Initials: 
Form 3841 Amended 10/94

SCCSECDE 0402

ROA_0145

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. **Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

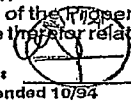
If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

Initials: 
Form 3841 Amended 10/94

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

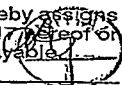
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to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

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

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 20 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Initials: 
Form 3841 Amended 10/94

LOAN #: B1100503

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property.

22. Riders. All Riders to this document are executed by Borrower. The following Riders are to be executed by the Borrower [check box as applicable]:

☐ Adjustable Rate Rider

☒ Balloon Rider

☐ 1-4 Family Rider

☐ Condominium Rider

☒ Planned Unit Development Rider

☐ Biweekly Payment Rider

☐ Second Home Rider

☒ Other(s) [specify]

EXHIBIT "A"

REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed, sealed and delivered in the presence of:

Kathy H. Bolten

Charles M Thompson (Seal)

[Signature]

State of SOUTH CAROLINA
County of GREENVILLE

The foregoing instrument was acknowledged before me this 10/12/06
(date) by Charles M Thompson (name(s) of person(s) acknowledged).

[Signature]
(Signature of Person Taking Acknowledgement)
Notary Public for South Carolina
My commission expires: 12-16-2014

(SEAL)

SOUTH CAROLINA - SECOND MORTGAGE - 1/80 - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Modified by Online Documents, Inc.
© 2001-2004 Online Documents, Inc.
10-04-2006 12:39

Form 3841 Amended 10/94

Page 4 of 4

SC0SECODE 0402

ROA_0148

LOAN #: B1100503

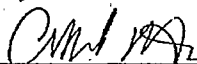
BALLOON RIDER TO SECURITY INSTRUMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned agree that the certain Security Instrument (Deed of Trust/Mortgage/Security Deed) of even date to which this Rider is attached shall be subject to the following provisions, notwithstanding any provisions to the contrary contained in said Security Instrument securing same:

BALLOON PAYMENT

This loan is payable at the end of **FIFTEEN** (**15**) year(s). You must repay the entire principal balance of the loan and the unpaid interest then due. The lender is under no obligation to refinance the loan at that time. You will, therefore, be required to make payment out of other assets you may own, or you will have to find a lender which may be the lender you have this loan with, willing to lend you the money. If you refinance this loan at maturity, you may have to pay some or all closing costs normally associated with a new loan, even if you obtain refinancing from the same lender.

At least ninety (90) but no more than one hundred twenty (120) days prior to the Maturity Date, Lender must send Borrower a notice prior to the Maturity Date. Lender must send Borrower a notice prior to the Maturity Date and the amount of the "Balloon Payment," which will be due on the Maturity Date (assuming all scheduled payments due between the date of the notice and the Maturity Date are made on time).


Charles M Thompson

10/12/06
Date

(12/01)
Online Documents, Inc.
10-04-2006 12:39

P3518BLR 0202

LOAN #: B1100503
MIN: 100039620011005038

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 12TH day of OCTOBER, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to E-LOAN, INC., A DELAWARE CORPORATION

(the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:
104 Nobska Light Court
Simpsonville, SC 29681

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

(the "Declaration").
The Property is a part of a planned unit development known as Bridges Crossing (the "PUD").

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

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

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

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

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

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

10-04-2006 12:39

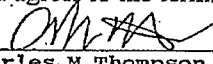


LOAN #: B1100503

- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association;
or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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

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


Charles M Thompson

(Seal)

EXHIBIT "A"

ALL that certain piece, parcel or lot of land together with all improvements located thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 158 on a plat of Enclave at Bridges Crossing prepared by Wooten Surveying Co., dated January 30, 2002, and recorded in the Register of Deeds for Greenville County in Plat Book 44-W at Page 82 and also being shown on a more recent plat entitled "Closing Survey for Janet H. King", prepared by Wooten Surveying Co., dated April 28, 2003 and recorded in the Register of Deeds for Greenville County in Plat Book 46-V at Page 79 and having such metes and bounds as shown on the more recent plat, reference to which is hereby made for a more complete description.

TOGETHER WITH a perpetual non-exclusive right of ingress and egress over and across such private roads and common areas as are shown or noted on the aforementioned plat and plat of Enclave at Bridges Crossing, Phase 6, recorded in Plat Book 44-W at Page 82 in order to provide the owner of said lot, their successors, assigns, families, guests, invitees, tenants or lessees with a means of ingress and egress from said lot to Lea Gail Circle and Holland Road.

TMS #0546.07-01-053.00

THIS is the same property as that conveyed to the Mortgagor herein by deed of Tammy L. French recorded herewith in the Register of Deeds for Greenville County.

THIS mortgage is subject to that certain first mortgage to E-Loan, Inc., a Delaware corporation, dated October 12, 2006, in the original amount of \$113,520.00 and recorded herewith in the Register of Deeds for Greenville County.

Recording Requested By:
Bank of America
Prepared By: Barbara Nord
888-603-9011

When recorded mail to:
CoreLogic
450 E. Boundary St.
Attn: Release Dept.
Chapin, SC 29036



DocID# 21815381313675254
Tax ID: 0546.07-01-053,00

Property Address:
104 NOBSKA LIGHT COURT
Simpsonville, SC 29681

SCD-AM 13741666

6/15/2011

2011039996

ASMT
1 PG
Page:3778

Jun 15, 2011 10:19:47 AM
Rec: 6.00 Cnty Tax: 0.00

Cons: 0.00
State Tax: 0.00

ELECTRONICALLY FILED IN GREENVILLE COUNTY, SC

MIN #: 100039610011005039 MERS Phone #: 888-679-6377

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 3300 S.W. 34TH AVENUE, SUITE 101 OCALA, FL 34474 does hereby grant, sell, assign, transfer and convey unto BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP whose address is 8609 WESTWOOD CENTER, VIENNA, VA 22183 all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender: E-LOAN, INC.
Original Borrower(s): CHARLES M THOMPSON
Date of Mortgage: 10/12/2006
Original Loan Amount: \$113,520.00

Recorded in Greenville County, SC on: 10/12/2006, book MO 4658, page 623 and instrument number 2006100496

IN WITNESS, WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on

Dated: 6/15/11

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC.

By:
Christopher Herrera, Assistant Secretary

Witness: Luis Roldan
State of California
County of Ventura

Witness: Dominique Johnson

On 6-15-2011 before me, Norma Rojas, Notary Public, personally appeared Christopher Herrera, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public, Norma Rojas
My Commission Expires: 2/14/2015

(Seal)

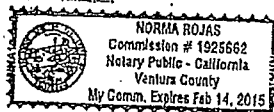


EXHIBIT A PAGE 1 OF 1

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2011039996 Book: MO 5121 Page: 3778
Jun 15, 2011 10:19:47 AM
Tully, Anthony

ROA_0153

After Recording Return To.
NEW PENN FINANCIAL, LLC
4000 CHEMICAL ROAD
PLYMOUTH MEETING, PA 19462
ATTN TRAILING DOCUMENTS

Prepared By
LIXIA LU
NEW PENN FINANCIAL, LLC
4000 CHEMICAL ROAD
PLYMOUTH MEETING, PA 19462



August 17, 2012 12 25 48

Rec \$31 00

Cnty Tax \$0.00

State Tax \$0 00

2012066609 MTG
25 PGS
Book MO 5174 Page 1347-1371

FILED IN GREENVILLE COUNTY, SC

[Space Above This Line For Recording Data]

MORTGAGE

SMOCK
Loan # 815120601436
MIN 100754400000044188
PIN 0546-07-01-053.00
Cnsc # 19-19-6-0419569

**NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF
THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.**

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated AUGUST 17, 2012 together with all Riders to this document

(B) "Borrower" is CRAIG STEPHEN SMOCK Borrower is the mortgagor under this Security Instrument.

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

(D) "Lender" is NEW PENN FINANCIAL, LLC Lender is a LIMITED LIABILITY CORPORATION organized and existing under the laws of DE Lender's address is 124 VERDAE BLVD SUITE 203, GREENVILLE, SC 29607.

(E) "Note" means the promissory note signed by Borrower and dated AUGUST 17, 2012 The Note states that Borrower owes Lender ONE HUNDRED, TWENTY-SEVEN THOUSAND NINE HUNDRED AND

NMLS # 3013

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

349 8

Page 1 of 15

Modified for VA
Form 3041 1/01



815120601436

00/100 Dollars (U.S. \$127,900.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **SEPTEMBER 1, 2042**.

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

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

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

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

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

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

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

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

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

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

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

(P) "**RESPA**" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

NMLS # 3013 |

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

3498

Page 2 of 15

Modified for VA
Form 3041 1/01

ROA_0155

815120601436

TRANSFER OF RIGHTS IN THE PROPERTY

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

SEE ATTACHED LEGAL DESCRIPTION

which currently has the address of 104 NOBSKA LIGHT COURT SIMPSONVILLE, South Carolina 29681 ("Property Address")

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

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15.

NMLS # 3013 |

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

349 8

Page 3 of 15

Modified for VA
Form 3041 1/01

ROA_0156

815120601436

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

NMLS # 3013 |

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

349 8

Page 4 of 15

Modified for VA
Form 3041 1/01

ROA_0157

815120601436

Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on

NMLS # 3013 |

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

349 8

Page 5 of 15

Modified for VA
Form 3041 1/01

815120601436

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

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

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

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

NMLS # 3013 |

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

349 8

Page 6 of 15

Modified for VA
Form 3041 1/01

ROA_0159

815120601436

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

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

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

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

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

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

NMLS # 3013 |

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

3498

Page 7 of 15

Modified for VA
Form 3041 1/01

815120601436

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. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

NMLS # 3013 |

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

3498

Page 8 of 15

Modified for VA
Form 3041 1/01

815120601436

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

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

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

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

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

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

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

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the

NMLS # 3013 |

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

3498

Page 9 of 15

Modified for VA
Form 3041 1/01

815120601436

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

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

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

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

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

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

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

NMLS # 3013 |

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

349 8

Page 10 of 15

Modified for VA
Form 3041 1/01

815120601436

that are expressly prohibited by this Security Instrument or by Applicable Law

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

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

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

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

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

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security

NMLS # 3013 |

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

3498

Page 11 of 15

Modified for VA
Form 3041 1/01

815120601436

Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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

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

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

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

NMLS # 3013 |

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

349 8

Page 12 of 15

Modified for VA
Form 3041 1/01

815120601436

Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20

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

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

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

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

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

NMLS # 3013 |

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

349 8

Page 13 of 15

Modified for VA
Form 3041 1/01

ROA_0166

815120601436

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.

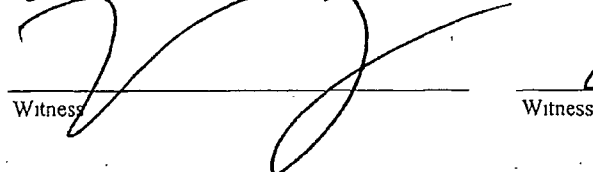
25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal 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 § 12-37-250 of the South Carolina Code of Laws.

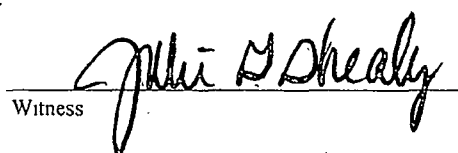
26. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

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

 8/11/12
- BORROWER - CRAIG STEPHEN SMOCK - DATE -

Signed, sealed and delivered in the presence of.


Witness


Witness

NMLS # 3013 |

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

349 8

Page 14 of 15

Modified for VA
Form 3041 1/01

ROA_0167

815120601436

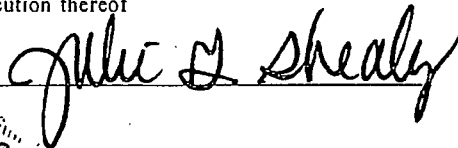
[Space Below This Line For Acknowledgment]

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

PERSONALLY appeared before me the undersigned witness

(first witness) and made oath that he/she/they saw the within-named

Craig Stephen Smocksign, seal, and as his/her/their act and deed, deliver the within-written Mortgage, and that he/she/they with
the other witness (second witness) witnessed the
execution thereof

(signed by first witness)

SWORN to before me, this 17th day of August 2012

Notary Public for SC

My Commission Expires 10/16/16

NMLS # 3013 |

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

349 8

Page 15 of 15

Modified for VA
Form 3041 1/01

ROA_0168

PLANNED UNIT DEVELOPMENT RIDER

SMOCK

Loan #: 815120601436

MIN 100754400000044188

Case #: 19-19-6-0419569

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 17TH day of AUGUST, 2012, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to NEW PENN FINANCIAL, LLC, (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

104 NOBSKA LIGHT COURT, SIMPSONVILLE, SC 29681

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in THE COVENANTS, CONDITIONS AND RESTRICTIONS FILED OF RECORD THAT AFFECT THE PROPERTY (the "Declaration"). The Property is a part of a planned unit development known as

BRIDGES CROSSING

[Name of Planned Unit Development]

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

NMLS # 3013 |

MULTISTATE PUD RIDER- Single Family -Fannie Mac/Freddie Mac UNIFORM INSTRUMENT

34 |

Form 3150 1/01 (page 1 of 3 pages)



815120601436

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

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

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

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

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

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

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

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

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of

NMLS # 3013 |

MULTISTATE PUD RIDER- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

34.11

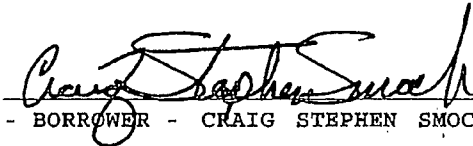
Form 3150 1/01 (page 2 of 3 pages)

815120601436

the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association, or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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

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

 8/17/12
- BORROWER - CRAIG STEPHEN SMOCK - DATE -

NMLS# 3013 |

MULTISTATE PUD RIDER- Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

34.11

Form 3150 1/01 (page 3 of 3 pages)

1-4 FAMILY RIDER
(Assignment of Rents)

SMOCK

Loan #. 815120601436

MIN. 100754400000044188

Case # 19-19-6-0419569

THIS 1-4 FAMILY RIDER is made this 17TH day of AUGUST, 2012, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to NEW PENN FINANCIAL, LLC (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 104 NOBSKA LIGHT COURT, SIMPSONVILLE, SC 29681 [Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing

NMLS # 3013 |

MULTISTATE 1-4 FAMILY RIDER -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

32 12

Form 3170 1/01 (page 1 of 3 pages)



815120601436

apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph F, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

G. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall

NMLS # 3013 |

MULTISTATE 1-4 FAMILY RIDER -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

32.12

Form 3170 1/01 (page 2 of 3 pages)

815120601436

pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

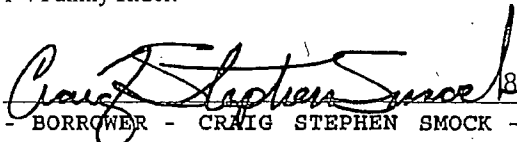
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

H. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

 8/17/12
- BORROWER - CRAIG STEPHEN SMOCK - DATE -

NMLS # 3013 |

MULTISTATE 1-4 FAMILY RIDER -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

32.12

Form 3170 1/01 (page 3 of 3 pages)

V.A. GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

**NOTICE: THIS LOAN IS NOT ASSUMABLE
WITHOUT THE APPROVAL OF THE
DEPARTMENT OF VETERANS AFFAIRS OR
ITS AUTHORIZED AGENT.**

SMOCK

Loan # 815120601436

MIN 100754400000044188

Case #: 19-19-6-0419569

THIS V.A. GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this 17TH day of AUGUST, 2012, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to NEW PENN FINANCIAL, LLC (herein "Lender") and covering the property described in the Security Instrument and located at 104 NOBSKA LIGHT COURT, SIMPSONVILLE, SC 29681 (Property Address).

V.A. GUARANTEED LOAN COVENANT: In addition to the covenants and agreements made

NMLS # 3013 |

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

53 10

Page 1 of 3



815120601436

in the Security Instrument, Borrower and Lender further covenant and agree as follows:

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 18 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations

LATE CHARGE: At Lender's option, Borrower will pay a "late charge" not exceeding **FOUR** percent (4.000%) of the overdue payment when paid more than **FIFTEEN (15)** days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United State Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) **ASSUMPTION FUNDING FEE:** A fee equal to one half of one percent (0.50%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

(b) **ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumption and transfer of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the

NMLS # 3013 |

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

53.10

Page 2 of 3

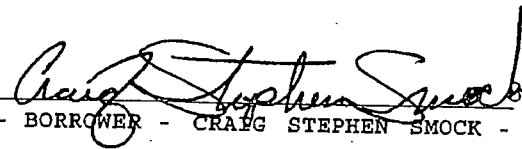
ROA_0176

815120601436

holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

(c) ASSUMPTION INDEMNITY LIABILITY: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Borrower(s) has executed this V.A. Guaranteed Loan and Assumption Policy Rider.


- BORROWER - CRAIG STEPHEN SMOCK - DATE - 8/17/12

NMLS # 3013|

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

53.10

Page 3 of 3

ROA_0177

EXHIBIT "A"

All that certain piece, parcel or lot of land together with all improvements located thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 158 on a plat of Enclave at Bridges Crossing, prepared by Wooten Surveying Co., dated January 30, 2002, and recorded in the Register of Deeds Office for Greenville County, SC in Plat Book 44-W at Page 82 and also being shown on a more recent plat entitled "Closing Survey for Janet H. King", prepared by Wooten Surveying Co., dated April 28, 2003, recorded in the Register of Deeds Office for Greenville County in Plat Book 46-V at Page 79 and having such metes and bounds as shown on the more recent plat, reference to which is hereby made for a more complete description.

Together with a perpetual, non-exclusive easement for ingress and egress over and across such private roads and common areas as are shown or noted on the aforementioned plat and plat of Enclave at Bridges Crossing, Phase 6, recorded in Plat Book 44-W at Page 82 in order to provide the owner of said lot, their successors, assigns, families, guests, invitees, tenants or leases with a means of ingress and egress from said lot to Lea Gail Circle and Holland Road.

