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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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MAR 28 2019
SC Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
The Honorable Joseph M. Strickland, Master in Equity

Case Nos. 2011-CP-40-6317 and 2011-CP-40-6318
Appellate Case No. 2018-000251

RECEIVED
MAR 28 2019
SC Court of Appeals

South State Bank..... Respondent,

v.

Sand Dollar 31, LLC; and Rhonda Meisner ..... Defendants,

Of whom Rhonda Meisner is the ..... Appellant.

RESPONDENT'S MOTION TO CORRECT RECORD ON APPEAL AND STAY TIME TO SERVE AND FILE FINAL BRIEF OF RESPONDENT

Sean M. Foerster (SC Bar # 77466)
ROGERS TOWNSEND & THOMAS, PC
1221 Main Street, 14th Floor (29201)
Post Office Box 100200
Columbia, South Carolina 29202-3200
(803) 771-7900
sean.foerster@rtt-law.com

Attorneys for Respondent South State Bank

March 28, 2019

Respondent South State Bank ("Respondent") hereby moves the Court for an order requiring Appellant Rhonda Meisner ("Meisner") to correct several deficiencies in the Record on Appeal that she submitted to the Court. The Record on Appeal omits several documents designated for inclusion by Respondent, omits pages from some of the documents included, and contains incorrect page numbers for some of the documents in the index. Due to these deficiencies in the Record on Appeal, Respondent respectfully requests a stay of its deadline to serve and file the Final Brief of Respondent until twenty days after the service of a corrected version of the Record on Appeal.

FACTS

On March 21, 2019, Respondent received a copy of the Record on Appeal from Meisner. After reviewing it, Respondent has identified several serious deficiencies in the Record on Appeal that Meisner should be ordered to correct.

ARGUMENT

Meisner must correct the following deficiencies in the Record on Appeal:

1. Meisner improperly omitted several documents from the Record on Appeal that were designated for inclusion by Respondent.

"The Record on Appeal shall include all matter designated to be included by any party under Rule 209 ..." Rule 210(c), SCACR. Contrary to her certification pursuant to Rule 210(g), SCACR, Meisner failed to include the following documents in the Record on Appeal that Respondent requested through its Designation of Matter:

1) Letter from Teri K. Stomski, Esquire, to The Honorable Joseph M. Strickland dated August 17, 2012, designating an appraiser. As shown by Exhibit 1 to this motion, Respondent emailed a copy of this document to Meisner on March 11, 2019, at her request.

2) Filed copies of the following documents from civil action # 2011-CP-40-6317:

- Complaint filed on September 22, 2011.
- Answer and Counterclaim filed on January 19, 2012.
- Reply filed February 21, 2012.
- Order of Reference entered on January 25, 2012.
- Form 4 Judgment entered on May 16, 2012.
- Order of Deficiency Judgment entered August 8, 2012.
- Summons and Order of Appointment Status Conference filed on October 18, 2012.
- Order Denying Defendants' Motion to Alter or Amend Pursuant to Rule 59(e), SCRCP, entered on November 6, 2012.
- Notice of Withdrawal of Plaintiff's Motion to Vacate Foreclosure Sale filed on July 10, 2014.
- Affidavit of Attorney's Fees filed on November 23, 2016.
- Affidavit of Sean M. Foerster filed on November 23, 2016.
- Motion to Lift Automatic Stay filed on April 20, 2018.
- Letter from Eugene C. Garvin, Jr., to Sean M. Foerster dated August 30, 2017, and filed on May 1, 2018, with the two appraisals enclosed therewith.
- "Motion to Alter and Amend Pursuant to S.C.R.C.P. Rule 59(e)" filed herein on May 14, 2018.

3) Filed copies of the following documents from civil action # 2011-CP-40-6318:

- Amended Complaint filed on September 27, 2012.
- Judgment of Foreclosure and Sale entered on May 16, 2012.

- Form 4 Judgment entered on May 16, 2012.
- Motion to Alter or Amend pursuant to Rules 52, 59, and 60, SCRCP filed on June 7, 2012.
- "Petition for Appraisal S.C. Code Ann. § 29-3-680 *et. seq.*" filed on July 31, 2012.
- Plaintiff's Motion to Vacate Foreclosure Sale filed on September 6, 2012.
- Affidavit of Attorney's Fees filed on November 23, 2016.
- Letter from Eugene C. Garvin, Jr., to Sean M. Foerster dated August 30, 2017, and filed on May 1, 2018, with the two appraisals enclosed therewith.
- Order entered on July 19, 2018.

Respondent respectfully requests an order requiring Meisner to correct the Record on Appeal by including complete and filed copies of these documents. To assist Meisner, copies of all of these documents are attached to and included with this motion at Exhibit 2.

2. Several of the documents included in the Record on Appeal are missing pages.

The following documents included in the Record on Appeal are missing pages:

1) Judgment of Foreclosure and Sale entered on May 16, 2012, in civil action # 2011-CP-40-6317—missing the final page.
2) Transcript of hearing on July 18, 2012—missing the first page.
3) Order Denying Motion to Alter or Amend and Entering Deficiency Judgments entered on December 28, 2017, in civil action # 2011-CP-40-6317—missing the first two pages, which is the accompanying Form 4.
4) Motion to Lift Automatic Stay filed on April 20, 2018, in civil action # 2011-CP-40-6318—missing the exhibit filed with the motion.

Respondent respectfully requests an order requiring Meisner to correct the Record on Appeal by including complete copies these documents. To assist Meisner, complete copies of all of these documents are attached to and included with this motion at Exhibit 2.

3. The index of the Record on Appeal contains incorrect page numbers for certain documents.

The index lists incorrect page numbers for the following documents:

1) The Judgment of Foreclosure and Sale entered on May 16, 2012, in civil action # 2011-CP-40-6317.
2) "Motion for Application of Appraisal Statute; Determination of Deficiency Against Defendants; and Final Adjudication of Counterclaims" filed on July 1, 2016.
3) Order Denying Motion to Alter or Amend and Entering Deficiency Judgments entered on December 28, 2017.

Respondent respectfully requests an order requiring Meisner to correct the index of the Record on Appeal.

CONCLUSION

For these reasons, Respondent respectfully moves for an order requiring Meisner to correct the Record on Appeal as set forth above. In the event that Meisner fails or refuses to correct the Record on Appeal, her appeal must be dismissed. Respondent further requests a stay of its deadline to serve and file the Final Brief of Respondent until twenty days after the service of a corrected version of the Record on Appeal.

[signature on the following page]

Respectfully submitted,

Sean M. Foerster (SC Bar # 77466)
ROGERS TOWNSEND & THOMAS, PC
1221 Main Street, 14th Floor (29201)
Post Office Box 100200
Columbia, South Carolina 29202-3200
(803) 771-7900
sean.foerster@rtt-law.com

Attorneys for Respondent South State Bank

RECEIVED
MAR 28 2019
SC Court of Appeals

EXHIBIT
1

Sean Foerster

From: Sean Foerster
Sent: Monday, March 11, 2019 10:34 AM
To: 'Rhonda Meisner'
Subject: RE: Record items
Attachments: TRANSCRIPT - Hearing July 27, 2016.pdf; Letter to Judge Strickland-selecting appraiser.pdf; RECORDED MASTER_S DEED 8-16-2012.pdf; Master_s Deed of South Carolina.pdf; Master's Report on Sale 6317.pdf; MASTER_S REPORT ON SALE AND DISBURSEMENTS - 6318.pdf; Mem. Denial Atty Fees.pdf; Transcript 5_29_2018.pdf; Letter to Judge Strickland and attachments regarding Return of Appraiser....pdf

Please find copies of the requested documents attached. Thanks.

ROGERS TOWNSEND
ATTORNEYS AT LAW

Sean Foerster
Shareholder

Rogers Townsend & Thomas, PC
1221 Main Street 14th Floor
Columbia, SC 29201

Direct 803.744.1855
Fax 803.343.7017

Main 803.771.7900
Visit rtt-law.com

From: Rhonda Meisner [mailto:pegasus333@icloud.com]
Sent: Monday, March 11, 2019 7:34 AM
To: Sean Foerster <Sean.Foerster@rtt-law.com>
Subject: Re: Record items

External Email

Mr. Foerster,

There were several items listed in your designation of matter that are not in the scanned file with the Court. You mentioned earlier that you have copies of everything that you designated so can I get a copy of:
transcript of July 27, 2016
letter to judge strickland appointing Garvin
Master's report on Sale and disbursements and order of confirmation ordered on August 8, 2012
master deeds to score recorded August 16, 2012
Memorandum in Support of denial of attorney's fees in total requessts for costs filed July 22, 2016
Letter from Sean Foerster including letter from Eugene Garvin
Transcript of hearing on May 29, 2018

If you have these items can you please email them to me or let me know if I can pick them up?
Thank you in advance for your assistance.
Warm regards,
Rhonda Meisner
(803)206-3402

On Mar 10, 2019, at 11:11 AM, Rhonda Meisner <pegasus333@icloud.com> wrote:

> Mr. Foerster,
>
> Do you have the following items and if so can you email a copy to me?
>
> 1. letter to Judge Strickland appointing South's appraiser
> 2. Transcript of July 27, 2016 (this may be another case)
> 3. Copies of the Eugene Garvin supplemental (shortened) appraisals that you requested be lifted and added.
>
> Can you please call me at (803)206-3402 to let me know?
> Warm regards,
> Rhonda Meisner



Copies of the documents and pages omitted from the Record on Appeal

ROGERS TOWNSEND & THOMAS, PC
POST OFFICE BOX 100200 (29202)
220 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803.771.7900 F 803.343.7013
W RTT-LAW.COM

Teri Stomski
TERI.STOMSKI@RTT-LAW.COM
P 803.744.1926
F 803.343.7017

LICENSED IN SOUTH CAROLINA

ROGERS TOWNSEND
ATTORNEYS AT LAW

August 17, 2012

The Honorable Joseph M. Strickland
P.O. Box 192
Columbia, South Carolina 29202

Re: SCB&T v. Sand Dollar 31, LLC and Rhonda Meisner
Civil Action # 2011-CP-40-6317 (Our file: 016555-00040)
Civil Action # 2011-CP-40-6318 (Our file: 016555-00039)

Dear Judge Strickland:

Pursuant to §29-3-710, Plaintiff appoints the following as its designated appraiser with regard to the Defendant Meisner's Petition in the above-captioned matters:

Eugene Garvin
5 Calendar Ct, Ste 103
Columbia, SC 29206
803-779-4243
ecgarvin@garvinappraisals.com

By copy of this letter, I am serving same on opposing counsel. Thank you for your assistance in this matter.

Sincerely,

Teri K. Stomski

cc: Glenn Bowens, Esquire

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

SCBT, N.A.,

Plaintiff,

v.

Sand Dollar 31, LLC;

Defendant(s).

(016555-00040)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

COMPLAINT

(NON-JURY)

FORECLOSURE OF COMMERCIAL REAL ESTATE MORTGAGE &
Deficiency Judgment Demanded

RICHLAND COUNTY
FILED
2011 SEP 22 AM 11:17
JEANETTE W. McBRIDE
C.C.C.P. & G.S.

Plaintiff alleges:

1. This is an action for the foreclosure of a commercial mortgage upon certain real estate in Richland County, South Carolina, and for entry of judgment(s) for breach of a promissory note and breach of a guaranty payment.

2. Pursuant to S.C. Code Section 33-15-101, Plaintiff is a corporation or other legal entity doing business in the State of South Carolina.

3. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.

4. This action involves the foreclosure of a commercial loan secured by a non-owner-occupied dwelling and is not subject to the Home Affordable Modification Program ("HMP") for residential loans owned, securitized, or guaranteed by the Federal National Mortgage Association ("Fannie Mae") or the Federal Home Loan Mortgage Corporation ("FHLMC") or any other section if the Making Home Affordable Program.

5. Some lien on or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.

6. The Defendant(s) herein described as judgment creditors, if any, have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the

provisions of South Carolina Code Section 15-35-840.

7. Heretofore, for value received, on or about July 24, 2006, Sand Dollar 31, LLC made, executed and delivered a certain promissory note ("Original Note") in the principal sum of $31,140.00, together with interest therein from that date at the rate specified in the promissory note. On July 31, 2007, Borrower executed and delivered to South Carolina Bank and Trust, N.A. a Note in writing, according to the terms and conditions set out therein, which amended certain terms of the Original Note (the "First Amendment"). Thereafter South Carolina Bank & Trust N.A. changed its name to SCBT, N.A. The Original Note and the First Amendment are referred to herein collectively as the "Note". A copy of the Note, including all amendments thereto, is attached hereto, incorporated by reference, and marked as **Exhibit "A".**

8. In order to secure the payment of the Note according to the terms and conditions thereof, Sand Dollar 31, LLC made, executed and delivered unto South Carolina Bank and Trust, N.A. n/k/a SCBT, N.A., a certain real estate mortgage ("Mortgage") covering the following described property and any and all improvements to the property:

All that certain piece, parcel or lot of land with improvements thereon situate, lying and being on the eastern side of Linden Street, in or near the Town of Eau Claire in the County of Richland, State of South Carolina; said lot being composed of and embracing Lot No. 12, 13 and 14 in Block 6 upon a plat of College View Subdivision, prepared by surveyors Clodfelder and Schisler, dated August-September, 1927 and recorded in Plat Book F at page 24. TMS# 09313-03-21.

This being the same property conveyed to Sand Dollar 31, LLC by that deed of Master of Equity for Richland County by deed dated July 20, 2006 and recorded August 2, 200 6 in Record Book 1213 at page 554

TMS: 09313-03-21

9. The Mortgage was signed, witnessed and probated July 24, 2006; thereafter, the Mortgage was recorded in the Office of the RMC/ROD for Richland County on August 16, 2006, in Mortgage Book 1218 at Page 2100. A copy of the Mortgage is attached hereto, incorporated by reference herein and marked as **Exhibit "B".**

10. The Mortgage evidences and secures the repayment of money advanced by Plaintiff or its predecessor in interest to, or on behalf of, the mortgagor(s) and constitutes a first lien on the mortgaged premises.

11. In order to better secure payment and performance of the said Note and Mortgage, and also as a condition of Plaintiff, or Plaintiff's predecessor in interest, agreeing to extend the loan to the Borrower, Defendant Rhonda Meisner executed and delivered a Guaranty in favor of Plaintiff, or Plaintiff's predecessor in interest, its successors and assigns, dated July 24, 2006, absolutely and

unconditionally guaranteeing the payment of the entire indebtedness under the terms of the Note (the "Guaranty"). A copy of the Guaranty is attached hereto, incorporated by reference herein and marked as **Exhibit "C".**

12. The Note, Mortgage and Guaranty are collectively referred to herein as the "Loan Documents".

13. After all payments received by the Plaintiff have been credited to the subject loan, the loan is in default, and the conditions of the Loan Documents have been broken. Plaintiff elects to and does declare the entire balance of said indebtedness due and payable, and that there is due the principal sum of $48,698.20, with interest, advances, late charges, and also for the costs and disbursements of this action, including attorney's fees.

FOR A FIRST CAUSE OF ACTION
(Reformation of the Deed)

14. Plaintiff hereby reiterates all of the foregoing allegations fully as if set forth verbatim, and which are incorporated herein by reference.

15. Heretofore, on or about July 24, 2006, Sand Dollar 31, LLC, made, executed and delivered a certain Balloon Note ("Note") in the original principal sum of $31,140.00, payable in monthly installments of principal and interest.

16. In order to secure the payment of the Note according to the terms and conditions thereof, Sand Dollar 31, LLC made, executed and delivered unto South Carolina Bank and Trust, N.A. a certain real estate Mortgage covering the previously described property and any and all improvements to the property.

17. The Mortgage was signed, witnessed and probated July 24, 2006; thereafter, the Mortgage was recorded in the Office of the RMC/ROD for Richland County on August 16, 2006, in Mortgage Book 1218 at Page 2100.

18. The Borrower acquired the property securing the aforementioned mortgage by deed dated July 20, 2006 and recorded in Record Book 1213 at Page 554, in the Office of the Register of Deeds for Richland County, South Carolina.

19. The grantee name as shown on said deed is defective.

20. Through inadvertence or mistake, a space in between "Sand" and "Dollar" in the intended grantee name of "Sand Dollar 31, LLC" was omitted from the recorded Deed. Upon review of the recorded documents related to the subject property and the records of the South Carolina Secretary of State, Plaintiff is informed and believes that the grantee name should read as follows: Sand Dollar 31, LLC.

FOR A SECOND CAUSE OF ACTION
(Against Defendant Sand Dollar 31, LLC)
(Foreclosure of Mortgage and Deficiency Judgment)

21. Plaintiff hereby reiterates all of the foregoing allegations fully as if set forth verbatim, and which are incorporated herein by reference.

22. That according to the terms and conditions of the Note, it is provided that, in the event of default in the payment of any installment when due, or in the event of default under the Mortgage, the unpaid principal balance of the Note, all unpaid accrued interest and all other indebtedness or charges secured or to be secured by the Mortgage, may be declared by the holder immediately due and payable.

23. Pursuant to the Loan Documents, the unpaid principal balance of the Note, all unpaid accrued interest and all other indebtedness or charges secured or to be secured by the Mortgage, has been declared by the Plaintiff immediately due and payable.

24. Plaintiff has made demand upon Borrower for immediate payment in full of the total amount then due and owing on the Note, in response to which Borrower failed to provide payment in full.

25. The Mortgage provides that if Plaintiff institutes any suit or action to enforce any of the terms of the Mortgage, Plaintiff shall be entitled to recover all costs and expenses incurred by Plaintiff, including but not limited to attorney's fees, court costs and other legal expenses.

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

27. Pursuant to the terms of the Mortgage and applicable state law, Plaintiff requests the mortgage be foreclosed and that the property be sold at public auction in accordance with law, subject to any liens for taxes, special assessments of record against such property, and existing easements or restrictions of record.

28. Plaintiff has the right to seek a deficiency judgment against the Borrower, Defendant Sand Dollar 31, LLC. That in the event that the net amount realized by the Plaintiff upon the sale of the subject property is insufficient to pay in full the total indebtedness of the Plaintiff, including costs of collection, the Plaintiff demands a personal judgment against said Defendant in the amount of such deficiency.

FOR A THIRD CAUSE OF ACTION
(Against Defendant Sand Dollar 31, LLC)
(Breach of Contract)

29. Plaintiff hereby reiterates all of the foregoing allegations fully as if set forth verbatim, and which are incorporated herein by reference.

30. Plaintiff made demand upon Borrower for immediate payment in full of the total amount then due and owing on the Note, in response to which Borrower failed to provide payment in full.

31. It has become and is necessary for the Plaintiff to employ legal counsel to prosecute this action, and that the fee for the services of the Plaintiff's counsel should, according to the terms of the Note, be added to the amount of the debt.

32. There is currently due and owing on the Note the principal sum of $48,698.20, with interest from and after the date of default, at the rate or rates, as provided in the Note, as well as all accrued and unpaid interest, all costs of collection, including, but not limited to, reasonable attorneys' fees and court costs; and Plaintiff is entitled to judgment against Borrower in that amount.

FOR A FOURTH CAUSE OF ACTION
(Against Defendant Rhonda Meisner)
(Breach of Personal Guaranty)

33. Plaintiff hereby reiterates all of the foregoing allegations fully as if set forth verbatim, and which are incorporated herein by reference.

34. According to the terms of the Guaranty, Defendant **Rhonda Meisner** irrevocably, absolutely and unconditionally guaranteed to Plaintiff the full payment and prompt performance of each and every obligation of the Borrower, and agreed to pay upon demand all of the principal amount of the Note, interest thereon and all collection costs, expenses, and reasonable attorney's fees.

35. Guarantor agreed that the Guaranty would continue in full force until all indebtedness of the Borrower under the terms of the Loan Documents shall have been fully and finally paid and satisfied, and all of Guarantor's obligations under the Guaranty had been performed in full.

36. Pursuant to the terms of the Guaranty, Plaintiff is not required to resort for payment, or to proceed directly against any person or entity, including Borrower.

37. Plaintiff has made demand upon Guarantor for immediate payment in full of the total amount then due and owing on the Note, in response to which Guarantor failed to provide payment in full.

38. There is currently due and owing on the Note the principal sum of $48,698.20 with interest from and after the date of default, at the rate or rates, as provided in the Note, as well as all accrued and unpaid interest, all costs of collection, including, but not limited to, reasonable attorney's fees and court costs; and Plaintiff is entitled to judgment against Guarantor in that amount.

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

(1) Under the direction of this Court, ascertain and determine the amount due upon the Note and Mortgage held by Plaintiff together with attorney's fees and costs of this action.

(2) Declare Plaintiff's Mortgage a first lien and render judgment of foreclosure for the amount so found to be due and owing thereon, together with any ad valorem taxes, or insurance premiums, and any other expenses which may be due and have been advanced by Plaintiff, with reasonable attorney's fees, and for the costs of this action.

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

(4) Appoint a Receiver to collect the rents, issues, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.

(5) Under the direction of this Court, sell the mortgaged premises, bar any equity of redemption, and apply the proceeds of sale as follows:

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

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

Third, to the distribution of any surplus pursuant to Rule 71, of the South Carolina Rules of Civil Procedure;

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

(7) On the First Cause of Action, for an order granting Plaintiff reformation of the Deed to correct the grantee name as set forth herein; and

(8) On the Second Cause of Action, for an order granting the Plaintiff a deficiency judgment against Defendant Sand Dollar 31, LLC, in the event that the proceeds of the sale of the mortgaged property are insufficient to pay in full the indebtedness, including costs of collection;

(9) On the Third Cause of Action a judgment against Borrower in the amount set forth above;

(10) On the Fourth Cause of Action, for an order granting Plaintiff a judgment against Guarantors in the amount set forth above, less any sums which Plaintiff may recover from Borrower on the Note; and

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

Rogers Townsend & Thomas, PC
ATTORNEY FOR PLAINTIFF
Teri K. Stomski (SC Bar # 65250)
220 Executive Center Drive
Columbia, SC 29210
Post Office Box 100200 (29202)
(803) 771-7900

Columbia, South Carolina
September 20, 2011

EXHIBIT A

SAND DOLLAR 31, LLC 1 CHESTER ROAD BLYTHEWOOD, SC 29016 BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.	SOUTH CAROLINA BANK AND TRUST, NA 950 JOHN C CALHOUN DRIVE PO BOX 9007 ORANGEBURG, SC 29115 LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	RESP CODE 526 Loan Number [redacted] Date 07-24-2006 Maturity Date 07-15-2007 Loan Amount $ 31,140.00 Renewal Of

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of THIRTY ONE THOUSAND ONE HUNDRED FORTY AND NO/100 Dollars $ 31,140.00

☒ **Single Advance:** I will receive all of this principal sum on 07-24-2006. No additional advances are contemplated under this note.

☐ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of $_____ and future principal advances are contemplated.

Conditions: The conditions for future advances are _____

☐ **Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on _____.

☐ **Closed End Credit:** You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from 07-24-2006 at the rate of 8.500% per year until 07-15-2007.

☐ **Variable Rate:** This rate may then change as stated below.

☐ **Index Rate:** The future rate will be _____ the following index rate: _____

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ **Frequency and Timing:** The rate on this note may change as often as _____. A change in the interest rate will take effect _____.

☐ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ %. The rate may not change more than _____ % each _____.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

☐ _____.

ACCRUAL METHOD: Interest will be calculated on a ACTUAL/360 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to _____.

☒ **LATE CHARGE:** If a payment is not made within 10 days after it is due, I agree to pay a late charge of 5.000% OF THE LATE AMOUNT WITH A MIN OF $25.00.

☐ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☐ are ☐ are not included in the principal amount above: _____.

PAYMENTS: I agree to pay this note as follows:
11 MONTHLY INTEREST PAYMENTS RANGING FROM $181.76 TO $227.93 BEGINNING 08-15-2006 AND 1 PAYMENT OF $31,360.58 ON 07-15-2007.

ADDITIONAL TERMS:

RECEIVED AUG 10 2006

☒ **SECURITY:** This note is separately secured by (describe separate document by type and date): REAL ESTATE MORTGAGE DATED 07-24-2006

(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

PURPOSE: The purpose of this loan is PURCHASE REAL ESTATE.

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

SAND DOLLAR 31, LLC

Rhonda L. Meisner

RHONDA MEISNER, MEMBER

Signature for Lender

ANNE WILSON, PRIVATE BANKER

DEFINITIONS: As used on page 1, "☒" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW: The law of the state of South Carolina will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

COMMISSIONS OR OTHER REMUNERATION: I understand and agree that any insurance premiums paid to insurance companies as part of this note will involve money retained by you or paid back to you as commissions or other remuneration.

In addition, I understand and agree that some other payments to third parties as part of this note may also involve money retained by you or paid back to you as commissions or other remuneration.

PAYMENTS: Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST: Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE: The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

ACCRUAL METHOD: The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST MATURITY RATE: For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS: If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

MULTIPLE ADVANCE LOANS: If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

SET-OFF: I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

(1) any deposit account balance I have with you;

(2) any money owed to me on an item presented to you or in your possession for collection or exchange; and

(3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

REAL ESTATE OR RESIDENCE SECURITY: If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

DEFAULT: I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES: If I am in default on this note you have, but are not limited to, the following remedies:

(1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges).

(2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein.

(3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.

(4) You may refuse to make advances to me or allow purchases on credit by me.

(5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES: I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER: I give up my rights to require you to do certain things. I will not require you to:

(1) demand payment of amounts due (presentment);

(2) obtain official certification of nonpayment (protest); or

(3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

OBLIGATIONS INDEPENDENT: I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

FINANCIAL INFORMATION: I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

NOTICE: Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first-class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION: If this loan is for a business purpose I agree to waive the right to five days' notice and a preseizure hearing prior to seizure of any personal property which may secure this loan.

DATE OF TRANSACTION	PRINCIPAL ADVANCE	BORROWER'S INITIALS (not required)	PRINCIPAL PAYMENTS	PRINCIPAL BALANCE	INTEREST RATE	INTEREST PAYMENTS	INTEREST PAID THROUGH:
				$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	

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SAND DOLLAR 31, LLC ONE CHESTER ROAD BLYTHEWOOD, SC 29016 BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.	SOUTH CAROLINA BANK AND TRUST, NA 850 JOHN C CALHOUN DRIVE PO BOX 8007 ORANGEBURG, SC 29115 LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	RESP CODE 526 Loan Number 11742509 R Date 07-31-2007 Maturity Date 07-31-2012 Loan Amount $ 50,000.00 Renewal Of 11742509

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of FIFTY THOUSAND AND NO/100 Dollars $ 50,000.00

☒ Single Advance: I will receive all of this principal sum on 07-31-2007. No additional advances are contemplated under this note.

☐ Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of $ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are _____

☐ Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on _____.

☐ Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from 07-31-2007 at the rate of 8.500% per year until 07-31-2012.

☐ Variable Rate: This rate may then change as stated below.

☐ Index Rate: The future rate will be _____ the following index rate: _____

☐ No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ Frequency and Timing: The rate on this note may change as often as _____. A change in the interest rate will take effect _____.

☐ Limitations: During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ %. The rate may not change more than _____ % each _____.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

☐ _____

ACCRUAL METHOD: Interest will be calculated on a ACTUAL/360 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to _____

☒ LATE CHARGE: If a payment is not made within 10 days after it is due, I agree to pay a late charge of 5.000% OF THE LATE AMOUNT WITH A MIN OF $25.00

☐ ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which ☐ are ☐ are not included in the principal amount above: _____

PAYMENTS: I agree to pay this note as follows:
59 MONTHLY PAYMENTS OF $437.88 BEGINNING 08-31-2007 AND 1 BALLOON PAYMENT OF $44,582.33 ON 07-31-2012.

ADDITIONAL TERMS: PREPAYMENT PROVISION: IF ANY AMOUNT OF PRINCIPAL IS PREPAID, BORROWER AGREES TO PAY TO LENDER, AT THE TIME OF PREPAYMENT, 3% OF THE AMOUNT OF PRINCIPAL PREPAID PRIOR TO THE FIRST ANNIVERSARY DATE OF THE NOTE, 2% OF THE AMOUNT OF PRINCIPAL PREPAID PRIOR TO THE SECOND ANNIVERSARY DATE OF THE NOTE AND 1% OF THE AMOUNT OF PRINCIPAL PREPAID PRIOR TO THE THIRD ANNIVERSARY DATE OF THE NOTE.

☒ SECURITY: This note is separately secured by (describe separate document by type and date): REAL ESTATE MORTGAGE DATED 07-24-2006

(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

PURPOSE: The purpose of this loan is RENEW AND CASH OUT EXISTING LOAN

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

SAND DOLLAR 31, LLC

RHONDA MEISNER, MEMBER

Signature for Lender

ANNE WILSON, PRIVATE BANKER

DEFINITIONS: As used on page 1, "☒" means the terms that apply to this loan. "I" "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW: The law of the state of South Carolina will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

COMMISSIONS OR OTHER REMUNERATION: I understand and agree that any insurance premiums paid to insurance companies as part of this note will involve money retained by you or paid back to you as commissions or other remuneration.

In addition, I understand and agree that some other payments to third parties as part of this note may also involve money retained by you or paid back to you as commissions or other remuneration.