This being the same property conveyed unto Craig Stephen Smock by deed of Oriole Properties, LLC, dated August 17, 2012, recorded in the Office of the Register of Deeds for Greenville County, SC on August 17, 2012 in Deed Book 2410 at Page 3246

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2012066609 Book: MO 5174 Page: 1347-1371
August 17, 2012 12 25 48

Timothy J. Hanney

HORTON, DRAWDY, WARD, MULLINAX & FARRY, P.A.
307 Pettigru Street, Greenville, SC 29601

STATE OF SOUTH CAROLINA)

TITLE TO REAL ESTATE

COUNTY OF GREENVILLE)

Grantee Address: 104 Nobska Light Court
Simpsonville, SC 29681

KNOW ALL MEN BY THESE PRESENTS, that

ORIOLE PROPERTIES, LLC

in consideration of **ONE HUNDRED TWENTY SEVEN THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$127,900.00)** the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto

CRAIG STEPHEN SMOCK, his heirs and assigns forever:

All that certain piece, parcel or lot of land together with all improvements located thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 158 on a plat of Enclave at Bridges Crossing, prepared by Wooten Surveying Co., dated January 30, 2002, and recorded in the Register of Deeds Office for Greenville County, SC in Plat Book 44-W at Page 82 and also being shown on a more recent plat entitled "Closing Survey for Janet H. King", prepared by Wooten Surveying Co., dated April 28, 2003, recorded in the Register of Deeds Office for Greenville County in Plat Book 46-V at Page 79 and having such metes and bounds as shown on the more recent plat, reference to which is hereby made for a more complete description.

Together with a perpetual, non-exclusive easement for ingress and egress over and across such private roads and common areas as are shown or noted on the aforementioned plat and plat of Enclave at Bridges Crossing, Phase 6, recorded in Plat Book 44-W at Page 82 in order to provide the owner of said lot, their successors, assigns, families, guests, invitees, tenants or leases with a means of ingress and egress from said lot to Lea Gail Circle and Holland Road.

This being the same property conveyed unto Oriole Properties, LLC by deed of Charles B. Simmons, Jr., as Master in Equity for Greenville County, SC

1



2012066608 DEED
2 PGS
Book DE 2410 Page 3248-3249
August 17, 2012 12 25 47 Cons: \$127,900 00
Rec. \$10 00 Cnty Tax \$140 80 State Tax \$332 80

FILED IN GREENVILLE COUNTY, SC

dated May 22, 2012, recorded in the Office of the Register of Deeds for Greenville County, SC on May 24, 2012 in Deed Book 2406 at Page 877.

Tax Map #0546.07-01-053.00

This conveyance is subject to all restrictions, set-back lines, roadways, zoning ordinances, easements, and rights-of-way, if any, affecting the above described property.

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs or successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs or successors and assigns against the grantor(s) and the grantor's(s') heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's(s') hand(s) and seal(s) this 17th day of August, 2012.

SIGNED, sealed and delivered
in the presence of

ORIOLE PROPERTIES, LLC

By: Clayton M. Custer
Its: Authorized Member

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF GREENVILLE)

The foregoing instrument was acknowledged before me this 17th day of August, 2012 by Clayton M. Custer, Authorized Member of Oriole Properties, LLC.

Notary Public for South Carolina
My commission expires: 10/16/16

(SEAL)

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2012066608 Book DE 2410 Page: 3248-3249
August 17, 2012 12 25 47

Timothy J. Harvey

From: Betty Ocheltree [<mailto:bocheltree@CLAWSONANDSTAUBES.COM>]
Sent: Friday, July 13, 2012 10:09 AM
To: csimmons@greenvillecounty.org
Cc: Andrew Carson; Paul Hammack; Dean Hayes; jmerli@finklelaw.com
Subject: Bank of America v. Charles M. Thompson - C.A. No. 2011-CP-23-5912

Judge Simmons,

Attached is the revised Order agreed to by all counsel in the above matter. The original is being mailed to the Clerk's office today for your review and signature.

As always, if you have any questions or concerns, please feel free to call.

Thank you.



Betty Ocheltree
Legal Assistant

223 West Stone Ave., Suite 100 | Greenville SC | 29609

Phone: 864 331 8940 Ext. 200 | Fax: 864 232 2921

Website: www.clawsonandstaubes.com | Email: bocheltree@clawsonandstaubes.com | Location: [Map](#)

This e-mail and the information transmitted contains **PRIVILEGED** and **CONFIDENTIAL** information and is the property of the sender. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this information, or the taking of any action in reliance on the content of this information, is strictly prohibited. If you have received this e-mail in error, please immediately contact Betty Ocheltree with CLAWSON AND STAUBES, LLC at (864) 331-8940 and please delete the original transmittal of this information

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE 2012 JUN 15 AM 9: 58

C/A No.: 2011-CP-23-3668

U.S. Bank, National Association,

FILED-CLERK OF COURT
GREENVILLE CO S.C.
PAUL B. WICKES

PLAINTIFF,

vs.

Charles M. Thompson; E-Loan, Inc.; and SC
Telco Federal Credit Union,

DEFENDANTS.

**NOTICE OF MOTION AND MOTION FOR
RELIEF FROM JUDGMENT OR ORDER
PURSUANT TO RULES 60(b)(3) AND
60(b)(4), SCRCF**

F11-05097

**TO: JOSEPH T. MERLI, ATTORNEY FOR PLAINTIFF U.S. BANK, NATIONAL
ASSOCIATION:**

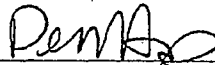
YOU WILL PLEASE TAKE NOTICE that the attorney for Bank of America, N.A., as successor in interest to E-Loan, Inc. and Mortgage Electronic Registration Systems, Inc., will on the 10th day after service hereof, or as soon thereafter as counsel may be heard, move this Court, pursuant to Rules 60(b)(4) and 60(b)(3) of the South Carolina Rules of Civil Procedure, for an order vacating the Order to Release Mortgage Recorded in Book 4658, at Page 623 ("Order to Release").

The movant is entitled to relief from judgment or order pursuant to SCRCF, 60(b), on the following grounds:

1. The Order to Release is void because the Court lacked personal jurisdiction over E-Loan due to defective service.
2. By virtue of Plaintiff's misrepresentation or other conduct in the form of an unsubstantiated allegation, contained in the Complaint, that E-Loan's mortgages no longer constituted liens on the property.

3. Order to Release is otherwise ineffective as to the movant because Mortgage Electronic Registration Systems, Inc. ("MERS"), the entity holding the legal interest in the property under the mortgage, was an indispensable party to the adjudication of whether the mortgage constituted a lien on the property - plaintiff was not entitled to a declaratory relief on that question without naming MERS as a defendant.

WHEREFORE, Bank of America, N.A., as successor in interest to E-Loan, Inc. and Mortgage Electronic Registration Systems, Inc., pursuant to SCRCP, 60(b)(4) and 60(b)(3), moves for relief from Order to Release Mortgage Recorded in Book 4658, at Page 623, and requests judicial declaration that its mortgage has remained a first priority lien on the real property foreclosed in this action.



Dean A. Hayes, SC Bar No: 66066
Chris S. Truluck, SC Bar No: 77829
Korn Law Firm, P.A.
Post Office Box 12369
Columbia, South Carolina 29211-2369
(803) 252-5817
Dean.Hayes@kornlawfirm.com
Chris.Truluck@kornlawfirm.com
ATTORNEYS FOR PLAINTIFF

June 12, 2012
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

U.S. Bank, National Association,

PLAINTIFF,

vs.

Charles M. Thompson; E-Loan, Inc.; and SC
Telco Federal Credit Union,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS

C/A No.: 2011-CP-23-3668

2012 JUN 15 AM 9:58
FILED-CLERK OF COURT
GREENVILLE CO S.C.
PAUL B. WICKENS

**MEMORANDUM IN SUPPORT OF
MOTION FOR RELIEF FROM JUDGMENT
OR ORDER PURSUANT TO RULE 60(b)(3)
AND 60(b)(4), SCRCF**

F11-05097

I. INTRODUCTION AND FACTS

On October 12, 2006, the defendant Charles M. Thompson ("Thompson") executed and delivered to the defendant E-Loan, Inc. ("E-Loan") a promissory note for \$113,520.00. The note was secured by a mortgage on real property located at 104 Nobska Light Court, in Simpsonville ("the property"). Thompson executed and delivered the mortgage to Mortgage Electronic Registration Systems, Inc., as nominee for E-Loan, Inc. ("MERS"); the mortgage was recorded on October 12, 2006 in Book 4658 at Page 623 in the Office of the Register of Deeds of Greenville County. Also on the same day, Thompson executed and delivered to MERS a second mortgage, securing repayment of a \$23,000.00 loan. More than a year later, in February 2008, Thompson executed the mortgage, which was foreclosed by the plaintiff in this action.

In its foreclosure complaint filed on May 31, 2011, the plaintiff alleged that E-Loan, Inc. might have claimed to have had an interest in the property by virtue of the above mortgages. Without articulating any grounds for its conclusion, the plaintiff alleged that these mortgages no longer constituted liens on the property. MERS, the holder of the legal interest in the property under the mortgages, was not made party defendant. Shortly after commencement of this action,

MERS assigned the mortgage recorded in Book 4658 at page 623, along with the indebtedness secured thereby, unto BAC Home Loans Servicing, LP, by an instrument dated June 10, 2011 and filed for record in Greenville County Register of Deeds, Book 5121 at Page 3778. Following a corporate merger, BAC Home Loans Servicing, LP was succeeded in interest by Bank of America, N.A. ("BANA"), the movant herein. *A copy of the assignment is attached as Exhibit "A."*

Plaintiff proceeded with service of process on E-Loan by delivering Summons and Complaint to the loan servicing department of Banco Popular located in Rosemont, Illinois. Banco Popular North America, a New York state-chartered bank ("BPNA"), is the corporate parent of E-Loan. *A copy of the affidavit of service is attached as Exhibit "B."*

Neither the movant, nor E-Loan, the movant's predecessor in interest under the Note, was provided proper notice of the pending foreclosure action which sought the release of its senior mortgage on the property. Consequently, neither the movant nor E-Loan appeared in this action.

An Order and Judgment of Foreclosure and Sale ("Foreclosure Judgment"), concluding adjudication of the merits of this case, was entered on March 27, 2012. At the same time, this Court issued an Order to Release Mortgage Recorded in Book 4658, at Page 623 ("Order to Release"). BANA now moves, pursuant to Rules 60(b)(3) and 60(b)(4) of the South Carolina Rules of Civil Procedure, for relief from the Order to Release.

II. DISCUSSION

The movant is entitled to relief from the Order to Release pursuant to SCRCP, 60(b)(4): The Order to Release is void because this Court lacked personal jurisdiction over E-Loan due to defective service. The movant is also entitled to relief under SCRCP, 60(b)(3), by virtue of

Plaintiff's misrepresentation or other misconduct in the form of an unsubstantiated allegation, contained in the Complaint, that E-Loan's mortgages no longer constituted liens on the property. Furthermore, the Order to Release is otherwise ineffective as to the movant because MERS, the entity holding the legal interest in the property under the mortgage, was an indispensable party to the adjudication of whether the mortgage constituted a lien on the property; plaintiff was not entitled to a declaratory relief on that question without naming MERS as a defendant.

A. The Court Lacked Personal Jurisdiction Over E-Loan, Inc.

Rule 4(d)(3) of the South Carolina Rules of Civil Procedure provides that service of process upon a corporation can be perfected by "deliver[y of] a copy of the summons and complaint to an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process" SCRCP, 4(d)(3). Service of process pursuant to Rule 4(d)(3), SCRCP, is necessary to "*confer personal jurisdiction* on the court and [to] assure[] the defendant of reasonable notice of the action." Roche v. Young Bros., Inc., of Florence, 318 S.C. 207, 209, 456 S.E.2d 897, 899 (1995) (emphasis added).

"Generally, service on a parent [corporation]. . . is not service on the defendant even though one corporation holds an equity interest in the other, one is wholly owned by the other, both corporations have a common parent, the two corporations have identical officers and directors The mere existence of a parent-subsidary relationship, without a more definite showing of the parent's control of the subsidiary, will not suffice to permit service of process on the subsidiary through the parent corporation." 62B AM. JUR. 2D *Process* § 255.

Absent a showing that a "parent corporation exercises such control and domination over the subsidiary that it no longer has a will, mind, or existence of its own and operates merely as a department of the parent corporation," 19 C.J.S. *Corporations* § 814, service of process upon the

subsidiary through its parent corporation should not be sustained. Id. Only when "the facts indicate that one corporation so controls the affairs of another corporation that the two entities are essentially one, the court will hold service of process on one corporation effective as to the other." Id. BPNA and E-Loan, however, maintain a level of separateness that precludes such finding in the instant case. BPNA is a New York state chartered bank while E-Loan is a corporation organized under the laws of Delaware - the companies do not share management. The companies offer different financial products, with E-Loan being present primarily on-line while BPNA operating only through traditional branches located within five states.

BPNA is wholly owned by Popular, Inc., which according to its 2011 annual report is a "diversified, publicly-owned financial holding company with operations in Puerto Rico, the United States ("U.S.") mainland, and the U.S. and British Virgin Islands. . . . In the U.S. mainland, the Corporation operates Banco Popular North America ("BPNA"), including its wholly-owned subsidiary E-LOAN. BPNA focuses efforts and resources on the core community banking business. BPNA operates branches in New York, California, Illinois, New Jersey and Florida." Popular, Inc. 2011 Annual Report, <http://www.snl.com/Cache/1500040081.PDF?D=&O=PDF&IID=100165&Y=&T=&FID=1500040081> (last visited Jun. 8, 2012). E-Loan insures its deposit products with the FDIC through BPNA. E-LOAN, INC., <http://www.eloan.com/s/show/simply?sid=828AAA259A5E98C6D99B021841105BEB&user=&mcode=&vid=> (last visited Jun. 8, 2012).

Plaintiff clearly failed to serve E-Loan in this case. The process server employed by the plaintiff did not deliver Summons and Complaint to E-Loan's officer or E-Loan's authorized agent but instead handed them to one Vicki Carpenter, bearing title of a "supervisor legal processing" at loan servicing department for Banco Popular. *See attached Exhibit "B."*

Arguably, such service would be insufficient to confer jurisdiction over BPNA, had BPNA maintain minimum contacts with the state of South Carolina, *a fortiori* it is certainly insufficient to provide notice to, and confer jurisdiction over, its subsidiary, E-Loan, Inc., because E-Loan is a separate entity – an entity that does not serve as mere alter ego for BPNA.

It is worth noting that the plaintiff did not attempt to serve E-Loan at its corporate headquarters, whose address - 120 Broadway, New York, NY 10271, is listed as the address for service of process on the South Carolina Secretary of State's website. *See the printouts from the on-line databases maintained by the South Carolina, California, and Illinois Secretaries of State, attached as Exhibits "C," "D," and "E," respectively.*

Because the service of process was deficient, E-Loan was not provided proper notice and this Court did not acquire personal jurisdiction necessary for adjudication of the issue of whether the mortgage, currently held by the movant, constituted lien on the property.

B. Plaintiff's Allegation Contained In Paragraph 18 Of The Complaint, And Reproduced In Proposed Orders Submitted To The Master-In-Equity, Amounted To Misrepresentation Or "Other Misconduct" Under Rule 60(b)(3).

In paragraph 18 of its complaint, the plaintiff alleged as follows:

The following Defendant(s) claim(s), or may claim a lien upon or interest in the subject property as follows:

(a) E-Loan, Inc., by virtue of:

- i. a mortgage from Charles M. Thompson, dated October 12, 2006, and recorded October 12, 2006, in Book 4658 at Page 623, in the amount of \$113,520.00.
- ii. a mortgage from Charles M. Thompson dated October 12, 2006, and recorded October 12, 2006 in Book 4658 at Page 638, in the amount of \$28,380.00.

The above mortgages no longer constitute a lien against the subject property.

Pls.' Comp. ¶ 18.

This allegation is nothing more than a bare conclusory statement. Plaintiff did not articulate any grounds that could substantiate it. Nothing in the records maintained by the Greenville County Register of Deeds could lead a reasonable person to the conclusion stated in the Complaint and then reproduced in the proposed orders submitted to this Court. There was no satisfaction of mortgage filed with the Register of Deeds. The legal description in the mortgage clearly indicated the property to be encumbered. Both Schedules A and D, attached to Thompson's Chapter 7 bankruptcy petition, list the movant's mortgage as the first lien on the property. *See attached Exhibit "F."* Other than plaintiff's mortgage, there is no other junior mortgage whose proceeds could have served to satisfy the movant's mortgage.

The movant submits that there were no reasonable grounds for the requisite knowledge, information and belief on the part of the attorney signing the complaint, as prescribed by Rule 11 of the South Carolina Rules of Civil Procedure, See SCRCP, 11(a), that could support the allegation that the movant's mortgage no longer encumbered the property.

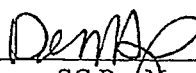
C. Plaintiff Failed To Name The Holder Of The Legal Interest Under The Mortgage That Plaintiff Sought To Be Released.

The movant's mortgage was held, at the time of the commencement of this action, by Mortgage Electronic Registration Systems, Inc., as nominee for E-Loan, Inc. MERS was the mortgagee, holding the legal interest in the property for the benefit of E-Loan, the lender. Consequently, MERS was the indispensable party to adjudication of the matters involving the property encumbered by its mortgage.

The movant submits that were the Order to Release to stand, the movant would have been deprived property without the due process of law, in violation of the South Carolina and the United States Constitutions.

III. CONCLUSION

For the foregoing reasons, the movant requests the relief from the order releasing its mortgage in order for the mortgage to remain a valid, first priority lien on the subject real property.


Dean A. Hayes, SC Bar No: 66066
Chris S. Truluck, SC Bar No: 77829
Korn Law Firm, P.A.
Post Office Box 12369
Columbia, South Carolina 29211-2369
(803) 252-5817
Dean.Hayes@kornlawfirm.com
Chris.Truluck@kornlawfirm.com
ATTORNEYS FOR PLAINTIFF

June 12, 2012
Columbia, South Carolina

Recording Requested By:
Bank of America
Prepared By: Barbara Nord
888-603-9011

When recorded mail to:
CoreLogic
450 E. Boundary St.
Attn: Release Dept.
Chapin, SC 29036



DocID# 21815381313675254
Tax ID: 0546.07-01-053.00
Property Address:
104 NOBSKA LIGHT COURT
Simpsonville, SC 29681
SC-AM 13141604 6/1/2011

2011039996 ASMT
Book: MO 5121 1 PG
Jun 15, 2011 10:19:47 AM Page: 3778
Rec: 6.00 Cnty Tax: 0.00 Cons: 0.00
State Tax: 0.00
ELECTRONICALLY FILED IN GREENVILLE COUNTY, SC

MIN #: 100039610011005039 MERS Phone #: 888-679-6377

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 3300 S.W. 34TH AVENUE, SUITE 101 OCALA, FL 34474 does hereby grant, sell, assign, transfer and convey unto BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP whose address is 8609 WESTWOOD CENTER, VIENNA, VA 22183 all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender: E-LOAN, INC.
Original Borrower(s): CHARLES M THOMPSON
Date of Mortgage: 10/12/2006
Original Loan Amount: \$113,520.00

Recorded in Greenville County, SC on: 10/12/2006, book MO 4658, page 623 and instrument number 2006100496

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on

Dated: 6/1/11

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC.