PAYMENTS: Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST: Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE: The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

ACCRUAL METHOD: The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST MATURITY RATE: For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS: If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

MULTIPLE ADVANCE LOANS: If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

SET-OFF: I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

(1) any deposit account balance I have with you;

(2) any money owed to me on an item presented to you or in your possession for collection or exchange; and

(3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

REAL ESTATE OR RESIDENCE SECURITY: If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

DEFAULT: I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES: If I am in default on this note you have, but are not limited to, the following remedies:

(1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges).

(2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein.

(3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.

(4) You may refuse to make advances to me or allow purchases on credit by me.

(5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES: I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER: I give up my rights to require you to do certain things. I will not require you to:

(1) demand payment of amounts due (presentment);

(2) obtain official certification of nonpayment (protest); or

(3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

OBLIGATIONS INDEPENDENT: I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

FINANCIAL INFORMATION: I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

NOTICE: Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION: If this loan is for a business purpose I agree to waive the right to five days' notice and a preseizure hearing prior to seizure of any personal property which may secure this loan.

DATE OF TRANSACTION	PRINCIPAL ADVANCE	BORROWER'S INITIALS (not required)	PRINCIPAL PAYMENTS	PRINCIPAL BALANCE	INTEREST RATE	INTEREST PAYMENTS	INTEREST PAID THROUGH
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	

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EXHIBIT B

Book 1218-2100
2006073884 08/18/2006 09:12:23:150 Mortgage
Fee:$18.00 County Tax:$0.00 State Tax:$0.00

2006073884 John O. Norris Richland County ROD

This document was prepared by (name, address, phone):
SOUTH CAROLINA BANK AND TRUST, N.A.
950 JOHN C. CALHOUN DRIVE
ORANGEBURG, SC 29115
(803) 534-2175

State of South Carolina — Space Above This Line For Recording Data

REAL ESTATE MORTGAGE
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is 07-24-2006 and the parties and their addresses are as follows:

MORTGAGOR: SAND DOLLAR 31, LLC
1 CHESTER ROAD
BLYTHEWOOD, SC 29016

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors.

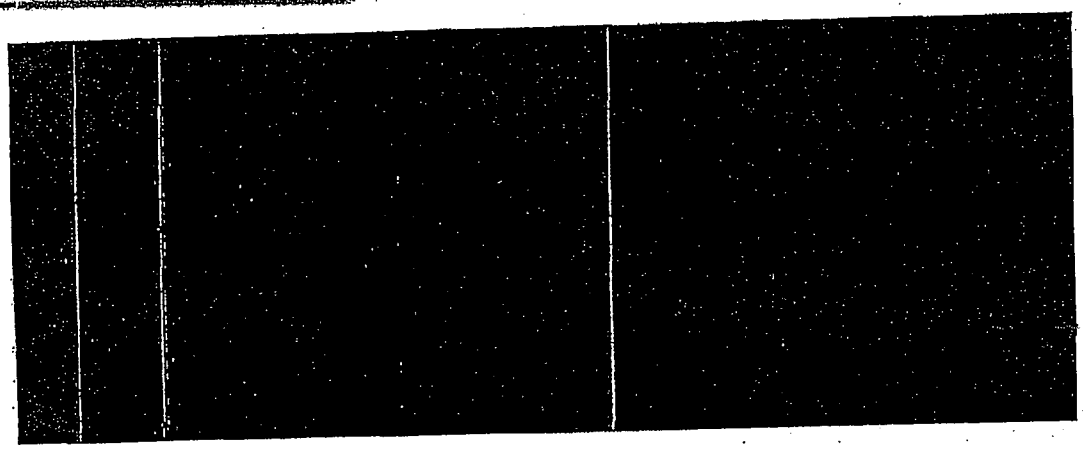
LENDER: SOUTH CAROLINA BANK AND TRUST, NA
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
950 JOHN C CALHOUN DRIVE
PO BOX 9007 ORANGEBURG, SC 29115

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:
SEE ADDENDUM ATTACHED

The property is located in RICHLAND (County) at 4824 LINDEN STREET (Address), COLUMBIA (City), South Carolina 29203 (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

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3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed $ 62,280.00 . This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Interest under the Note will be deferred, accrued or capitalized; however, Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.

4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:
   A. The promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt) *(e.g., borrower's name, note amount, interest rate, maturity date)*:

      NOTE DATED 07-24-2008 IN THE AMOUNT OF $31,140.00 IN THE NAME OF SAND DOLLAR 31, LLC

   B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt.
   C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
   D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
   E. Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt.

   If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Mortgage or if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage.

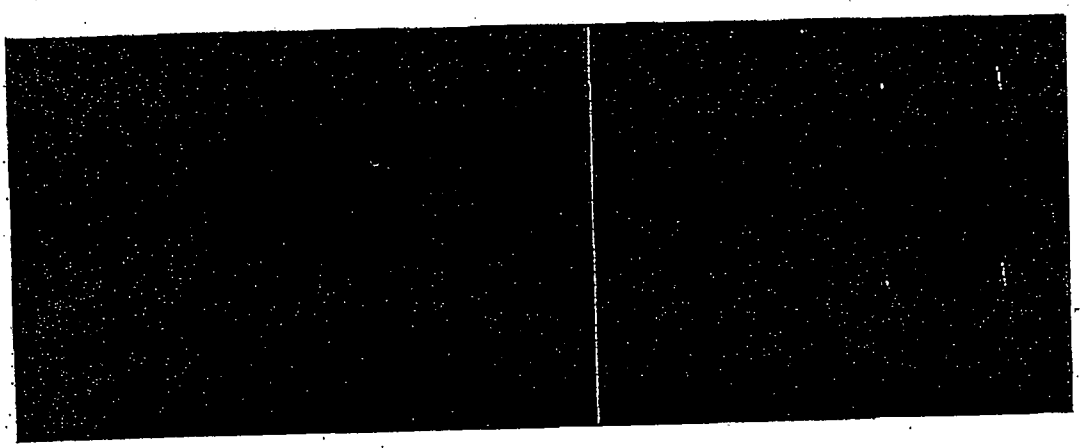
6. **WARRANTY OF TITLE.** Mortgagor covenants that Mortgagor is lawfully seized of the estate conveyed by this Mortgage and has the right to grant, bargain, convey, sell, and mortgage the Property and warrants that the Property is unencumbered, except for encumbrances of record.

7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Mortgage. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the Property.

8. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Mortgage, Mortgagor agrees:
   A. To make all payments when due and to perform or comply with all covenants.
   B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
   C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Mortgagor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest in all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Mortgage is released.

(page 2 of 3)



10. TRANSFER OF AN INTEREST IN THE MORTGAGOR. If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if (1) a beneficial interest in Mortgagor is sold or transferred; (2) there is a change in either the identity or number of members of a partnership or similar entity; or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity. However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Mortgage.

11. ENTITY WARRANTIES AND REPRESENTATIONS. If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall be continuing as long as the Secured Debt remains outstanding:

A. Mortgagor is an entity which is duly organized and validly existing in the Mortgagor's state of incorporation (or organization). Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.

B. The execution, delivery and performance of this Mortgage by Mortgagor and the obligation evidenced by the Evidence of Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.

C. Other than disclosed in writing Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

12. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will give Lender prompt notice of any loss or damage to the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property. Mortgagor will comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. Mortgagor also agrees that the nature of the occupancy and use will not change without Lender's prior written consent.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Mortgage. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

13. AUTHORITY TO PERFORM. If Mortgagor fails to perform any of Mortgagor's duties under this Mortgage, or any other mortgage, deed of trust, security agreement or other lien document that has priority over this Mortgage, Lender may, without notice, perform the duties or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the Property. This may include completing the construction.

Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Mortgage. Any amounts paid by Lender for insuring, preserving or otherwise protecting the Property and Lender's security interest will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time according to the terms of the Evidence of Debt.

14. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property).

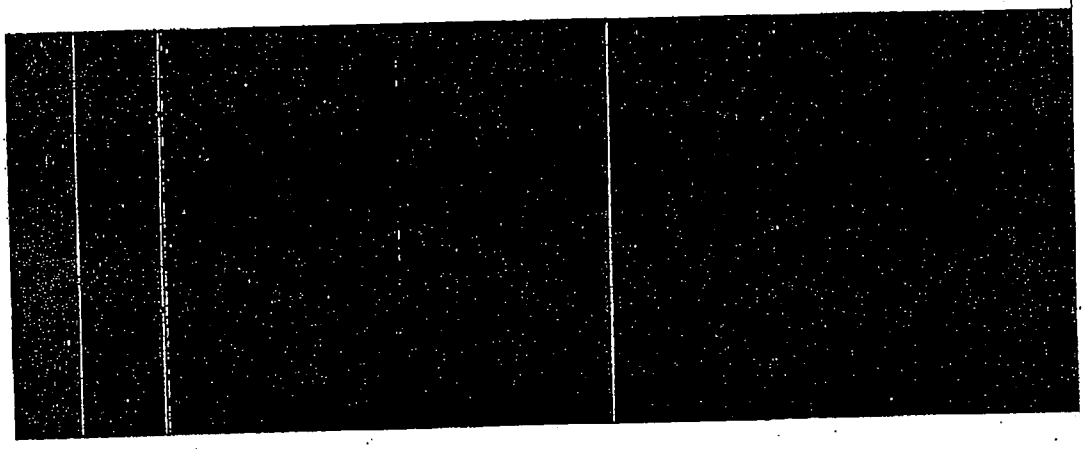
A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive

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any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment.

As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

15. CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

16. DEFAULT. Mortgagor will be in default if any of the following occur:

A. Any party obligated on the Secured Debt fails to make payment when due;
B. A breach of any term or covenant in this Mortgage, any prior mortgage or any construction loan agreement, security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt;
C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any person or entity obligated on the Secured Debt;
E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

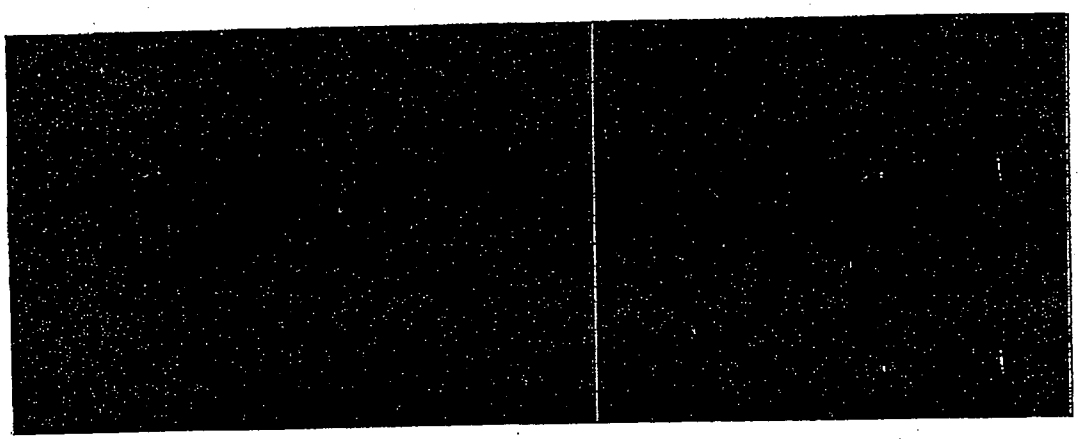
17. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Mortgage in a manner provided by law if this Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the Evidence of Debt, other evidences of debt, this Mortgage and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Mortgage. Mortgagor will also pay on demand all of Lender's expenses incurred in collecting, insuring, preserving or protecting the Property or in any inventories, audits, inspections or other examination by Lender in respect to the Property. Mortgagor agrees to pay all costs and expenses incurred by Lender in enforcing or protecting Lender's rights and remedies under this Mortgage, including, but not limited to, attorneys' fees, court costs, and other legal expenses. Once the Secured Debt is fully and finally paid, Lender agrees to release this Mortgage and Mortgagor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, as provided in the Evidence of Debt and as permitted by law.

19. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has

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characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Mortgagor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing:

A. No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

D. Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.

F. There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Mortgage and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Mortgage without prejudice to any of Lender's rights under this Mortgage.

L. Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Mortgage regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

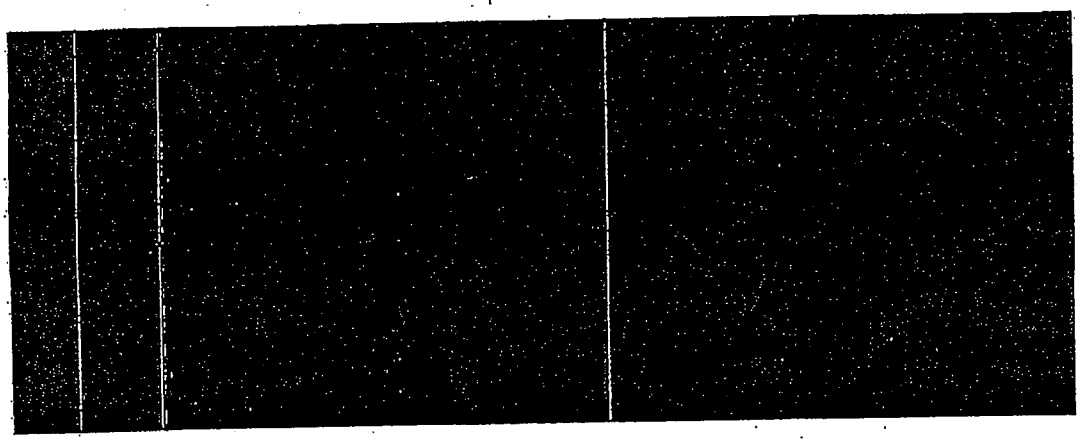
20. CONDEMNATION. Mortgagor will give Lender prompt notice of any action, real or threatened, by private or public entities to purchase or take any or all of the Property, including any easements, through condemnation, eminent domain, or any other means. Mortgagor further agrees to notify Lender of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part of it. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Mortgage. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

21. INSURANCE. Mortgagor agrees to maintain insurance as follows:

A. Mortgagor shall keep the Property insured against loss by fire, theft and other hazards and risks reasonably associated with the Property due to its type and location. Other hazards and risks may include, for example, coverage against loss due to floods or flooding. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding three sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Mortgage.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "lender loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

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Unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay the Secured Debt whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.

C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

22. **NO ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

23. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem necessary. Mortgagor warrants that all financial statements and information Mortgagor provides to Lender are, or will be, accurate, correct, and complete. Mortgagor agrees to sign, deliver, and file as Lender may reasonably request any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Mortgage and Lender's lien status on the Property. If Mortgagor fails to do so, Lender may sign, deliver, and file such documents or certificates in Mortgagor's name and Mortgagor hereby irrevocably appoints Lender or Lender's agent as attorney in fact to do the things necessary to comply with this section.

24. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Mortgage are joint and individual. If Mortgagor signs this Mortgage but does not sign the Evidence of Debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. Mortgagor agrees that Lender and any party to this Mortgage may extend, modify or make any change in the terms of this Mortgage or the Evidence of Debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Mortgage. The duties and benefits of this Mortgage shall bind and benefit the successors and assigns of Mortgagor and Lender.

If this Mortgage secures a guaranty between Lender and Mortgagor and does not directly secure the obligation which is guaranteed, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation including, but not limited to, anti-deficiency or one-action laws.

25. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Mortgage is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Mortgage is complete and fully integrated. This Mortgage may not be amended or modified by oral agreement. Any section or clause in this Mortgage, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section or clause of this Mortgage cannot be enforced according to its terms, that section or clause will be severed and will not affect the enforceability of the remainder of this Mortgage. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage. Time is of the essence in this Mortgage.

26. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Mortgage, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

27. **WAIVER OF HOMESTEAD.** Except to the extent prohibited by law, Mortgagor waives all homestead exemption rights relating to the Property.

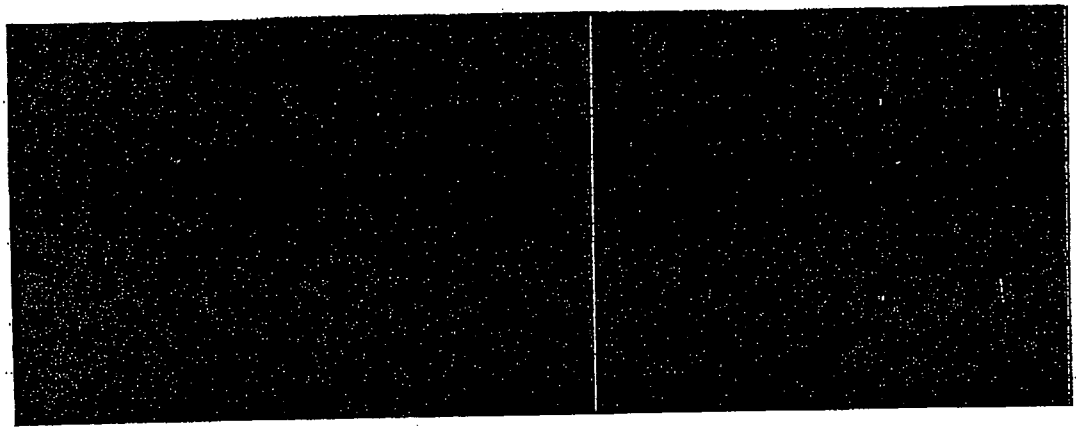
28. **U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Mortgage:

☐ **Construction Loan.** This Mortgage secures an obligation incurred for the construction of an improvement on the Property.

☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.

☐ **Crops; Timber; Minerals; Rents, Issues and Profits.** Mortgagor grants to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").

(page 6 of 8)



☐ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

☐ **Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Mortgage is sufficient as a financing statement.

29. OTHER TERMS. If checked, the following are applicable to this Mortgage:

☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.

☒ **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 thirty 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. 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.

☐ **Separate Assignment.** The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.

☐ **Additional Terms.**

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1.

☐ Actual authority was granted to the parties signing below by resolution signed and dated _____.

Entity Name: SAND DOLLAR 31, LLC

Rhonda L Meisner (Seal)
(Signature) RHONDA MEISNER, MEMBER (Date)

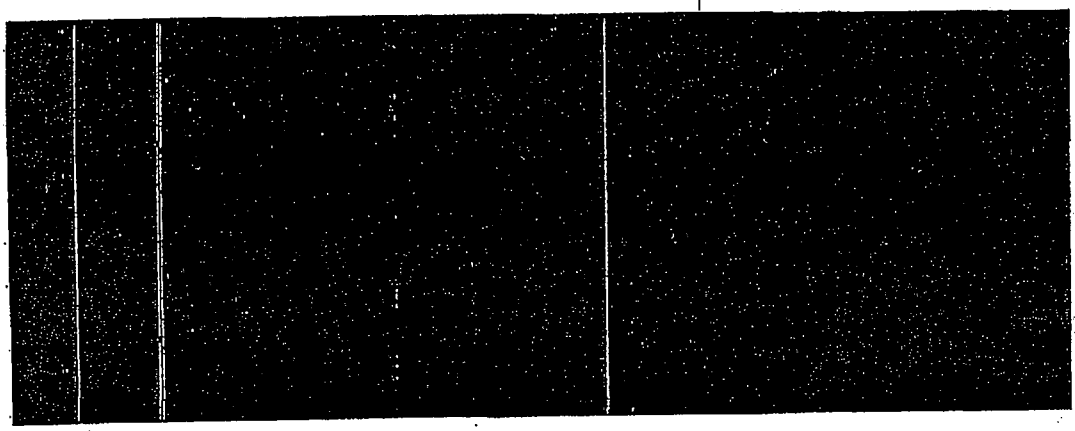
_____ (Seal)
(Signature) (Date)

Signed, sealed and delivered in the presence of:

_____
(Witness)

Rachel E. DeBruhl
(Witness)

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors, signatures and acknowledgments.



PROBATE:

STATE OF SOUTH CAROLINA, COUNTY OF Richland) ss.

Personally appeared before me the undersigned witness who, being duly sworn, deposed and said that (s)he saw the Mortgagor (and each Mortgagor if more than one) sign, seal and deliver the foregoing Mortgage and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Sworn to and subscribed before me this 24TH day

of JULY, 2006

Rachel E. DeBruhl

Notary Public for South Carolina

My commission expires: 4/29/07

GEORGE E. LAFFITE III NOTARY PUBLIC EXP. April 29, 2007 SOUTH CAROLINA

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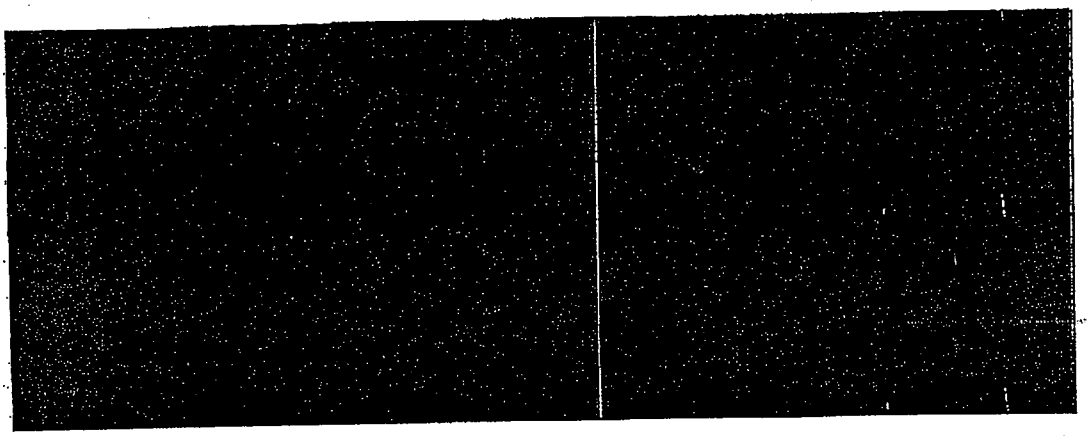


EXHIBIT "A"
(Property Description)

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being on the eastern side of Linden Street, in or near the Town of Eau Claire in the County of Richland, State of South Carolina; said lot being composed of and embracing Lot No. 12, 13, and 14 in Block 6 upon a plat of College View Subdivision, prepared by surveyors Clodfelder and Schisler, dated August-September, 1927, and recorded in Plat Book F at page 24.

This is the property conveyed to the mortgagor by deed of Joseph M. Strickland, Master - in - Equity for Richland County dated July 2006, ~~to be recorded herewith~~ Recorded Book 1213 page 554 in the Office of Register of Deeds for Richland County.

TMS: 09313-03-21

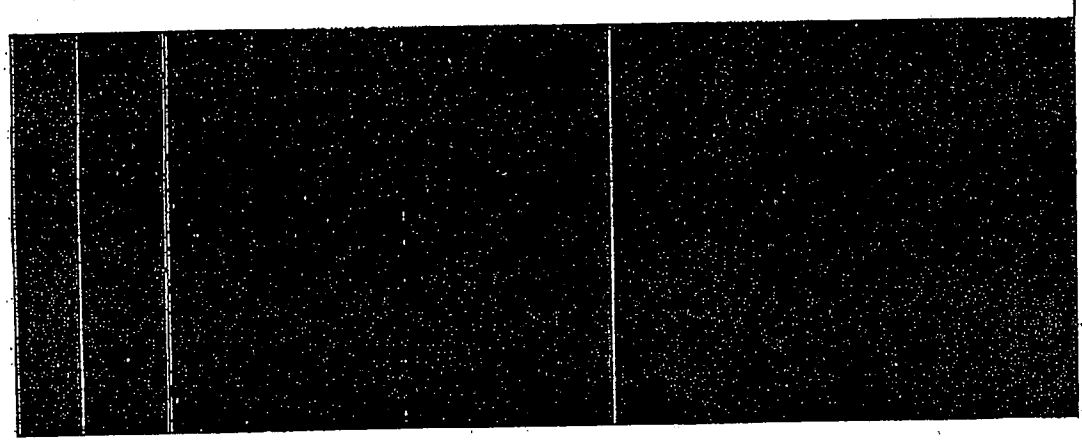


EXHIBIT C

GUARANTY

ORANGEBURG (City), SOUTH CAROLINA (State)

JULY 24, 2006

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce SOUTH CAROLINA BANK AND TRUST, NA (herein, with its participants, successors and assigns, called "Lender"), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of SAND DOLLAR 31, LLC (herein called "Borrower") or to engage in any other transactions with Borrower, the Undersigned hereby absolutely and unconditionally guarantees to Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

A. If this ☒ is checked, the Undersigned guarantees to Lender the payment and performance of the debt, liability or obligation of Borrower to Lender evidenced by or arising out of the following: NOTE DATED 07-24-2006 IN THE AMOUNT OF $31,140.00 IN THE NAME OF SAND DOLLAR 31, LLC and any extensions, renewals or replacements thereof (hereinafter referred to as the "Indebtedness").

B. If this ☐ is checked, the Undersigned guarantees to Lender the payment and performance of each and every debt, liability and obligation of every type and description which Borrower may now or at any time hereafter owe to Lender (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; all such debts, liabilities and obligations being hereinafter collectively referred to as the "Indebtedness"). Without limitation, this guaranty includes the following described debt(s): .

The Undersigned further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Undersigned hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the Undersigned or modify, reduce, limit or release the liability of the Undersigned hereunder.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue to be in force and be binding upon the Undersigned, whether or not all Indebtedness is paid in full, until this guaranty is revoked by written notice actually received by the Lender, and such revocation shall not be effective as to Indebtedness existing or committed for at the time of actual receipt of such notice by the Lender, or as to any renewals, extensions and refinancings thereof. If there be more than one Undersigned, such revocation shall be effective only as to the one so revoking. The death or incompetence of the Undersigned shall not revoke this guaranty, except upon actual receipt of written notice thereof by Lender and then only as to the decedent or the incompetent and only prospectively, as to future transactions, as herein set forth.

3. If the Undersigned shall be dissolved, shall die, or shall be or become insolvent (however defined) or revoke this guaranty, then the Lender shall have the right to declare immediately due and payable, and the Undersigned will forthwith pay to the Lender, the full amount of all Indebtedness, whether due and payable or unmatured. If the Undersigned voluntarily commences or there is commenced involuntarily against the Undersigned a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

4. The liability of the Undersigned hereunder shall be limited to a principal amount of $ 31,140.00 (if unlimited or if no amount is stated, the Undersigned shall be liable for all Indebtedness, without any limitation as to amount), plus accrued interest thereon and all other costs, fees, and expenses agreed to be paid under all agreements evidencing the Indebtedness and securing the payment of the Indebtedness, and all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the Undersigned hereunder. The Lender may apply any sums received by or available to Lender on account of the Indebtedness from Borrower or any other person (except the Undersigned), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the Undersigned hereunder. If the liability of the Undersigned is limited to a stated amount pursuant to this paragraph 4, any payment made by the Undersigned under this guaranty shall be effective to reduce or discharge such liability only if accompanied by a written transmittal document, received by the Lender, advising the Lender that such payment is made under this guaranty for such purpose.

5. The Undersigned will pay or reimburse Lender for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

This guaranty includes the additional provisions on page 2, all of which are made a part hereof.

This guaranty is ☒ unsecured; ☐ secured by a mortgage or security agreement dated ; ☐ secured by .

IN WITNESS WHEREOF, this guaranty has been duly executed by the Undersigned the day and year first above written.

Rhonda L Meisner

RHONDA MEISNER

"Undersigned" shall refer to all persons who sign this guaranty, severally and jointly.

ADDITIONAL PROVISIONS

6. Whether or not any existing relationship between the Undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Undersigned and without any notice to the Undersigned. The liability of the Undersigned shall not be affected or impaired by any of the following acts or things (which Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the Undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under §1111(b)(2) of the United States Bankruptcy Code.

7. The Undersigned waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Undersigned will not assert, plead or enforce against Lender any defense of waiver, release, statute of limitations, res judicata, statute of frauds, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against Lender to Borrower or any such other person, whether or not on account of a related transaction. The Undersigned expressly agrees that the Undersigned shall be and remain liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Undersigned shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though the Borrower's obligations had not been discharged.

8. The Undersigned further agrees that the Undersigned shall be and remain obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. "Indebtedness" shall include post-bankruptcy petition interest and attorneys' fees and any other amounts which Borrower is discharged from paying or which do not otherwise accrue to Indebtedness due to Borrower's discharge, and the Undersigned shall remain obligated to pay such amounts as though Borrower's obligations had not been discharged.

9. If any payment applied by Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

10. Until the obligations of the Borrower to Lender have been paid in full, the Undersigned waives any claim, remedy or other right which the Undersigned may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Undersigned's obligation under this guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any right to participate in any claim or remedy the Undersigned may have against the Borrower, collateral, or other party obligated for Borrower's debts, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law.

11. The Undersigned waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. Lender shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

12. The liability of the Undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the Undersigned to Lender as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

13. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all the Undersigned. This guaranty shall be effective upon delivery to Lender, without further act, condition or acceptance by Lender, shall be binding upon the Undersigned and the heirs, representatives, successors and assigns of the Undersigned and shall inure to the benefit of Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable. Except as authorized by the terms herein, this guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Undersigned and Lender. This guaranty shall be governed by the laws of the State in which it is executed. The Undersigned waives notice of Lender's acceptance hereof.

Expere® ©Bankers Systems, Inc., St. Cloud, MN 56301 FORM M-240 9/7/2006 (For Corporate Guarantor use M-250)

_____ _____

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND SCBT, N.A., Plaintiff, v. Sand Dollar 31, LLC; Rhonda Meisner, Defendants.	IN THE COURT OF COMMON PLEAS DOCKET NO. 11-CP-40-6317 ANSWER & COUNTERCLAIM

JEANETTE W. McBRIDE
C.P. & G.S.
2012 JAN 19 PM 4:32
RICHLAND COUNTY
FILED

TO: TERI STOMSKI, ESQ. ATTORNEY FOR THE PLAINTIFF AND TO THE PLAINTIFF ABOVE NAMED

Defendants, Sand Dollar 31, LLC and Rhonda Meisner, answering the Complaint of the Plaintiff herein would respectfully show unto the Court as follows:

FIRST DEFENSE
(General Denial)

1. Each and every allegation of the Complaint not herein specifically admitted, qualified or explained is denied.

2. Upon information and belief the allegations in paragraphs 1-10, 12, 15-21, 23-26, 31, 38, 41-50 are admitted.

3. Paragraph 11 is admitted only to the extent it alleges that Defendant Rhonda Meisner executed a guarantee for the Defendant Sand Dollar. Defendant Rhonda Meisner's guarantee; however, is subject to the provisions of S.C. Code § 29-3-660 *et. seq.* The amount of any funds Defendant Meisner is obligated to pay pursuant to the guarantee, if any, is subject to reduction based on the appraised value of the subject property.

4. Paragraph 13 is admitted only to the extent it alleges the Plaintiff has received payments from the Defendant and that the loan is in default. The Defendant is without sufficient information at this time to admit or deny the sum owing is $48,698.20 and demands strict proof thereof.

5. Paragraphs 14, 22, 30 and 34 require no response; however, to the extent a response is required the allegations inconsistent with the Defendant's previous responses are denied.

6. Paragraph 27 is denied.

7. Paragraph 28 does not require a response; however, to the extent a response is required the allegations contained in Paragraph 28 are denied.

8. Paragraph 29 is admitted only to the extent that the Plaintiff has the right to seek a deficiency judgment.

9. Paragraph 32 is denied; the Defendant attempted in good faith to work out a settlement that would avoid foreclosure.

10. Paragraph 33 is admitted only to the extent that the Defendant owes some amount to the Plaintiff; however, the Defendant is without sufficient information at this time to admit or deny the sum owing is $48,698.20 and demands strict proof thereof.

11. Paragraph 35 is admitted only to the extent it alleges that Defendant Rhonda Meisner executed a guarantee for the Defendant Sand Dollar. Defendant Rhonda Meisner's guarantee; however, is subject to the provisions of S.C. Code § 29-3-660 *et. seq*. The amount of any funds Defendant Meisner is obligated to pay pursuant to the guarantee, if any, is subject to reduction based on the appraised value of the subject property.

12. As to the allegations contained in Paragraph 36 the Defendant craves reference to the guarantee attached to the Complaint for the exact terms of the guarantee agreement.

13. As to the allegations contained in Paragraph 37 the Defendant craves reference to the guarantee attached to the Complaint for the exact terms of the guarantee agreement.

14. Paragraph 39 is admitted only to the extent that it claims Defendant Rhonda Meisner executed a guarantee for the Defendant Sand Dollar. Defendant Rhonda Meisner's guarantee; however, is subject to the provisions of S.C. Code § 29-3-660 *et. seq*. The Defendant cannot admit the amount claimed and demands strict proof thereof.

SECOND DEFENSE
(Estoppel)

15. The Plaintiff should be estopped to foreclose. The Plaintiff induced the Defendant into entering into the loan through its "private banking" system and indicated that the Defendant would be receive special considerations that were not available to the general public who were not part of the "private banking" system. The Defendant was led to believe that the Plaintiff would work with the Defendant should any problems arise in connection with the loan. When problems did arise the Plaintiff removed the Defendant from its "private banking" system and refused to work with the Defendant to resolve the problems with the loan.

FIFTH DEFENSE
(Unclean Hands)

16. The Plaintiff's request to foreclose should be denied under the unclean hands doctrine. The Plaintiff induced the Defendant into entering into the loan through its "private banking" system and indicated that the Defendant would be receive special considerations that were not available to the general public who were not part of the "private banking" system. The Defendant was led to believe that the Plaintiff would work with the Defendant should any problems arise in connection with the loan. When problems did arise the Plaintiff removed the Defendant from its "private banking" system and refused to work with the Defendant to resolve the problems with the loan.

COUNTERCLAIM

FIRST CAUSE OF ACTION
(Declaratory Judgment)

17. Defendant incorporates the allegations contained above as if fully set forth verbatim.

18. Upon information and belief the Defendants are entitled to a declaratory judgment pursuant to S.C.R.C.P. 57 and S.C. Code Ann. §§15-53-10 through 15-15-140 to determine a question in actual controversy between or among the parties as to their respective rights and liabilities under a Note, Mortgage and Guarantee Agreement pertaining to real property located at 8391 Winnsboro Road Blythewood, SC 29016 and more particularly described in the Plaintiff's Complaint, which is incorporated by reference and to determine the respective rights and obligations of the parties with respect to the amount of any deficiency judgment due and owing, and to determine the appraisal rights of the respective parties.

19. Defendant Sand Dollar executed a mortgage that purported to waive its rights to an appraisal pursuant to state law. SC Code § 29-3-680 provides that "a defendant against whom a personal judgment may be taken on a real estate secured transaction may waive the appraisal rights as provided by this section if the debtors, makers, borrowers and/or guarantors are notified in writing before the transaction that a waiver of appraisal rights will be required and upon signing a statement during the transaction..."

20. Defendant Sand Dollar was not notified in writing before the transaction that a waiver of appraisal rights would be required. The only written information about the waiver of appraisal rights was contained in the mortgage itself, which was not provided "before" the transaction it was provided during the transaction.

21. The guarantor, Defendant Rhonda Meisner, was likewise not notified in writing before the transaction that a waiver of appraisal rights would be required. Moreover, Defendant Rhonda Meisner did not sign a statement "during the transaction" waiving appraisal rights.

22. Defendant Rhonda Meisner seeks a declaratory judgment that she retained her statutory appraisal rights; that the appraised value will be substituted for the high bid at the foreclosure auction if the appraised value is greater than the high bid and that the amount she would be obligated to pay, if any, pursuant to her guarantee will be reduced accordingly.

23. Defendant Sand Dollar seeks a declaratory judgment that its purported waiver of appraisal rights is not valid, as Sand Dollar was not notified in writing before the transaction that a waiver of appraisal rights would be required. Second, if the Court determines that Defendant Rhonda Meisner has the appraisal rights conferred by state law then, under the circumstances, Sand Dollar should also receive the benefit of the appraisal when determining whether Sand Dollar owes any deficiency. It would be inequitable under the circumstances to deny Sand Dollar the benefit of the appraisal.

24. The Defendants pray that the Court more fully inquire into the terms and conditions of the Note, Mortgage and Guarantee Agreement and issue its declaration as to the rights, responsibilities and obligations of the parties.

25. The Defendants reserve the right to assert any further claims or defenses that may be appear disclosed

26. **WHEREFORE**, having answered the Plaintiff's Complaint the Defendant prays the Complaint be dismissed with costs and grant the relief requested in the Defendants' Counterclaim.

Respectfully submitted:

Glenn Bowens, Esquire
P.O. Box 424
Winnsboro, S.C. 29180
(803) 714-7766
Attorney for the Defendants

January 20, 2012

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

SCBT, N. A.,

Plaintiff,

v.

Sand Dollar 31, LLC; Rhonda Meisner;

Defendant(s).

(016555-00040)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 11-CP-40-6317

REPLY TO DEFENDANTS' ANSWER AND COUNTERCLAIM
Deficiency Judgment Demanded

RICHLAND COUNTY
FILED
2012 FEB 21 AM 9:52
JEANNETTE W. MCBRIDE
CLERK OF COURT
C.C. & G.S.

The Plaintiff, SCBT, N.A., by and through the undersigned counsel, hereby submits this Reply to the Answer and Counterclaim of Defendants Sand Dollar 31, LLC and Rhonda Meisner:

FOR A FIRST DEFENSE

(General Denial)

1. Plaintiff generally denies all paragraphs and allegations contained in Defendant's Answer and Counterclaim unless herein specifically admitted or qualified and demands strict proof thereof.

FOR A SECOND DEFENSE

(Specific Denial)

2. Plaintiff craves reference to the loan instruments which are the subject of the Plaintiff's action and to the public records of Richland County and denies anything that is inconsistent therewith.

3. Plaintiff specifically denies any liability, breach of duty or obligation, or wrongdoing to the extent any allegation in Defendant's Counterclaim is construed as asserting same.

4. Paragraphs 1-16 of Defendant's Answer and Counterclaim do not require a responsive pleading. To the extent that such Paragraphs could be construed to require a responsive pleading, then such paragraphs are denied to the extent that such paragraphs deny and/or fail to admit the corresponding paragraphs or allegations of Plaintiff's Complaint.

5. Paragraph 17 of Defendant's Answer and Counterclaim does not require a responsive pleading. To the extent that such Paragraph could be construed to require a responsive pleading, then such paragraph is denied.

6. Paragraph 18 of Defendant's Answer and Counterclaim is a prayer for relief in which no response is necessary. To the extent that such Paragraph could be construed to require a responsive

pleading, then such paragraph is denied.

7. Plaintiff admits so much of Paragraph 19 of Defendant's Answer and Counterclaim as states that the mortgage which is the subject of this action contains a section entitled "Waiver of Appraisal Rights" on the signature page. The remainder of paragraph 19 calls for legal conclusions to which no response is necessary, but to the extent a response is deemed required, it is denied.

8. Plaintiff admits so many of the factual allegations contained in Paragraph 20 of Defendant's Answer and Counterclaim as may be found in the public records of Richland County. Plaintiff is without information as to the truth or falsity of the remainder of the paragraph, which is therefore, denied.

9. Plaintiff admits so many of the factual allegations contained in Paragraph 21 of Defendant's Answer and Counterclaim as may be found in the public records of Richland County. Plaintiff is without information as to the truth or falsity of the remainder of the paragraph, which is therefore, denied. However, Plaintiff affirmatively alleges that Defendant Rhonda Meisner's signature appears on the mortgage and that she signed an unconditional guaranty of the loan.

10. Paragraphs 22-26 of Defendant's Answer and Counterclaim do not require a responsive pleading. To the extent that such Paragraphs could be construed to require a responsive pleading, then such paragraphs are denied. However, in as much as the Paragraphs allege the Defendants seek the benefit of appraisal rights should a deficiency exist after the final sale of the subject property, Plaintiff consents to same and does not contest the Defendants' petition for appraisal rights, should Defendants so file.

WHEREFORE, having fully answered the allegations of Defendants' Answer and Counterclaim, Plaintiff demands:

1. That this Honorable Court hereby enter judgment on its behalf as demanded in Plaintiff's Complaint;
2. That Defendants counterclaims hereby be dismissed; and
3. Any and all other relief as may be just and proper.

Rogers Townsend & Thomas, PC
ATTORNEYS FOR DEFENDANT
Teri K. Stomski (SC Bar #65250)
220 Executive Center Drive, Suite 109 Post Office Box 100200 (29202)
Columbia, SC 29210 (803) 771-7900

Columbia, South Carolina
February 15, 2012

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	DOCKET NO. 11-CP-40-6317
SCBT, N. A.,	
Plaintiff,	**CERTIFICATE OF MAILING**
	Deficiency Judgment Demanded
v.	
Sand Dollar 31, LLC; Rhonda Meisner;	
Defendant(s).	
(016555-00040)	

RICHLAND COUNTY FILED
2012 FEB 21 AM 9:52
JEANNETTE W. MCBRIDE C. & G.S.

I, the undersigned paralegal in the Law Offices of Rogers Townsend & Thomas, PC, Attorneys for SCBT, N.A., do hereby certify that I have mailed a copy of the herein below listed pleadings to the parties shown below, postage prepaid on the 17th day of February, 2012, as follows:

PLEADING: Reply to Defendant's Answer and Counterclaim of Plaintiff SCBT, N.A.

SERVED: Glenn Bowens, Esquire
P.O. Box 424
Winnsboro, SC 29180
Attorney for Defendants Sand Dollar 31, LLC and Rhonda Meisner

BY: Kathy Clark
Kathy Clark

SWORN to before me this the
17th day of February, 2012

Notary Public for South Carolina
My Commission expires: My Commission Expires July 2, 2014

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

SCBT, N. A.,

Plaintiff,

v.

Sand Dollar 31, LLC; Rhonda Meisner;

Defendant(s).

(016555-00040)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 11-CP-40-6317

ORDER OF REFERENCE

Deficiency Judgment Demanded

RICHLAND COUNTY
FILED
2012 JAN 25 AM 10:
JEANETTE C. [illegible]

Pursuant to Rules 71 and 53(b) of the South Carolina Rules of Civil Procedure, the above-entitled case is an action for foreclosure and may be referred to a Master in Equity or Special Referee in the above-entitled county by order of a circuit court judge or the clerk of court.

IT IS HEREBY ORDERED, that this action is referred to the Honorable Joseph M. Strickland, as Master in Equity to take testimony and to direct entry of final judgment in this action under Rule 53(b), SCRCP, and all matters arising from or reasonably related to such action. The Master in Equity shall retain jurisdiction to perform all necessary acts incident to this foreclosure action including issuance of a writ of assistance or issuance of any rule to show cause including but not limited to any rule to show cause why a party should not be bound by the judgment of foreclosure. Further, the Master in Equity shall retain jurisdiction to hear any action contesting the validity of the foreclosure action or sale or any motions pursuant to the South Carolina Rules of Civil Procedure including but not limited to Rule 60(b). Judicial sales will be conducted pursuant to S.C. Code Section 15-39-680 or on any other convenient sale's date as may be determined by the Master in Equity/Special Referee.

The hearing shall be held in the Office of the Honorable Joseph M. Strickland, as Master in Equity for Richland County, located at:

Richland County Judicial Center
1701 Main Street, Room 2D
Columbia, SC 29201

Jeanette W. Walker

Circuit Court Judge for Richland County or
Clerk of Court for Richland County

Columbia, South Carolina

1-25, 2012.

016555-00040

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 11-CP-40-6317

SCBT, N. A.

PLAINTIFF(S)

Sand Dollar 31, LLC; Rhonda Meisner;

DEFENDANT(S)

Submitted by:
Teri K. Stomski (SC Bar#65250)
Attorneys for the Plaintiff
Rogers Townsend & Thomas, PC
220 Executive Center Drive, Suite 109
Post Office Box 100200
Columbia, SC 29202
(803) 771-7900
(803) 343-7013 - Fax
info@rtt-law.com

Attorney for : ☑ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

FILED
RICHLAND COUNTY
2012 MAY 16 AM 10:55
JEANE [illegible] MCBRIDE
C.C.P. & G.S.

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other _____

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

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

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

ORDER INFORMATION

This order ☑ ends ☐ does not end the case.

Additional Information for the Clerk : As required by statute, a foreclosure sale has been or will be scheduled, which will officially end the case. Also, if a deficiency judgment remains demanded, a separate Order for Deficiency Judgment will be entered at the completion of the foreclosure sale.

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
SCBT, NA	Sand Dollar 31, LLC	$63,734.92
SCBT, NA	Rhonda Meisner	$63,734.92
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

[redacted]09313-03-21
Property Address: 4824 Linden Street
Columbia, SC 29203

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

Circuit Court Judge/Master in Equity/Special Referee | **Judge Code** | **Date**

For Clerk of Court Office Use Only

This judgment was entered on the 16th day of May, 2012 and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Teri K. Stomski (SC Bar #65250)
Rogers Townsend & Thomas, PC
P.O. Box 100200
Columbia, SC 29202-3400
ATTORNEY(S) FOR THE PLAINTIFF(S)
016555-00040

ATTORNEY(S) FOR THE DEFENDANT(S)

Jeanette W. McBride
CLERK OF COURT

Sand Dollar 31, LLC

Rhonda Meisner

Court Reporter:

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
JR# 2011-CP-40-6317

SCBT, N.A.,

Plaintiff (s),

vs.

Sand Dollar 31, LLC; Rhonda Meisner;

Defendant (s).

ORDER FOR DEFICIENCY JUDGEMENT

2012 AUG -8 AM 10:02
C.C.P. & G.S.

I have determined the existence of a deficiency after sale of the property which is the subject of this action in the amount of **$40,571.63** Dollars. It is now proper for this amount to be entered as a monetary judgement.

IT IS THEREFORE ORDERED that the Plaintiff, **SCBT, N.A.,** have judgment against the Defendant/s **Sand Dollar 31, LLC and Rhonda Meisner,** in the amount of **$40,571.63** Dollars.

IT IS FURTHER ORDERED that the Clerk of Court amend the Form 4 previously filed in this action to reflect this monetary judgment.

JOSEPH M. STRICKLAND
Master in Equity for Richland County

Aug. 8, 2012
Columbia, South Carolina

(Rev. 2/90)

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	**CASE NUMBER: 2011-CP-40-6317**
COUNTY OF RICHLAND	)	**JR NO:**
	)	
South Carolina B&T, NA	)	
	)	
Plaintiff(s),	)	
	)	SUMMONS AND ORDER
	)	OF
vs.	)	APPOINTMENT
	)	**Status Conference**
Sand Dollar 31, LLC	)	
	)	
Defendant(s)	)	

RICHLAND COUNTY FILED
2012 OCT 18 AM 10: 38
JEANETTE W. HARRIOTT C.C.P. & G.S.

BY VIRTUE of the Order of Reference filed in the above entitled case, **I have appointed November 6, 2012 at 4:00 o'clock pm** to Courtroom 2-D, Richland County Judicial Center, 1701 Main Street, Columbia, S.C., as the time and place for holding a hearing at which time and place all interested parties will appear. Continuance of this hearing will be granted only upon strict compliance with Rule 40(c), SCRCP.

Upon receipt of this Summons and Order, the Plaintiff(s) or moving party will notify this office immediately of any persons entitled to notice who have not been mailed a copy of this Summons and Order. All parties will please take notice of Rule 5(d), SCRCP.

If unliquidated damages are sought against a Defendant in Default, Plaintiff must give notice of time and place of this hearing pursuant to Rule 55, SCRCP. Additionally, it shall be the responsibility of the Plaintiff or moving party to comply with Rule 6, SCRCP. A copy of this notice must be filed with the Court by the date of the hearing.

AND IT IS SO ORDERED.

JOSEPH M. STRICKLAND, MASTER
IN EQUITY FOR RICHLAND COUNTY

CC: Teri Kimball-Cullen Stomski, Esq
Samuel C. Waters, Esq.
Richard R. Gleissner, Esq.
Glen Bowens, Esq.
Rhonda Meisner

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

SCBT, N. A.,

Plaintiff,

v.

Sand Dollar 31, LLC; Rhonda Meisner;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 11-CP-40-6317

ORDER DENYING DEFENDANT'S MOTION TO ALTER OR AMEND
(Pursuant to Rule 59(e), SCRCP)

RICHLAND COUNTY
FILED
2012 NOV -6 PM 4:58
BEATTIE W. McBRIDE
C.C.C.P. & G.S.

(016555-00040)

This matter came before me on July 18, 2012 upon Defendants Sand Dollar 31, LLC and Rhonda Meisner's motion to alter or amend pursuant to SCRCP 59(e). Glenn Bowens, Esquire appeared on behalf of Defendants Sand Dollar 31, LLC and Rhonda Meisner, who was also present at the hearing. Teri K. Stomski, Esquire appeared on behalf of Plaintiff SCBT, N.A..

This Court has received and reviewed memorandum from counsel and reviewed all of the evidence submitted. After careful consideration of the record and arguments of counsel, this Court hereby denies Defendants' motion to alter or amend.

AND IT IS SO ORDERED.

Joseph M. Strickland, Master in Equity for
Richland County

Nov. 6, 2012
Columbia, South Carolina

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND SCBT, N.A., Plaintiff, vs. Sand Dollar 31, LLC; Rhonda Meisner, Defendants. (01655-00040 JDW)	IN THE COURT OF COMMON PLEAS DOCKET NO.: 2011-CP-40-6317 DOCKET NO.: 2011-CP-40-6318 **NOTICE OF WITHDRAWAL OF PLAINTIFF'S MOTION TO VACATE FORECLOSURE SALE**

2014 JUL 10 AM 10:41
RICHLAND COUNTY
FILED
JEANETTE W. McBRIDE
C.P. & G.S.

TO: RHONDA MEISNER, *PRO SE* DEFENDANT AND RICHARD R. GLEISSNER, ESQUIRE, ATTORNEY FOR THIRD-PARTY PURCHASER SCORE, LLC

YOU WILL PLEASE TAKE NOTICE that Plaintiff SCBT, N.A., by and through its undersigned attorney, hereby withdraws its Motion to Vacate Foreclosure Sale filed with the Clerk of Court on or about September 6, 2012.

Respectfully submitted,

Jason D. Wyman (SC Bar # 100271)
ROGERS TOWNSEND & THOMAS, PC
220 Executive Center Drive (29210)
Post Office Box 100200
Columbia, South Carolina 29202-3200
(803) 771-7900 Tel
(803) 343-7017 Fax
jason.wyman@rtt-law.com
Attorneys for Plaintiff
Rogers Townsend & Thomas, PC, and its staff are debt collectors.

Dated: 7/8/14

CERTIFICATE OF SERVICE BY MAIL

DOCKET NO.: 2011-CP-40-6317
DOCKET NO.: 2011-CP-40-6318

I, the undersigned attorney, for the law firm of Rogers Townsend & Thomas, PC, do hereby certify that I have on served a copy of the foregoing document upon counsel of record by U.S. Mail, postage prepaid, on July 8, 2014, at the following addresses:

Document Served:

NOTICE OF WITHDRAWAL OF PLAINTIFF'S MOTION TO VACATE FORECLOSURE SALE

RICHLAND COUNTY
FILED
2014 JUL 10 AM 10:01
JEANETTE W. McBRIDE
C.C.P. & G.S.

Parties Served:

Richard R. Gleissner, Esquire.
Gleissner Law Firm, L.L.C.
1237 Gadsden Street, Ste. 200A
Columbia, SC 29201

Ms. Rhonda Meisner
P.O. Box 689
Blythewood, SC 29016

Jason D. Wyman (SC Bar # 100271)

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

SCBT, N. A.,

Plaintiff,

v.

Sand Dollar 31, LLC; Rhonda Meisner;

Defendant(s).

(016555-00040)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 11-CP-40-6317

AFFIDAVIT OF ATTORNEY'S FEES
Deficiency Judgment Demanded

2016 NOV 23 AM 9:48
RICHLAND COUNTY
FILED

PERSONALLY appeared before me, the undersigned, who being duly sworn, deposes and says:

I am one of the attorneys for Plaintiff in the above-captioned action.

Background of Representation and Nature, Extent and Difficulty of the Representation

Plaintiff engaged my law firm, Rogers Townsend & Thomas, PC, to foreclose the mortgage that is the subject of this action. Plaintiff instructed our firm to handle this action as expeditiously as possible. Moving foreclosure cases along quickly is important to our clients because almost always our client's equity position deteriorates with time as the borrower fails to pay interest on his or her loan. Furthermore, in foreclosure cases, our clients face the increased risk that borrowers will not preserve the value of their homes as well as those borrowers who are not in default. Finally, there is a risk that they will allow their insurance to lapse or will not be able to pay their real property taxes.

Foreclosure cases typically involve multiple defendants, defendants with competing interests, and, frequently, third-party bidders. Unlike many other cases involving litigation, they require a title abstract to be performed. Foreclosure cases are governed by state statutes, specific rules of civil procedure, and an ever-growing body of common law. They also involve consumer rights protected by both federal and state statutes and case law. Frequently, homeowners will file petitions in the United States Bankruptcy Court to forestall the loss of their homes. Foreclosure cases usually involve pro se litigants who often contact our firm by telephone or in person (at the office or in court just before the hearing) to learn about the process, to learn how to reach our client directly, to try to bring their loan current, to pay off their loan, or to have their loan modified. At the time we accept a case, we do not know the full extent of the challenges we will run into and have to deal with for the fees we have agreed to handle the case for.

When RTT assumed the representation of Plaintiff in this foreclosure action, we assumed a number of risks. Those risks include the possibility that any of the parties involved (the plaintiff, the court, our own staff, a third-party bidder, or some other third party) could make an error at any stage of the process. Errors made in the process of a foreclosure case can be expensive to remediate, largely because of the value of real property, but also because our client's instruction that we complete cases as expeditiously as possible requires us to presume that, for the most part, the legal process will run smoothly and without unnecessary errors or delays. We also incurred the risk that the borrower might try to mislead us about a loss mitigation resolution or that he or she might file a bankruptcy petition just before a critical event in the case.

I am informed and believe that Plaintiff selected RTT to handle this foreclosure because we have a large staff of attorneys and other skilled non-attorney professionals who are highly trained in a legal system that enables RTT to comply with Plaintiff's instructions. RTT also has expensive computer systems, and RTT creates and maintains data about our clients and the court system in the state that enable us to move cases quickly, to comply with the law, and to deal with borrowers. RTT also has sufficient capital to allow it to advance the litigation expenses required for cases to move quickly and efficiently. RTT has a proven track record with Plaintiff for accomplishing its work expeditiously and inexpensively.

We received this file and entered data about this case into our system to enable the rest of the foreclosure process to run smoothly. We then updated that data as we learned more about the case. We examined the title to identify all parties having or claiming any interest in the subject real estate. Ultimately, my fellow counsel, our staff, and I have been responsible for the preparation of the following pleadings and other documents in this case:

1. Lis Pendens and any amendment thereto
2. Summons and Complaint and any amendment thereto
3. Affidavits and proposed Orders for publication
4. Answer to Counterclaim
5. Certificate of Non-Military Service
6. Consent(s) to Order of Reference
7. Order of Reference
8. Notice(s) of Hearing
9. Record of Hearing
10. Proposed Judgment of Foreclosure and Sale
11. Notice of Sale

Additionally, we have been responsible for preparing and serving the pleadings upon each defendant personally or by statutory/substitute service; obtaining reinstatement and payoff figures and payment histories (if requested or required); and scheduling and attending the hearing in this matter.

Our responsibilities after today include sending copies of the notice of the entry of judgment to appearing defendants, obtaining bidding instructions from Plaintiff or its designee, representing Plaintiff at the sale or arranging for such representation, preparing an Order of Sale or Report on Sale and Disbursements and Order Confirming Sale, and preparing the Foreclosure Deed and any other documents necessary in this particular action.

Plaintiff has advanced $3,321.00 in Attorney Fees for this case to my law firm, and this amount appears in the section of the debt entitled, "Advances."

I am informed and believe that all litigation expenses were reasonably and necessarily incurred.

Time Necessarily Devoted to the Case

To date, we have spent 16 hours and incurred $3,321.00 in attorney fees on this foreclosure case. After today, however, I estimate that, in addition to the time and effort we have expended to date in prosecuting this action, our firm will spend a minimum of four more hours working on the case. Moreover, depending upon the interest shown by defendants, third parties, or counsel for either and the inherent negotiations required thereby, other time may also be committed to the completion of the case. In that regard, I reserve the right to re-visit the question of attorney's fees should the action proceed in an unexpected way.

Professional Standing of Counsel

I have been the attorney primarily involved in this representation. However, other attorneys at RTT who primarily work on foreclosure cases in South Carolina are Samuel C. Waters, Cheryl H. Fisher, Reginald P. Corley, Jennifer W. Rubin, Ellie C. Floyd, Michael P. Morris, Eve M. Stacey, Mary R. Powers, Robert P. Davis, and William S. Koehler and collectively they have more than 100 years of experience in foreclosure and lender representation. Some or all of the lawyers previously named have worked on this case. We occasionally call on other lawyers in the firm to help us out.

I concentrate my practice in the areas of commercial foreclosure, banking and finance and commercial real estate. I was formerly State Counsel for five years for a national title insurance underwriter. I am an adjunct professor at the USC School of Law teaching Real Estate Transactions II and a frequent author and presenter for continuing legal education programs sponsored by the South Carolina Bar, Palmetto Land Title Association, American Land Title Association and private organizations. I was awarded the Gold Compleat Lawyer Award in 2009 and maintain an "AV® Preeminent" rating by Martindale-Hubbell, the highest possible rating in both legal ability and ethical standards. I have practiced law since 1992 with an emphasis on real estate transactions and litigation, lender representation and creditors' rights.

Furthermore, this fee is in line with the fee customarily awarded to counsel with similar experience in this particular locality. Also, the Plaintiff's attorneys have achieved the beneficial result of a prompt foreclosure of the mortgage. In addition, we have available to us other attorneys in the firm who handle non-routine or contested litigation matters more than we do. Finally, we are able to provide more cost-effective legal services because we use a staff or highly trained and efficient non-attorney professionals, all of whom are supervised by some or all of the attorneys listed above

Contingency of Compensation

We work on an hourly fee basis for our commercial foreclosure clients.

In any event, in almost all of our cases our clients do not pay us until long after it has referred the case to us. Because of the long delay between the work we perform and when we are paid, we run the risk that our client will go into insolvency proceedings or transfer a loan to another entity during the foreclosure proceeding and never pay us. Our experience has confirmed the reality of such risk of non-payment.