By:
Christopher Herrera, Assistant Secretary

Witness: Dominique Johnson

Witness: Luis Roldan
State of California
County of Ventura

On 6-10-2011 before me, Norma Rojas, Notary Public, personally appeared Christopher Herrera, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public - Norma Rojas
My Commission Expires: 2/14/2015

(Seal)

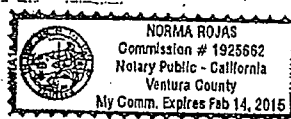


EXHIBIT A PAGE 1 OF 1

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2011039996 Book: MO 5121 Page: 3778
Jun 15, 2011 10:19:47 AM
Tilly Johnson

ROA_0191

Affidavit of Service



DOCKET NUMBER: 11-CP-23-3668
COURT OF COMMON PLEAS FOR GREENVILLE COUNTY, SC

FILE NUMBER: F37001

CASE STYLE:

PLAINTIFF

U.S. BANK, NATIONAL ASSOCIATION; et seq.

vs.

DEFENDANT

CHARLES M. THOMPSON; et al.

SERVICE OF PROCESS ON:

E-LOAN, INC.

2011 JUN 16 A 10:47

METHOD OF SERVICE:

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

(x) (CORPORATION/PARTNERSHIP) By leaving a copy with an officer, a managing or general agent, for a limited or other agent authorized by appointment or by law to receive service of process.

FILED-CLERK OF COURT
GREENVILLE CO., S.C.
R. WICKENSIMER

PLACE OF SERVICE:

C/O PARENT COMPANY BANCO POPULAR ATTN: LOAN SERVICING DEPT
5600 W BRYNMAWR AVE 3RD FLOOR
ROSEMONT, IL 60018

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

DATE OF SERVICE:

06/08/2011 TIME OF SERVICE: 2:38 PM

TYPE OF DOCUMENTS:

() SUMMONS & COMPLAINT () LIS PENDENS
(x) OTHER: LIS PENDENS, SUMMONS, COMPLAINT & NOTICE OF FORECLOSURE INTERVENTION

DESCRIPTION OF PARTY
RECEIVING DOCUMENTS:

The person receiving the documents is described as follows:

Name VICKI CARPENTER; Relationship/Title SUPERVISOR LEGAL PROCESSING
Sex FEMALE; Race WHITE; Facial Hair None;
Age(prox.) 31-35; Height(prox.) 5' 8"; Weight(prox.) 130

COMMENTS:

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

NAME: ROGER HORNBACK

Signature of Process Server

Date

STATE OF

Illinois

COUNTY OF

DuPage

Sworn and subscribed before me this 14 day of June, in the year of 2011

Personally known to me or identified by the following document:

Type:

Number/Reference:

Notary Public (Legal Signature)

Notary Public for South Carolina

Commission Expiration

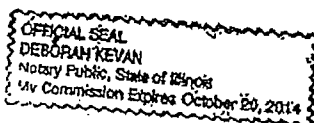
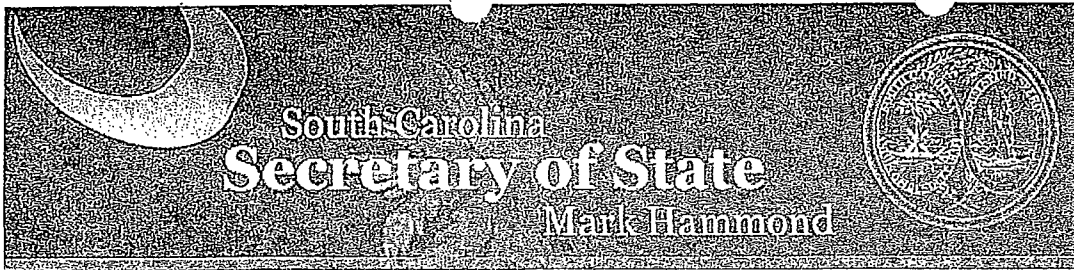


EXHIBIT B PAGE 1 OF 1

**E-LOAN, INC.**

Note: This online database was last updated on 6/10/2012 6:01:28 PM.
See our Disclaimer.

DOMESTIC / FOREIGN:	Foreign
STATUS:	Dissolved
STATE OF INCORPORATION	DELAWARE
/ ORGANIZATION:	Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	ADDRESS FOR SERVICE
ADDRESS:	120 BROADWAY
CITY:	NEW YORK, NY
STATE:	SC
ZIP:	10271
SECOND ADDRESS:	16TH
FILE DATE:	11/06/1997
EFFECTIVE DATE:	11/06/1997
DISSOLVED DATE:	11/18/2009

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Withdrawal	11/18/2009	WITHDREW AUTHORITY	
Agent	09/02/2003	CH AGT/ADD FR-NATIONAL REGISTERED AGENTS INC	Image
Reinstatement	12/10/1999	REINSTATEMENT	Image
Foreign Amendment	12/10/1999	AMD-CH STATE OF INC FR/CALIFORNIA TO DELAWARE	Image
Forfeiture	06/21/1999	AUTH REVOKED #2	Image
Authority	11/06/1997	AUTHORITY	Image

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

EXHIBIT C PAGE 1 OF 1



Secretary of State

Administration

Elections

Business Programs

Political Reform

Archives

Registries

Business Entities (BE)

Online Services

- Business Search
- Disclosure Search
- E-File Statements
- Processing Times

Main Page

Service Options

Name Availability

Forms, Samples & Fees

Annual/Biennial Statements

Filing Tips

Information Requests
(certificates, copies &
status reports)

Service of Process

FAQs

Contact Information

Resources

- Business Resources
- Tax Information
- Starting A Business
- International Business
Relations Program

Customer Alerts

- Business Identity Theft
- Misleading Business
Solicitations

Business Entity Detail

Data is updated weekly and is current as of Friday, June 08, 2012. It is not a complete or certified record of the entity.

Entity Name:	E-LOAN, INC.
Entity Number:	C2159327
Date Filed:	03/31/1999
Status:	ACTIVE
Jurisdiction:	DELAWARE
Entity Address:	120 BROADWAY 16TH FLOOR
Entity City, State, Zip:	NEW YORK NY 10271
Agent for Service of Process:	CT CORPORATION SYSTEM
Agent Address:	818 W SEVENTH ST
Agent City, State, Zip:	LOS ANGELES CA 90017

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code section 2114 for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to Name Availability.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to Information Requests.
- For help with searching an entity name, refer to Search Tips.
- For descriptions of the various fields and status types, refer to Field Descriptions and Status Definitions.

[Modify Search](#) [New Search](#) [Printer Friendly](#) [Back to Search Results](#)

[Privacy Statement](#) | [Free Document Readers](#)

Copyright © 2012 California Secretary of State

EXHIBIT D PAGE 1 OF 1

WWW.CYBERDRIVEILLINOIS.COMJESSE WHITE
SECRETARY OF STATE

CORPORATION FILE DETAIL REPORT

Entity Name	E-LOAN, INC.	File Number	60881359
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	01/19/2000	State	DELAWARE
Agent Name	CT CORPORATION SYSTEM	Agent Change Date	08/28/2003
Agent Street Address	208 SO LASALLE ST, SUITE 814	President Name & Address	BRIAN DORAN 120 BROADWAY NEW YORK NY 10271
Agent City	CHICAGO	Secretary Name & Address	IGNACIO ALVAREZ 209 MUNOZ RIVIERA AVE HATO REY PR 00915
Agent Zip	60604	Duration Date	PERPETUAL
Annual Report Filing Date	01/04/2012	For Year	2012

[Return to the Search Screen](#)[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)EXHIBIT E PAGE 1 OF 1

B6A (Official Form 6A) (12/07)

In re Charles Michaelleslie Thompson,
Melissa Nations Thompson

Case No. _____

Debtors

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
FORMER RESIDENCE: 2 Country Mist Drive, Greer, SC 29651 (Greenville County). TMS#: 0633140100100. 1.5-stories. 3 BR. 2.5 Baths. 2,600 sq. ft. Brick & Stone Home. Purchased in 9/2008 for \$267,000.00. 1st Mortgage - US Bank. 2nd Mortgage - SC Telco FCU. County Tax Appraisal Value: \$314,230.00. Estimated Fair Market Value: \$314,230.00		J	314,230.00	292,328.00
RENTAL PROPERTY: 104 Nobska Light Court, Simpsonville, SC 29681 (Greenville County). TMS#: 0546070105300. 3 BR. 2.5 Baths. 1,449 sq. ft. Home. Purchased on 10/12/2006 for \$141,900.00. 1st Mortgage - Bank of America. 2nd Mortgage - Greentree. County Tax Appraisal Value: \$144,628.00. Estimated Fair Market Value: \$151,380.00		J	151,380.00	141,078.00
RENTAL PROPERTY: 815 North Polk Street, Little Rock, AR 72205 (Pulaski County). TMS#: 33L0450001400. 1-story Ranch-style Home. Purchased in 2005 for \$115,000.00. Financed by GMAC (Home Comings). County Tax Appraisal Value: \$28,310.00. Estimated Fair Market Value: \$100,000.00		H	100,000.00	148,534.00

EXHIBIT F PAGE 1 OF 2

Sub-Total > 565,610.00 (Total of this page)

Total > 565,610.00

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

B6D (Official Form 6D) (12/07)

In re Charles Michaelleslie Thompson,
Melissa Nations Thompson

Case No. _____

Debtors

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H U S B A N D W I F E J O I N T O R	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No. 153813136			Opened 10/01/06 Last Active 9/21/10 First Mortgage RENTAL PROPERTY: 104 Nobska Light Court, Simpsonville, SC 29681 (Greenville County). TMS#: 0546070105300. Surrendering Property.					
BAC HOME LOANS SERVICING 450 AMERICAN ST SIMI VALLEY, CA 93065		H	Value \$ 151,380.00				113,504.00	0.00
Account No. 1000833816			Opened 4/01/09 Last Active 10/12/10 Auto loan 2009 MINI COOPER HT. VIN#: WMWMF33539TW75388. Surrendering Property.					
BMW FINANCIAL SERVICES 5550 BRITTON PARKWAY HILLIARD, OH 43026		J	Value \$ 14,140.00				22,250.00	8,110.00
Account No. 1000829292			Opened 4/01/09 Last Active 1/04/11 Auto loan 2009 MINI COOPER HT. VIN#: WMWMF33539TW75600. Retaining Property.					
BMW FINANCIAL SERVICES 5550 BRITTON PARKWAY HILLIARD, OH 43026		H	Value \$ 14,590.00				19,361.00	4,771.00
Account No. 89108685			Opened 10/01/06 Last Active 10/01/10 Second Mortgage RENTAL PROPERTY: 104 Nobska Light Court, Simpsonville, SC 29681 (Greenville County). TMS#: 0546070105300. Surrendering Property.					
GREEN TREE SERVICING 332 MINNESOTA ST STE 610 SAINT PAUL, MN 55101		H	Value \$ 151,380.00				27,574.00	0.00
Subtotal (Total of this page)							182,689.00	12,881.00

1 continuation sheets attached

EXHIBIT F PAGE 2 OF 2

J0710.F37001

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

U.S. Bank, National Association,

PLAINTIFF,

vs.

Charles M. Thompson; E-Loan, Inc.; and SC
Telco Federal Credit Union,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO: 2011-CP-23-3668

PLAINTIFF'S RETURN TO
BANK OF AMERICA, N.A.'S MOTION
FOR RELIEF FROM JUDGMENT

COMES NOW the attorneys for the Plaintiff and submits this return to the Rule 60 motion filed by Bank of America, N.A. as successor in interest to E-Loan, Inc. for relief from that portion of the judgment in this case entered March 27, 2012 releasing the mortgage encumbering 104 Nobska Light Ct. originally given to E-Loan, Inc. (MERS) recorded in book 4658 at page 623.

On May 5, 2011 Counsel for the Plaintiff received a referral from the Plaintiff to initiate foreclosure of a mortgage encumbering two parcels of property owned by defendant Charles M. Thompson. These parcels were located at 2 Country Mist Dr., Greer, SC and 104 Nobska Light Ct., Simpsonville, SC. In its referral, Plaintiff advised counsel, in writing, that its mortgage was the first mortgage lien. Counsel further reviewed separate documents provided with the referral for the subject mortgage which supported the lien priority as well as the title report from its abstractor. Based upon the above documents, an allegation was included in the complaint filed on May 31, 2011 stating that the mortgage recorded in book 4658 at page 623 no longer constituted a lien on the subject property. In this regard, because of the independent substantiation of Plaintiff's claimed lien position, Counsel for Plaintiff vehemently denies Bank of America, N.A.'s claim that Plaintiff's complaint contained a misrepresentation or misconduct or that Counsel for Plaintiff did not comply with Rule 11(a).

Service of the pleadings on E-Loan, Inc. was attempted at the address listed on the face of its mortgage, 6230 Stoneridge Mall Drive, Pleasanton, CA. 94588. However, this address was no longer occupied by E-Loan, Inc. Moreover, according to the South Carolina Secretary of State's office, E-Loan, Inc., a foreign corporation, was dissolved. Consequently, the process server was asked to further research and based on that research, service of the pleadings was effected on June 8, 2011 on E-Loan, Inc. c/o Banco Popular, parent company of E-Loan, Inc. See Rollins v. Proctor & Schwartz, 478 F. Supp. 1137 (D.S.C. 1979) (reversed on other grounds) where subsidiary did not have a functioning board of directors. As mentioned above, in this case E-Loan, Inc. was foreign and dissolved. No answer or other responsive

pleading was received from E-Loan, Inc. and the case was referred. On March 9, 2012, a notice of hearing was mailed to E-Loan, Inc. c/o Banco Popular at the address where service was effected. The hearing was held on March 26, 2012 and Judgment entered March 27, 2012 which included an order releasing the mortgage recorded in book 4658 at page 623 now held by Bank of America, N.A. The property was purchased at auction by Oriole Properties, LLC on May 16, 2012.

In connection with the complaint filed by the Plaintiff on May 31, 2011, Plaintiff also filed a *Lis Pendens* on the same date, i.e. May 31, 2011, noticing the pendency of the action, containing the names of the parties, the object of the action and the description of the property which clearly showed one of the parcels involved as the 104 Nobska Light Ct. property.

Subsequently, on September 2, 2011, Bank of America, N.A., as successor in interest to E-Loan, Inc. filed a complaint requesting the foreclosure of the mortgage recorded at book 4658 at page 623 which was assigned civil action number 2011-CP-23-5912. An amended complaint was filed on September 27, 2012. The complaint in 2011-CP-23-5912 was filed after the *Lis Pendens* was filed by the Plaintiff in its foreclosure action. Yet Bank of America, N.A. sat on its rights to raise an issue regarding its mortgage recorded at book 4658 at page 623. In this regard, Bank of America, N.A. did not name U.S. Bank, National Association as a defendant based upon U.S. Bank, National Association being the named Plaintiff on the *Lis Pendens*, nor did it name U.S. Bank, National Association in its amended complaint filed after the assignment of Plaintiff's mortgage into the Plaintiff was recorded. Furthermore, Bank of America, N.A. never intervened in the present foreclosure nor took any other action whatsoever until it filed the instant motion approximately 10 months after it filed its complaint. In essence, Bank of America, N.A. changed its position when it filed the instant motion. Pursuant to S.C. Code § 15-11-20, Bank of America, N.A. is bound by all proceedings taken after the filing of Plaintiff's *Lis Pendens* including the order it seeks to avoid in the pending motion.

WHEREFORE, based on the above, Plaintiff submits that Bank of America, N.A.'s motion should be denied. Plaintiff reserves the right to present additional grounds, briefs and/or memoranda in support of this return.

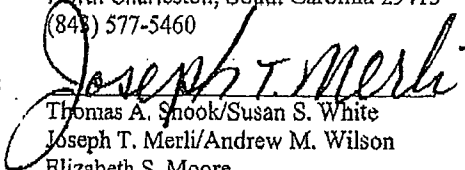
FINKEL LAW FIRM LLC

Post Office Box 71727

North Charleston, South Carolina 29415

(843) 577-5460

By:


Thomas A. Snook/Susan S. White
Joseph T. Merli/Andrew M. Wilson
Elizabeth S. Moore
Attorneys for Plaintiff

June 22, 2012

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

U.S. Bank, National Association,

PLAINTIFF,

vs.

Charles M. Thompson; E-Loan, Inc.; and
SC Telco Federal Credit Union,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO: 2011-CP-23-3668

PLAINTIFF'S MEMORANDUM IN
OPPOSITION TO DEFENDANT'S
MOTION FOR RELIEF FROM JUDGMENT

I. INTRODUCTION AND FACTS

On May 31, 2011, U.S. Bank, National Association, filed a *Lis Pendens* and a Summons and Complaint in an action to foreclose a mortgage upon real property located at 2 Country Mist Drive, Greer, South Carolina and 104 Nobska Light Court, Simpsonville, South Carolina under Case Number 2011-CP-23-3668. An Order and Judgment of Foreclosure and Sale was entered in the action on March 27, 2012. Pursuant to that Order, two prior mortgages, given to E-Loan, Inc. ("E-Loan") and recorded in Book 4658 at Page 623 and Book 4658 at Page 638 respectively, were determined to "no longer constitute a lien against the subject property." Additionally, a separate Order to Release Mortgage Recorded in Book 4658 at Page 623 was simultaneously entered directing the Register of Deeds to release that mortgage. It is this release that movant now wishes to set aside.

A foreclosure sale was held on May 7, 2012 at which the above referenced properties were sold for \$200,000.00 to Robert Hill who provided the requisite deposit. Immediately following, Clay Custer, a member of Oriole Properties, LLC ("Oriole Properties"), went to the Clerk of Court's office and reviewed the case file, including the Order and Judgment of Foreclosure and Sale. He specifically noted the language which indicated that the E-Loan mortgages no longer constituted a lien on the property at Nobska Light Court. Oriole Properties then agreed to purchase Mr. Hill's bid contingent upon a clear title search by a real estate attorney. Oriole Properties hired an attorney to perform a title search who returned a clear title opinion. After its due diligence, Oriole Properties purchased the bid from Mr. Hill in exchange

for good and valuable consideration and reimbursement of the 5% deposit to the Court. On May 22, 2012 the Court delivered the Master's Deed for the subject properties to Oriole Properties, LLC.¹

On September 2, 2011 Bank of America, N.A., ("Bank of America") successor in interest to E-Loan, filed a *Lis Pendens* and a Summons and Complaint in a separate action to foreclose the E-Loan mortgage upon 104 Nobska Light Court recorded in Book 4658 at Page 623 under Case Number 2011-CP-23-5912. Amended pleadings were also subsequently filed. An Order of Judgment and Foreclosure and Sale was entered in that action on April 20, 2012. Pursuant to that Order and Judgment, the property at 104 Nobska Light Court was scheduled for auction at the June 4, 2012 foreclosure sale in Greenville County. Oriole Properties became aware of the pending sale, and contacted the court. The court postponed the sale and Oriole Properties eventually filed pleadings in that case.