Beneficial Results Obtained

I have submitted this affidavit because I believe the Court will enter a judgment of foreclosure and sale consistent with the relief we requested in the pleadings. Therefore, if the court is considering this affidavit, it is only because my law firm has obtained a beneficial result for my client.

Customary Legal Fees for Similar Services

Under the foregoing recitals, I have found that courts generally award attorney's fees of $4,500.00 or more for similar residential foreclosure cases in South Carolina. The fee I am requesting in this case is in line with those awards. This sum is contemplated in language contained in the mortgage previously offered into evidence in this action.

Conclusion

In view of all of the foregoing facts and the size of the mortgage debt involved in this case, in my professional opinion a reasonable attorney's fee would be $6,000.00 plus expenses.

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF
Teri K. Stomski
220 Executive Center Drive
Columbia, SC 29210

Post Office Box 100200 (29202)
(803) 771-7900

Sworn to before me this 24th day of April, 2012.

Notary Public for South Carolina
My Commission Expires: 11-5-19

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

SCBT, N.A.,

Plaintiff,

vs.

Sand Dollar 31, LLC, Rhonda Meisner,

Defendants.

(16555-40 SMF)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION #2011-CP-40-6317

AFFIDAVIT

RICHLAND COUNTY FILED
2016 NOV 23 AM 9:48
CLERK OF COURT C.C.P. & G.S.

PERSONALLY APPEARED BEFORE ME, the undersigned attorney for the Plaintiff SCBT, N.A. n/k/a South State Bank ("Plaintiff"), who, being duly sworn, deposes and says that:

1. I am a lawyer with the firm of Rogers Townsend & Thomas PC. I have been practicing law with a focus in mortgage-related litigation since 2008.

2. Plaintiff engaged Rogers Townsend & Thomas PC to handle the above-captioned foreclosure action against Defendants Sand Dollar 31, LLC, and Rhonda Meisner ("Defendants").

3. The attorneys and staff who worked on this case for Plaintiff billed their time hourly to the file for this case using time-keeping and billing software called "ProVantage."

4. ProVantage is a comprehensive time and billing software. It includes a fully integrated general ledger system for financial reporting. Hourly fees are entered into matters (billable files) and priced according to fee schedules approved by supervising attorneys. Billing teams in the Administration Department of Rogers Townsend & Thomas PC work closely with line staff and attorneys to ensure that client billing is accurate and timely.

5. I printed the attached report from our firm's ProVantage Software on July 26, 2016. (*See* Narrative of Services from ProVantage attached as Exhibit A.) It shows all time entries billed to Plaintiff for each task completed on this particular file up through the time that Rhonda Meisner appealed this case to the South Carolina Court of Appeals. It does not include time spent and amounts billed for work done in Rhonda Meisner's appellate case or thereafter. That time was kept and billed under a different case file number.

6. I, with the assistance of my paralegal, have redacted certain privileged information contained in the attached report. On behalf of Plaintiff, I assert the attorney-client and work product privileges with respect to the redacted portions of the task descriptions.

7. Upon information and belief, I believe the attached report shows an accurate account of the work performed, time spent, and amounts billed to Plaintiff by this law firm for this case.

8. I have included the below chart that provides the initials and names of all individuals that accrued time and worked on this matter:

Initials	**Name**
TKS	Teri Stomski, Attorney
KC	Kathy Clark, Paralegal
HPW	Harriett P. Wallace, Attorney
MDW1	Melissa Wessinger, Paralegal
CB2	Carl Bell, Law Clerk
KB	Kara Bailey, Law Clerk
JH	Jack Heron, Law Clerk
BMJ	Becky Jetzke, Paralegal
CDC	Cynthia Cawrse, Paralegal

FURTHER AFFIANT SAYETH NOT.

Sworn before me this 20th day of July, 2016

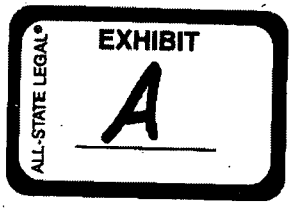
Notary Public for the State of South Carolina
My Commission Expires: 02-06-19

Sean M. Foerster (SC Bar# 77466)
Rogers Townsend & Thomas, PC
1221 Main Street, 14th Floor (29201)
Post Office Box 100200
Columbia, SC 29202-3200
sean.foerster@rtt-law.com
(803) 771-7900 tel. #
(803) 343-7107 fax #

Attorneys for Plaintiff SCBT, N.A. n/k/a South State Bank

Rogers Townsend & Thomas, PC

Narrative of Services



Client: 016555 South State Bank (Commercial Cases)

Matter: 00040 Sand Dollar 31, LLC/ 4824 Linden Street

Date	Employee	Hours	Amount	Description
Fees				
7/21/2011	tks	0.20	50.00	Email to [redacted] regarding status of [redacted]
9/9/2011	tks	0.60	150.00	Review of title updates for foreclosure
9/16/2011	KC	0.80	72.00	Prepare draft of Summons and Complaint.
9/19/2011	tks	0.40	100.00	Corrections to UPSC
9/21/2011	KC	0.30	27.00	Prepare exhibits for summons and complaint and prepare for filing.
9/23/2011	KC	0.40	36.00	Revise Summons and Complaint
9/27/2011	tks	0.40	100.00	Revisions to LPSC and causes of action; Letter to court
9/27/2011	KC	0.40	36.00	Prepare Amended Summons and Complaint and prepare Service Letter.
10/7/2011	tks	0.50	125.00	Work on service; Emails to/from [redacted]
10/18/2011	tks	0.10	25.00	Emails to/from [redacted] regarding [redacted]
11/3/2011	KC	0.50	62.50	Prepare publication documents.
11/4/2011	KC	0.40	50.00	Prepare publication documents to be filed with Clerk.
11/4/2011	tks	0.60	150.00	Work on motion and order for publication; execution of publication package.
12/2/2011	tks	0.40	100.00	Review of file; email to Glen at Pope Bowens re: acceptance of service.
12/2/2011	KC	0.20	25.00	Prepare Acceptance of Service.
12/6/2011	tks	0.20	50.00	Call with Glen Bowens; re: Meisner service and follow up.
12/9/2011	tks	0.20	50.00	Call to Bowens; left message re: service.
12/16/2011	tks	0.80	200.00	Review of letter and executed documents from Defendan'ts attorney; emails to and from [redacted] re: [redacted]
12/16/2011	KC	0.30	37.50	Prepare letter to Clerk with Acceptance of Service.
1/8/2012	tks	0.80	200.00	Emails to/from G. Bowens regarding extension to answer and possible Deed in Lieu; emails to/from [redacted] regarding [redacted]
1/10/2012	tks	0.80	200.00	Work on [redacted]; work on [redacted]
1/17/2012	tks	0.80	200.00	Emails to/from Defendant's attorney regarding guaranty and appraisal rights; review of guaranty and statute; email to [redacted] with [redacted]
1/19/2012	tks	0.80	200.00	Email from defendents attorney regarding COJ; email and call to [redacted] regarding [redacted]; work on COJ requirement email to Bowens. [redacted]
1/20/2012	tks	0.80	200.00	Review of emails and answer and counterclaim from defenses' counsel; email to [redacted] with [redacted]; email to defendents counsel; calendared for answering counterclaim work on orders of reference; administrative order compliance with attachments. [redacted]
1/20/2012	KC	0.40	50.00	Prepare Order of Reference.
1/23/2012	tks	0.30	75.00	Work on Order of Reference and filing. [redacted]
1/31/2012	KC	0.30	37.50	Email Richland County to schedule hearing.

Narrative of Services

Client: 016555 South State Bank (Commercial Cases)

Matter: 00040 Sand Dollar 31, LLC/ 4824 Linden Street

Date	Employee	Hours	Amount	Description
2/14/2012	tks	0.60	150.00	Review of [redacted]; preparation for answer to counterclaim; review of [redacted].
2/15/2012	tks	0.60	150.00	Call to [redacted] regarding [redacted]; email from [redacted] regarding [redacted]; drafting answer to counterclaim.
2/16/2012	tks	1.00	250.00	Draft reply to defendants answer and counterclaim; final revisions; preparation for filing.
2/17/2012	KC	0.50	62.50	Prepare Answers to be filed with Clerk
2/27/2012	tks	0.20	50.00	Work on scheduling hearings.
2/28/2012	KC	0.40	50.00	Schedule Hearing
3/12/2012	KC	0.40	50.00	Prepare Notice of Hearing.
3/13/2012	KC	0.30	37.50	Prepare letter to clerk with notice of hearing.
3/15/2012	tks	0.20	50.00	Review of correspondence from court.
3/19/2012	tks	0.40	100.00	Work on upcoming hearings.
4/13/2012	KC	1.20	150.00	Prepare hearing package.
4/16/2012	tks	0.20	50.00	Email from Opposing counsel; re: COJ; emails to and from [redacted].
4/16/2012	tks	0.60	150.00	Emails from opposing counsel; email to [redacted] re: [redacted].
4/17/2012	tks	0.80	200.00	Emails to and from opposing counsel re: debt information and upcoming hearing.
4/17/2012	KC	0.40	50.00	Prepare validation of debt.
4/18/2012	KC	0.50	62.50	Revise hearing package.
4/19/2012	tks	1.40	350.00	Work on and [redacted]; review of answer in preparation for hearing.
4/20/2012	KC	0.30	37.50	Revise hearing package.
4/23/2012	tks	0.80	200.00	Review of revised hearing package; revision to verification of debt and payment dates.
4/24/2012	KC	0.50	62.50	Prepare packages for hearing.
4/25/2012	tks	2.60	650.00	Prep for hearing; attendance at hearing; emails to and from [redacted] re: [redacted].
5/3/2012	KC	0.30	37.50	Email revised hearing package to Judge.
5/4/2012	tks	0.40	100.00	Final revisions to Orer with the findings re: stipulation about appraisal rights; work on service to court and opposing counsel.
5/16/2012	KC	0.30	37.50	Prepare Notice of Sale.
5/18/2012	KC	0.20	25.00	Send out bidding instructions.
5/22/2012	KC	0.20	25.00	Obtain bidding instructions.
5/22/2012	tks	0.40	100.00	Emails to and from opposing counsel re: Order and amounts of indebtedness; review of signed orders.

Narrative of Services

Client: 016555 South State Bank (Commercial Cases)

Matter: 00040 Sand Dollar 31, LLC/ 4824 Linden Street

Date	Employee	Hours	Amount	Description
6/11/2012	tks	1.00	250.00	Review of [redacted]; conference w/ [redacted] re: [redacted].
6/12/2012	tks	1.60	400.00	Drafting Return to Defendants Motion to Alter and/or Amend.
6/13/2012	tks	0.80	200.00	Revisions to Return; prep for filing.
6/22/2012	CB2	0.20	25.00	Filing of Motion to Alter or Amend - (drafting, copying, mailing).
6/28/2012	CB2	0.15	18.75	Receipt of docs from Richland Co., Clerk of Court
6/29/2012	CB2	0.20	25.00	Research and filing of Master In Equity document.
7/5/2012	tks	1.00	250.00	Receipt and review of letter from G. Bowens; Drafting response letter to Judge Strickland re: 2nd sale; email to [redacted] re: [redacted]; Conf call with Judge Strickland re: 2nd sale going forward and Motion hearing to be scheduled; email to [redacted] re: [redacted]; work on [redacted]
7/5/2012	CB2	0.20	25.00	Emails to [redacted]; search info from Judge Strickland office; scan and file docs from Def. Atty and [redacted]
7/5/2012	CB2	0.10	12.50	PC with Sabrina in the MIE office concerning the reference properties at the deficiency sale.
7/6/2012	tks	0.40	100.00	Work on 2nd sale and email to [redacted] re: [redacted]
7/6/2012	CB2	0.20	25.00	File Summons and Order of Appointment; email same to [redacted] for [redacted].
7/9/2012	tks	0.30	75.00	Emails to/from [redacted] re: [redacted].
7/18/2012	tks	2.80	700.00	Prep for [redacted]; Receipt and review of Defendant's Memorandum in Support of Motion; Attendance at hearing; call to [redacted] re: [redacted].
7/19/2012	tks	0.20	50.00	Emails to [redacted] re: [redacted].
7/23/2012	tks	1.00	250.00	Work on [redacted]; draft Order Denying Def's Motion; letter to court.
7/24/2012	CB2	0.20	25.00	Sign COS, scan, copy and mail Motion to Atty for Def; mail original to Judge Strickland for signature and ret of stamped sign copy.
7/24/2012	tks	0.30	75.00	Work on docs requested by Opp. counsel and Court.
7/24/2012	KB	1.00	125.00	Prepare Compliance package
7/25/2012	tks	0.40	100.00	Work on bid compliance w/the court.
7/25/2012	KB	0.70	87.50	Finalize compliance package
7/30/2012	tks	0.40	100.00	Email from Master in Equity office re: publication costs for bid compliance
8/2/2012	CB2	0.15	18.75	Copy and scan Petition to file.
8/2/2012	tks	1.10	275.00	Receipt and review of Petition for Appraisal and proposed Order for Appraisal from Meisner; Call from Court re: scheduling a status conference; emails to/from court and opposing counsel re: status conference; Email to/from [redacted] re: [redacted].
8/3/2012	CB2	0.10	12.50	Save emails to LawBase Notes.

Narrative of Services

Client: 016555 South State Bank (Commercial Cases)

Matter: 00040 Sand Dollar 31, LLC/ 4824 Linden Street

Date	Employee	Hours	Amount	Description
8/3/2012	tks	0.40	100.00	Receipt and review of appraisals; emails to/from [redacted] re: [redacted]
8/9/2012	tks	0.40	100.00	Email from opposing counsel re: possible deficiency judgment waiver by SCBT; emails to/from [redacted] re: [redacted]; call with [redacted] re: [redacted]; email to opposing counsel
8/10/2012	JH	1.50	187.50	Conducted research on [redacted]
8/10/2012	BMJ	0.20	25.00	Letter to [redacted] with [redacted]
8/10/2012	tks	1.60	400.00	Emails to/from [redacted] re: [redacted] re: [redacted]; preparation for status conference; review of Master's order confirming sale; research on [redacted]; emails from/to opposing counsel re: order denying motion to alter/amend; emails to opposing counsel re: Meisner's contact with SCBT; review of [redacted]
8/12/2012	tks	0.60	150.00	Preparation for status conference with Judge Strickland
8/15/2012	tks	0.20	50.00	Emails from/to [redacted] re: [redacted]
8/16/2012	tks	0.90	225.00	Emails from/to opposing counsel re: purchaser of property from Meisner's assignment; emails to/from Richland County MIEre: Master's deed; emails to/from [redacted] re: [redacted]; work on [redacted]
8/17/2012	tks	1.40	350.00	Drafting memorandum of law in response to defendants' memorandum of law; [redacted]; drafting facts section re: guaranty signed by Meisner
8/17/2012	tks	0.30	75.00	Emails and calls with Tommy Garvin re: appraisal; draft letter to Judge Strickland appointing appraiser per statutory requirements
8/20/2012	tks	1.00	250.00	Revisions to memorandum of law; [redacted]
8/22/2012	tks	0.10	25.00	Email from/to opposing counsel about deficiency judgments against Meisner and Sand Dollar
8/22/2012	tks	0.30	75.00	Email and call from [redacted] re: [redacted] re: [redacted]
8/23/2012	tks	0.90	225.00	Work on [redacted]
8/23/2012	tks	0.30	75.00	Work on [redacted]
8/28/2012	JH	2.10	262.50	Drafted [redacted]
8/28/2012	tks	0.40	100.00	Emails to/from appraiser re: drive-by and statutory reqs; Emails to/from [redacted] re: [redacted]; Email to opposing counsel re: access to property for appraisal
8/28/2012	tks	1.00	250.00	Receipt and review of [redacted]
8/29/2012	tks	1.00	250.00	Drafting and revision of [redacted]

Narrative of Services

Client: 016555 South State Bank (Commercial Cases)

Matter: 00040 Sand Dollar 31, LLC/ 4824 Linden Street

Date	Employee	Hours	Amount	Description
8/29/2012	tks	0.20	50.00	Emails to/from opposing counsel re: email he received from MIE office re: status conference; emails to/from Bowens re: access to properties for appraisals.
8/31/2012	tks	0.40	100.00	Emails to/from opposing counsel re: getting access to the property for an appraisal; work on title search for copy of recorded Master's deed; Emails to/from [redacted] re: [redacted]
9/4/2012	tks	0.20	50.00	Emails to/from Richland MIE re: status Order for Denying Defendant's Motion to alter or amend
9/4/2012	tks	0.20	50.00	Emails to/from opposing counsel re: appraisal on property and access to properties; emails to/from appraiser re: contact info for Meisner to schedule access
9/5/2012	tks	0.20	50.00	Emails to/from appraiser re: expected date for final appraisals
9/6/2012	tks	0.40	100.00	Emails to/ from T. Garvin re: type of appraisal required by statute; work on motion coversheets, certificate of service, etc. for Motion to Vacate Sale
9/11/2012	tks	0.30	75.00	mails to/from appraiser and [redacted] re: [redacted]
9/17/2012	tks	0.20	50.00	Emails to/from appraiser re: appraisal and acces to property
9/17/2012	tks	0.20	50.00	Email from appraiser re: appraisal and expected completion date
9/21/2012	tks	0.40	100.00	Recept and review of appraisal by Tommy Garvin; emails to/from [redacted] and [redacted] re: [redacted]
9/21/2012	tks	0.10	25.00	work on status of appraisal rights Order
10/9/2012	CDC	0.20	25.00	Received and scanned in defendant's reply/ emailed to Teri
10/9/2012	tks	0.50	125.00	Receipt and review of Meisner's reply to memorandum
10/17/2012	tks	0.30	75.00	Emails to/from opposing counsel and the Judge's clerk re: order of appraisal rights, status conference and outstanding motion
10/25/2012	CDC	0.10	12.50	Received Summons and Order of appointment / notes to file
11/6/2012	tks	3.00	750.00	Preparation of [redacted] (1.0); attendance at status conference and clocking in Order denying motion to alter/amend (.8)
11/8/2012	tks	2.50	625.00	Receipt and review of letter from Glenn Bowens to Judge requesting hearing to take testimony; research and review of [redacted]; drafting letter to Judge in response to Bowens' letter
11/9/2012	CDC	0.20	25.00	Drafted letter to Bowens/ emailed to [redacted]
11/9/2012	tks	0.30	75.00	Draft and revisions to letter to Bowens re: not secreting assets and ceasing defamatory statements by Meisner
11/9/2012	tks	0.30	75.00	Draft and revisions to letter to Bowens re: not secreting assets and ceasing defamatory statements by Meisner

Narrative of Services

Client: 016555 South State Bank (Commercial Cases)

Matter: 00040 Sand Dollar 31, LLC/ 4824 Linden Street

Date	Employee	Hours	Amount	Description
11/12/2012	tks	0.80	200.00	Receipt and review of letter from G. Bowens to J. Strickland (.2); email to G. Bowens re: false statements about FDCPA (.1); receipt and review of letter from R. Gleissner re: settlement offer and Rule 11 Motion (.2); Call to R. Gleissner and left message (.1); email to [redacted] re: [redacted] (.2)
11/13/2012	CDC	0.20	25.00	Requested transcripts from Richland County for Foreclosure Hearing/ Motion to Alter/Amend/ Status Conference
11/13/2012	tks	0.50	125.00	Emails to/from [redacted] re: [redacted] re: [redacted]
11/13/2012	tks	0.50	125.00	[redacted]
11/13/2012	tks	0.20	50.00	Emails to/from [redacted] re: [redacted]
11/15/2012	tks	0.70	175.00	Conference call with [redacted] re: [redacted] (.2); conf call with Rick Gleissner re: rejection of settlement offer and issues in case and possible other settlement options (.3); email to [redacted] re: [redacted]
11/16/2012	JH	1.70	170.00	[redacted]
11/16/2012	tks	0.50	125.00	Receipt and review of research re: [redacted]
12/4/2012	tks	0.50	125.00	Review of transcripts from 3 hearings
12/5/2012	tks	0.40	100.00	Review of letter from Gleissner re: offer and drafting of response email to Gleissner re: rejection of offer and "best case scenario" def judgment for Meisner and future offers needing to reflect that
12/20/2012	tks	0.20	50.00	Receipt and review of Meisner's letter to appeals court and request for transcript
5/8/2013	HPW	0.30		Telephone conference with Court of Appeals regarding Motion for Extension and review Motion for Extension
Total Fees		**74.20**	**$16,003.50**	

Costs

Advertising	330.00
Appraisal Fee	375.00
Bidding Fee/Auctioneer	35.00
DO NOT USE<blank>	25.00
Complaint Filing Fee	150.00
Copy Charges	48.40
First Legal Service	270.00
Order of Reference Filing Fee	150.00
Title Abstract	400.00
Total Costs	**$1,783.40**

Rogers Townsend & Thomas, PC

Narrative of Services

Client: 016555 South State Bank (Commercial Cases)

Matter: 00040 Sand Dollar 31, LLC/ 4824 Linden Street

Date	Employee	Hours	Amount	Description

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Version: 10.4.16.415 Build: 415

Selection Criteria for Session #30604364

Report File	Y:\PROVANTAGE\REPORTS\CRYSTAL\WIP\Narrative of Services.rpt
Secondary Title	
From Date	No Date
Thru Date	No Date
Client List	
Matter List	016555/00040 South State Bank (Commercial Cases) / Sand Dollar 31, LLC/ 4824 Linden Street
Working Timekeeper List	
Fees or Costs	Both
Billable or Nonbillable	Both
Billed or Unbilled	Billed
Value Billing Transactions or Normal Transactions	Normal
New Page for Each Matter	Yes
Include Amount Column	Yes
Show Timekeeper Name or ID	Id

ELECTRONICALLY FILED - 2018 Apr 20 4:50 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4006317

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND SCBT, N.A., Plaintiff, vs. Sand Dollar 31, LLC; Rhonda Meisner; Defendants.	IN THE COURT OF COMMON PLEAS Civil Action# 2011-CP-40-06317 MOTION TO LIFT AUTOMATIC STAY

(16555-79 SMF)

TO: RHONDA MEISNER, *pro se*:

YOU WILL PLEASE TAKE NOTICE that Plaintiff SCBT, N.A. n/k/a South State Bank ("Plaintiff") hereby moves the Court pursuant to Rule 241, SCACR, and Rule 62, SCRCP, for permission for Plaintiff to file, or for the Court to file, the opinion letter from Eugene Garvin dated August 30, 2017, attached hereto as Exhibit 1 for the following reasons:

1. The Court entered an Order Denying Motion to Alter or Amend and Entering Deficiency Judgments in this action on December 28, 2017;
2. In Paragraph 4 of the order section, the Court ordered that "[t]he opinion letter from Eugene Garvin dated August 30, 2017, shall be filed and treated as the Return of Appraisers;"
3. To date, the opinion letter has not been filed in this action;
4. On February 20, 2018, Defendant Rhonda Meisner ("Meisner") served a Notice of Appeal from this order, which appeal is currently pending in the South Carolina Court of Appeals;
5. "As a general rule, the service of a notice of appeal in a civil matter acts to automatically stay matters decided in the order, judgment, decree or decision on appeal, and to automatically stay the relief ordered in the appealed order, judgment, or decree or decision." Rule 241(a), SCACR.
6. Plaintiff contends that filing this opinion letter at this time would not be a violation of the automatic appellate stay because it is merely the carrying out of a clerical or ministerial task ordered before the appeal, and this task in no way furthers the matters already

adjudicated or the relief provided for by the order being appealed. *See Jacobs v. Serv. Merch. Co.*, 297 S.C. 123, 132, 375 S.E.2d 1, 6 (Ct. App. 1988) ("After the filing of a Notice of Intent to Appeal, the circuit court's jurisdiction over the appealed order extended only to correction of clerical errors.");

7. However, out of an abundance of caution, and in the event the Court believes that the automatic appellate stay is applicable to the filing of the opinion letter at this time, Plaintiff hereby respectfully moves the Court to lift the automatic stay and either file the opinion letter or permit Plaintiff to file the opinion letter.

This motion is based on the orders filed herein, the exhibit attached hereto, the case law, the South Carolina Rules of Civil Procedure, the South Carolina Appellate Court Rules, and the statutes of South Carolina. The undersigned certifies that consultation with the other parties regarding this motion would serve no useful purpose.

Respectfully submitted,

s/ Sean M. Foerster

Sean M. Foerster (SC Bar # 77466)
ROGERS TOWNSEND & THOMAS, PC
1221 Main Street, 14th Floor (29201)
Post Office Box 100200
Columbia, South Carolina 29202-3200
(803)771-7900
sean.foerster@rtt-law.com

Attorneys for Plaintiff SCBT, N.A. n/k/a South State Bank

April 20, 2018

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Exhibit 1

ELECTRONICALLY FILED - 2018 Apr 20 4:50 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4006317

Garvin Appraisals & Properties, LLC
5 Calendar Court, Suite 103
Columbia, SC 29206

August 30, 2017

Sean M. Foerster
Rogers Townsend & Thomas
P. O. Box 100200
Columbia, SC 29202

Re: SCBT, N.A. vs Sand Dollar 31, LLC; Rhonda Meisner
Civil Action #2011-CP-40-6317 and 2011-CP-40-6318

Dear Mr. Foerster:

I have contacted the defendant's appraiser, Angela Buckley, and we discussed our appraisals on the properties involved in this proceeding. I appraised 8391 Winnsboro Road, Blythewood, SC 29016 on 09/17/2012 as a manufactured home "as is" for $16,000. According to Ms. Buckley, she appraised this same property as a manufactured home on 09/14/2012 for $20,000 but "subject to" repair work totaling $4,530. If the repair work is deducted from the $20,000 opinion of value the net value of her appraisal is $15,470.

I appraised 4824 Linden Street, Columbia, SC 29203 on 09/13/2012 as a single family residential "as is" for $25,000. According to Ms. Buckley, she appraised this same property on 09/14/2012 for $31,000 but "subject to" repairs of $12,080. If the repair work is deducted from the $31,000 opinion of value the net value of her appraisal is $18,920. Her appraisals are "subject to" the repair work being completed and when and if that occurs then the values are the $20,000 for 8391 Winnsboro Road and $31,000 for 4824 Linden Street. I do not know if Ms. Buckley did any final inspections to determine if the repair work on either property was completed.

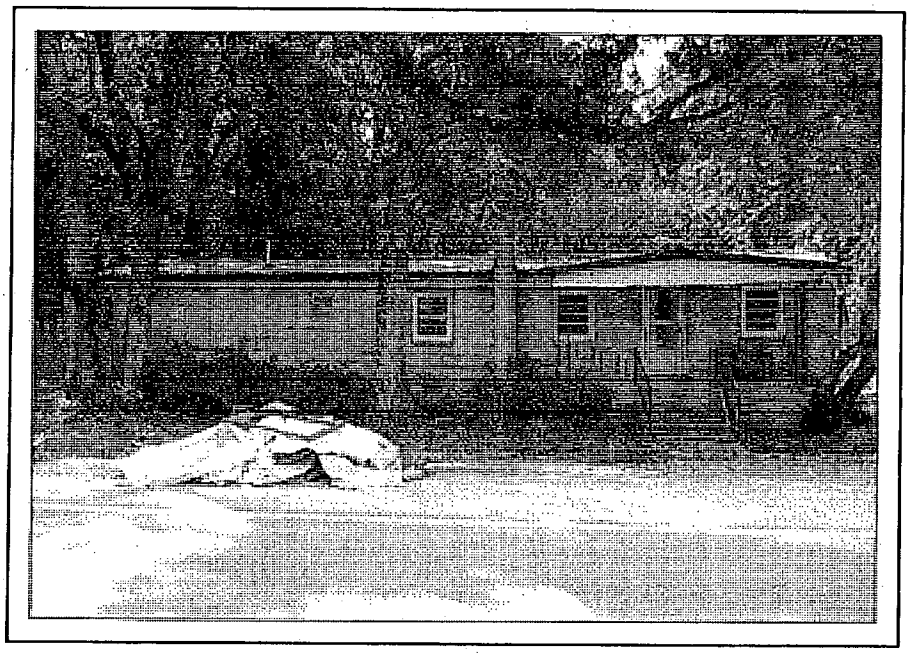
I stand by my opinion of value for both properties as of the effective date of my reports shown above. Ms. Buckley has not stated directly to me, but from my conversation I am convinced, that she would concur that she also stands by her opinion of value of the properties as of the effective dates of her appraisals shown above.

If you have any questions or need to discuss this further, please do not hesitate to contact me.

Yours truly

Eugene C. Garvin, Jr.
CR 2746

File No. 091218G



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

8391 Winnsboro Road
Blythewood, SC 29016

for

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

as of

09/17/2012

by

Eugene Garvin, Jr.
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206

GARVIN APPRAISALS

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GARVIN APPRAISALS
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
803-779-4243

September 21, 2012

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

Property -	8391 Winnsboro Road Blythewood, SC 29016
Borrower -	N/A
File No. -	091218G
Case No. -	

Dear :

In accordance with your request, I have prepared an appraisal of the real property located at 8391 Winnsboro Road, Blythewood, SC.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the Summary Report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 09/17/2012 is :

$16,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

GARVIN APPRAISALS

Eugene Garvin, Jr.
SC Certification #2746

ELECTRONICALLY FILED - 2018 Apr 20 4:50 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4006317

Manufactured Home Appraisal Report

File # 091218G

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

SUBJECT

Property Address 8391 Winnsboro Road City Blythewood State SC Zip Code 29016
Borrower N/A Owner of Public Record SC Operating Room Equip. County Richland
Legal Description Deed Book 1157, Page 3375
Assessor's Parcel # 10100-01-12 Tax Year 2011 R.E. Taxes $ 512
Neighborhood Name Blythewood Map Reference Blythewood Census Tract 102.00
Occupant [ ] Owner [ ] Tenant [X] Vacant Project Type (if applicable) [ ] PUD [ ] Condominium [ ] Cooperative [ ] Other (describe)
Special Assessments $ N/A HOA $ N/A [ ] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] Other (describe) Determine Market Value for Client
Lender/Client South Carolina Bank & Trust Address 700 Gervais Street, Columbia, SC 29201
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? [ ] Yes [X] No
Report data source(s) used, offering price(s), and date(s). MLS

Manufactured homes located in either a condominium or cooperative project require the appraiser to inspect the project and complete the Project Information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price$ Date of Contract Is the property seller the owner of public record? [ ] Yes [ ] No Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No
If Yes, report the total dollar amount and describe the items to be paid:

I [ ] did [X] did not analyze the manufacturer's invoice. Explain the results of the analysis of the manufacturer's invoice or why the analysis was not performed.
Invoice not available
Retailer's Name (New Construction) N/A

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				Manufactured Housing Trends				Manufactured Housing		Present Land Use %	
Location	[ ] Urban	[ ] Suburban	[X] Rural	Property Values	[ ] Increasing	[X] Stable	[ ] Declining	PRICE	AGE	One-Unit	40.0 %
Built-Up	[ ] Over 75%	[X] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	$(000)	(yrs)	2-4 Unit	%
Growth	[ ] Rapid	[ ] Stable	[X] Slow	Marketing Time	[ ] Under 3 mths	[ ] 3-6 mths	[X] Over 6 mths	15 Low	new	Multi-Family	%
Neighborhood Boundaries	to the north by Wildflower Road & Muller Road, east &							65 High	50	Commercial	5.0 %
south by I-20, and west by SC Hwy 260.								30 Pred.	20	Other	55.0 %

Neighborhood Description The subject property is located approximately 15 miles north of the downtown Columbia area off on the Winnsboro Road in northern Richland County. This area allows for average access to employment centers, shopping and schools. *** See Additional Comments ***
Market Conditions (including support for the above conclusions) Market conditions are currently attractive as interest rates remain at historical lows. Property values in the neighborhood appear to be stable. Supply and demand are in balance with typical exposure times being over six months. *** See Additional Comments ***

SITE

Dimensions unable to obtain dimensions (tax map incl) Area .27+-ac Shape irregular View residential/woods
Specific Zoning Classification RU Zoning Description rural district manufactured homes allowed
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements-Type	Public	Private
Electricity	[X]	[ ]	Water	[ ]	[X] well	Street asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[ ]	[X] septic	Alley none	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [X] No FEMA Flood Zone X FEMA Map # 4501700050 G FEMA Map Date 01/19/94
Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No, If No, describe
Is the site size, shape and topography generally conforming to and acceptable in the market area? [X] Yes [ ] No If No, explain
Is there adequate vehicular access to the subject property? [X] Yes [ ] No If No, describe
Is the street property maintained? [X] Yes [ ] No If No, describe
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe
However, your appraiser is not an environmental expert.

HUD DATA PLATE

The HUD Data Plate/Compliance Certificate is located on the interior of the subject and contains, among other things, the manufacturer's name, trade/model name, year manufactured and serial number. The HUD Certification Label is located on the exterior of each section of the home.
Is the HUD Data Plate/Compliance Certificate attached to the dwelling? [ ] Yes [X] No If Yes, identify the location. If No, provide the data source(s) for the HUD Data Plate/Compliance Certificate information. No HUD Data Plate/Compliance Certificate information available.
Is a HUD Certification Label attached to the exterior of each section of the dwelling? [ ] Yes [X] No If No, provide the data source(s) for the HUD Certification Label #'s
No HUD Data Plate/Compliance Certification Label #'s available.

Manufacturer's Serial #(s)/VIN #(s) Unknown
HUD Certification Label #(s) Unknown
Manufacturer's Name Unknown Trade/Model Unknown Date of Manufacture Unknown
Do the Wind, Roof Load, and Thermal Zones meet the minimum HUD requirements for the location of the subject property? [X] Yes [ ] No If No, explain
It is assumed that the subject property meets the HUD requirements for its location.

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Manufactured Home Appraisal Report

File # 091218G

GENERAL DESCRIPTION		FOUNDATION		EXTERIOR DESCRIPTION materials/condition		INTERIOR materials/condition	
# of Units	X One ☐ Additions	☐ Poured Concrete ☐ Concrete Runners		Siding	brick veneer/fair	Floors	laminate/vinyl/avg
# of Stories	X 1 ☐ 2 ☐ Other	X Block & Pier ☐ Other-att. description		Exterior Walls	brick/masonite/fair	Walls	panel/drywall/avg
Design (Style)	single wide	☐ Full Basement ☐ Partial Basement		Roof Surface	metal/average	Trim/Finish	wood/avg
# of Sections	X 1 ☐ 2 ☐ 3	Basement Area	None sq. ft.	Gutters & Downspouts	none	Bath Floor	vinyl/fair
☐ Other		Basement Finish	N/A %	Window Type	DH wood/metal/fair	Bath Wainscot	fibrlgs/fair
Type X Det. ☐ Att. ☐ S-Det./End Unit		N Outside Entry/Exit	N Sump Pump	Storm Sash/Insulated	none	Car Storage	☐ None
X Existing ☐ Proposed ☐ Under Const.		Evidence of	N Infestation	Screens	partial/fair	X Driveway	# of Cars 2
Year Built 1969	Effective Age (Yrs) 30	N Dampness	N Settlement	Doors	wood/fair	Driveway Surface	concrete/dirt
Attic	X None	Heating X FWA ☐ HWBB ☐ Radiant		Amenities	☐ WoodStove(s)#	☐ Garage	# of Cars none
☐ Drop Stair	☐ Stairs	☐ Other	Fuel gas	☐ Fireplace(s) #	X Fence	☐ Carport	# of Cars none
☐ Floor	☐ Scuttle	Cooling X Central Air Conditioning		☐ Patio/Deck	X Porch	☐ Attached	☐ Detached
☐ Finished	☐ Heated	☐ Individual ☐ Other		☐ Pool	☐ Other	☐ Built-in	

Appliances ☐ Refrigerator P Range/Oven ☐ Dishwasher ☐ Disposal ☐ Microwave ☐ Washer/Dryer ☐ Other (describe)

Finished area **above** grade contains: 5 Rooms 3 Bedrooms 1 Bath(s) 920 Square Feet of Gross Living Area Above Grade

Describe any additions or modifications (decks, rooms, remodeling, etc.) The subject property appears to have originally been a single wide manufactured home that has been "bricked in" with a rear addition of two bedrooms & a hallway. The subject property has some panel walls. *** See Additional Comments ***

IMPROVEMENTS

Installer's Name Unknown Date Installed Unknown Model year Unknown

Is the manufactured home attached to a permanent foundation system? X Yes ☐ No If No, describe foundation system and the manner of attachment.

Have the towing hitch, wheels, and axles been removed? X Yes ☐ No If No, explain.

Is the manufactured home permanently connected to a septic tank or sewage system and other utilities? X Yes ☐ No If No, explain

Does the dwelling have sufficient gross living area and room dimensions to be acceptable to the market? X Yes ☐ No If No, explain

Additional features (special energy efficient items, non-realty items, etc.) None

The appraiser must rate the quality of construction for the subject unit based on objective criteria (such as N.A.D.A. Manufactured Housing Appraisal Guide®, Marshall & Swift Residential Cost Handbook®, or other published cost service). The appraiser must also report the source used for this quality of construction rating determination.

Quality ☐ Poor ☐ Fair X Average ☐ Good ☐ Excellent Identify source of quality rating Marshall & Swift

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). The subject property is considered to be in average to fair conditiion. The masonite portion of the exterior siding is deteriorating. At the time of the inspection and according to the owner, the HVAC system was not working and in need of repair. A free standing range was the only appliance in the kitchen. *** See Additional Comments ***

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes X No If Yes, describe

However, your appraiser could conduct a head & shoulders inspection of the crawl space only. It appears the subject foundations is block & brick piers on a brick curtain wall. *** See Additional Comments ***

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? X Yes ☐ No If No, describe

COST APPROACH

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) The site value was estimated from closed sales and active listings in the MLS and information obtained from the Tax Assessor's Web site. The Cost Approach is not required.

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW

Source of cost data		Effective date of cost data	Quality rating from cost service
OPINION OF SITE VALUE		$	Exterior Dimensions of the Subject Unit
Section One	Sq. ft. @ $	$	X = Sq. ft.
Section Two	Sq. ft. @ $	$	X = Sq. ft.
Section Three	Sq. ft. @ $	$	X = Sq. ft.
Section Four	Sq. ft. @ $	$	X = Sq. ft.
		$	Total Gross Living Area: Sq. ft.
		$	Other Data Identification
		$	N.A.D.A. Data Identification Info: Edition Mo: Yr:
	Sub-total:	$	M/H State: Region: Size: ft. x ft.
	Cost Multiplier (if applicable):	X	Gray pg. White pg. Black SVS pg.
	ModifiedSub-total:		15 years and older Conversion Chart pg. Yellow pg.
	Physical Depreciation or Condition Modifier:		Comments:
	Functional Obsolescence (not used for N.A.D.A.):		
	External Depreciation or State Location Modifier:		
	Delivery, Installation, and Setup (not used for N.A.D.A.):	$	
	Other Depreciated Site Improvements:	$	
	Market Value of Subject Site (as supported above):	$ 10,000	
	Indicated Value by Cost Approach	$	Estimated Remaining Economic Life (HUD and VA only) Years

Summary of Cost Approach N/A

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Manufactured Home Appraisal Report

File # 091218G

There are 2 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 34900 to $ 39900

There are 15 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 13000 to $ 40000

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	8391 Winnsboro Road Blythewood, SC 29016	303 Ashley Creek Drive Elgin, SC 29045		709 Big Fork Road Winnsboro, SC 29180		201 Robin Hood Road Elgin, SC 29045	
Proximity to Subject		16.33 miles E		6.26 miles NW		11.05 miles E	
Sale Price	$		$ 21,700		$ 16,000		$ 35,000
Sale Price/Gross Liv. Area	$ sq. ft.	$ 23.48 sq. ft.		$ 13.99 sq. ft.		$ 31.11 sq. ft.	
Manufactured Home		[X] Yes [ ] No		[X] Yes [ ] No		[X] Yes [ ] No	
Data Source(s)		MLS/Tax Assessor		MLS/Tax Assessor		MLS/Tax Assessor	
Verification Source(s)		Appraiser		Appraiser		Appraiser	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		cash no concessions		cash no concessions		unknown unknown	
Date of Sale/Time		06/18/12 closed		09/14/12 closed		02/08/12 closed	
Location	rural	rural		rural		rural	
Leasehold/Fee Simple	fee simple	fee simple		fee simple		fee simple	
Site	.27+-ac	1.04+-ac		1+-ac		1.31+-ac	-2,500
View	resident/woods	woods		resident/woods		resident/woods	
Design (Style)	manufactured	manufactured		manufactured		manufactured	
Quality of Construction	average	average		average		average	
Actual Age	43	20		15		15	
Condition	fair-average	average	-3,000	fair-average		average	-3,000
Above Grade Room Count (Total / Bdrms. / Baths)	5 / 3 / 1	5 / 2 / 2	-3,000	5 / 3 / 2	-3,000	5 / 2 / 2	-3,000
Gross Living Area	920 sq. ft.	924 sq. ft.		1,144 sq. ft.	-4,500	1,125 sq. ft.	-4,100
Basement & Finished Rooms Below Grade	none	none		none		none	
Functional Utility	good	good		good		good	
Heating/Cooling	central	central		none	+2,500	fwa/win units	+2,500
Energy Efficient Items	none	none		none		none	
Garage/Carport	none	none		single carport	-1,000	det dbl garage	-1,500
Porch/Patio/Deck	cpor	deck	+1,000	cpor		deck	+1,000
	no f/p	no f/p		one f/p	-1,000	one f/p	-1,000
Net Adjustment (Total)		[ ] + [X] -	$ -5,000	[ ] + [X] -	$ -7,000	[ ] + [X] -	$ -11,600
Adjusted Sale Price of Comparables		Net Adj. 23.04% Gross Adj 32.26%	$ 16,700	Net Adj. 43.75% Gross Adj 75.00%	$ 9,000	Net Adj. 33.14% Gross Adj 53.14%	$ 23,400

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

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

Data Source(s) bank source/Masters Report

My research [X] did [ ] did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s) Tax Assessor

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 4).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	08/08/2012	12/05/2011		02/08/12
Price of Prior Sale/Transfer	10,501	50,000		26,000
Data Source(s)	Masters Report	tax assessor/MLS	tax assessor/MLS	tax assessor/MLS
Effective Date of Data Source(s)	09/21/2012	09/21/2012	09/21/2012	09/21/2012

Analysis of prior sale or transfer history of the subject property and comparable sales The subject property and comp one were foreclosure sales as shown above. According to the MLS, comp three was an estate sale as shown above. According to the tax assessor's office there were no other prior sales of the subject property within the previous 36 months and no prior sales on comp two within the previous 12 months from the sales date posted above.

Summary of Sales Comparison Approach All three comps are manufactured homes in similar settings as the subject. Based on information obtained from the tax assessor's office a slight adjustment is made for comp three under the "site" item. According to the comments and interior photos posted in the MLS, comps one & three differ slightly as to "condition". Comp three is dated. All three comps exceed the proximity guidelines and the adjustments for all three comps are excessive. This is typical & unavoidable when appraising manufactured homes in this type of rural setting in northern Richland County due to a lack of recent sales in the immediate neighborhood. For valuation purposes, the use of all three comps to determine market value is warranted. *** See Additional Comments ***

Indicated Value by Sales Comparison Approach $ 16,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 16,000 Cost Approach $ Not Required Income Approach (If developed) $ N/A

This appraisal is made [ ] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [X] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. subject to the HVAC system being repaired and becoming operational.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 16,000, as of 09/17/2012, which is the date of inspection and the effective date of this appraisal.

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Manufactured Home Appraisal Report

File # 091218G

ADDITIONAL COMMENTS

This appraisal report is not intended to be used for insurance purposes. I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three year period immediately preceding acceptance of this assignment.This report has been electronically prepared in compliance with the USPAP Guidelines which included a digital signature and adequate security measures in place to protect the integrity of the data produced by the appraiser. There is no personal property included in the value opinion of the subject property.

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae.)

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

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

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

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

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

Legal name of project N/A

Total number of phases	Total number of units	Total number of units sold
Total number of units rented	Total number of units for sale	Data Source(s)

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

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

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

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

Describe common elements and recreational facilities.

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ADDITIONAL COMMENTS

Borrower or Owner	N/A				
Property Address	8391 Winnsboro Road				
City	Blythewood	County	Richland	State	SC	Zip Code	29016
Lender or Client	South Carolina Bank & Trust				

SCOPE OF THE APPRAISAL

The Owner of Public Record is the South Carolina Operating Room Equipment, LLC.

NEIGHBORHOOD DESCRIPTION

There is a variety of properties in the general neighborhood including manufactured homes, bungalow residential properties, custom built medium to large homes on multiple acre sites, commercial properties and vacant land. Overall marketability and acceptance for this area is average. The subject property is considered to be on the fringe of the popular Blythewood community.

MARKET CONDITIONS

Homes in the neighborhood are typically financed with VA, FHA and conventional loans with the buyer and seller negotiating closing costs. The exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an anyalysis of past events assuming competitive and open market. The 55% "Other" under the Percent Land Use section above is vacant land.

ADDITIONS / MODIFICATIONS TO SUBJECT

6.5' to 7' ceilings, no attic access found by your appraiser, and block pier foundation. These are all characteristics of a manufactured home. The Richland County Tax Assessor's office indicates the "County Use Code" as Mobile Home and the "Universal Lane Use" as Mobile Home. Therefore, your appraiser is making the assumption that the subject property is a modified manufactured home.

CONDITION OF PROPERTY

There is some type of heating device located in the living room. It is not known if this is a supplemental heating device or if it is operational. The current owner did not know what this was or if it was operational. The power was on and water was on. It appears at one time there was a detached double carport adjacent to the dwelling; however the roof has been removed and the area is now a double car parking pad. Overall quality of construction is considered to be average. There is no functional obsolesence noted. There is a slight degree of external obsolesence due to the subject location on a heavily traveled major road. Physical depreciation is typical of properties of similar age, maintenance and quality of construction.

LIVABILITY, SOUNDESS, STRUCTURAL INTEGRITY

Your appraiser cannot certify to the soundness of the foundation.

SUMMARY OF SALES COMPARISON APPROACH

A final value opinion of $16,000 is within market range. The Intended User of this appraisal report is the Client. The Intended Use is to evaluate the property that is the subject of this appraisal for bank purposes, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of the appraisal form, and Definition of Market Value. No additional Users are identified by the appraiser.

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This report form is designed to report an appraisal of a one-unit manufactured home; including a manufactured home in a planned unit development (PUD). A Manufactured home located in either a condominium or cooperative project requires the appraiser to inspect the project and complete the project information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

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

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

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

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

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

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

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

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I also developed the cost approach to value as support for the sales comparison approach. I have adequate comparable market and cost data to develop reliable sales comparison and cost approaches for this appraisal assignment. I further certify that I considered the income approach to value but did not develop it, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgageloanapplication).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

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

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

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

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

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

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

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

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

APPRAISER

Signature _____
Name Eugene Garvin, Jr.
Company Name GARVIN APPRAISALS
Company Address 5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
Telephone Number 803-779-4243
Email Address ecgarvin@garvinappraisals.com
Date of Signature and Report September 21, 2012
Effective Date of Appraisal 09/17/2012
State Certification # 2746
or State License # _____
or Other _____
State SC
Expiration Date of Certification or License 06/30/2014

ADDRESS OF PROPERTY APPRAISED
8391 Winnsboro Road
Blythewood, SC 29016

APPRAISED VALUE OF SUBJECT PROPERTY $ 16,000

LENDER/CLIENT
Name _____
Company Name South Carolina Bank & Trust
Company Address 700 Gervais Street, Columbia, SC 29201
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

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

SUBJECT PROPERTY

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

COMPARABLE SALES

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

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Market Conditions Addendum to the Appraisal Report File No. 091218G

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 8391 Winnsboro Road City Blythewood State SC ZIP Code 29016

Borrower N/A

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

MARKET RESEARCH & ANALYSIS

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)	5	7	3	Increasing / X Stable / Declining
Absorption Rate (Total Sales/Months)	0.83	2.33	1.00	Increasing / X Stable / Declining
Total # of Comparable Active Listings	4	2	2	Declining / X Stable / Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	4.80	0.86	2.00	Declining / X Stable / Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Median Comparable Sale Price	$26,000	$32,500	$25,000	Increasing / X Stable / Declining
Median Comparable Sales Days on Market	54	54	20	X Declining / Stable / Increasing
Median Comparable List Price	$33,950	$22,450	$37,400	Increasing / X Stable / Declining
Median Comparable Listings Days on Market	63.5	51.5	64	Declining / X Stable / Increasing
Median Sale Price as % of List Price	94.59%	90.26%	90.12%	Increasing / X Stable / Declining
Seller-(developer, builder, etc.) paid financial assistance prevalent?	X Yes / No			Declining / X Stable / Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Seller concessions are typical for this neighborhood and that trend has held steady for the previous 12 months. It does not appear that these concessions are increasing, but as always they are negotiated by the seller & borrower.

Are foreclosure sales (REO sales) a factor in the market? X Yes ☐ No If yes, explain (including the trends in listings and sales of foreclosed properties).
Foreclosure sales do occur in this particular market. In the past they were purchased by investors who would repair or renovate the properties and place them back on the market at competitive prices. However with the banks now reluctant to make investor loans they are directly listing REO and often accepting below market offers.

Cite data sources for above information. tax assessor's office/MLS/appraiser's office data

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.
The above data supports the information in the Neighborhood section of the appraisal report. There has been a slowdown of sales in the general area due to the current economic conditions. Due to limited sales, it is difficult to determine if any significant trends have been established.

CONDO/COOP PROJECTS

If the subject is a unit in a condominium or cooperative project, complete the following: **Project Name:**

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)				Increasing / Stable / Declining
Absorption Rate (Total Sales/Months)				Increasing / Stable / Declining
Total # of Active Comparable Listings				Declining / Stable / Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				Declining / Stable / Increasing

Are foreclosure sales (REO sales) a factor in the project? ☐ Yes ☐ No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

APPRAISER

Signature	Signature
Appraiser Name Eugene Garvin, Jr.	Appraiser Name
Company Name GARVIN APPRAISALS	Company Name
Company Address 5 CALENDAR COURT STE 103, COLUMBIA, SC 29206	Company Address
State License/Certification # 2746 State SC	State License/Certification # State
Email Address ecgarvin@garvinappraisals.com	Email Address

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File No. 091218G

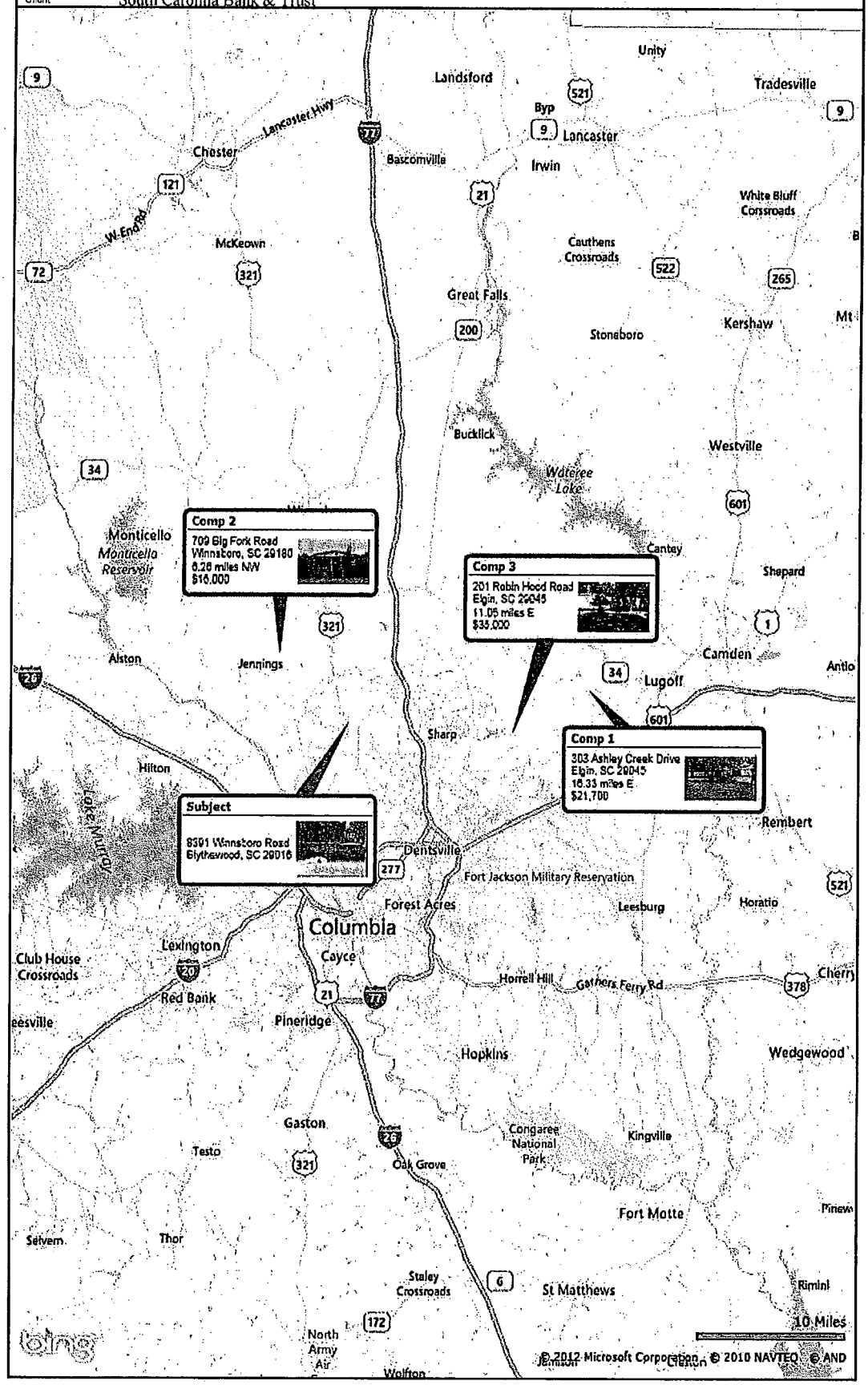
Location Map

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust



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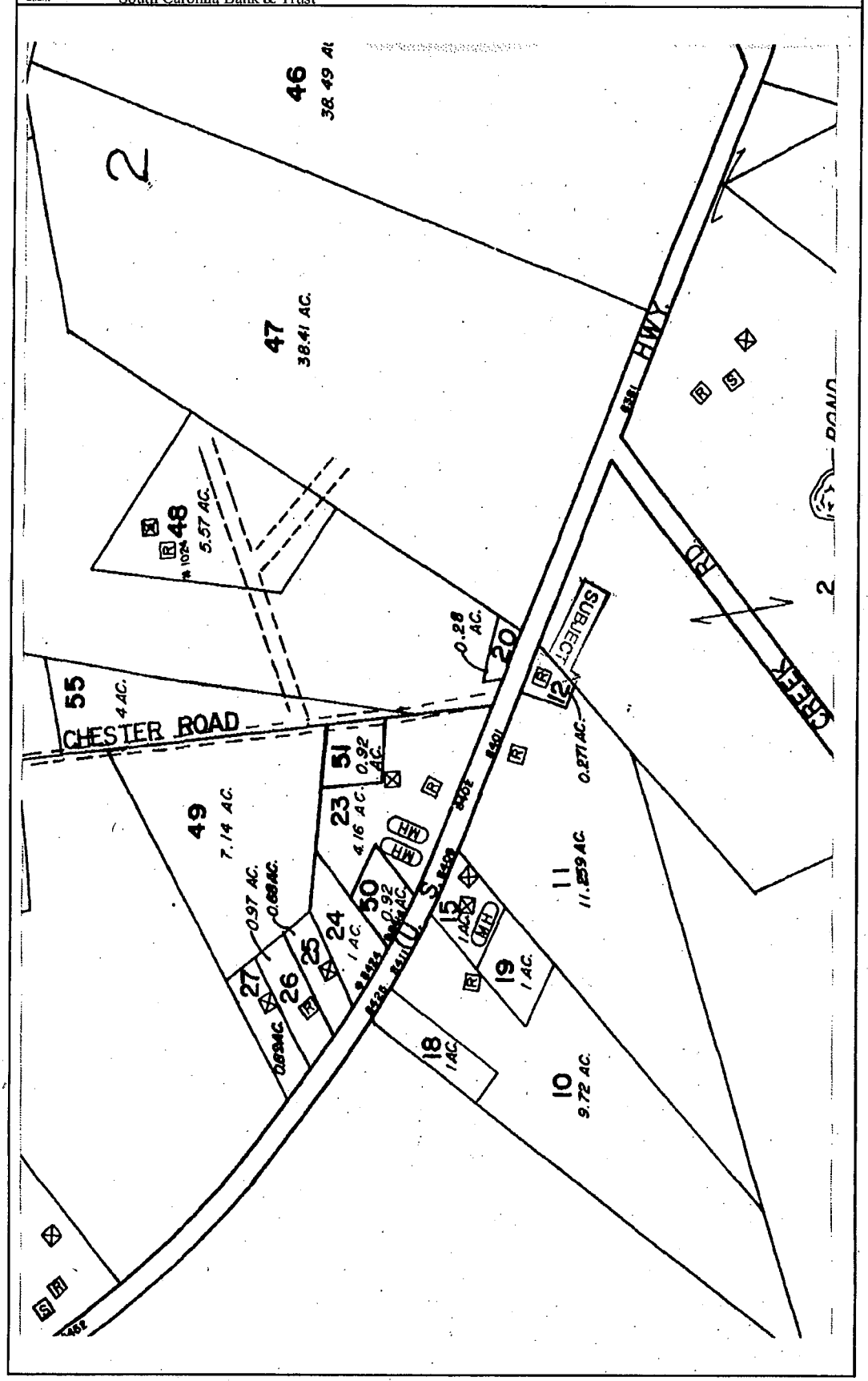
SITE PLAN