Bank of America now comes forward in this action and requests to have that portion of the Order of March 27, 2012 in Case Number 2011-CP-23-3668 releasing the E-Loan mortgage recorded in book 4658 at page 623 to be vacated.² A hearing was held on this motion on June 27, 2012 and was attended by counsel. It is in opposition to that motion that Plaintiff, U.S. Bank, National Association, presents this post hearing memorandum of authority to the court.

II. DISCUSSION

The motion should be denied because Bank of America is barred from relief by the doctrine of laches. Additionally, the motion should also fail because service on E-Loan was sufficient and there was personal jurisdiction over this defendant.

A. The Defendant's Motion is Barred by the Equitable Defense of Laches.

Laches follows the equitable maxim, "[e]quity aids the vigilant, not those who slumber on their rights." S.C. Jur. Equity ¶ 25 (West 2012). "Under the doctrine of laches, if a party, knowing his rights, does not seasonably assert them, but by unreasonable delay causes his

¹ See affidavit of Clay Custer submitted by Oriole Properties in 2011-CP-23-5912 attached as Exhibit 1.

² Bank of America does not seek to vacate the order releasing the mortgage recorded in book 4658 at page 638.

adversary to incur expenses or enter into obligations or otherwise detrimentally change his position, then equity will ordinarily refuse to enforce those rights.” Robinson v. Estate of Harris, 698 S.E.2d 214 (S.C. 2010)(laches barred action brought to set aside foreclosure based on lack of service of process where action was filed five years after foreclosure and property had been transferred several times since foreclosure); Chambers of S. Carolina, Inc. v. County Council for Lee County, 315 S.C. 418, 421, 434 S.E.2d 279, 280 (1993) (citing Rabon v. Mali, 289 S.C. 37, 344 S.E.2d 608 (1986); Mack v. Edens, 306 S.C. 433, 412 S.E.2d 431 (S.C.App.1991)) (claim barred for laches because plaintiff knew third party would be expending money and bringing its site approval with DHEC and knew time was of the essence in opening new landfill as existing one was nearing capacity and it typically takes two years to obtain approval from DHEC).

The party seeking to establish laches must show: (1) a delay (2) that was unreasonable under the circumstances, and (3) prejudice. Id. Laches connotes not only an undue lapse of time, but also negligence and opportunity to have acted sooner. RWE NUKEM Corp. v. ENSR Corp., 373 S.C. 190, S.E.2d 730 (2007). “Under South Carolina Law, to establish laches, the circumstances must be such as to import that the complainant had abandoned or surrendered the claim or right which he now asserts. Willcox v. Stroup, 358 B.R. 824 (D.S.C. 2006), *aff’d*, 467 F.3d 409 (4th Cir. 2006), *cert. denied*, 2007 WL 579351 (U.S. 2007). “Relief for judgment under Rule 60 should not be considered a substitute for appeal from a final judgment, particularly when it is clear the party seeking relief could have litigated at trial and on appeal the claims he now makes by motion. The Smith Cos. of Greenville, Inc. v. Hayes, 311 S.C. 358, 359 (Ct. App. 1993).

It is undisputed that U.S. Bank filed a *Lis Pendens* on May 31, 2011. “The purpose of a notice of pendency of an action is to inform a purchaser or encumbrancer that a particular piece of real property is subject to litigation.” Pond Place Partners, Inc. v. Poole, 351 S.C. 1, 16, 567 S.E.2d 881, 889 (Ct. App. 2002)(citing Shelley Constr. Co. v. Sea Garden Homes, Inc., 287 S.C. 24, 336 S.E.2d 488 (Ct.App.1985). Filing of the *Lis Pendens* was sufficient to put Bank of America on notice of the instant action. See MI Co., Ltd. v. McLean, 325 S.C. 616, 482 S.E.2d 597 (Ct. App. 1997)(purchaser acquired property after mortgagee filed notice of *Lis Pendens* in foreclosure action, and thus had at least constructive notice of litigation involving property).

In the instant case, in connection with the complaint filed by the Plaintiff on May 31, 2011, Plaintiff also filed a *Lis Pendens* on the same date, i.e. May 31, 2011, noticing the

pendency of the action, containing the names of the parties, the object of the action and, most importantly, the description of the property which showed one of the parcels involved as the 104 Nobska Light Ct. property. In other words, the *Lis Pendens*' specific purpose was to announce to the world that an action was pending concerning certain real property so as to trigger appropriate action. Accordingly, the *Lis Pendens* was notification to Bank of America as successor in interest to E-Loan, that the property was subject to litigation. Plaintiff submits that it was negligent of Bank of America to ignore the notice given by the *Lis Pendens*, which was specifically filed for the purpose of notice. And Bank of America was further remiss to either fail to name U.S. Bank in its foreclosure action or move to intervene in Plaintiff's action. Bank of America should not be permitted to assert rights in its instant motion when Bank of America "sat" on those rights for almost a year.

Applying the elements of laches to the present case, it is established that (1) there has been a delay from the time Bank of America filed its complaint in 2011-CP-23-5912 on September 2, 2011 and had notice, either actual or constructive, through the Plaintiff's filed *Lis Pendens*, and the filing of the instant motion on June 12, 2012; (2) it is an unreasonable delay because the *Lis Pendens* was ignored for no good reason; and (3) there is clear prejudice in that the release of the mortgage resulted in a sale of the property to a third party who now holds a property which was thought to be free and clear of all encumbrances. Had Bank of America not ignored the *Lis Pendens* and either named U.S. Bank in its action 2011-CP-23-5912 or intervened in the instant action, this scenario could have been avoided. Plaintiff would argue that the Bank of America has essentially surrendered its claim for relief under laches. A motion for relief from judgment should not be a substitute for failing to act in response to the notice provided by the *Lis Pendens*. The Smith Cos. of Greenville, Inc. v. Hayes *supra*. Plaintiff submits that Bank of America abandoned its claim and is barred from bringing it now.

B. Service of Process was Sufficient, and the Court did not Lack Personal Jurisdiction over E-Loan, Inc.

"Each foreign corporation authorized to transact business in this State must maintain continuously in this State a registered agent" S.C. Code Ann. § 33-15-107. E-Loan was dissolved in South Carolina in 2009. See certified copy of South Carolina Secretary of States' report

attached as Exhibit 2. At the time of service, E-Loan was dissolved and no longer had a registered agent available for service in the state of South Carolina. The Plaintiff did not serve the South Carolina Secretary of State, but that was unnecessary because the cause of action accrued after the corporation was dissolved. The mortgage did not default until 2010, and E-Loan's certificate of authority was revoked in 2009. Therefore, the cause of action did not arise during the time E-Loan was authorized to transact business in South Carolina, and therefore service on the Secretary of State was unnecessary.

Initially, the Plaintiff attempted to serve E-Loan at its address in California listed on the face of the mortgage, but this address was no longer occupied by E-Loan. An affidavit of non-service at this California address was filed with the court and is in the record. After service could not be effected at the California address, Plaintiff learned that E-Loan had been dissolved in South Carolina in 2009. The process server was asked to research the issue further and it was discovered that Banco Popular was the parent company of E-Loan, Inc. Service of the pleadings was then made on E-Loan, Inc. c/o Banco Popular, parent company of E-Loan, Inc.

The 4th circuit has accepted service on a parent corporation as good service on the subsidiary where subsidiary did not have a functioning board of directors. See Rollins v. Proctor & Schwartz, 478 F.Supp. 1137 (D.S.C. 1979) *rev'd* sub nom. Proctor & Schwartz, Inc. v. Rollins, 634 F.2d 738 (4th Cir. 1980)(reversed on other grounds). In this case E-Loan was listed on the South Carolina Secretary of States' web page to be foreign and *dissolved*.

Service on a subsidiary corporation was also found as sufficient service on a parent corporation in the District of South Carolina. Duplan Corp. v. Deering Milliken, Inc., 334 F.Supp. 703 (D.S.C. 1971). The purpose of the service statute is to make the parties aware of the pending action. Burris Chemical, Inc. v. Daniel Const. Co., 251 S.C. 483, 487 (1968). Moreover, "Exacting compliance with the rules is not required to effect service of process." Roche v. Young Bros., Inc. of Florence, 318 S.C. 207, 209 (1995). Rather, [the court must] inquire whether the plaintiff has sufficiently complied with the rules such that the court has personal jurisdiction of the defendant and the defendant has notice of the proceedings." Mull v. Ridgeland Realty, LLC, 387 S.C. 479, 485 (2010) (quoting Roche, 318 S.C.207 at 209).

Every effort was made by the Plaintiff to serve E-Loan and give it notice of the pending action in combination with the Plaintiff's *Lis Pendens*. Nonetheless, the *Lis Pendens* in the instant foreclosure served as proper notice, either actual or constructive, to Bank of America.

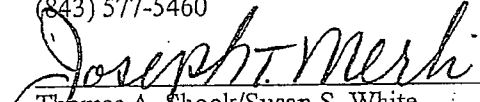
Moreover, no reason or explanation has been articulated by the Bank of America for missing or ignoring the *Lis Pendens* which would have been included in the title search performed by Bank of America in its foreclosure action Case Number 2011-CP-23-5912. In sum, service was sufficient, and therefore E-Loan had proper notice via a combination of the *Lis Pendens* and service and the court had personal jurisdiction over E-Loan.

III. CONCLUSION

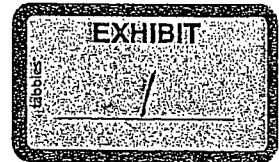
Plaintiff submits that the Defendant's motion for relief from judgment be denied because Bank of America had notice of the Plaintiff's action to release the mortgage recorded in Book 4658 at Page 623 through the *Lis Pendens* filed in this action, took no action whatsoever until it filed the instant motion and therefore abandoned or surrendered the claim or right it now asserts. Additionally, the motion should be denied because the Court had jurisdiction over Bank of America through service of the pleadings on Banco Popular, parent company of the dissolved E-Loan and the notice provided by service and the *Lis Pendens*.

FINKEL LAW FIRM LLC
Post Office Box 71727
North Charleston, South Carolina 29415
(843) 577-5460

By:


Thomas A. Shook/Susan S. White
Joseph T. Merli/Andrew M. Wilson
Elizabeth S. Moore
Attorneys for Plaintiff

July 2, 2012



STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

2012 JUN 19 AM 11:01

Bank of America, N.A. successor by
merger to BAC Home Loans Servicing, LP
FKA Countrywide Home Loans Servicing, LP,

Plaintiff,

v.

Charles M. Thompson, Mortgage Electronic
Registration Systems, Inc., as nominee for E-Loan,
Inc., its successors and assigns, and Bridges
Crossing Property Owners' Association, Inc.,

Defendant(s).

FILED-CLERK OF COURT

GREENVILLE CO. S.C.

PAUL S. WICKHAM, JR.
C.A. No. 2011-CP-23-5912

AFFIDAVIT OF CLAYTON M.
CUSTER IN SUPPORT OF
ORIOLE PROPERTIES' MOTION
TO INTERVENE AND MOTION TO
DISMISS/SET ASIDE ORDER
AND JUDGEMENT

Clayton M. Custer, after being duly sworn, deposes and says as follows:

1. I am over 18 years of age and give this Affidavit of my own personal knowledge for use in the above-captioned matter and for any other lawful purpose.
2. I am a resident of Greenville County, South Carolina.
3. Through several different real estate companies, I have been investing in real estate for approximately 10 years. One of these companies is named Oriole Properties, LLC, in which I am a member. My brother, Jonathan D. Custer, is the President of Oriole Properties.
4. To the extent my schedule permits, I typically attend the judicial sale of foreclosure properties in Greenville County, which is held the first Monday of each month. The sale is typically conducted by Judge Simmons in courtroom 5 at the courthouse.

5. On Monday, May 7, 2012, I attended the foreclosure auction at the Greenville County Courthouse. On the sale list, sale number 41, U.S. Bank, National Association v. Thompson, 2011-CP-23-3668 advertised one sale with two property addresses: 2 Country Mist, Greer, SC and 104 Nobska Light Court, Simpsonville, SC. (See attached Exhibit "A.")

6. At the auction, the attorney for U.S. Bank (Charles Legrand) announced a high bid of \$196,000, according to my notes. I then bid approximately \$100.00 higher than the bank's bid. Another investor or two then bid higher numbers. At this point, I recall Tom Carswell, another investor who was present, asking Judge Simmons whether the Bank price included both houses (Country Mist and Nobska Light). Judge Simmons asked Mr. Legrand and he said he believed two houses were included. Judge Simmons then told Mr. Carswell that the Order controlled and that he could offer no advice other than to consult the Order and Judgment of Foreclosure. At that point, Robert Hill bid \$200,000. No one else bid further, and Mr. Hill won the bid at that price and paid a 5% deposit, or \$10,000.

7. Immediately after the sale, I went to the Clerk's office and reviewed the court file in the matter of U.S. Bank N.A. v. Thompson, 2011-CP-23-3668. Specifically, I reviewed the "Order and Judgment of Foreclosure of Sale (Deficiency Waived)," which had been filed on March 27, 2012. The Order provided that two separate properties were included with the sale (in fact, someone had circled each property address above Judge Simmons' signature on the Order), and the Order further provided that the other liens of E-Loan and SC Telco were subordinate to U.S. Bank's mortgage. The Order also explicitly provided that the mortgage recorded in Book 4658 and Page 623, and the mortgage recorded in Book 4658 at Page 638 no longer constituted liens against the subject property. There was also a separate and distinct Order to Release

Mortgage Recorded in Book 4658 at page 623, which was signed by Judge Simmons, and filed on March 27, 2012.

8. After reviewing those Orders, I was very interested in buying both of these properties, even at a price greater than \$200,000.00. Later in the day, on May 7, 2012, I talked to Robert Hill about the possibility of purchasing both of these properties from his company and obtaining an assignment of bid. We reached an agreement in principle, but I advised him that I would first like to obtain a clear title search by a real estate attorney.

9. Thereafter, Oriole Properties engaged the firm of Gainey & Gainey to perform a title search on the property. On May 10, 2012, we received a clear title opinion from Gainey & Gainey. (See attached Exhibit "B.") Based on this report, I thereafter called Mr. Hill and informed him that Oriole Properties could proceed with the transaction.

10. On or about May 11, 2012, Oriole Properties received an Assignment of Bid from Mr. Hill, in exchange for payment of good and valuable consideration, as well as reimbursement of the \$10,000 deposit he had made with the court.

11. Oriole Properties thereafter complied with the Assignment of Bid and delivered a certified check for the balance due to the Master-In-Equity's office on May 16, 2012. The balance was \$190,323.62. We received a deed several days later.

12. Thereafter, I was reviewing the online list of sale properties for the June 2012 auction and noticed that 104 Nobska Light Court, Simpsonville, was on the sale list for June. At first, I thought this must simply be a clerical error, because Oriole Properties had already purchased this property at the May sale. However, when I looked at the list again a day or two

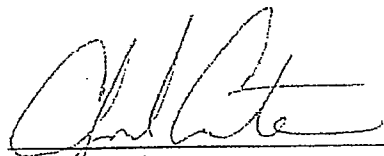
later, it appeared that the civil action number was different from the civil action number posted for the May sale. Through further research, I then learned this was an entirely separate foreclosure proceeding. I then contacted Attorney Meredith Prickett on May 29, 2012 to discuss the matter. I told her Oriole Properties had already purchased the property and asked her to remove the property from the sale list. She said she was unaware Bank of America's mortgages had been extinguished and asked me to e-mail her the Orders, and I did so. On May 31, 2012, she called me and advised that she planned to try to go forward with the sale anyhow on June 4, 2012. At that point, we retained counsel to represent our interests.

13. At no time prior to the sale on May 7, 2012, or complying with the bid, did I or any other representative of Oriole Properties have any prior notice that Bank of America had filed a subsequent foreclosure action (2011-CP-23-5912), that it had obtained a subsequent Order purporting to recognize its already extinguished mortgages, or that it would be attempting to sell the property which Oriole Properties already purchased, at a later foreclosure auction. Had I known this, we certainly would not have proceeded to obtain the assignment from Mr. Hill or purchase the property.

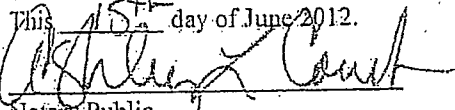
14. In addition to the funds paid for the Assignment of Bid, Oriole Properties has also spent to date at least \$6,000 in repairs, renovation expenses, title work and property insurance on these properties. These expenses were incurred prior to May 24, 2012. Additionally, the property at 104 Nobska Light Court is currently listed for sale with a licensed real estate broker (Assist2Sell), and is being advertised in the Greenville County MLS.

Further this Affiant sayeth not.

This the 15th day of June, 2012.


Clayton M. Custer

Sworn to and subscribed before,
This 15th day of June 2012.


Notary Public
My Commission Expires:

2/23/13

[NEWS](#) [SPORTS](#) [BUSINESS](#) [LIFE](#) [JOBS](#) [CARS](#) [HOUSES](#) [APARTMENTS](#) [DATING](#) [BUY & SELL](#) [HELP](#)

Friday, 15 June 2012 | Upstate South Carolina News, Sports and Information

[Return to search list | New Search](#)

2011-CP-23-3668
EQUITY COURT SALE
STATE OF SC
GREENVILLE COUNTY
COURT OF COMMON PLEAS

Pursuant to Court Decree in U.S. Bank, National Association, Plaintiff(s) vs. Charles M. Thompson, et al., Defendant(s) I will sell at public auction to highest bidder at County Court House on 06/07/2012 at 11:30 a.m. the following property: All that certain piece, parcel, or tract of land, situate, lying and being in the State of South Carolina, County of Greenville, designated as Lot 1A on a plat entitled "Pennington Park", prepared by Fant Ralchert and Fogleman, Inc. dated May 15, 2006, and recorded on September 5, 2006, in Book 1018 at Page 56. Reference is being made to said plat for a more complete metes and bounds description thereof. TMS# 0633.14-01-001.00 AND: All that certain piece, parcel or lot of land together with all improvements located thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 156 on a plat of Enclave at Bridges Crossing prepared by Woolen Surveying Co., dated January 30, 2002, and recorded in the Register of Deeds Office for Greenville County, in Plat Book 49-W at Page 82 and also being shown on a more recent plat entitled "Closing Survey for Janath H. King", prepared by Woolen Surveying Co. dated April 28, 2003, and recorded in the Register of Deeds Office for Greenville County, in Plat Book 46-V at Page 79 and having such metes and bounds as shown on the more recent plat, reference to which is hereby made for a more complete description. Together with a perpetual non-exclusive right of ingress and egress over across such private roads and common areas as are shown or noted across such private roads and common areas as are shown or noted on the aforementioned plat and plat of Enclave at Bridges Crossing, Phase 6, recorded in Plat Book 44-W at Page 82 in order to provide the owner of said lot, their successors, assigns, families, guests, invitees, tenants or leasees with a means of ingress and egress from said lot to Lea Gall Circle and Holland Road. TMS# 0546.07-01-053.00 Property Address: 104 Nobiska Light Court, Simpsonville, SC

THE STREET ADDRESS IS: 2 Country Mist Dr, Greer, SC 29615.