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust

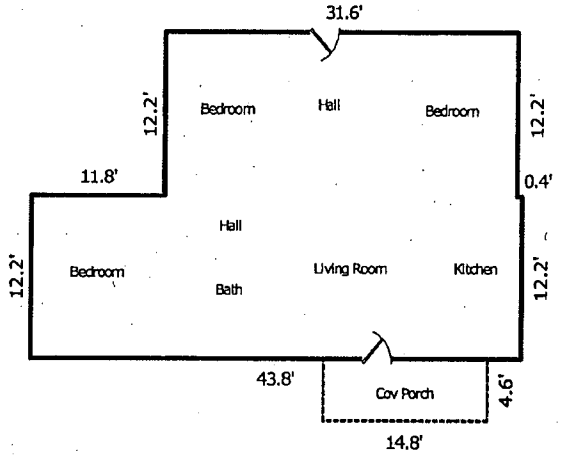


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File No. 091218G

SKETCH ADDENDUM

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust



Sketch by Apex Medina™

Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	919.9	919.9
P/P	Cov Porch	68.1	68.1
Net LIVABLE Area		(rounded)	920

LIVING AREA BREAKDOWN

Breakdown			Subtotals
First Floor			
12.2	x	31.6	385.5
43.8	x	12.2	534.4
2 Items		(rounded)	920

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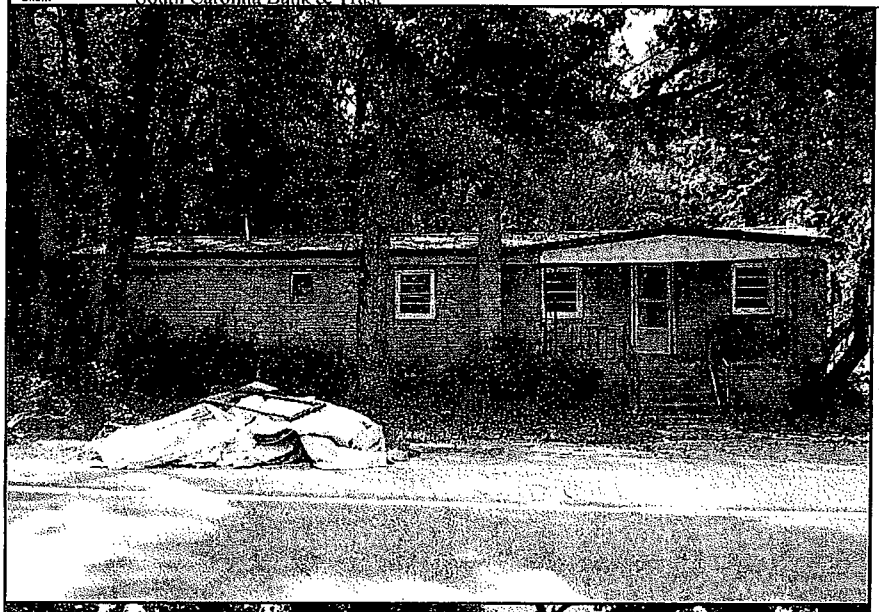
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

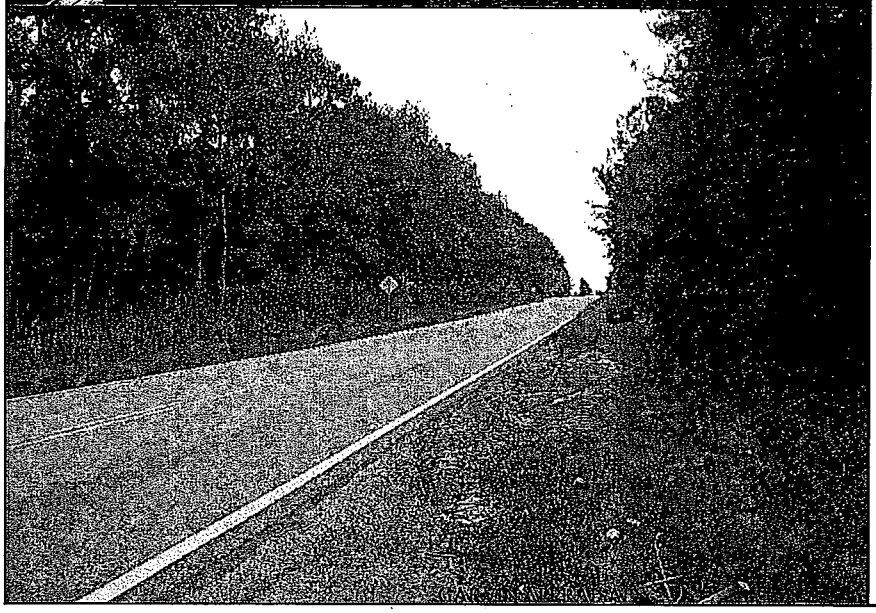
Client South Carolina Bank & Trust



FRONT VIEW OF SUBJECT PROPERTY



REAR VIEW OF SUBJECT PROPERTY



STREET SCENE OF SUBJECT PROPERTY

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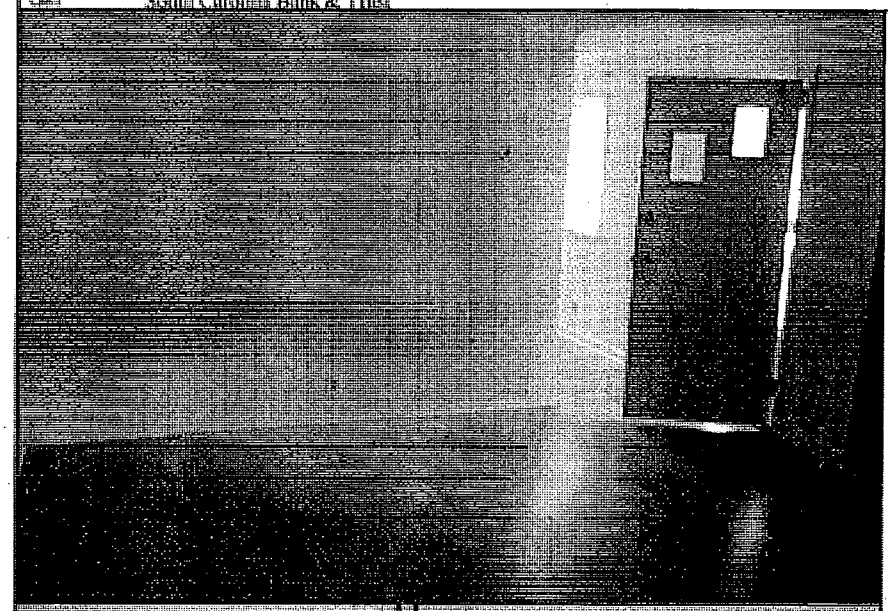
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

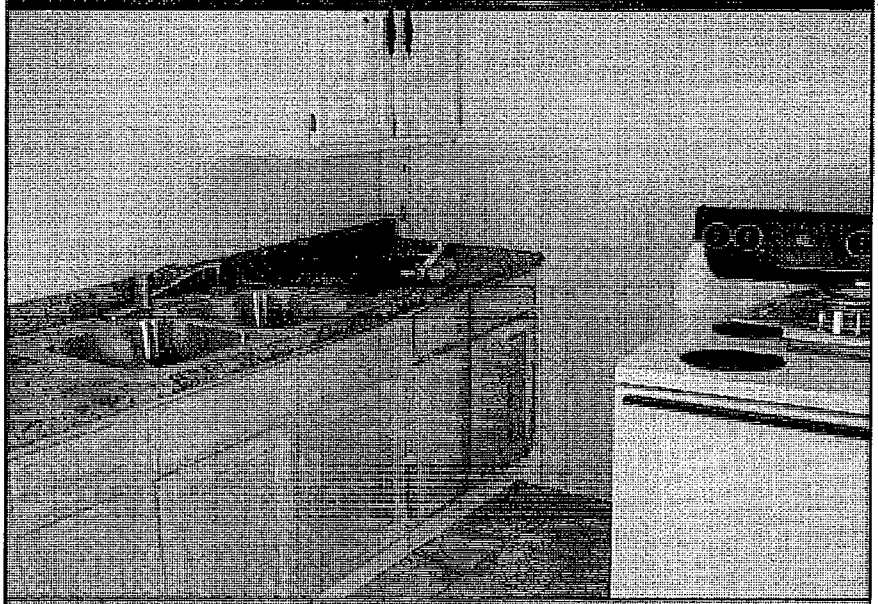
Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

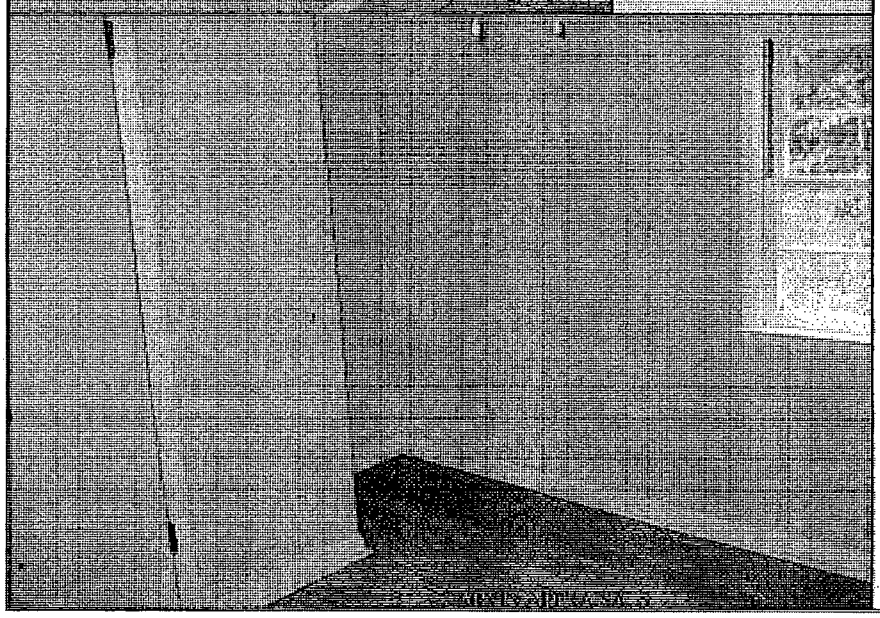
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8391 Winnsboro Road
LIVING ROOM



8391 Winnsboro Road
KITCHEN



8391 Winnsboro Road
BEDROOM

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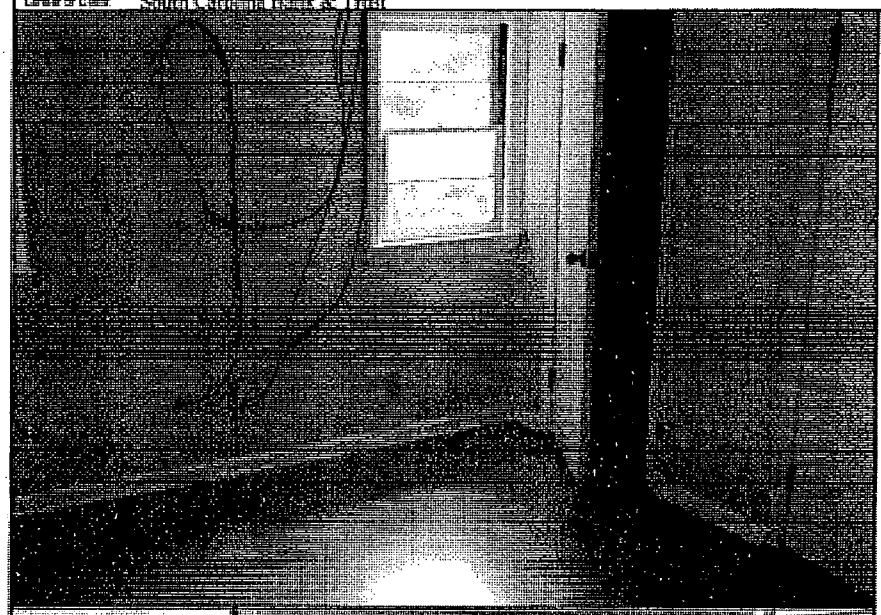
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

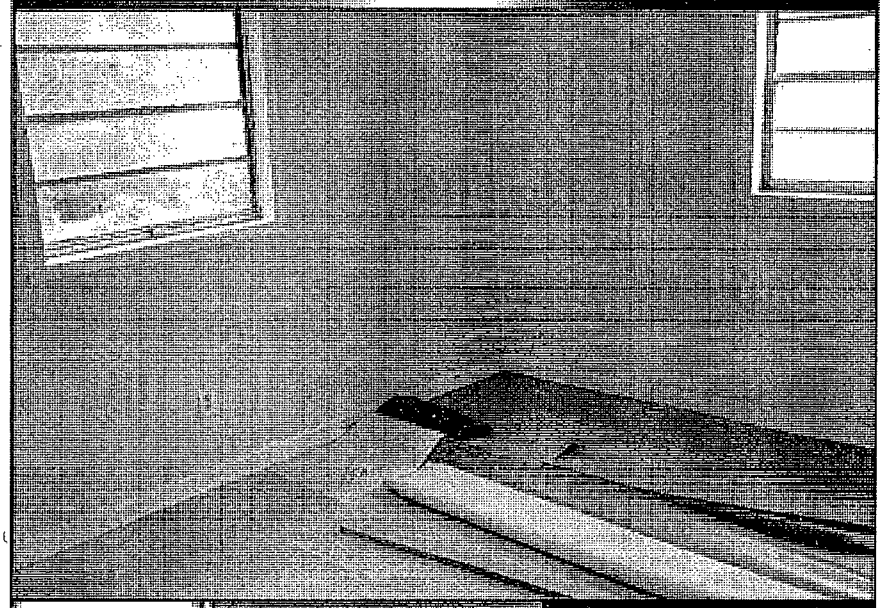
Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

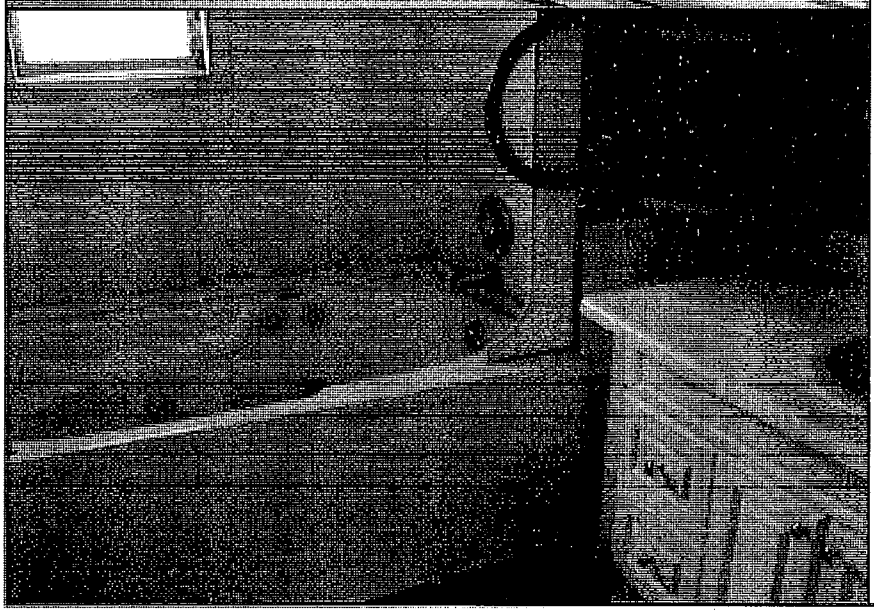
Lender or Client South Carolina Bank & Trust



8391 Winnsboro Road
BEDROOM



8391 Winnsboro Road
BEDROOM



8391 Winnsboro Road
BATH

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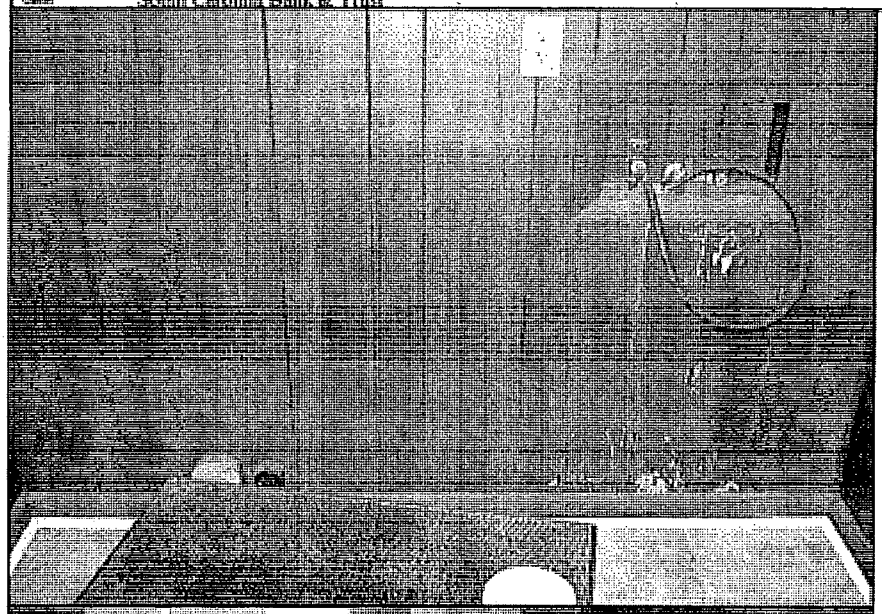
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

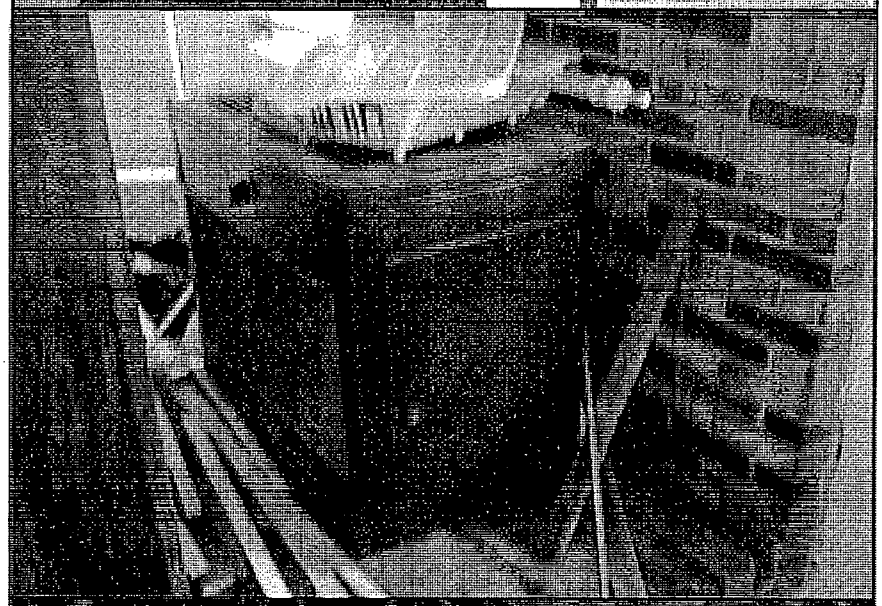
Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust



8391 Winnsboro Road
LAUNDRY CLOSET



8391 Winnsboro Road
HEATING SYSTEM IN LR



8391 Winnsboro Road
CONCRETE BLOCK PIER

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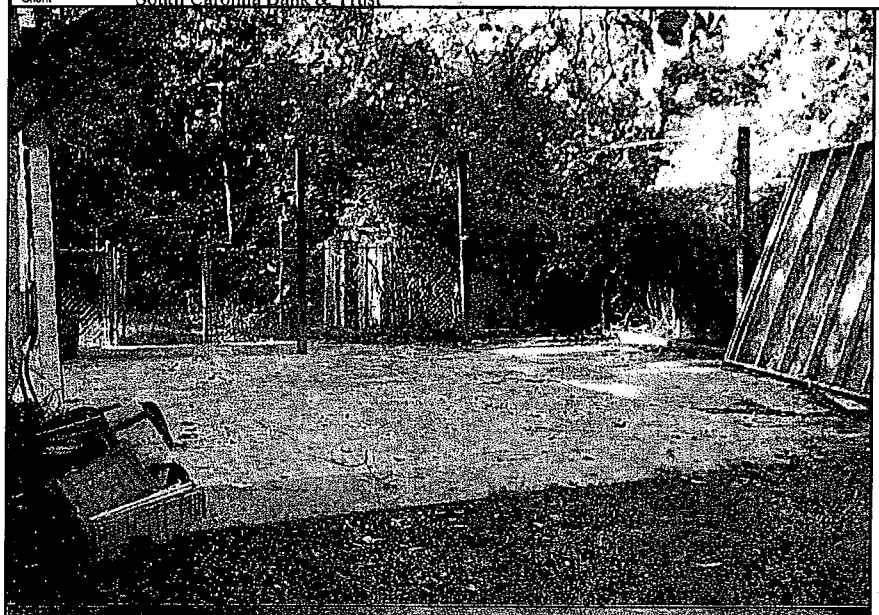
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust



8391 Winnsboro Road
PARKING PAD



8391 Winnsboro Road
DETERIORATING SIDING



8391 Winnsboro Road
HVAC SYSTEM

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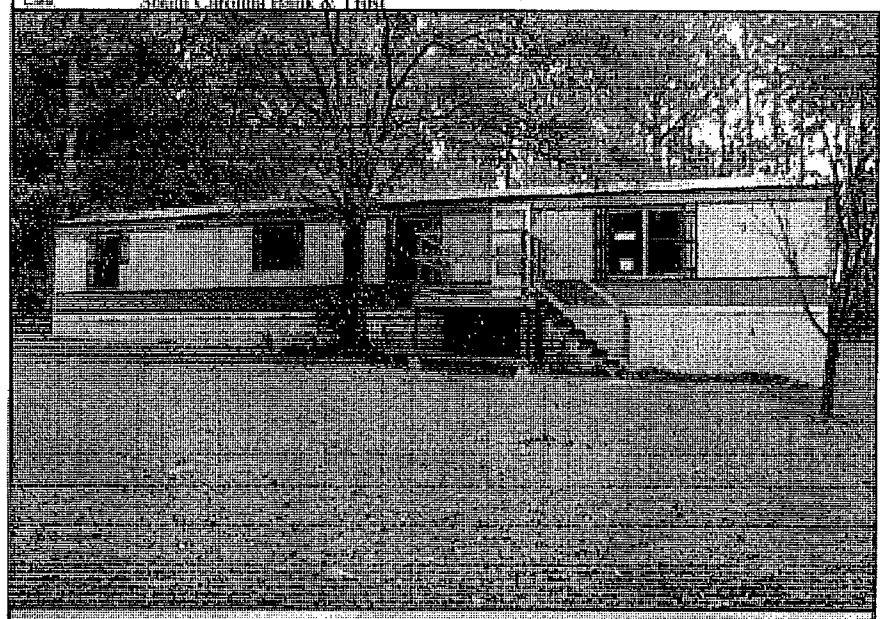
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust



COMPARABLE #1

303 Ashley Creek Drive
Elgin, SC 29045

Price	$21,700
Price/SF	23.48
Date	06/18/12 closed
Age	20
Room Count	5-2-2
Living Area	924
Value Indication	$16,700



COMPARABLE #2

709 Big Fork Road
Winnsboro, SC 29180

Price	$16,000
Price/SF	13.99
Date	09/14/12 closed
Age	15
Room Count	5-3-2
Living Area	1,144
Value Indication	$9,000



COMPARABLE #3

201 Robin Hood Road
Elgin, SC 29045

Price	$35,000
Price/SF	31.11
Date	02/08/12 closed
Age	15
Room Count	5-2-2
Living Area	1,125
Value Indication	$23,400

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File No. 091218G

CURRENT LICENSES

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust

State of South Carolina BCD 1017249
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

EUGENE C GARVIN JR

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: **2746**

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

State of South Carolina BCD [illegible]
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

THOMAS E. GARVIN

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: **4831**

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

State of South Carolina BCD 1025437
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

O'NEIL H. CANNON II

Is hereby entitled in practice as a:

Certified Residential Appraiser

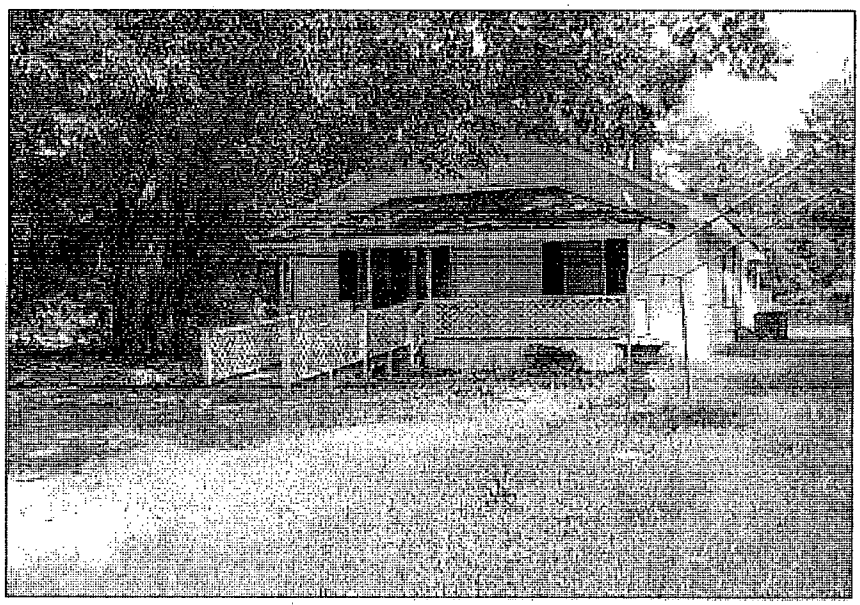
License Number: **4543**

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

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File No. 091217G



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

4824 Linden Street
Columbia, SC 29203

for

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

as of

09/13/2012

by

Eugene Garvin, Jr.
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206

GARVIN APPRAISALS

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GARVIN APPRAISALS
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
803-779-4243

September 21, 2012

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

Property -	4824 Linden Street Columbia, SC 29203
Borrower -	N/A
File No. -	091217G
Case No. -	

Dear :

In accordance with your request, I have prepared an appraisal of the real property located at 4824 Linden Street, Columbia, SC.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the Summary Report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 09/13/2012 is :

$25,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

GARVIN APPRAISALS

Eugene Garvin, Jr.
SC Certification #2746

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Uniform Residential Appraisal Report

File # 091217G

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

SUBJECT

Property Address 4824 Linden Street | City Columbia | State SC | Zip Code 29203
Borrower N/A | Owner of Public Record SC Operating Room Equip. | County Richland
Legal Description Lts 12, 13, 14, Block 6 - College View
Assessor's Parcel # 09313-03-21 | Tax Year 2011 | R.E. Taxes $ 1,393
Neighborhood Name College View | Map Reference College View | Census Tract 106.00
Occupant [ ] Owner [ ] Tenant [X] Vacant | Special Assessments $ 0 | [ ] PUD | HOA $ 0 [ ] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] Other (describe) detemine market value for bank
Lender/Client South Carolina Bank & Trust | Address 700 Gervais Street, Columbia, SC 29201
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? [ ] Yes [X] No
Report data source(s) used, offering price(s), and date(s). MLS

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price $ | Date of Contract | Is the property seller the owner of public record? [ ] Yes [ ] No | Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No
If Yes, report the total dollar amount and describe the items to be paid:

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing			Percent Land Use %	
Location	[X] Urban	[ ] Suburban	[ ] Rural	Property Values	[ ] Increasing	[ ] Stable	[X] Declining	PRICE	AGE		One-Unit	80 %
Built-Up	[X] Over 75%	[ ] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	$(000)	(yrs)		2-4 Unit	2 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[ ] Under 3 mths	[X] 3-6 mths	[ ] Over 6 mths	20	Low	0	Multi-Family	%
Neighborhood Boundaries	to the north by I-20, east by Highway 277, south by Sunset Drive and west by the Broad River.							200	High	90	Commercial	18 %
								65	Pred.	65	Other	%

Neighborhood Description The subject property is located approximately 2 miles north of the downtown Columbia area in the Eau Claire neighborhood. This area allows for good access to employment centers, shopping and schools. *** See Additional Comments ***
Market Conditions (including support for the above conclusions) Market conditions are currently attractive as interest rates remain at historical lows. Property values in the neighborhood area appear to be stable. Supply and demand are in balance with typical exposure times being from three to six months. *** See Additional Comments ***

SITE

Dimensions 75Fx200LSx75Rx200RS | Area 15000 sf | Shape rectangular | View N;Res;
Specific Zoning Classification RS HD | Zoning Description single family residential allowed
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements–Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[X]	[ ]	Alley none/typical	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [X] No | FEMA Flood Zone X | FEMA Map No. 4501700084 G | FEMA Map Date 01/19/94
Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No. If No, describe
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe
Drainage and utility easements are typical for the area and don't adversely affect the subject's marketability or value. No adverse easements or encroachments were noted.

IMPROVEMENTS

General Description		Foundation		Exterior Description materials/condition		Interior materials/condition	
Units	[X] One [ ] One with Accessory Unit	[ ] Concrete Slab	[X] Crawl Space	Foundation Walls	piers/fair	Floors	hwd/laminate/avg
# of Stories	1.00	[ ] Full Basement	[ ] Partial Basement	Exterior Walls	aluminum/average	Walls	plaster/panel/avg
Type	[X] Det. [ ] Att. [ ] S-Det/End Unit	Basement Area	0 sq. ft.	Roof Surface	comp shingles/average	Trim/Finish	wood/avg
	[X] Existing [ ] Proposed [ ] Under Const.	Basement Finish	0 %	Gutters & Downspouts	none	Bath Floor	vinyl/avg
Design (Style)	bungalow	[N] Outside Entry/Exit	[N] Sump Pump	Window Type	DH wood/fair	Bath Wainscot	fibrgls/avg
Year Built	1945	Evidence of [N] Infestation		Storm Sash/Insulated	none	Car Storage	[ ] None
Effective Age (Yrs)	40	[N] Dampness	[N] Settlement	Screens	none		[X] Driveway # of Cars 2
Attic	[ ] None	Heating [X] FWA	[ ] HWBB [ ] Radiant	Amenities	[ ] WoodStove(s)# 0	Driveway Surface	dirt
	[X] Drop Stair [ ] Stairs	[ ] Other	Fuel electric	[ ] Fireplace(s) # 0	[X] Fence part rea	[ ] Garage	# of Cars 0
	[ ] Floor [ ] Scuttle	Cooling [X] Central Air Conditioning		[ ] Patio/Deck none	[X] Porch cpor	[ ] Carport	# of Cars 0
	[ ] Finished [ ] Heated	[ ] Individual	[ ] Other	[ ] Pool none	[ ] Other none	[ ] Att. [ ] Det.	[ ] Built-in

Appliances [ ] Refrigerator [P] Range/Oven [ ] Dishwasher [ ] Disposal [ ] Microwave [ ] Washer/Dryer [ ] Other (describe)
Finished area above grade contains: 5 Rooms | 2 Bedrooms | 1.0 Bath(s) | 1,088 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.) cov front porch w/handicap access ramp, laminate & hardwood flooring, heatpump (2007) according to owner's agent.
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C5;No updates in the prior 15 years;The subject property is in average to fair overall condition. There is no functional or external obsolesence noted and no major repairs cited. Quality of construction is considered to be average to fair. Physical depreciation is typical of properties of similar age, similar maintenance and quality of construction.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [ ] Yes [X] No If Yes, describe
There are no adverse environmental conditions observed by your appraiser for the neighborhood; however your appraiser is not an environmental expert. The subject property was vacant at the time of the appraisal inspection and all utilities were appeared to be operable.
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes [ ] No If No, describe

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Uniform Residential Appraisal Report

File # 091217G

There are 14 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 20,000 to $ 50,000

There are 9 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 21,050 to $ 49,000

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	4824 Linden Street Columbia, SC 29203	5213 Spaulding Avenue Columbia, SC 29203		5113 Holmes Avenue Columbia, SC 29203		4304 Revelstoke Drive Columbia, SC 29203	
Proximity to Subject		0.65 miles E		0.75 miles E		1.14 miles W	
Sale Price	$	$ 24,900		$ 21,050		$ 25,000	
Sale Price/Gross Liv. Area	$ sq. ft.	$ 20.75 sq. ft.		$ 19.07 sq. ft.		$ 27.47 sq. ft.	
Data Source(s)		MLS# 312478;DOM 74		MLS# 304032;DOM 14		MLS# 301798;DOM 162	
Verification Source(s)		Appraiser/MLS		Appraiser/MLS		Appraiser/MLS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		ArmLth Cash;0		REO Cash;0		REO Cash;0	
Date of Sale/Time		s08/12;c08/12		s02/12;c02/12		s06/12;c05/12	
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	15000 sf	6777 sf	0	9305 sf	0	15000 sf	
View	N;Res;	N;Res;		N;Res;		N;Res;	
Design (Style)	1 sty aluminum	1 sty brick ven	0	1 sty brick ven	0	1 sty brick ven	0
Quality of Construction	Q5	Q5		Q5		Q5	
Actual Age	67	59	0	62	0	42	0
Condition	C5	C5		C5		C5	
Above Grade Room Count (Total / Bdrms. / Baths)	5 / 2 / 1.0	5 / 2 / 1.0		5 / 2 / 1.0		5 / 3 / 1.0	0
Gross Living Area	1,088 sq. ft.	1,200 sq. ft.	-2,800	1,104 sq. ft.	0	910 sq. ft.	+4,500
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	average	average		average		average	
Heating/Cooling	central	none	+2,500	central		central	
Energy Efficient Items	none	none		none		none	
Garage/Carport	none	none		none		none	
Porch/Patio/Deck	cpor	cpor		cstp	+1,000	cstp	+1,000
	no fireplace	no fireplace		one fireplace	-1,000	no fireplace	
Net Adjustment (Total)		[ ] + [X] -	$ -300	[ ] + [ ] -	$ 0	[X] + [ ] -	$ 5,500
Adjusted Sale Price of Comparables		Net Adj. 1.20 % Gross Adj. 21.29 %	$ 24,600	Net Adj. 0.00 % Gross Adj. 9.50 %	$ 21,050	Net Adj. 22.00 % Gross Adj. 22.00 %	$ 30,500

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

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

Data Source(s) bank source/Masters Report

My research [X] did [ ] did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s) tax assessor/MLS

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

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	08/08/2012	12/05/11 & 05/21/12	01/23/2012	11/02/2011
Price of Prior Sale/Transfer	$25,001	$2,500 & $9,850	$26,704	$28,000
Data Source(s)	Masters Report	tax assessor/MLS	tax assessor/MLS	tax assessor/MLS
Effective Date of Data Source(s)	09/17/2012	09/17/2012	09/17/2012	09/17/2012

Analysis of prior sale or transfer history of the subject property and comparable sales According to information provided to your appraiser the subject property was a foreclosure sale as shown above. There have been no othe sales within the previous 36 months on the subject property. According to the tax assessor's office, comps one, two, three, four & six were foreclosure sales as shown above. There was no sale for the previous 12 months for comp five.

Summary of Sales Comparison Approach All six comps are located in the Eau Claire community, like the subject. Comp two is dated and comps five & six are current listings. Comps three & six exceed the line, net & gross adjustment guidelines due to the variance in gross living area. Comp four exceeds the line & gross adjustment guidelines due to the gross living area and other warranted adjustments. Due to location, similarity to the subject and/or the lack of recent sales data the use of all six comps is warranted. Comp four has masonite exterior siding & the adjustment is made under the "design" item. A final value opinion of $25,000 is within market range. The Intended User of this appraisal report is the Lender/Client. *** See Additional Comments ***

Indicated Value by Sales Comparison Approach $ 25,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 25,000 Cost Approach (if developed) $ 29,115 Income Approach (if developed) $ N/A

The Sales Comparison Analysis is given the most weight since it best reflects the actions of buyers and sellers in the market. The Cost Approach supports the Sales Analysis but was given less weight overall. The Income Approach was not considered appropriate for this type of single family residential property. *** See Additional Comments ***

This appraisal is made [X] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [ ] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 25,000, as of 09/13/2012, which is the date of inspection and the effective date of this appraisal.

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File No. 091217G

ADDITIONAL COMPARABLES

Borrower N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Lender/Client South Carolina Bank & Trust

FEATURE	SUBJECT	COMPARABLE SALE NO. 4	+(-)$ Adjustment	COMPARABLE SALE NO. 5	+(-)$ Adjustment	COMPARABLE SALE NO. 6	+(-)$ Adjustment
Address	4824 Linden Street Columbia, SC 29203	5745 Colonial Drive Columbia, SC 29203		4902 Linden Street Columbia, SC 29203		4844 Linden Street Columbia, SC 29203	
Proximity to Subject		1.40 miles E		0.05 miles N		0.04 miles N	
Sale Price	$	$ 22,050		$ 33,500		$ 29,500	
Sale Price/Gross Liv. Area	$ sq. ft.	$ 21.51 sq. ft.		$ 33.50 sq. ft.		$ 31.93 sq. ft.	
Data Source(s)		MLS# 306148;DOM 15		MLS# 298007;DOM 364		MLS# 301794;DOM 285	
Verification Source(s)		Appraiser/MLS		Appraiser/MLS		Appraiser/MLS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION		DESCRIPTION		DESCRIPTION	
Sale or Financing Concessions		REO Other;0		Listing		Listing	
Date of Sale/Time		s04/12;c03/12		Active		Active	
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	15000 sf	6733 sf	0	9020 sf	0	14731 sf	0
View	N;Res;	N;Res;		N;Res;		N;Res;	
Design (Style)	1 sty aluminum	1 sty masonite	+2,000	1 sty vinyl	0	1 sty brick ven	0
Quality of Construction	Q5	Q5		Q5		Q5	
Actual Age	67	27	0	59	0	59	0
Condition	C5	C5		C5		C5	
Above Grade Room Count (Total / Bdrms. / Baths)	5 / 2 / 1.0	5 / 3 / 1.1	-2,500	5 / 2 / 1.0		5 / 2 / 1.0	
Gross Living Area	1,088 sq. ft.	1,025 sq. ft.	+1,600	1,000 sq. ft.	+2,200	924 sq. ft.	+4,100
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	average	average		average		average	
Heating/Cooling	central	central		central		central	
Energy Efficient Items	none	none		none		none	
Garage/Carport	none	none		none		none	
Porch/Patio/Deck	cpor	cstp	+1,000	cstp/wkshop	0	cstp	+1,000
	no fireplace	no fireplace		no fireplace		no fireplace	
Net Adjustment (Total)		[X] + [ ] -	$ 2,100	[X] + [ ] -	$ 2,200	[X] + [ ] -	$ 5,100
Adjusted Sale Price of Comparables		Net Adj. 9.52 % Gross Adj. 32.20 %	$ 24,150	Net Adj. 6.57 % Gross Adj. 6.57 %	$ 35,700	Net Adj. 17.29 % Gross Adj. 17.29 %	$ 34,600

ITEM	SUBJECT	COMPARABLE SALE #4	COMPARABLE SALE #5	COMPARABLE SALE #6
Date of Prior Sale/Transfer	08/08/2012	12/05/2011		10/06/2011
Price of Prior Sale/Transfer	$25,001	$100		$31,926
Data Source(s)	Masters Report	tax assessor/MLS	tax assessor/MLS	tax assessor/MLS
Effective Date of Data Source(s)	09/17/2012	09/17/2012	09/17/2012	09/17/2012

Comment on Sales Comparison

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ADDITIONAL COMMENTS

This appraisal report is not intended to be used for insurance purposes. There is no personal property included in the value opinion of the subject property. I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three year period immediately preceding acceptance of this assignment. NOTE: The current Fannie Mae forms do not include this on the certification page. This report has been electronically prepared in compliance with the USPAP Guidelines which included a digital signature and adequate security measures in place to protect the integrity of the data produced by the appraiser.

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

The estimated opinion of value of the subject site is derived from previous sales, information obtained from the tax assessor's office and appraisals on similar lots within the subject neighborhood.

ESTIMATED [ ] REPRODUCTION OR [X] REPLACEMENT COST NEW	OPINION OF SITE VALUE	=$	8,500
Source of cost data Marshall & Swift/local builders	Dwelling 1,088 Sq. Ft. @ $ 50.00	=$	54,400
Quality rating from cost service avg-fair Effective date of cost data 06/2012	Sq. Ft. @ $	=$	
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	cpor		1,500
The cost approach estimates the replacement cost of the improvements plus the estimated value of the subject lot. Cost figures are based on data on file and information from local contractors. The land cost to value ratio is normal for this area. Remaining Economic Life = 20 years	Garage/Carport Sq. Ft. @ $	=$	0
	Total Estimate of Cost-New	=$	55,900
	Less Physical / Functional / External		
	Depreciation 37,285	=$	(37,285)
	Depreciated Cost of Improvements	=$	18,615
	'As-Is' Value of Site Improvements	=$	2,000
		=$	
Estimated Remaining Economic Life (HUD and VA only) 20 Years	Indicated Value By Cost Approach	=$	29,115

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

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

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

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

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

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

Legal name of project N/A

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

Total number of units rented | Total number of units for sale | Data Source(s)

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

Does the project contain any multi-dwelling units? [ ] Yes [ ] No Data Source(s)

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

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

Describe common elements and recreational facilities

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ADDITIONAL COMMENTS

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Lender or Client South Carolina Bank & Trust

SCOPE OF APPRAISAL
The Owner of Public Record is South Carolina Operating Room Equimpment, LLC.

NEIGHBORHOOD DESCRIPTION
Homes in the immediate neighborhood are typially small to medium in size and are of fair to average quality of construction. Overall marketability and acceptance for this area is average.

MARKET CONDITIONS
Homes in the this area are typically financed with FHA, VA and conventional loans with the buyer and seller negotiating closing costs. The exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. As information, the Fannie Mae definitiion is used, such as lender work.

SALES COMPARISON APPROACH
The Intended Use is to evaluate the property that is the subject of this appraisal for bank purposes, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of the appraisal form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

RECONCILIATION
Single family properties of this type are not typically valued based on their income potential. The Income Approach was not used in the valuation of the subject property because of a lack of sufficient recent sales with rental information to develop and adequately support a gross rent multiplier. The Cost Approach was given less weight due to the relative difficulty in accurately estimating accrued depreciation. The conclusions of the Sales Comparison Analysis give the best indication of the most probable price the subject property would bring on the open market.

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

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

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

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

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

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

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

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

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

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

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

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

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

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

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

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

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

APPRAISER

Signature _____
Name Eugene Garvin, Jr.
Company Name GARVIN APPRAISALS
Company Address 5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
Telephone Number 803-779-4243
Email Address ecgarvin@garvinappraisals.com
Date of Signature and Report 09/21/2012
Effective Date of Appraisal 09/13/2012
State Certification # 2746
or State License #
or Other State #
State SC
Expiration Date of Certification or License 06/30/2014

ADDRESS OF PROPERTY APPRAISED
4824 Linden Street
Columbia, SC 29203
APPRAISED VALUE OF SUBJECT PROPERTY $ 25,000
LENDER/CLIENT
Name No AMC
Company Name South Carolina Bank & Trust
Company Address 700 Gervais Street
Columbia, SC 29201
Email Address

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name
Company Name
Company Address

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

SUBJECT PROPERTY

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

COMPARABLE SALES

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

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Market Conditions Addendum to the Appraisal Report File No. 091217G

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 4824 Linden Street City Columbia State SC ZIP Code 29203

Borrower N/A

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

MARKET RESEARCH & ANALYSIS

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)	3	3	3	Increasing / X Stable / Declining
Absorption Rate (Total Sales/Months)	0.50	1.00	1.00	Increasing / X Stable / Declining
Total # of Comparable Active Listings	12	14	14	Declining / X Stable / Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	24.00	14.00	14.00	Declining / X Stable / Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Median Comparable Sale Price	$22,000	$25,000	$24,900	Increasing / X Stable / Declining
Median Comparable Sales Days on Market	74	113	195	Declining / X Stable / Increasing
Median Comparable List Price	$37,000	$34,250	$39,000	Increasing / X Stable / Declining
Median Comparable Listings Days on Market	279.5	258	242	X Declining / Stable / Increasing
Median Sale Price as % of List Price	87.30%	94.41%	89.25%	Increasing / X Stable / Declining
Seller-(developer, builder, etc.) paid financial assistance prevalent?	X Yes / No			Declining / X Stable / Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Seller concessions are typical for this neighborhood and that trend has held steady for the previous 12 months. It does not appear that these concessions are increasing, but as always they are negotiated by the seller & borrower.

Are foreclosure sales (REO sales) a factor in the market? X Yes / No If yes, explain (including the trends in listings and sales of foreclosed properties).
Foreclosure sales do occur in this particular market. In the past they were purchased by investors who would repair or renovate the properties and place them back on the market at competitive prices. However with the banks now reluctant to make investor loans they are directly listing REO and often accepting below market offers.

Cite data sources for above information. tax assessor's office/CMLS/appraiser's office data

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.
The above data supports the information in the Neighborhood section of the appraisal report. There has been a slowdown of sales in the general area due to the current economic conditions. Due to limited sales, it is difficult to determine if any significant trends have been established.

CONDO/COOP PROJECTS

If the subject is a unit in a condominium or cooperative project, complete the following: Project Name:

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)				Increasing / Stable / Declining
Absorption Rate (Total Sales/Months)				Increasing / Stable / Declining
Total # of Active Comparable Listings				Declining / Stable / Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				Declining / Stable / Increasing

Are foreclosure sales (REO sales) a factor in the project? Yes / No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

APPRAISER

Signature
Appraiser Name Eugene Garvin, Jr.
Company Name GARVIN APPRAISALS
Company Address 5 CALENDAR COURT STE 103, COLUMBIA, SC 29206
State License/Certification # 2746 State SC
Email Address ecgarvin@garvinappraisals.com

Signature
Appraiser Name
Company Name
Company Address
State License/Certification # State
Email Address

ELECTRONICALLY FILED - 2018 Apr 20 4:50 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4006317

File No. 091217G
Case No.

Borrower N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Lender/Client South Carolina Bank & Trust Address 700 Gervais Street, Columbia, SC 29201

Requirements - Condition and Quality Ratings Usage

Appraisers must utilize the following standardized conditions and quality ratings within the appraisal report.

Condition Ratings and Definitions

C1 - The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.*

**Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

C2 - The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finished have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

C3 - The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

C4 - The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

C5 - The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

C6 - The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Quality Ratings and Definitions

Q1 - Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified use. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are exceptionally high quality.

Q2 - Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q3 - Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4 - Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5 - Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6 - Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated - Little or no updating or modernization. This description includes, but is not limited to, new homes. Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated - The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost. An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled - Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion. A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example: 3.2 indicates three full baths and two half baths.

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Requirements - Abbreviations Used in Data Standardization Text

File No. 091217G
Case No.

Abbreviation	Full Name	Appropriate Fields
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
A	Adverse	Location & View
ArmLth	Arms Length Sale	Sale or Financing Concessions
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
B	Beneficial	Location & View
Cash	Cash	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
Comm	Commercial Influence	Location
c	Contracted Date	Date of Sale/Time
Conv	Conventional	Sale or Financing Concessions
CrtOrd	Court Ordered Sale	Sale or Financing Concession
DOM	Days On Market	Data Sources
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
Ind	Industrial	Location & View
In	Interior Only Stairs	Basement & Finished Rooms Below Grade
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
Listing	Listing	Sale or Financing Concessions
Mtn	Mountain View	View
N	Neutral	Location & View
NonAm	Non-Arms Length Sale	Sale or Financing Concessions
BsyRdm	Busy Road	Locations
o	Other	Basement & Finished Rooms Below Grade
Prk	Park View	View
Pstrl	Pastoral View	View
PwrLn	Power Lines	View
PubTrn	Public Transportation	Location
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
s	Settlement Date	Date of Sale/Time
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdraw Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
wu	Walk Up Basement	Basement & Finished Rooms Below Grade
WtrFr	Water Frontage	Location
Wtr	Water View	View
Woods	Woods View	View

ABBREVIATED ENTRY	OVERALL VIEW RATING
N	Neutral
B	Beneficial
A	Adverse

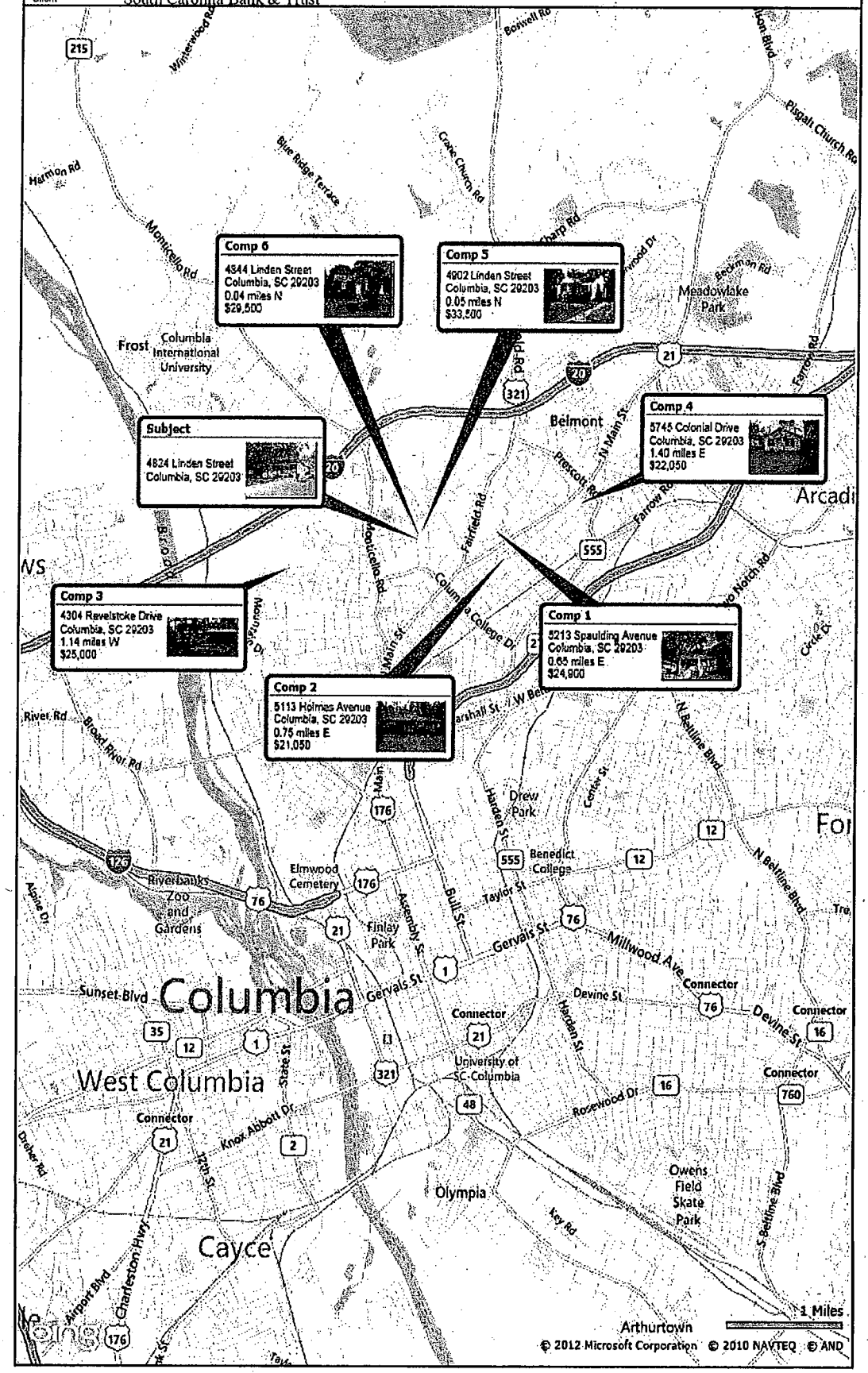
ABBREVIATED ENTRY	VIEW FACTOR
Wtr	Water View
Pstrl	Pastoral View
Woods	Woods View
Prk	Park View
Glfvw	Golf Course View
CtySky	City View Skyline View
Mtn	Mountain View
Res	Residential View
CtyStr	City Street View
Ind	Industrial View
PwrLn	Power Lines
LtdSght	Limited Sight
See Instructions Below	Other - Appraiser to enter a description of the view*

Other: If a view factor not on this list materially affects the value of the subject property, the appraiser must enter a description of the view associated with the property (see second example below). The description entered must follow a reader of the appraisal report or understand what the view associated with the property actually is. Descriptors such as 'None', 'N/A', 'Typical', 'Average', etc., are unacceptable. Descriptions should be entered carefully because the same text will be represented in both the site section and the comparable sales grid for the subject property. The text must fit in the allowable space.

File No. 091217G

Location Map

Borrower or Owner	N/A						
Property Address	4824 Linden Street						
City	Columbia	County	Richland	State	SC	Zip Code	29203
Client	South Carolina Bank & Trust						



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File No. 091217G

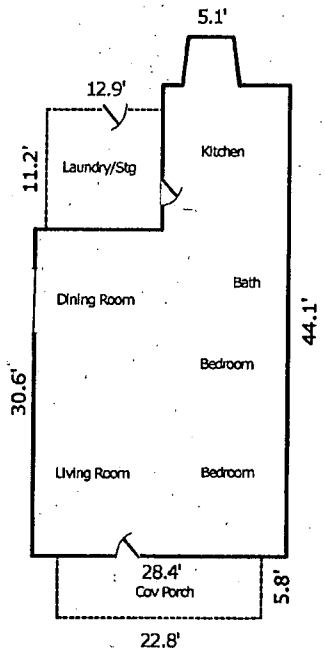
SKETCH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



Sketch by Apex Medina™

Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	1088.2	1088.2
P/P	Encl Porch	144.5	
	Cov Porch	132.2	276.7
Net LIVABLE Area		(rounded)	1088

LIVING AREA BREAKDOWN

Breakdown				Subtotals
First Floor				
0.5 x	4.5	x	0.7	1.6
	30.6	x	28.4	869.0
	13.5	x	14.3	193.1
0.5 x	0.7	x	4.5	1.6
	5.1	x	4.5	23.0
5 Items			(rounded)	1088

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File No. 091217G

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

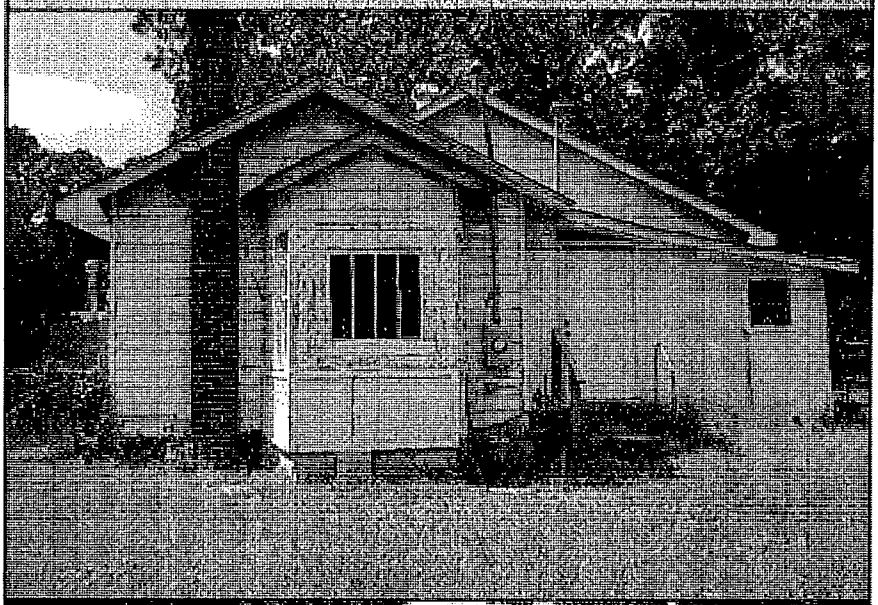
Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

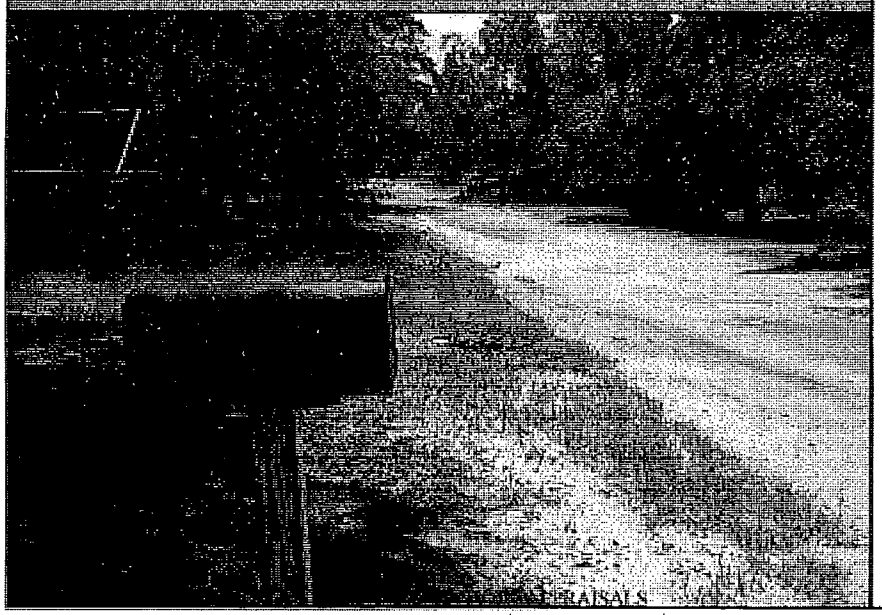
Client South Carolina Bank & Trust



FRONT VIEW OF SUBJECT PROPERTY



REAR VIEW OF SUBJECT PROPERTY



STREET SCENE OF SUBJECT PROPERTY

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File No. 091217G

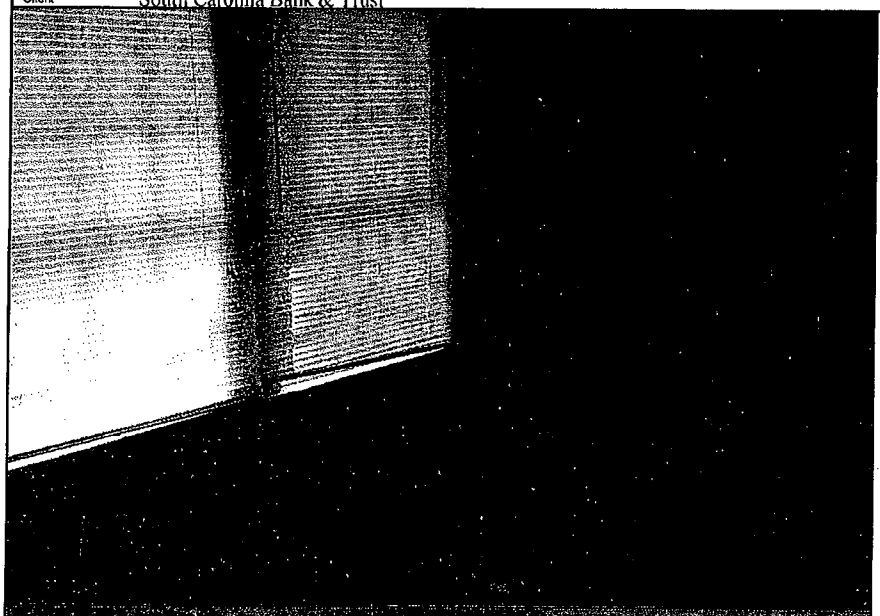
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