The total judgment debt set forth in the Order is \$300,835.71.
(THE ORIGINAL FILE CAN BE VIEWED IN THE CLERK OF COURT'S OFFICE)

The property will be sold subject to any past due or accruing property taxes, assessments, existing easements and restrictions of record and any other senior encumbrances.

This property will be sold subject to the following mortgage(s)/ senior encumbrances: None

The successful bidder must pay interim interest from the date of the Sale through date of compliance at the rate of 6.375%.

Each successful bidder other than plaintiff at time bid is accepted will be required to deposit with Master as evidence of good faith 5% of bid in cash or certified check at the time of bid. In event purchaser fails or refuses to comply with terms of sale within 20 days from close of bidding, deposit shall be forfeited and applied first to costs and then to Plaintiff's debt, and the Master shall forthwith re-advertise and resell said property upon the same terms on some subsequent sales day at the risk of former purchaser until obtaining full compliance with sale. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record. Plaintiff does not warrant its title search to purchasers at foreclosure sale or other third parties, who should have their own title search performed on the subject property.

Bidding will not remain open after the sale.

Terms of sale - cash; purchaser to pay for deed and stamps. Should Plaintiff, Plaintiff's attorney, or Plaintiff's agent fail to appear on the day of sale, the property shall not be sold, but shall be re-advertised and sold at some convenient sales day thereafter when Plaintiff, Plaintiff's attorney, or Plaintiff's agent, is present.

Attention is drawn to the Court Order on file with the Clerk of Court for Greenville County. The terms and conditions of the actual Court Order, to the extent of any inconsistencies, control over any terms or conditions contained in the Notice of Sale.

Charles B. Simmons, Jr.
Equity Court Judge

The Greenville News 04/20/2012, 04/27/2012, 05/04/2012

FINKEL LAW FIRM LLC Post Office Box 71727 North Charleston, South Carolina 29415 (843) 577-5460 Attorneys for Plaintiff, Atty. for Plaintiff

[Return to search list | New Search](#)
[News](#) | [Sports](#) | [Business](#) | [Life](#) | [Entertainment](#) | [Communities](#) | [Opinion](#) | [Obituaries](#) | [Help](#)

Copyright © 2011 www.GreenvilleOnline.com. All rights reserved. Users of this site agree to the Terms of Service, Privacy Notice, and Ad Choices

Exhibit A

GAINNEY & GAINNEY, LLP
ATTORNEYS AT LAW
408 EAST BUTLER ROAD
MAULDIN, SC 29662
(864) 288-8154
FAX: (864) 234-7958

ATTORNEY'S TITLE REPORT

Client: Oriole Properties, LLC Date of Report: May 8, 2012 at 8:30 AM

Property: 104 Nobska Light Court, Simpsonville, 29681 TMS# 0546.07-01-053.00

I hereby certify to Oriole Properties, LLC that I have examined the public records of Greenville County, South Carolina, pertaining to the above-referenced property. Based on my research, and in my opinion, Charles M. Thompson is the owner of record, subject to that certain Master's Order and Judgment of Foreclosure and Sale, signed by the Honorable Charles B. Simmons, Jr., Master-In-Equity and filed March 27, 2012. Upon payment of the amount due and the issuance and recording of the Master's Deed, Oriole Properties, LLC will be vested with a marketable, insurable title, in fee simple, to the subject property, subject only to the following exceptions:

(1) Covenants, Conditions and Restrictions filed for record in Deed Book 1974 at Page 194 in the Office of the Register of Deeds for Greenville County. This Opinion insures that said Covenants, Conditions and Restrictions are customary for similarly situated real property, do not contain a reversionary provision, and do not render the title to said property unmarketable.

- (2) Property taxes for the year 2012, and subsequent years, not yet due and payable.
- (2) Customary utility easements for local service.
- (3) Matters which an accurate and current survey would reveal.
- (4) Greenville County zoning ordinances.
- (5) Matters not reflected in the public records of Greenville County, South Carolina.

Yours truly,



Jason M. Gainey
Attorney at Law

Exhibit B

GAINEY & GAINEY, LLP
ATTORNEYS AT LAW
408 EAST BUTLER ROAD
MAULDIN, SC 29662
(864) 288-8154
FAX: (864) 234-7958

ATTORNEY'S TITLE REPORT

Client: Oriole Properties, LLC Date of Report: May 8, 2012 at 8:30 AM
Property: 2 Country Mist Drive, Greer, SC 29651 TMS# 0633.14-01-001.00

I hereby certify to Oriole Properties, LLC that I have examined the public records of Greenville County, South Carolina, pertaining to the above-referenced property. Based on my research, and in my opinion, Charles M. Thompson is the owner of record, subject to that certain Master's Order and Judgment of Foreclosure and Sale, signed by the Honorable Charles B. Simmons, Jr., Master-In-Equity and filed March 27, 2012. Upon payment of the amount due and the issuance and recording of the Master's Deed, Oriole Properties, LLC will be vested with a marketable, insurable title, in fee simple, to the subject property, subject only to the following exceptions:

(1) Covenants, Conditions and Restrictions filed for record in Deed Book 2281 at Page 80 in the Office of the Register of Deeds for Greenville County. This Opinion insures that said Covenants, Conditions and Restrictions are customary for similarly situated real property, do not contain a reversionary provision, and do not render the title to said property unmarketable.

(2) Property taxes for the year 2012, and subsequent years, not yet due and payable.

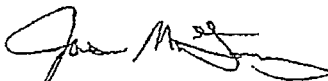
(2) Customary utility easements for local service.

(3) Matters which an accurate and current survey would reveal.

(4) Greenville County zoning ordinances.

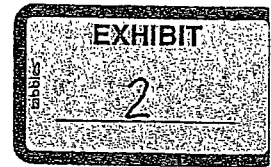
(5) Matters not reflected in the public records of Greenville County, South Carolina.

Yours truly,



Jason M. Gainey
Attorney at Law

JUN 19 2012



STATE OF SOUTH CAROLINA
SECRETARY OF STATE

APPLICATION FOR SURRENDER OF AUTHORITY TO DO BUSINESS IN
THE STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to S.C. Code § 33-15-200 the undersigned corporation hereby applies to the Secretary of State for surrender of authority to do business in the State of South Carolina, and for that purpose submits the following statement:

1. The name of the corporation is E-Loan, Inc.
2. The corporation is incorporated under the laws of the state of Delaware
3. The corporation received a certificate of authorization to transact business in South Carolina dated 11/6/1997
4. The corporation is no longer transacting business in South Carolina.
5. The corporation hereby surrenders its authority to transact business in the State of South Carolina.
6. The corporation revokes the authority of its registered agent in South Carolina to accept service of process, and consents that process in any action, suit, or proceeding based upon any cause of action arising in this State before the effective date of this application may be served on the Secretary of State.
7. The address to which the Secretary of State may mail a copy of any process against the corporation that may be served on him is 120 Broadway, 16th Floor
New York, New York 10271
The corporation hereby agrees to notify the Secretary of State of any change in this mailing address
8. Unless a delayed date is specified, this application shall be effective upon acceptance for filing by the Secretary of State (See sections 33-1-230(b)):

Date 11/12/09

E-Loan, Inc.
Name of Corporation

[Signature]
Signature

Brian F. Doran, President
Type or Print Name and Office

FILING INSTRUCTIONS

1. Two copies of this application, the original and either a duplicate original or a conformed copy, must be filed.
2. Filing Fee (payable at the time of filing this document) - \$10.00

Return to: Secretary of State
PO Box 11350
Columbia SC 29211

FRN-APP FOR SURRENDER OF AUTHORITY.doc

091118-0087
E-LOAN, INC.

FILED: 11/18/2009

Filing Fee: \$10.00 ORIG

Mark Hammond

South Carolina Secretary of State

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

Bank of America, N.A. successor by
merger to BAC Home Loans Servicing, LP
FKA Countrywide Home Loans Servicing, LP,

Plaintiff,

v.

Charles M. Thompson, Mortgage Electronic
Registration Systems, Inc., as nominee for E-Loan,
Inc., its successors and assigns, and Bridges
Crossing Property Owners' Association, Inc.,

Defendant(s).

C.A. No.: 2011-CP-23-5912

MOTION TO INTERVENE

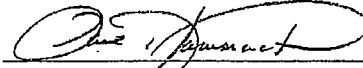
2012 MAY 31 PM 4:21
FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. CRAWFORD

NOW COMES Oriole Properties, LLC, through Counsel and pursuant to S.C.R. Civ. P. 24(a) and 19(a), and hereby moves the Court to allow it to intervene in the action and be joined as a party. In support of this Motion, Oriole Properties shows the court that this is a foreclosure action in which Plaintiff, Bank of America seeks to foreclose on its purported mortgage and sell the subject property (104 Nobska Light Court, Simpsonville, SC) at the June 2012 auction; that Oriole Properties is the current owner of the property and a Deed has already been issued to it by the Master In Equity following the May 2012 court auction; and that it therefore has an interest in the property, which is not adequately represented by the existing parties in this action.

Accordingly, Oriole Properties is entitled to Intervention of Right and its Motion should be granted.

[SIGNATURE BLOCK ON NEXT PAGE]

This the 31 day of May, 2012.



Paul E. Hammack, SC Bar #68501
Andrew F. Carson, SC Bar #100041
Clawson and Staubes, LLC
Attorneys for Oriole Properties, LLC
223 W. Stone Avenue, Ste. 100
Greenville, SC 29609
864-331-8940/Fax: 864-232-2921
E-mail: phammack@clawsonandstaubes.com
acarson@clawsonandstaubes.com

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

Bank of America, N.A. successor by
merger to BAC Home Loans Servicing, LP
FKA Countrywide Home Loans Servicing, LP,

Plaintiff,

v.

Charles M. Thompson, Mortgage Electronic
Registration Systems, Inc., as nominee for E-Loan,
Inc., its successors and assigns, and Bridges
Crossing Property Owners' Association, Inc.,

Defendant(s).

C.A. No.: 2011-CP-23, 5012

**MOTION TO DISMISS, MOTION
TO SET ASIDE ORDER AND
JUDGMENT, AND REQUEST FOR
STAY OF FORECLOSURE SALE**

FILED-COURT OF COMMON PLEAS
GREENVILLE CO. S.C.
AND BY RECEIVING
2012 MAY 31 PM 4:

NOW COMES the Intervening Party, Oriole Properties, LLC, through counsel and pursuant to S.C.R. Civ. P. 7(b) and 56, and hereby moves the Court to enter Judgment in this case against Plaintiff, Bank of America, and dismiss this case. Oriole Properties, LLC, also moves in addition and in the alternative pursuant to S.C.R. Civ. P. 59(e) and 60 to set aside the Master's Order and Judgment of Foreclosure and Sale, which was filed on April 20, 2012, and which Oriole Properties, LLC discovered on or about May 21, 2012, or within ten (10) days of the filing of this Motion. Finally, pursuant to S.C.R. Civ. P. 62(b), Oriole Properties, LLC requests the Court stay the pending foreclosure sale, scheduled for Monday, June 4, 2012.

In support of this Motion, Oriole Properties, LLC shows the Court the following:

(1) As alleged in its Complaint, Bank of America, in this action is attempting to foreclose on a mortgage from October 2006, which was originally executed in favor of E-Loan, Inc., by Charles M. Thompson (Complaint ¶4-5). According to the allegations in the Complaint,

E-Loan, Inc., subsequently assigned its mortgage to Mortgage Electronic Registration Systems, Inc., who then assigned it to BAC Home Loans in June 2011 (¶7). The Complaint further alleges that BAC Home Loans then merged with Bank of America, the Plaintiff herein (Complaint ¶8).

(2) Although Bank of America alleges that its October, 2006 mortgage is a valid first mortgage, that is no longer the case because this Court has in fact already extinguished said mortgage in the prior pending action of U.S. Bank, N.A. v. Thompson, E-Loan, Inc., and SC Telco Federal Credit Union, 2011-CP-23-3668 (Greenville County). In that action, the Court's Order and Judgment of Foreclosure and Sale, which was filed March 27, 2012, specifically finds that two separate mortgages of E-Loan, Inc., "no longer constitute a lien" against the subject property (See Exhibit "A" attached hereto, page 4, ¶3 of Order.)

(3) Additionally, the Court in the prior pending action entered a separate Order on March 27, 2012, noting that E-Loan was in default, specifically extinguished Bank of America's mortgage and ordered the Register of Deeds to release said mortgage (See Exhibit "B" attached hereto.)

(4) Both of these Orders were signed by Judge Simmons, and filed with the Court, prior to the Master's Order and Judgment of Foreclosure and Sale in this matter on April 20, 2012.

(5) The prior default of E-Loan in the prior pending action is imputed to Bank of America, its assignee. Furthermore, even if Plaintiff, Bank of America were somehow excused for its default, it was on record notice of the prior pending action when it filed its Summons and Complaint on or about September 2, 2011, in this matter. The earlier Summons and Complaint, along with the Lis Pendens, had already been filed in U.S. Bank, N.A. v. Thompson, et al., 2011-

CP-23-3668, on May 31, 2011; and this Court has already made a judicial finding to that effect (See Exhibit "A", ¶2-3). Despite such record notice, Plaintiff took no steps (during a 6 month period) to intervene in the prior pending action, or otherwise notify the Court of its alleged interest in the property, at anytime prior to the hearing when the Court extinguished its mortgage on March 27, 2012.

(6) Pursuant to the prior Order and Judgment of Sale in U.S. Bank v. Thompson, et al., the Master sold the above-referenced property (104 Nobska Light Court, Simpsonville, SC) at the public auction on May 7, 2012 to Robert Hill, in the amount of \$200,000.

(7) Mr. Hill subsequently assigned his bid to Oriole Properties on or about May 10, 2012, for good and valuable consideration.

(8) After obtaining the information from the court as to the payoff amount (See attached Exhibit "C"), Oriole Properties thereafter complied with the assigned bid and delivered a certified check for the balance due to the Master in Equity's office on or about May 16, 2012.

(9) The Master in Equity issued a deed for the subject property on May 22, 2012 (See Attached Exhibit "D"). This deed was then recorded with the Register of Deeds on May 24, 2012.

(10) Bank of America is now attempting to sell the above-referenced property, pursuant to its defective foreclosure proceeding, at the June 4, 2012 sale. This sale should not proceed because Plaintiff has no basis for proceeding, and Bank of America's Complaint should be dismissed. See also S.C. Ann. Section 15-39-870. (Oriole Properties was an innocent purchaser, without notice, and the sale is res judicata). Furthermore, this sale should not proceed

because the Master's Order and Judgment of Foreclosure and Sale in favor of Bank of America is void and should be set aside pursuant to S.C.R. Civ. P. 60(b)(4).

WHEREFORE, Oriole Properties respectfully requests that the Court stay the pending foreclosure sale, scheduled for Monday, June 4, 2012; dismiss Plaintiff's Complaint, with prejudice, or, in the alternative, set aside the Master's Order and Judgment of Foreclosure and Sale in favor of Bank of America.

This the 31 day of May, 2012.



Paul E. Hammack, SC Bar #68501
Andrew F. Carson, SC Bar #100041
Clawson and Staubes, LLC
Attorneys for Oriole Properties, LLC
223 W. Stone Avenue, Ste. 100
Greenville, SC 29609
864-331-8940/Fax: 864-232-2921
E-mail: phammack@clawsonandstaubes.com
acarson@clawsonandstaubes.com

EXHIBIT “A”

50710.F37001

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

U.S. Bank, National Association,

PLAINTIFF,

vs.

Charles M. Thompson; E-Loan, Inc.; and SC
Telco Federal Credit Union,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO: 11-CP-21-3668

2012 MAR 27 P 4:03

ORDER AND JUDGMENT OF
FORECLOSURE AND SALE
(DEFICIENCY WAIVED)

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
WITH 6 WORKING DAYS

Subject to Home Affordable Modification
Program, but will not be modified

ENTERED COMPUTER

TO: Thomas A. Shook
Susan S. White
Joseph T. Merli
Andrew M. Wilson
Elizabeth S. Moore
FINKEL LAW FIRM LLC
Attorneys for the Plaintiff

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred. Any appeal from any order or judgment issued by the master or special referee shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

Pursuant to the said Order of Reference, a hearing was held and was attended by counsel. The testimony was taken, which is reported herewith. From the testimony and evidence, I find, conclude and order as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Based upon the Certification of Non-Owner Occupancy, the property is not owner occupied and provisions of the Administrative Order issued by the Chief Justice of the Supreme Court of South Carolina on May 2, 2011, Order 2011-05-02-01, do not apply to the within foreclosure action.

2. The Lis Pendens was filed on May 31, 2011.

3. The Summons and Complaint were filed on May 31, 2011.

4. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.

5. The Defendants, Charles M. Thompson, E-Loan, Inc., and SC Telco Federal Credit Union, are in default as shown by Affidavit on file herein.

6. All of the defendants herein and/or all attorneys of record were notified of the time, date and place of the hearing in this matter.



Verified

7. According to the Affidavit filed herein, the Defendant, Charles M. Thompson, is not in the Military Service of the United States of America, as contemplated under the Servicemembers Civil Relief Act (2003), and any amendments thereto.

8. On or about February 29, 2008, for value received, Charles M. Thompson executed and delivered to MidCountry Bank a certain promissory note in the sum of \$267,750.00, together with interest thereon at the rate of 7.70% per annum.

9. To secure the payment of the said note and debt, secured thereby, and in accordance with the terms and conditions thereof, on February 29, 2008, Charles M. Thompson executed and delivered to Mortgage Electronic Registration Systems, Inc. as nominee for MidCountry Bank, its successors and assigns, a Mortgage in writing, covering real property in Greenville County, which is the same as that described in the Complaint. The Mortgage was filed on March 3, 2008, and is of record in the Office of the Register of Deeds for Greenville County in Book 4924 at Page 808.

10. This Mortgage constitutes a first mortgage lien on the subject property.

11. By Assignment of Mortgage dated August 22, 2011, and recorded September 12, 2011, in Book 5131 at Page 239, in the Office of the Register of Deeds for Greenville County, Mortgage Electronic Registration Systems, Inc., as nominee for MidCountry Bank, assigned the subject Note and Mortgage to U.S. Bank, National Association, the present lienholder and Plaintiff herein.

12. By modification agreement the borrower and the creditor modified the terms of the subject loan which, inter alia, decreased the interest rate to 6.375%.

13. Pursuant to the Administrative Order of the Chief Justice, 2009-05-22-01, the loan that is subject of this action is held by a participant in the Home Affordable Modification Program (HMP). However, the loan is not subject to modification under the HMP because the property is vacant.

14. The titleholder of record in and to the subject property as of the filing of the Lis Pendens in this action is Charles M. Thompson.

15. Payment due on the Note has not been made as provided for therein, and Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of an attorney for collection.

16. Counsel for Plaintiff filed an affidavit as to attorney's fees and costs in this case, which was not contested, and, therefore, I find as fact herein. Having considered the nature, extent and difficulty of the services rendered, the time involved in reviewing the various documents, performing the title search, preparing the pleadings, attending hearings and argument, the professional standing of counsel, the fee customarily charged for similar services, and the beneficial results obtained for Plaintiff, I find that the sum of \$1,275.00 is a reasonable fee to allow under the terms of the Note and Mortgage as attorney's

fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the action.

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

Principal due as of October 1, 2010	\$261,833.70
Interest from September 1, 2010 through March 26, 2012 at 6.375%	26,116.28
Escrow adjustments (debits and credits)	8,694.82
Suspense Balance	(1,823.03)
Pro Rata MIP/PMI	142.80
Corporate Advance	3,893.00
Total Fees	5.00
Other Fees	75.00
Late charges	584.64
Costs of collection prior to hearing	38.50
Attorney Fees (awarded but unpaid)	1,275.00
TOTAL DEBT secured by Note and Mortgage, including interest to date shown	\$300,835.71

Interest for the period from March 26, 2012 as shown above at the stated rate of 6.375% shall be added to the Principal Balance shown above through the date this Judgment is filed. After the date of judgment, interest at the rate of 6.375% on the total judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage.

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

19. The following Defendants claim, or may claim a lien upon or interest in the subject property as follows:

(a) E-Loan, Inc., by virtue of:

- i. a mortgage from Charles M. Thompson, dated October 12, 2006, and recorded October 12, 2006, in Book 4658 at Page 623, in the amount of \$113,520.00.
- ii. a mortgage from Charles M. Thompson dated October 12, 2006, and recorded October 12, 2006 in Book 4658 at Page 638, in the amount of \$28,380.00.

The above mortgages no longer constitute a lien against the subject property.

- (b) SC Telco Federal Credit Union, by virtue of a mortgage from Charles M. Thompson and Melissa N. Thompson, dated May 6, 2009, and recorded May 19, 2009, in Book 5039 at Page 3931, in an amount not to exceed \$31,800.00.

The interest or lien of the above Defendant, if any, is junior and subordinate to the plaintiff's first mortgage lien.

IT IS THEREFORE ORDERED:

1. There is due to Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of \$300,835.71, representing the "Total Debt" due Plaintiff as set forth in the Findings of Fact, *supra*, together with interest at the rate provided therein from the date aforesaid to the date hereof.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth in the Findings of Fact, *supra*, and later accrued interest) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 6.375%.

3. Based on the allegations in the Complaint, the default of the defendant E-Loan, Inc., and the evidence presented, I hereby order the Mortgages recorded October 12, 2006, in Book 4658 at Pages 623 and 638 from Charles M. Thompson, no longer constitute a lien against the subject property.

4. The Defendant(s) liable for the aforesaid Mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to Plaintiff, or Plaintiff's attorney, the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action. If such debt is paid in full, then the foreclosure sale shall be cancelled.

5. On default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Master in Equity, or his agent under the direction of the Master in Equity, at public auction, at the Greenville County Courthouse, Greenville, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:

A. **FOR CASH:** The Master in Equity will require a deposit of 5% on the amount of the bid (in cash or equivalent), same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within 20 days, the deposit may be forfeited without further hearing and applied to the costs and Plaintiff's debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 6.375%.

C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.

D. This Mortgage constitutes a first priority lien on the subject property.

E. Purchaser to pay for deed preparation and costs of recording the Deed, and transfer taxes.

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

7. If Plaintiff be the successful bidder at the said sale, for a sum not exceeding the amount of costs, disbursements and expenses and the indebtedness of Plaintiff in full on *its first and second mortgages*, Plaintiff may pay to the Master in Equity only the amount of costs, disbursements and expenses crediting the balance of the bid on Plaintiff's indebtedness.

8. The Master in Equity will, by advertisement according to law, give notice of the time, date, place of sale, and the terms thereof, which Notice of Sale is incorporated herein by reference; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within 20 days after date of sale, then the Master in Equity may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

9. Should Plaintiff, Plaintiff's attorney, or Plaintiff's agent fail to appear on the day of sale, the property shall not be sold, and in that event any such sale shall be null and void and of no force and effect. The property shall be re-advertised and sold at some convenient sales day thereafter when Plaintiff, Plaintiff's attorney, or Plaintiff's agent is present.

10. That the Master in Equity will apply the proceeds of the sale as follows:

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

NEXT: To the payment of Plaintiff, or Plaintiff's attorney, of the amount of Plaintiff's debt and interest, so much thereof as the purchase money will pay on the same.

NEXT: Any surplus funds will be held pending further order of the Court.

11. **IT IS FURTHER ORDERED** that, in the event the successful bidder is other than the Defendant(s) in possession herein, upon full compliance with the bid, and upon issuance of a Writ of Assistance by this Court, the Sheriff of Greenville County is ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.



12. **IT IS FURTHER ORDERED** that, in the event the successful bidder is other than the Defendant(s) in possession herein and the occupant(s) have voluntarily vacated the premises or have been ejected from the premises leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said premises, upon full compliance with the bid, Purchaser is authorized to remove therefrom all furnishings, fixtures and items not subject to the lien of Plaintiff's mortgage, which personal property, being deemed abandoned, shall be removed by Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

13. **IT IS FURTHER ORDERED** that, in addition to all parties deemed by law to have received constructive notice of the action herein, the Defendant(s) named herein and all persons whomsoever claiming under said defendant(s), be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

14. **IT IS FURTHER ORDERED** that the Deed of conveyances made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of filing of the notice of pendency of the within action, and the name of the grantee, and the Register of Deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

15. **IT IS FURTHER ORDERED** that the Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, issuing a Writ of Assistance and hearing any issues involving appraisal proceedings under Section 29-3-680 *et seq.*, South Carolina Code of Laws (1976), as amended.

16. Plaintiff does not warrant its title search to purchasers at foreclosure sale or other third parties, who should have their own title search performed on the subject property.

17. The Master in Equity shall direct the Register of Deeds to release of record the Mortgage lien being foreclosed, all subordinate liens and all prior liens ordered satisfied herein, after the Order Confirming Sale and Disbursements has been executed and filed. Plaintiff's Mortgage lien is described as follows:

That certain Mortgage given by Charles M. Thompson to Mortgage Electronic Registration Systems, Inc. as nominee for MidCountry Bank dated February 29, 2008, and recorded in the Office of the Register of Deeds for Greenville County on March 3, 2008, in Book 4924 at Page 808.

18. The following is a description of the premises herein ordered to be sold:

All that certain piece, parcel, or tract of land, situate, lying and being in the State of South Carolina, County of Greenville, designated as Lot 1A on a plat entitled "Pennington Park", prepared by Fant Relohert and Fogleman, Inc., dated May 15, 2006, and recorded on September 5,

6 

2006, in Book 1018 at Page 56. Reference is being made to said plat for a more complete metes and bounds description thereof.

TMS# 0633.14-01-001.00

Property Address: 2 Country Mist Dr, Greer, SC

AND:

All that certain piece, parcel or lot of land together with all improvements located thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 158 on a plat of Enclave at Bridges Crossing prepared by Wooten Surveying Co., dated January 30, 2002, and recorded in the Register of Deeds Office for Greenville County, in Plat Book 49-W at Page 82 and also being shown on a more recent plat entitled "Closing Survey for Janet H. King", prepared by Wooten Surveying Co, dated April 28, 2003, and recorded in the Register of Deeds Office for Greenville County, in Plat Book 46- V at Page 79 and having such metes and bounds as shown on the more recent plat, reference to which is hereby made for a more complete description.

Together with a perpetual non-exclusive right of ingress and egress over across such private roads and common areas as are shown or noted across such private roads and common areas as are shown or noted on the aforementioned plat and plat of Enclave at Bridges Crossing, Phase 6, recorded in Plat Book 44-W at Page 82 in order to provide the owner of said lot, their successors, assigns, families, guests, invitees, tenants or leasees with a means of ingress and egress from said lot to Lea Gail Circle and Holland Road.

TMS# 0546.07-01-053.00

Property Address: 104 Nobska Light Court, Simpsonville, SC

Lot 1A being the same property conveyed to Charles M. Thompson by deed of Pennington Park, LLC, dated February 29, 2008, and recorded in the Office of the Register of Deeds for Greenville County on March 3, 2008, in Deed Book 2314 at Page 1936; Lot 158 being the same property conveyed to Charles M. Thompson by deed of Tammy L. French, dated October 12, 2006, and recorded in the Office of the Register of Deeds for Greenville County on October 12, 2006, in Deed Book 2231 at Page 1396.

Charles B. Shannons, Jr.

Master in Equity for Greenville County

Greenville, South Carolina

8/10/2012

EXHIBIT “B”

50710.F37001

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

U.S. Bank, National Association,

PLAINTIFF,

vs.

Charles M. Thompson; E-Loan, Inc.; and SC
Telco Federal Credit Union,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO:11-CP-23-3668

2012 MAR 27 P 4:01

ORDER TO RELEASE MORTGAGE
RECORDED IN BOOK 4658, AT PAGE 623
DIRECTIVE TO REGISTER OF DEEDS
CLERK OF COURT
GREENVILLE CO. S.C.

ENTERED COMPUTER

This action for foreclosure of a mortgage upon certain real estate located in Greenville County was commenced by the filing of the Lis Pendens and the Summons and Complaint on May 31, 2011.

Plaintiff alleged in the Complaint that the following mortgage, held by the Defendant, E-Loan, Inc., no longer constitutes a lien against the subject property:

Mortgage recorded October 12, 2006, in Book 4658 at Page 623, Greenville County records.

At the hearing held on March 26, 2012, the Court found that, due to the allegations contained in the Complaint, the evidence presented and the default of the Defendant, E-Loan, Inc., the above-described mortgage no longer constitutes a lien against the subject property.

The Register of Deeds is hereby authorized and directed to release the mortgage from Charles M. Thompson to E-Loan, Inc., filed in Book 4658 at Page 623, and to annotate the indices so as to reflect the release of that mortgage from the real property which was the subject of the within captioned action as of the date of the filing of the Judgment of Foreclosure and Sale. This annotation will serve as notice of the release of this lien as of the date the Judgment of Foreclosure was entered.

Charles B. Simmons, Jr., as Master in Equity for Greenville County

Greenville, South Carolina

3/26/2012

RETURN TO:
FINKEL LAW FIRM LLC
Post Office Box 71727
North Charleston, SC 29415

RECEIVED

MAR 27 2012

Copy mailed to
Attorney Merle
on 03/27/12

ROA_0230

EXHIBIT “C”

Custer, Clay

From: Boehmke, Jennifer [JBoehmke@greenvillecounty.org]
Sent: Tuesday, May 15, 2012 7:37 AM
To: Custer, Clay
Subject: RE: Sale # 41 - Oriole Properties

Sorry! I missed this on Friday.

Bid	\$200,000.00
Deposit	(\$ 10,000.00)
Interest	\$ 298.62 (6.375%: \$33.18 x 9 days)
Deed	\$ 25.00

Total \$190,323.62 good for Wednesday, 5/16/12

Jennifer Boehmke
Administrative Assistant
Greenville County Equity Court
305 East North St., Suite 313
Greenville, SC 29601
Direct Dial (864)467-8663
Fax (864)467-8401
E-Mail: jboehmke@greenvillecounty.org

From: Custer, Clay [mailto:CCuster@wcsr.com]
Sent: Monday, May 14, 2012 4:47 PM
To: Boehmke, Jennifer
Subject: FW: Sale # 41 - Oriole Properties

Hi Jennifer, just checking in to see if you can get me this information by tomorrow morning sometime? Thank you, Clay

From: Custer, Clay
Sent: Friday, May 11, 2012 8:22 AM
To: 'Boehmke, Jennifer'
Subject: Sale # 41 - Oriole Properties

Jennifer,

Oriole bought this property on assignment from Robert Hill and Tom Carswell. (The properties were # 41 at Monday sale, and they are 2 Country Mist and 104 Nobska Light Court, sold together.) Their bid was \$200,000. Can you give me a payoff for next Wednesday, May 16? Thank you very much.

Clayton M. Custer, Esquire
Womble Carlyle Sandridge & Rice
550 S Main Street, Suite 400
Greenville, SC 29601
Phone 864-255-5409
Fax 864-255-5492

EXHIBIT “D”



2012041459 DEED
3 PGS
Book: DE 2406 Page: 877-879
May 24, 2012 10:24:45 AM Cons: \$200,000.00
Rec: \$10.00 Cnty Tax: \$220.00 State Tax: \$520.00

FILED IN GREENVILLE COUNTY, SC

MASTER'S TITLE
State of South Carolina)
County of Greenville)

TO ALL WHOM THESE PRESENTS SHALL CONCERN:

I, Charles B. Simmons, Jr., as Master in Equity for Greenville County, the said State,
send greetings:

WHEREAS, in an action in the Court of Common Pleas in Greenville County between

U.S. Bank, National Association,

as plaintiff(s) and Charles M. Thompson, et al.,

as defendant(s), by an Order dated March 26, 2012 it was decreed that the property
hereinafter described should be sold by the Master in Equity for Greenville County, on
the terms and for the purposes mentioned in the Order(s) granted in the case (see
Judgement Roll No. 2011-CP-23-3668) (A MORTGAGE FORECLOSURE ACTION-
TRANSFERRING REALTY)

NOW THEREFORE KNOW ALL MEN, That I, the undersigned, as Master in Equity
for Greenville County, pursuant to the foregoing and in consideration of the sum of **Two
Hundred Thousand and no/100 (\$200,000.00) Dollars** as paid by the hereinafter named
grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold and
released, and by these presents do grant and release unto the grantee, Oriole Properties,
LLC, its successors and assigns, the following real property to wit:

SEE ATTACHMENT FOR LEGAL DESCRIPTION AND DERIVATION

Grantee's Address: P. O. Box 4068, Greenville, South Carolina 29608

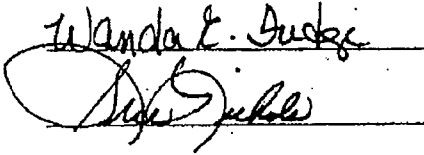
THIS property was sold subject to any past due or accruing property taxes, assessments, existing easements and restrictions of record and any other senior encumbrances.

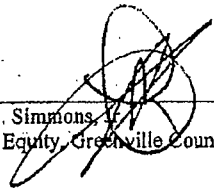
TOGETHER with all and singular the hereditaments, rights, members and appurtenances whatsoever to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest, dower, possession, benefit, claim or demand therein whatsoever of all parties to the said suit and of all other person who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;

TO HAVE AND TO HOLD the said property, with its hereditaments, privileges and appurtenances, unto the said grantee, its successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I, the said Master-in-Equity under and by virtue of the said Order(s), have hereunto set my Hand and Seal at Greenville, South Carolina this 22nd day of May, 2012.

SIGNED, SEALED AND DELIVERED
IN THE Presence of:

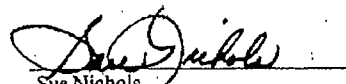

Wanda E. Gucke


Charles B. Simmons, Jr.
Master in Equity, Greenville County

State of South Carolina)
County of Greenville)

I, Sue Nichols do hereby certify that Judge Charles B. Simmons, Jr., as Master in Equity for Greenville County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 22nd day of
May, 2012


Sue Nichols
Notary Public of South Carolina
My commission expires: 5/20/2021

U.S. Bank, etc. vs. Charles M. Thompson, et al.,
Case # 2011-CP-23-3668

ATTACHMENT

All that certain piece, parcel, or tract of land, situate, lying and being in the State of South Carolina, County of Greenville, designated as Lot 1A on a plat entitled "Pennington Park", prepared by Fant Reichert and Fogleman, Inc., dated May 15, 2006, and recorded on September 5, 2006, in Book 1018 at Page 56. Reference is being made to said plat for a more complete metes and bounds description thereof.

TMS# 0633.14-01-001.00
Property Address: 2 Country Mist Dr, Greer, SC

AND:

All that certain piece, parcel or lot of land together with all improvements located thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 158 on a plat of Enclave at Bridges Crossing prepared by Wooten Surveying Co., dated January 30, 2002, and recorded in the Register of Deeds Office for Greenville County, in Plat Book 49-W at Page 82 and also being shown on a more recent plat entitled "Closing Survey for Janet H. King", prepared by Wooten Surveying Co, dated April 28, 2003, and recorded in the Register of Deeds Office for Greenville County, in Plat Book 46-V at Page 79 and having such metes and bounds as shown on the more recent plat, reference to which is hereby made for a more complete description.

Together with a perpetual non-exclusive right of ingress and egress over across such private roads and common areas as are shown or noted across such private roads and common areas as are shown or noted on the aforementioned plat and plat of Enclave at Bridges Crossing, Phase 6, recorded in Plat Book 44-W at Page 82 in order to provide the owner of said lot, their successors, assigns, families, guests, invitees, tenants or leasees with a means of ingress and egress from said lot to Lea Gail Circle and Holland Road.

TMS# 0546.07-01-053.00
Property Address: 104 Nobska Light Court, Simpsonville, SC

Lot 1A being the same property conveyed to Charles M. Thompson by deed of Pennington Park, LLC, dated February 29, 2008, and recorded in the Office of the Register of Deeds for Greenville County on March 3, 2008, in Deed Book 2314 at Page 1936; Lot 158 being the same property conveyed to Charles M. Thompson by deed of Tammy L. French, dated October 12, 2006, and recorded in the Office of the Register of Deeds for Greenville County on October 12, 2006, in Deed Book 2231 at Page 1396.

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2012041459 Book: DE 2406 Page: 877-879
May 24, 2012 10:24:45 AM

Timothy J. Hanney

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

Bank of America, N.A. successor by
merger to BAC Home Loans Servicing, LP
FKA Countrywide Home Loans Servicing, LP,

Plaintiff,

v.

Charles M. Thompson, Mortgage Electronic
Registration Systems, Inc., as nominee for E-Loan,
Inc., its successors and assigns, and Bridges
Crossing Property Owners' Association, Inc.,

Defendant(s).

C.A. No.: 2011-CP-23-5912

**MEMORANDUM IN SUPPORT
OF ORIOLE PROPERTIES'
MOTION TO INTERVENE AND
MOTION TO DISMISS/SET
ASIDE ORDER AND JUDGMENT**

FILED - CLERK OF COURT
GREENVILLE CO. S.C.
JAN 11 2012
JUN 27 PM 2:26

FACTS

On May 31, 2011, U.S. Bank, National Association, filed a Lis Pendens and a Summons and Complaint in an action to foreclose a mortgage upon real property located at 2 Country Mist Drive, Greer, South Carolina and a separate property at 104 Nobska Light Court, Simpsonville, South Carolina under Case Number 2011-CP-23-3668. An Order and Judgment of Foreclosure and Sale was entered in that action on March 27, 2012. Pursuant to that Order, two underlying mortgages, held by E-Loan and recorded in Book 4658 at Page 623 and Book 4658 at Page 638 respectively, were both determined to "no longer constitute a lien against the subject property." Furthermore, an Order to Release Mortgage Recorded in Book 4658 at Page 623 was simultaneously entered directing the Register of Deeds to release that mortgage.

Following the entry of said Orders, a Foreclosure Sale was held on May 7, 2012 at which the above referenced properties were sold for \$200,000.00 to Robert Hill, who provided the requisite 5% deposit. Immediately following the sale, Clay Custer, a member of Oriole

Properties, LLC (hereinafter "Oriole Properties"), went to the Clerk of Court's office and reviewed the case file, including the Order and Judgment of Foreclosure and Sale. Mr. Custer specifically noted the language indicating that the E-Loan mortgages no longer constituted a lien on the property at Nobska Light Court. Oriole Properties then reached an agreement in principle to purchase Mr. Hill's bid, contingent upon a clear title search by a real estate attorney. Oriole Properties hired an attorney to perform the title search and received a clear title opinion.

Following Oriole Properties' performance of its due diligence, it purchased the bid from Mr. Hill and his partner in exchange for good and valuable consideration and reimbursement of the 5% deposit to the Court. Thereafter, on May 16, 2012, Oriole Properties complied with the bid and delivered the balance of the bid to the Master-in-Equity's office. On May 22, 2012, the Court delivered a Master's Deed for the subject properties to Oriole Properties.

Meanwhile, on September 2, 2011, Bank of America, N.A. filed a Lis Pendens and a Summons and Complaint in a separate action to foreclose a mortgage upon real property located at 104 Nobska Light Court, Simpsonville, South Carolina under Case Number 2011-CP-23-5912. An Order of Judgment of Foreclosure and Sale was entered in that action on April 20, 2012. Pursuant to that Order and Judgment, the property at 104 Nobska Light Court was scheduled for auction at the June 4, 2012 foreclosure sale in Greenville County. Oriole Properties became aware of the pending sale several days beforehand, at which time it contacted counsel for Bank of America, who indicated she was unaware of the prior sale, but that her client was unwilling to delay pending sale. (Pursuant to oral motion, the court thereafter agreed to suspend the sale during a telephone hearing held approximately one hour before the sale on June 4, 2012.) It is pursuant to that Order and Judgment of Foreclosure and Sale that Oriole Properties presents the present Motions and this Memorandum in Support.

ARGUMENT

A. Under South Carolina Law, the Bank of America Foreclosure Action is *Res Judicata* and Should be Dismissed.

South Carolina Courts have long held that “sound public policy requires that the validity of judicial sales be upheld, if in reason and justice it can be done.” Cumbie v. Newberry, 251 S.C. 33, 37 (1968). Further, it is well established public policy to “protect[] good faith purchasers and uphold[] the finality of a judicial sale.” Robinson v. Estate of Harris, 378 S.C. 140, 144 (Ct. App. 2008); see also Wooten v. Seanch, 187 S.C. 219 (1937) (acknowledging that “it is the established rule of this jurisdiction to uphold judicial sales, when regularly made”). To that end, S.C. Code Ann. §15-39-970 provides that

upon execution and delivery by the proper officer of the court of a deed for any property sold at a judicial sale under a decree of a court of competent jurisdiction that proceedings under which such sale is made shall be deemed *res judicata* as to any and all bona fide purchaser for value without notice, notwithstanding such sale may not subsequently be confirmed by the court.

S.C. Code Ann. § 15-39-870 (2005).

South Carolina courts have repeatedly enforced this statute for the benefit of bona fide purchasers for value without notice. See e.g. Robinson, 378 S.C. at 144 (holding that “‘irregularities in the proceedings’ could not overcome the ‘clear statutory imperative’ of section 15-39-870”); and Cumbie 251 S.C. at 37 (affirming that “a purchaser in good faith at a judicial sale is not affected by irregularities in the proceedings or even error in the judgment, under which the sale is made”).

Under South Carolina law, a party may claim the status of bona fide purchaser if it can show the following: “(1) actual payment of purchase price of the property, (2) acquisition of legal title to the property, or best right to it, and (3) a bona fide purchase, ‘i.e., in good faith and with integrity of dealing, without notice of lien or defect.’” Robinson, 378 S.C. at 146 (quoting

Spence v. Spence, 368 S.C. 106, 107 (2006)). Additionally, the party seeking to claim the status of bona fide purchaser "must show all three conditions . . . occurred before he had notice of a title defect or other adverse claim, lien, or interest in the property." Id.

Here, Oriole Properties meets the requirements of S.C. Code Ann. § 15-39-870. First, the Master-in-Equity had competent jurisdiction to execute and deliver the Master's Deed to Oriole Properties pursuant to the Order and Judgment of Foreclosure and Sale entered by a court of competent jurisdiction. As in Robinson, the Order and Judgment here declared that 1) service was made upon all named defendants; 2) all named defendants were in default; (3) all named defendants and attorneys of record were notified of the hearing; and 4) none of the named defendants were in the United States Military Service. The Order and Judgment provided that the property was to be sold by the Greenville County Master-in-Equity and the date of the sale. Finally, Oriole Properties was issued a Master's Deed from the Greenville County Master-in-Equity indicating that the property was sold pursuant to the terms of the Order and Judgment of Foreclosure.

Second, Oriole Properties satisfies the requirements of a bona fide purchaser for value without notice. Oriole Properties purchased the bid of Robert Hill, reimbursed him for the 5% deposit made to the Court, and remitted the balance of the bid to the Mater-in-Equity on May 16, 2012. Oriole Properties was then issued the valid Master's Deed for the subject properties on May 22, 2012. Finally, Oriole Properties purchased and acquired legal title of the subject property in good faith, with integrity of dealing, and without notice of a lien or defect. As sworn to in the Affidavit of Clay Custer, all of this occurred prior to Oriole Properties receiving notice of the pending foreclosure proceeding by Bank of America and its adverse claims.

Because the Master-in-Equity had competent jurisdiction to execute and deliver the Master's Deed to Oriole Properties and because Oriole Properties satisfies the requirements of a bona fide purchaser for value without notice, the requirements of S.C. Code Ann. §15-39-970 are satisfied and this Court should dismiss Bank of America's foreclosure proceedings, uphold the sale pursuant to U.S. Bank's foreclosure proceedings, and affirm the valid and legal title of Oriole Properties.

B. Equity Should Prevent this Court from Granting Bank of America's Motion for Relief

Bank of America has petitioned the Court for relief from the Order and Judgment in U.S. Bank foreclosure action. However, South Carolina courts have repeatedly held that judicial sales will be upheld "when it can be done without violating principle or doing injustice." Wooten, 187 S.C. at 222. Here, regardless of whether Bank of America received proper service in the U.S. Bank foreclosure action, it knew or should have known that the U.S. Bank foreclosure action was ongoing at the time it filed its foreclosure action on the exact same property.

If Bank of America had properly performed its due diligence at the time it instituted its foreclosure action, it would have become aware of the ongoing U.S. Bank foreclosure and could have intervened and presented its arguments to the Court at that time. Now, after failing to act to protect its rights in a timely manner, Bank of America wants Oriole Properties, an innocent, third-party Bona fide purchaser, to suffer the consequences of its inaction. Because Bank of America knew or should have known of the U.S. Bank action and failed to act for nine months, there would be no injustice or violation of principle in upholding Oriole Properties' purchase of the subject property pursuant to the U.S. Bank foreclosure and denying Bank of America's Motion for Relief.

CONCLUSION

For the foregoing reasons, Bank of America's Motion for Relief should be denied, its Order and Judgment of Foreclosure and Sale should be Set Aside, and its foreclosure should be dismissed. Furthermore, the Master's Deed delivered by this Court to Oriole Properties, LLC should be affirmed.

This the 27th day of June, 2012.



Paul E. Hammack, SC Bar #68501
Andrew E. Carson, SC Bar #100041
Clawson and Staubes, LLC
Attorneys for Oriole Properties, LLC
223 W. Stone Avenue, Ste. 100
Greenville, SC 29609
864-331-8940/Fax: 864-232-2921
E-mail: phammack@clawsonandstaubes.com
acarson@clawsonandstaubes.com

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

Bank of America, N.A. successor by
merger to BAC Home Loans Servicing, LP
FKA Countrywide Home Loans Servicing, LP,

Plaintiff,

v.

Charles M. Thompson, Mortgage Electronic
Registration Systems, Inc., as nominee for E-Loan,
Inc., its successors and assigns, and Bridges
Crossing Property Owners' Association, Inc.,

Defendant(s).

C.A. No.: 2011-CP-23-5912

**AFFIDAVIT OF CLAYTON M.
CUSTER IN SUPPORT OF
ORIOLE PROPERTIES' MOTION
TO INTERVENE AND MOTION TO
DISMISS/SET ASIDE ORDER
AND JUDGEMENT**

Clayton M. Custer, after being duly sworn, deposes and says as follows:

1. I am over 18 years of age and give this Affidavit of my own personal knowledge for use in the above-captioned matter and for any other lawful purpose.
2. I am a resident of Greenville County, South Carolina.
3. Through several different real estate companies, I have been investing in real estate for approximately 10 years. One of these companies is named Oriole Properties, LLC, in which I am a member. My brother, Jonathan D. Custer, is the President of Oriole Properties.
4. To the extent my schedule permits, I typically attend the judicial sale of foreclosure properties in Greenville County, which is held the first Monday of each month. The sale is typically conducted by Judge Simmons in courtroom 5 at the courthouse.

5. On Monday, May 7, 2012, I attended the foreclosure auction at the Greenville County Courthouse. On the sale list, sale number 41, U.S. Bank, National Association v. Thompson, 2011-CP-23-3668 advertised one sale with two property addresses: 2 Country Mist, Greer, SC and 104 Nobska Light Court, Simpsonville, SC. (See attached Exhibit "A.")

6. At the auction, the attorney for U.S. Bank (Charles Legrand) announced a high bid of \$196,000, according to my notes. I then bid approximately \$100.00 higher than the bank's bid. Another investor or two then bid higher numbers. At this point, I recall Tom Carswell, another investor who was present, asking Judge Simmons whether the Bank price included both houses (Country Mist and Nobska Light). Judge Simmons asked Mr. Legrand and he said he believed two houses were included. Judge Simmons then told Mr. Carswell that the Order controlled and that he could offer no advice other than to consult the Order and Judgment of Foreclosure. At that point, Robert Hill bid \$200,000. No one else bid further, and Mr. Hill won the bid at that price and paid a 5% deposit, or \$10,000.

7. Immediately after the sale, I went to the Clerk's office and reviewed the court file in the matter of U.S. Bank N.A. v. Thompson, 2011-CP-23-3668. Specifically, I reviewed the "Order and Judgment of Foreclosure of Sale (Deficiency Waived)," which had been filed on March 27, 2012. The Order provided that two separate properties were included with the sale (in fact, someone had circled each property address above Judge Simmons' signature on the Order), and the Order further provided that the other liens of E-Loan and SC Telco were subordinate to U.S. Bank's mortgage. The Order also explicitly provided that the mortgage recorded in Book 4658 and Page 623, and the mortgage recorded in Book 4658 at Page 638 no longer constituted liens against the subject property. There was also a separate and distinct Order to Release

Mortgage Recorded in Book 4658 at page 623, which was signed by Judge Simmons, and filed on March 27, 2012.

8. After reviewing those Orders, I was very interested in buying both of these properties, even at a price greater than \$200,000.00. Later in the day, on May 7, 2012, I talked to Robert Hill about the possibility of purchasing both of these properties from his company and obtaining an assignment of bid. We reached an agreement in principle, but I advised him that I would first like to obtain a clear title search by a real estate attorney.

9. Thereafter, Oriole Properties engaged the firm of Gainey & Gainey to perform a title search on the property. On May 10, 2012, we received a clear title opinion from Gainey & Gainey. (See attached Exhibit "B.") Based on this report, I thereafter called Mr. Hill and informed him that Oriole Properties could proceed with the transaction.

10. On or about May 11, 2012, Oriole Properties received an Assignment of Bid from Mr. Hill, in exchange for payment of good and valuable consideration, as well as reimbursement of the \$10,000 deposit he had made with the court.

11. Oriole Properties thereafter complied with the Assignment of Bid and delivered a certified check for the balance due to the Master-In-Equity's office on May 16, 2012. The balance was \$190,323.62. We received a deed several days later.

12. Thereafter, I was reviewing the online list of sale properties for the June 2012 auction and noticed that 104 Nobska Light Court, Simpsonville, was on the sale list for June. At first, I thought this must simply be a clerical error, because Oriole Properties had already purchased this property at the May sale. However, when I looked at the list again a day or two

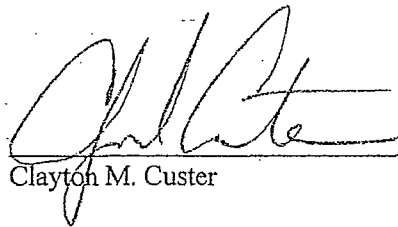
later, it appeared that the civil action number was different from the civil action number posted for the May sale. Through further research, I then learned this was an entirely separate foreclosure proceeding. I then contacted Attorney Meredith Prickett on May 29, 2012 to discuss the matter. I told her Oriole Properties had already purchased the property and asked her to remove the property from the sale list. She said she was unaware Bank of America's mortgages had been extinguished and asked me to e-mail her the Orders, and I did so. On May 31, 2012, she called me and advised that she planned to try to go forward with the sale anyhow on June 4, 2012. At that point, we retained counsel to represent our interests.

13. At no time prior to the sale on May 7, 2012, or complying with the bid, did I or any other representative of Oriole Properties have any prior notice that Bank of America had filed a subsequent foreclosure action (2011-CP-23-5912), that it had obtained a subsequent Order purporting to recognize its already extinguished mortgages, or that it would be attempting to sell the property which Oriole Properties already purchased, at a later foreclosure auction. Had I known this, we certainly would not have proceeded to obtain the assignment from Mr. Hill or purchase the property.

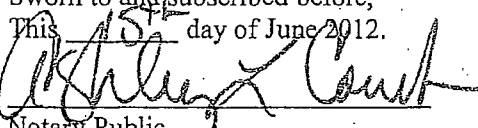
14. In addition to the funds paid for the Assignment of Bid, Oriole Properties has also spent to date at least \$6,000 in repairs, renovation expenses, title work and property insurance on these properties. These expenses were incurred prior to May 24, 2012. Additionally, the property at 104 Nobska Light Court is currently listed for sale with a licensed real estate broker (Assist2Sell), and is being advertised in the Greenville County MLS.

Further this Affiant sayeth not.

This the 15th day of June, 2012.


Clayton M. Custer

Sworn to and subscribed before,
This 15th day of June 2012.


Notary Public

My Commission Expires:

2/23/13

NEWS SPORTS BUSINESS LIFE JOBS CARS HOMES APARTMENTS DATING BUY & SELL HELP

Friday, 15 June 2012 | Upstate South Carolina News, Sports and Information

[Return to search list](#) | [New Search](#)

2011-CP-23-3668
EQUITY COURT SALE
STATE OF SC
GREENVILLE COUNTY
COURT OF COMMON PLEAS

Pursuant to Court Decree in U.S. Bank, National Association, Plaintiff(s) vs. Charles M. Thompson, et al., Defendant(s) I will sell at public auction to highest bidder at County Court House on 05/07/2012 at 11:00 a.m. the following property: All that certain piece, parcel, or tract of land, situate, lying and being in the State of South Carolina, County of Greenville, designated as Lot 1A on a plat entitled "Pennington Park", prepared by Fant Reichert and Fogliaman, Inc., dated May 15, 2006, and recorded on September 5, 2006, in Book 1018 at Page 56. Reference is being made to said plat for a more complete metes and bounds description thereof. TMS# 0633.14-01-001.00 AND: All that certain piece, parcel or lot of land together with all improvements located thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 158 on a plat of Enclave at Bridges Crossing prepared by Woolen Surveying Co., dated January 30, 2002, and recorded in the Register of Deeds Office for Greenville County, in Plat Book 49-W at Page 82 and also being shown on a more recent plat entitled "Closing Survey for Janet H. King", prepared by Woolen Surveying Co, dated April 28, 2003, and recorded in the Register of Deeds Office for Greenville County, in Plat Book 46- V at Page 79 and having such metes and bounds as shown on the more recent plat, reference to which is hereby made for a more complete description. Together with a perpetual non-exclusive right of ingress and egress over across such private roads and common areas as are shown or noted across such private roads and common areas as are shown or noted on the aforementioned plat and plat of Enclave at Bridges Crossing, Phase 6, recorded in Plat Book 44-W at Page 82 in order to provide the owner of said lot, their successors, assigns, families, guests, invitees, tenants or leasees with a means of ingress and egress from said lot to Lea Gail Circle and Holland Road. TMS# 0546.07-01-053.00 Property Address: 104 Nobska Light Court, Simpsonville, SC

THE STREET ADDRESS IS: 2 Country Mist Dr, Greer, SC 29651.

The total judgment debt set forth in the Order is \$300,835.71.
(THE ORIGINAL FILE CAN BE VIEWED IN THE CLERK OF COURT'S OFFICE)

The property will be sold subject to any past due or accruing property taxes, assessments, existing easements and restrictions of record and any other senior encumbrances.

This property will be sold subject to the following mortgage(s)/ senior encumbrances: None

The successful bidder must pay interim interest from the date of the Sale through date of compliance at the rate of 6.375%

Each successful bidder other than plaintiff at time bid is accepted will be required to deposit with Master as evidence of good faith 5% of bid in cash or certified check at the time of bid. In event purchaser fails or refuses to comply with terms of sale within 20 days from close of bidding, deposit shall be forfeited and applied first to costs and then to Plaintiff's debt, and the Master shall forthwith re-advertise and resell said property upon the same terms on some subsequent sales day at the risk of former purchaser until obtaining full compliance with sale. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record. Plaintiff does not warrant its title search to purchasers at foreclosure sale or other third parties, who should have their own title search performed on the subject property.

Bidding will not remain open after the sale.

Terms of sale - cash; purchaser to pay for deed and stamps. Should Plaintiff, Plaintiff's attorney, or Plaintiff's agent fail to appear on the day of sale, the property shall not be sold, but shall be re-advertised and sold at some convenient sales day thereafter when Plaintiff, Plaintiff's attorney, or Plaintiff's agent, is present.

Attention is drawn to the Court Order on file with the Clerk of Court for Greenville County. The terms and conditions of the actual Court Order, to the extent of any inconsistencies, control over any terms or conditions contained in the Notice of Sale.

Charles B. Simmons, Jr.
Equity Court Judge

The Greenville News 04/20/2012, 04/27/2012, 05/04/2012

FINKEL LAW FIRM LLC Post Office Box 71727 North Charleston, South Carolina 29415 (843) 577-5460 Attorneys for Plaintiff, Atty. for Plaintiff

[Return to search list](#) | [New Search](#)

[News](#) | [Sports](#) | [Business](#) | [Life](#) | [Entertainment](#) | [Communities](#) | [Opinion](#) | [Obituaries](#) | [Help](#)

Copyright © 2011 www.GreenvilleOnline.com. All rights reserved. Users of this site agree to the Terms of Service, Privacy Notice, and Ad Choices

Exhibit A

GAINEY & GAINNEY, LLP
ATTORNEYS AT LAW
408 EAST BUTLER ROAD
MAULDIN, SC 29662
(864) 288-8154
FAX: (864) 234-7958

ATTORNEY'S TITLE REPORT

Client: Oriole Properties, LLC Date of Report: May 8, 2012 at 8:30 AM

Property: 104 Nobska Light Court, Simpsonville, 29681 TMS# 0546.07-01-053.00

I hereby certify to Oriole Properties, LLC that I have examined the public records of Greenville County, South Carolina, pertaining to the above-referenced property. Based on my research, and in my opinion, Charles M. Thompson is the owner of record, subject to that certain Master's Order and Judgment of Foreclosure and Sale, signed by the Honorable Charles B. Simmons, Jr., Master-In-Equity and filed March 27, 2012. Upon payment of the amount due and the issuance and recording of the Master's Deed, Oriole Properties, LLC will be vested with a marketable, insurable title, in fee simple, to the subject property, subject only to the following exceptions:

(1) Covenants, Conditions and Restrictions filed for record in Deed Book 1974 at Page 194 in the Office of the Register of Deeds for Greenville County. This Opinion insures that said Covenants, Conditions and Restrictions are customary for similarly situated real property, do not contain a reversionary provision, and do not render the title to said property unmarketable.

(2) Property taxes for the year 2012, and subsequent years, not yet due and payable.

(2) Customary utility easements for local service.

(3) Matters which an accurate and current survey would reveal.

(4) Greenville County zoning ordinances.

(5) Matters not reflected in the public records of Greenville County, South Carolina.

Yours truly,



Jason M. Gainey
Attorney at Law

Exhibit B

GAINEY & GAINEY, LLP
ATTORNEYS AT LAW
408 EAST BUTLER ROAD
MAULDIN, SC 29662
(864) 288-8154
FAX: (864) 234-7958

ATTORNEY'S TITLE REPORT

Client: Oriole Properties, LLC Date of Report: May 8, 2012 at 8:30 AM
Property: 2 Country Mist Drive, Greer, SC 29651 TMS# 0633.14-01-001.00

I hereby certify to Oriole Properties, LLC that I have examined the public records of Greenville County, South Carolina, pertaining to the above-referenced property. Based on my research, and in my opinion, Charles M. Thompson is the owner of record, subject to that certain Master's Order and Judgment of Foreclosure and Sale, signed by the Honorable Charles B. Simmons, Jr., Master-In-Equity and filed March 27, 2012. Upon payment of the amount due and the issuance and recording of the Master's Deed, Oriole Properties, LLC will be vested with a marketable, insurable title, in fee simple, to the subject property, subject only to the following exceptions:

(1) Covenants, Conditions and Restrictions filed for record in Deed Book 2281 at Page 80 in the Office of the Register of Deeds for Greenville County. This Opinion insures that said Covenants, Conditions and Restrictions are customary for similarly situated real property, do not contain a reversionary provision, and do not render the title to said property unmarketable.

- (2) Property taxes for the year 2012, and subsequent years, not yet due and payable.
- (2) Customary utility easements for local service.
- (3) Matters which an accurate and current survey would reveal.
- (4) Greenville County zoning ordinances.
- (5) Matters not reflected in the public records of Greenville County, South Carolina.

Yours truly,


Jason M. Gainey
Attorney at Law

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Bank of America, N.A. successor by merger
to BAC Home Loans Servicing, LP FKA
Countrywide Home Loans Servicing, LP,

PLAINTIFF,

vs.

Charles M. Thompson, Mortgage Electronic
Registration Systems, Inc., as nominee for E-
Loan, Inc., Mortgage Electronic Registration
Systems, Inc., as nominee for MidCountry
Bank, and Bridges Crossing Property
Owners' Association, Inc.,

DEFENDANTS.

F11-05097

IN THE COURT OF COMMON PLEAS

**MEMORANDUM IN OPPOSITION TO
ORIOLE PROPERTIES' MOTION TO
DISMISS**

C/A NO: 2011-CP-23-5912

2012 JUL -6 AM 10:14
FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENS/MSR

I. INTRODUCTION AND FACTS

On October 12, 2006, the defendant Charles M. Thompson ("Thompson") executed and delivered to the defendant E-Loan, Inc. ("E-Loan") a promissory note for \$113,520.00. The note was secured by a mortgage on real property located at 104 Nobska Light Court, in Simpsonville ("the property"). Thompson executed and delivered the mortgage to Mortgage Electronic Registration Systems, Inc., as nominee for E-Loan, Inc. ("MERS"); the mortgage was recorded on October 12, 2006 in Book 4658 at Page 623 in the Office of the Register of Deeds of Greenville County.

Thompson has been in default in payment since October 1, 2010. Because of Thomson's failure to cure the default, plaintiff elected to accelerate the debt and seek the foreclosure of the mortgage and sale of the property in order for its proceeds to be applied to the \$113,504.56 of principal owed to the plaintiff.

On June 10, 2011, MERS transferred its rights under the mortgage unto BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP, by an assignment recorded on June 15, 2011, in Book 5121 at Page 3778. Thereafter, by virtue of a corporate merger, BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP merged with Bank of America, N.A. making Bank of America, N.A. successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP the present lien holder and the real party in interest.

Plaintiff commenced this action by filing the Lis Pendens and the Summons and Complaint on June 2, 2011.

On April 20, 2012, the Master-in-Equity entered the Order and Judgment of Foreclosure and Sale (the Order). The property was to be sold at public auction on June 4, 2012. Shortly before the sale, Oriole Properties, Inc. moved to intervene in this action and sought its dismissal, or vacatur of the Order, on the grounds that it was the purchaser of the property at the judicial sale in case number 2011-CP-23-3668, which took place on May 7, 2012.

II. DISCUSSION

Oriole Properties, Inc. argues that the Master's Order and Judgment of Foreclosure and Sale in Bank of America's foreclosure action should be set aside and that Bank of America's case should be dismissed. Oriole Properties asserts that it is a bona fide purchaser under S.C. Code 15-39-870 (2005) in U.S. Bank's prior foreclosure action, therefore, the foreclosure sale in U.S. Bank's case is res judicata as to Bank Of America's current foreclosure case.

In South Carolina, "[i]t is the established rule of this jurisdiction to uphold judicial sales, *when regularly made, 'when it can be done without violating principle or doing injustice.'*" *Wooten v. Seanch*, 187 S.C. 219, 196 S.E. 877 (S.C. 1938) (quoting *Farr v. Gilreath*, 23 S.C.

502. (emphasis added). As was more fully discussed in Bank of America's memorandum in support of its motion to vacate the sale in the U.S. Bank foreclosure case, service on Bank of America's predecessor in interest was improper. A copy of Bank of America's memorandum in the U.S. Bank case is attached hereto and is incorporated into Bank of America's argument that the court lacked personal jurisdiction over Bank of America's predecessor in interest and that the foreclosure sale in the U.S. Bank case should be set aside.

Oriole Properties does not dispute that service was improper in U.S. Bank's case; instead, Oriole Properties argues that it is a bona fide purchaser under S.C. Code 15-39-870 (2005), and that the sale should be upheld regardless of the improper service. Oriole Properties cites *Robinson v. Estate of Harris*, 378 S.C. 140, 662 S.E.2d 420 (Ct. App. 2008) to support the proposition that it is a bona fide purchaser. One of the requirements in order to be a bona fide purchaser is that the party claiming such status should not have notice of a lien or defect. *Robinson*, 378 S.C. at 146. That is a requirement that Oriole Properties cannot meet in this case.

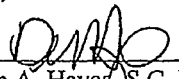
Prior to the foreclosure sale in the U.S. Bank case, Bank of America had filed the lis pendens in its foreclosure case. At the time of the foreclosure sale, Oriole Properties therefore had constructive notice of Bank of America's claim against the property and was not a bona fide purchaser. See *Baum v. Trantham*, 45 S.C. 291, 23 S.E. 54 (S.C. 1895) (setting aside a sheriff's sale where the lis pendens was filed after the levy on the property but prior to the sale). Oriole Properties also had constructive notice that service of the summons and complaint was improper, as these documents were filed and clearly showed service was made on Banco Popular North America, the parent corporation of E-Loan, the holder of record of the mortgage at the time U.S. Bank filed its lis pendens, summons, and complaint.

The fact that the Master's Order and Judgment of Foreclosure and Sale in the U.S. Bank case subsequently released Bank of America's mortgage does not affect the status of Bank of America's lis pendens as giving constructive notice of its interest in the property. The lis pendens does not require the mortgage to be of record in order for the lis pendens to provide constructive notice. Such a requirement would mean that a lis pendens would have no validity in a case where a party mistakenly released of record its mortgage prior to or during the foreclosure action.

Oriole Properties relies on the Court of Appeals' decision in the *Robinson* case for the proposition that even if service is improper, Oriole Properties can still be a bona fide purchaser. Although the Supreme Court did affirm the Court of Appeals' decision in the *Robinson* case, the Supreme Court affirmed it on the basis of laches, not on the bona fide purchaser issue. Thus, the Court of Appeals decision in this case is not on point with the present case. *Robinson v. Estate of Harris*, 390 S.C. 272, 701 S.E.2d 740 (S.C. 2010).

There is no question that E-Loan, Bank of America's predecessor in interest, was improperly served in the U.S. Bank case. Bank of America has timely moved for relief from the Master's Order and Judgment of Foreclosure and Sale in the U.S. Bank case. The Master's Order and Judgment of Foreclosure and Sale, and the subsequent sale to Oriole Properties, should therefore be set aside.

Korn Law Firm
1300 Pickens St.
P.O. Box 12369
Columbia, SC 29211-2369
(803) 252-5817


Dean A. Hayes, S.C. Bar #66066
Attorney for Plaintiff

July 2, 2012
Columbia, South Carolina

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Master-in-Equity

The Honorable Charles B. Simmons, Jr.

Case No. 2011-CP-23-5912

Court of Appeals Tracking No. 2012-213310

Bank of America, N.A., successor by merger to BAC
Home Loans Servicing, LP FKA Countrywide Home
Loans Servicing, LP, ... Appellant,

v.

Charles M. Thompson, Mortgage Electronic
Registration Systems, Inc., as nominee for E-Loan,
Inc., Mortgage Electronic Registration Systems, Inc. as
nominee for MidCountry Bank, Bridges Crossing
Property Owners' Association, Inc., and SC Telco
Federal Credit Union, and Oriole Properties, Inc.,
of whom Oriole Properties is, ... Respondent.

Case No. 2011-CP-23-3368

U.S. Bank, National Association, ... Respondent,

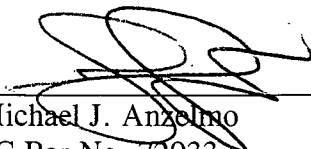
v.

Charles M. Thompson, E-Loan, Inc. and SC Telco
Federal Credit Union,
of whom Bank of America, N.A. as successor in
interest to E-Loan, Inc. is, ... Appellant.

CERTIFICATE OF COUNSEL

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

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

Michael J. Anzelmo

SC Bar No. 72933

E-Mail: michael.anzelmo@nelsonmullins.com

1320 Main Street / 17th Floor

Post Office Box 11070 (29211-1070)

Columbia, South Carolina 29201

803.799.2000

Attorneys for Bank of America

August 28, 2013

Nelson Mullins

Nelson Mullins Riley & Scarborough LLP
Attorneys and Counselors at Law
1320 Main Street / 17th Floor / Columbia, SC 29201
Tel: 803.799.2000 Fax: 803.255.9024
www.nelsonmullins.com

Michael J. Anzelmo
Tel: 803.255.9312
Fax: 803.255.9024
michael.anzelmo@nelsonmullins.com

August 28, 2013

Hand Delivered

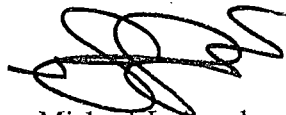
The Honorable Jenny Abbott Kitchings
Clerk of Court
SC Court of Appeals
1015 Sumter Street - 5th Floor
Columbia, SC 29201

RE: Charles M. Thompson, et al. v. Bank of America
Case Nos. 2011-CP-23-5912; 2011-CP-23-3668
SC Court of Appeals Case No. 2012-213310
Our File No. 05100/02170

Dear Ms. Kitchings:

Enclosed please find an original and one copy of a Proof of Service serving the Record on Appeal in the above-referenced. Please file the original and return a clocked-in copy to me via our courier. Should you have any questions, please do not hesitate to contact me.

Very truly yours,



Michael J. Anzelmo

MJA:jlee
Enclosures

cc: Paul E. Hammack
Andrew F. Carson

RECEIVED

AUG 28 2013

SC COURT OF APPEALS

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Charles B. Simmons, Circuit Court Judge

Appellate Case No. 2012-213310
Trial Court Case No. 2011-CP-23-05912, 2011-CP-23-03668

Bank of America, N.A. successor by merger to BAC
Home Loans Servicing, LP FKA Countrywide Home
Loans Servicing, LP, ... Appellant.

v.

Charles M. Thompson, Mortgage Electronic
Registration Systems, Inc., as nominee for E-Loan,
Inc., Mortgage Electronic Registration Systems, Inc., as
nominee for MidCountry Bank, Bridges Crossing
Property Owners' Association, Inc., and SC Telco
Federal Credit Union, and Oriole Properties, Inc.,,
Defendants,

RECEIVED

AUG 28 2013

SC Court of Appeals

Of Whom Oriole Properties, LLC is the Respondent.

U.S. Bank, National Association Respondent,

v.

Charles M. Thompson, E-Loan, Inc., and SC Telco
Federal Credit Union, ... Defendants.

PROOF OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson
Mullins Riley & Scarborough LLP, attorneys for Bank of America, N.A., do hereby
certify that I have served all counsel in this action with a copy of the pleading(s)

hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings: RECORD ON APPEAL

Counsel Served:

Paul E. Hammack
Andrew F. Carson
Clawson and Staubes, LLC
223 W. Stone Avenue, Suite 100
Greenville, SC 29609



Jennifer Lee
Administrative Assistant

August 28, 2013

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Master-in-Equity

The Honorable Charles B. Simmons, Jr.

Case No. 2011-CP-23-5912

Court of Appeals Tracking No. 2012-213310

Bank of America, N.A., successor by merger to BAC
Home Loans Servicing, LP FKA Countrywide Home
Loans Servicing, LP, ... Appellant,

v.

Charles M. Thompson, Mortgage Electronic
Registration Systems, Inc., as nominee for E-Loan,
Inc., Mortgage Electronic Registration Systems, Inc. as
nominee for MidCountry Bank, Bridges Crossing
Property Owners' Association, Inc., and SC Telco
Federal Credit Union, and Oriole Properties, Inc.,
of whom Oriole Properties is, ... Respondent.

Case No. 2011-CP-23-3368

U.S. Bank, National Association, ... Respondent,

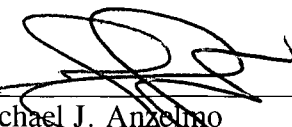
v.

Charles M. Thompson, E-Loan, Inc. and SC Telco
Federal Credit Union,
of whom Bank of America, N.A. as successor in
interest to E-Loan, Inc. is, ... Appellant.

CERTIFICATE OF COUNSEL

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

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

Michael J. Anzelmo

SC Bar No. 72933

E-Mail: michael.anzelmo@nelsonmullins.com

1320 Main Street / 17th Floor

Post Office Box 11070 (29211-1070)

Columbia, South Carolina 29201

803.799.2000

Attorneys for Bank of America

August 28, 2013

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Charles B. Simmons, Circuit Court Judge

Appellate Case No. 2012-213310
Trial Court Case No. 2011-CP-23-05912, 2011-CP-23-03668

Bank of America, N.A. successor by merger to BAC
Home Loans Servicing, LP FKA Countrywide Home
Loans Servicing, LP, ... Appellant.

v.

Charles M. Thompson, Mortgage Electronic
Registration Systems, Inc., as nominee for E-Loan,
Inc., Mortgage Electronic Registration Systems, Inc., as
nominee for MidCountry Bank, Bridges Crossing
Property Owners' Association, Inc., and SC Telco
Federal Credit Union, and Oriole Properties, Inc.,,
Defendants,

RECEIVED
AUG 28 2013

Of Whom Oriole Properties, LLC is the Respondent.

SC Court of Appeals

U.S. Bank, National Association Respondent,

v.

Charles M. Thompson, E-Loan, Inc., and SC Telco
Federal Credit Union, ... Defendants.

PROOF OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson
Mullins Riley & Scarborough LLP, attorneys for Bank of America, N.A., do hereby
certify that I have served all counsel in this action with a copy of the pleading(s)

hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings:

RECORD ON APPEAL

Counsel Served:

Paul E. Hammack
Andrew F. Carson
Clawson and Staubes, LLC
223 W. Stone Avenue, Suite 100
Greenville, SC 29609



Jennifer Lee
Administrative Assistant

August 28, 2013