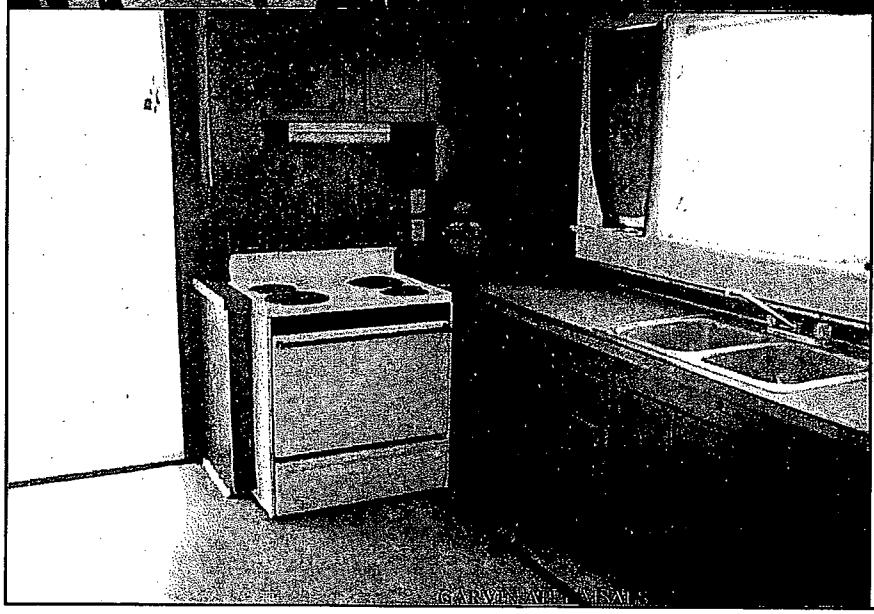
Client South Carolina Bank & Trust



4824 Linden Street
LIVING ROOM



4824 Linden Street
DINING ROOM



4824 Linden Street
KITCHEN

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File No. 091217G

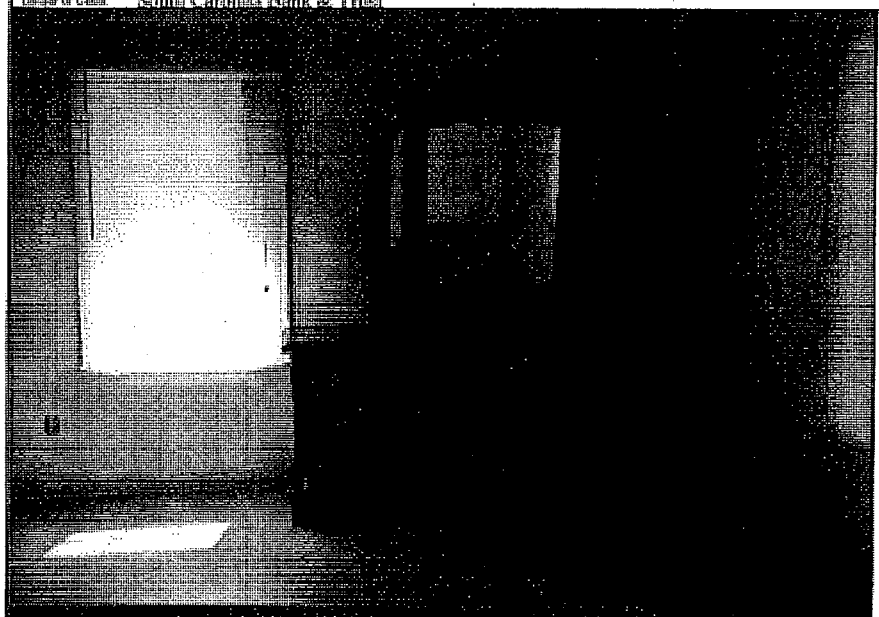
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

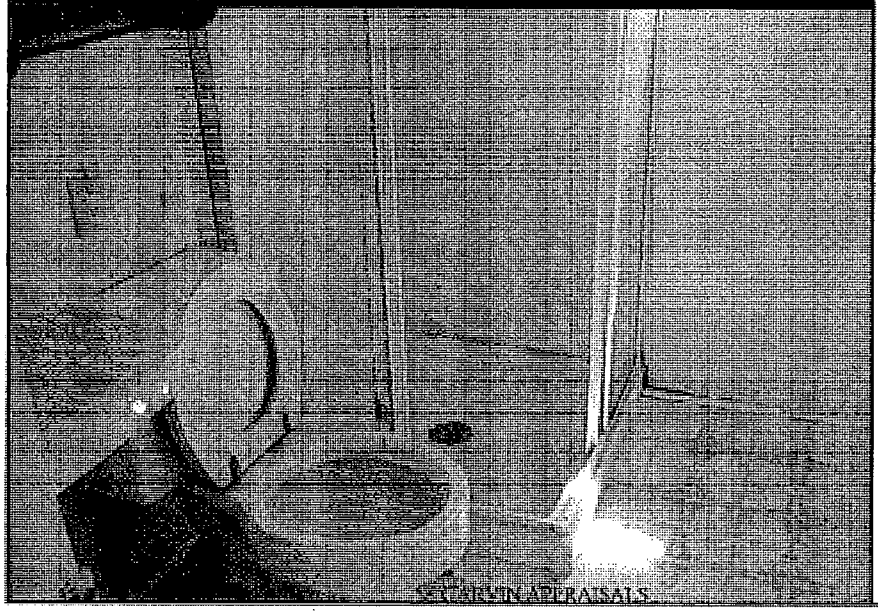
Lender or Client South Carolina Bank & Trust



4824 Linden Street
BEDROOM



4824 Linden Street
BEDROOM



4824 Linden Street
BATH

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File No. 091217G

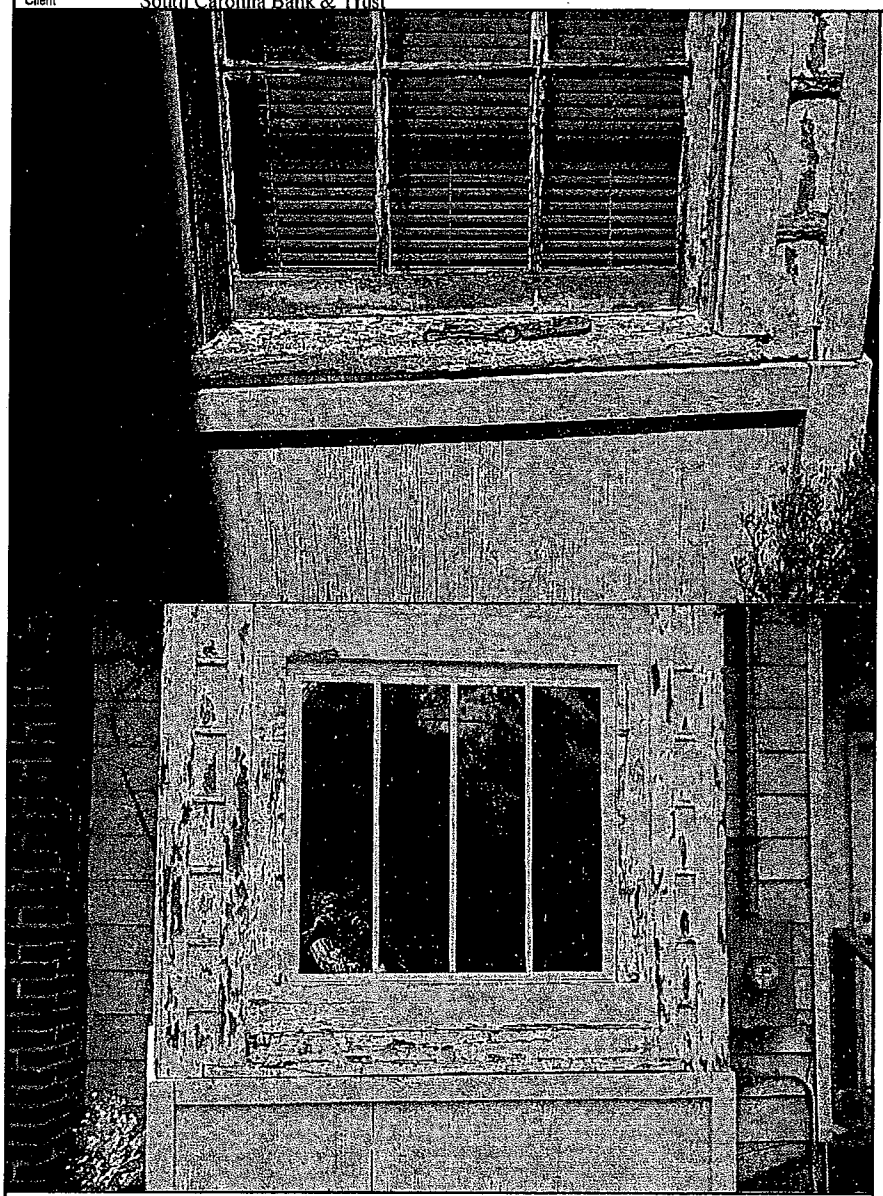
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



4824 Linden Street
PEELING PAIN

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File No. 091217G

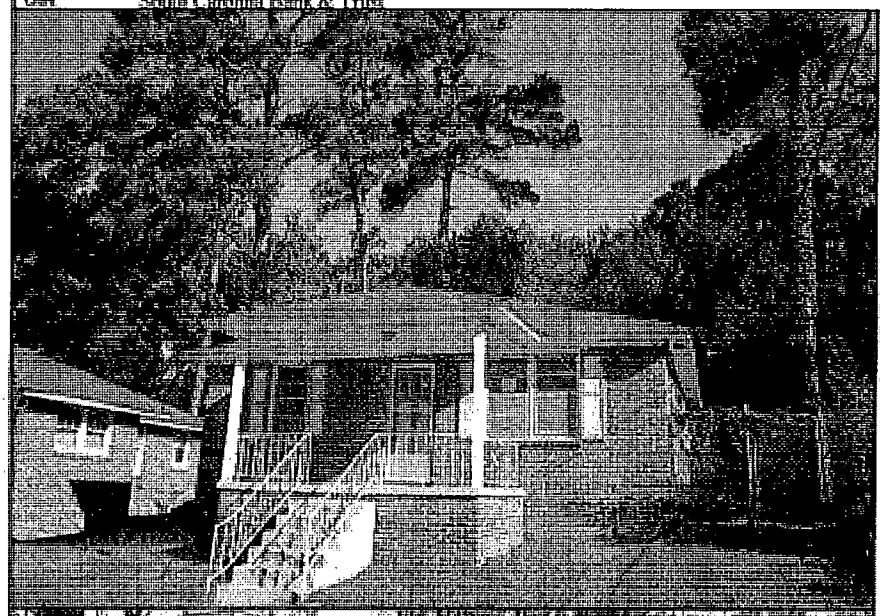
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



COMPARABLE #1

5213 Spaulding Avenue
Columbia, SC 29203

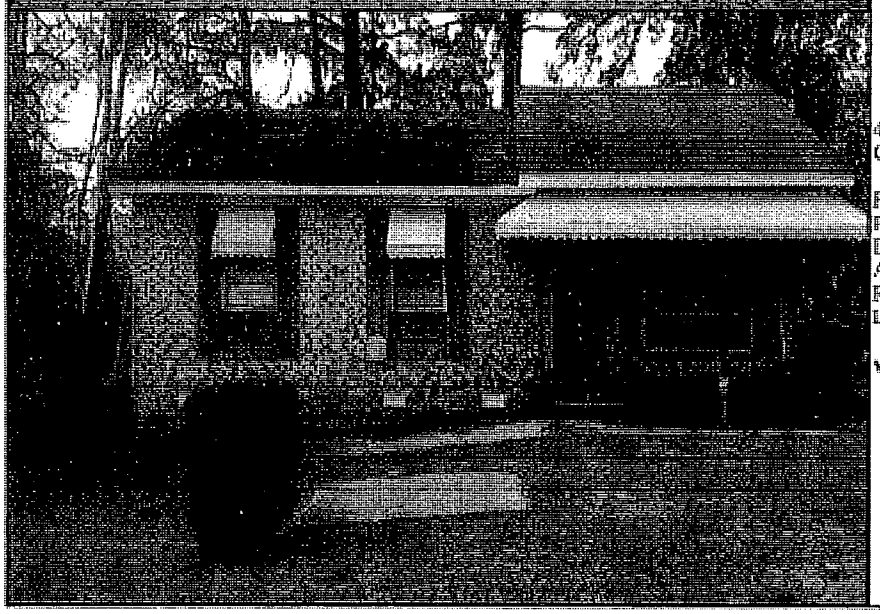
Price	$24,900
Price/SF	20.75
Date	s08/12;c08/12
Age	59
Room Count	5-2-1.0
Living Area	1,200
Value Indication	$24,600



COMPARABLE #2

5113 Holmes Avenue
Columbia, SC 29203

Price	$21,050
Price/SF	19.07
Date	s02/12;c02/12
Age	62
Room Count	5-2-1.0
Living Area	1,104
Value Indication	$21,050



COMPARABLE #3

4304 Revelstoke Drive
Columbia, SC 29203

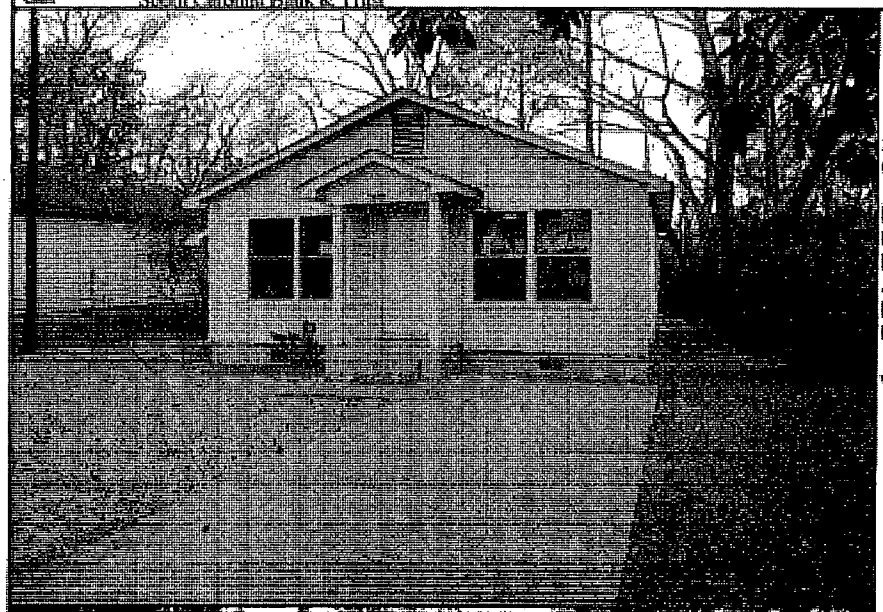
Price	$25,000
Price/SF	27.47
Date	s06/12;c05/12
Age	42
Room Count	5-3-1.0
Living Area	910
Value Indication	$30,500

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File No. 091217G

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust



COMPARABLE #4

5745 Colonial Drive
Columbia, SC 29203

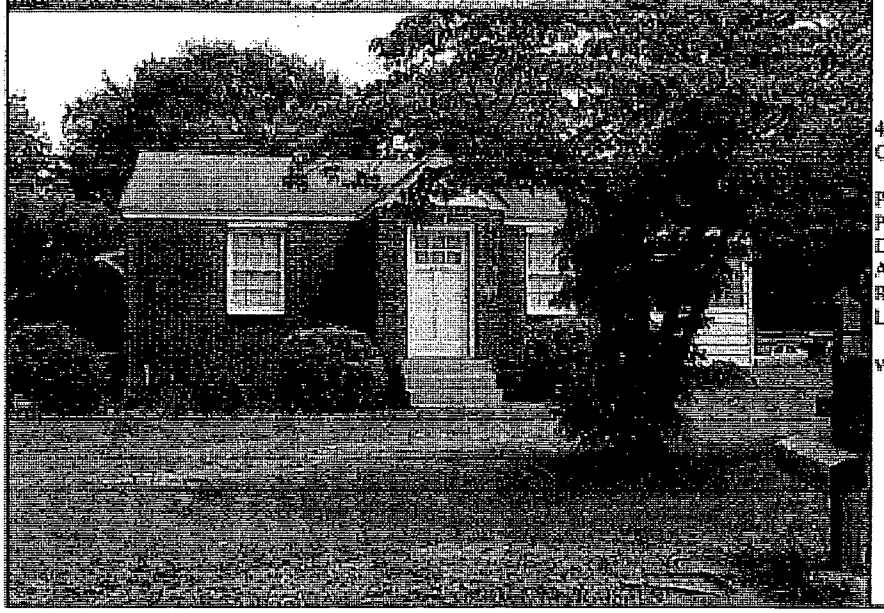
Price	$22,050
Price/SF	21.51
Date	s04/12;c03/12
Age	27
Room Count	5-3-1.1
Living Area	1,025
Value Indication	$24,150



COMPARABLE #5

4902 Linden Street
Columbia, SC 29203

Price	$33,500
Price/SF	33.50
Date	Active
Age	59
Room Count	5-2-1.0
Living Area	1,000
Value Indication	$35,700



COMPARABLE #6

4844 Linden Street
Columbia, SC 29203

Price	$29,500
Price/SF	31.93
Date	Active
Age	59
Room Count	5-2-1.0
Living Area	924
Value Indication	$34,600

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File No. 091217G

CURRENT LICENSES

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust

State of South Carolina BCD 017249
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

EUGENE C GARVIN JR

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: **2746**

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

State of South Carolina BCD 025[illegible]
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

THOMAS E. GARVIN

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: **4831**

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

State of South Carolina BCD 025427
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

O'NEIL H. CANNON II

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: **4543**

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

ELECTRONICALLY FILED - 2018 Apr 20 4:50 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4006317

ELECTRONICALLY FILED - 2018 May 01 4:16 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4006317

Garvin Appraisals & Properties, LLC
5 Calendar Court, Suite 103
Columbia, SC 29206

August 30, 2017

Sean M. Foerster
Rogers Townsend & Thomas
P. O. Box 100200
Columbia, SC 29202

Re: SCBT, N.A. vs Sand Dollar 31, LLC; Rhonda Meisner
Civil Action #2011-CP-40-6317 and 2011-CP-40-6318

Dear Mr. Foerster:

I have contacted the defendant's appraiser, Angela Buckley, and we discussed our appraisals on the properties involved in this proceeding. I appraised 8391 Winnsboro Road, Blythewood, SC 29016 on 09/17/2012 as a manufactured home "as is" for $16,000. According to Ms. Buckley, she appraised this same property as a manufactured home on 09/14/2012 for $20,000 but "subject to" repair work totaling $4,530. If the repair work is deducted from the $20,000 opinion of value the net value of her appraisal is $15,470.

I appraised 4824 Linden Street, Columbia, SC 29203 on 09/13/2012 as a single family residential "as is" for $25,000. According to Ms. Buckley, she appraised this same property on 09/14/2012 for $31,000 but "subject to" repairs of $12,080. If the repair work is deducted from the $31,000 opinion of value the net value of her appraisal is $18,920. Her appraisals are "subject to" the repair work being completed and when and if that occurs then the values are the $20,000 for 8391 Winnsboro Road and $31,000 for 4824 Linden Street. I do not know if Ms. Buckley did any final inspections to determine if the repair work on either property was completed.

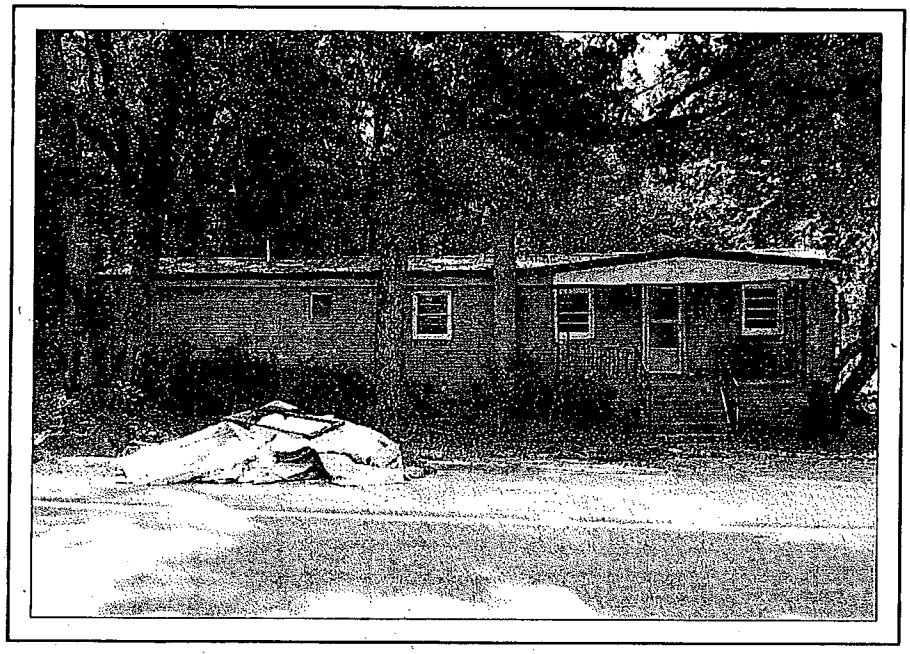
I stand by my opinion of value for both properties as of the effective date of my reports shown above. Ms. Buckley has not stated directly to me, but from my conversation I am convinced, that she would concur that she also stands by her opinion of value of the properties as of the effective dates of her appraisals shown above.

If you have any questions or need to discuss this further, please do not hesitate to contact me.

Yours truly

Eugene C. Garvin, Jr.
CR 2746

File No. 091218G



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

8391 Winnsboro Road
Blythewood, SC 29016

for

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

as of

09/17/2012

by

Eugene Garvin, Jr.
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206

GARVIN APPRAISALS

ELECTRONICALLY FILED - 2018 May 01 4:16 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4006317

GARVIN APPRAISALS
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
803-779-4243

September 21, 2012

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

Property -	8391 Winnsboro Road Blythewood, SC 29016
Borrower -	N/A
File No. -	091218G
Case No. -	

Dear :

In accordance with your request, I have prepared an appraisal of the real property located at 8391 Winnsboro Road, Blythewood, SC.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the Summary Report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 09/17/2012 is :

$16,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

GARVIN APPRAISALS

Eugene Garvin, Jr.
SC Certification #2746

ELECTRONICALLY FILED - 2018 May 01 4:16 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4006317

Manufactured Home Appraisal Report

File # 091218G

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

SUBJECT

Property Address 8391 Winnsboro Road City Blythewood State SC Zip Code 29016
Borrower N/A Owner of Public Record SC Operating Room Equip. County Richland
Legal Description Deed Book 1157, Page 3375
Assessor's Parcel # 10100-01-12 Tax Year 2011 R.E. Taxes $ 512
Neighborhood Name Blythewood Map Reference Blythewood Census Tract 102.00
Occupant [ ] Owner [ ] Tenant [X] Vacant Project Type (if applicable) [ ] PUD [ ] Condominium [ ] Cooperative [ ] Other (describe)
Special Assessments $ N/A HOA $ N/A [ ] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] Other (describe) Determine Market Value for Client
Lender/Client South Carolina Bank & Trust Address 700 Gervais Street, Columbia, SC 29201
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? [ ] Yes [X] No
Report data source(s) used, offering price(s), and date(s). MLS

Manufactured homes located in either a condominium or cooperative project require the appraiser to inspect the project and complete the Project Information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price$ Date of Contract Is the property seller the owner of public record? [ ] Yes [ ] No Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No
If Yes, report the total dollar amount and describe the items to be paid:

I [ ] did [X] did not analyze the manufacturer's invoice. Explain the results of the analysis of the manufacturer's invoice or why the analysis was not performed.
Invoice not available
Retailer's Name (New Construction) N/A

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				Manufactured Housing Trends				Manufactured Housing		Present Land Use %	
Location	[ ] Urban	[ ] Suburban	[X] Rural	Property Values	[ ] Increasing	[X] Stable	[ ] Declining	PRICE	AGE	One-Unit	40.0 %
Built-Up	[ ] Over 75%	[X] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	$(000)	(yrs)	2-4 Unit	%
Growth	[ ] Rapid	[ ] Stable	[X] Slow	Marketing Time	[ ] Under 3 mths	[ ] 3-6 mths	[X] Over 6 mths	15 Low	new	Multi-Family	%
Neighborhood Boundaries	to the north by Wildflower Road & Muller Road, east &							65 High	50	Commercial	5.0 %
south by I-20, and west by SC Hwy 260.								30 Pred.	20	Other	55.0 %

Neighborhood Description The subject property is located approximately 15 miles north of the downtown Columbia area off on the Winnsboro Road in northern Richland County. This area allows for average access to employment centers, shopping and schools. *** See Additional Comments ***
Market Conditions (including support for the above conclusions) Market conditions are currently attractive as interest rates remain at historical lows. Property values in the neighborhood appear to be stable. Supply and demand are in balance with typical exposure times being over six months. *** See Additional Comments ***

SITE

Dimensions unable to obtain dimensions (tax map incl) Area .27+-ac Shape irregular View residential/woods
Specific Zoning Classification RU Zoning Description rural district manufactured homes allowed
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements-Type	Public	Private
Electricity	[X]	[ ]	Water	[ ]	[X] well	Street asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[ ]	[X] septic	Alley none	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [X] No FEMA Flood Zone X FEMA Map # 4501700050 G FEMA Map Date 01/19/94
Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No If No, describe

Is the site size, shape and topography generally conforming to and acceptable in the market area? [X] Yes [ ] No If No, explain

Is there adequate vehicular access to the subject property? [X] Yes [ ] No If No, describe

Is the street properly maintained? [X] Yes [ ] No If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe
However, your appraiser is not an environmental expert.

HUD DATA PLATE

The HUD Data Plate/Compliance Certificate is located on the interior of the subject and contains, among other things, the manufacturer's name, trade/model name, year manufactured and serial number. The HUD Certification Label is located on the exterior of each section of the home.
Is the HUD Data Plate/Compliance Certificate attached to the dwelling? [ ] Yes [X] No If Yes, identify the location. If No, provide the data source(s) for the HUD Data Plate/Compliance Certificate information. No HUD Data Plate/Compliance Certificate information available.
Is a HUD Certification Label attached to the exterior of each section of the dwelling? [ ] Yes [X] No If No, provide the data source(s) for the HUD Certification Label #'s
No HUD Data Plate/Compliance Certification Label #'s available.

Manufacturer's Serial #(s)/VIN #(s) Unknown
HUD Certification Label #(s) Unknown
Manufacturer's Name Unknown Trade/Model Unknown Date of Manufacture Unknown
Do the Wind, Roof Load, and Thermal Zones meet the minimum HUD requirements for the location of the subject property? [X] Yes [ ] No If No, explain
It is assumed that the subject property meets the HUD requirements for its location.

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Manufactured Home Appraisal Report

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GENERAL DESCRIPTION		FOUNDATION		EXTERIOR DESCRIPTION materials/condition		INTERIOR materials/condition	
# of Units	X One, Additions	Poured Concrete, Concrete Runners		Siding	brick veneer/fair	Floors	laminate/vinyl/avg
# of Stories	X 1, 2, Other	X Block & Pier, Other-att. description		Exterior Walls	brick/masonite/fair	Walls	panel/drywall/avg
Design (Style)	single wide	Full Basement, Partial Basement		Roof Surface	metal/average	Trim/Finish	wood/avg
# of Sections	X 1, 2, 3	Basement Area	None sq. ft.	Gutters & Downspouts	none	Bath Floor	vinyl/fair
Other		Basement Finish	N/A %	Window Type	DH wood/metal/fair	Bath Wainscot	fibrlgs/fair
Type	X Det., Att., S-Det./End Unit	N Outside Entry/Exit, N Sump Pump		Storm Sash/Insulated	none	Car Storage	None
X Existing	Proposed, Under Const.	Evidence of N Infestation		Screens	partial/fair	X Driveway	# of Cars 2
Year Built	1969 Effective Age (Yrs) 30	N Dampness, N Settlement		Doors	wood/fair	Driveway Surface	concrete/dirt
Attic	X None	Heating X FWA, HWBB, Radiant		Amenities	WoodStove(s)#	Garage	# of Cars none
Drop Stair	Stairs	Other	Fuel gas	Fireplaces #	X Fence	Carport	# of Cars none
Floor	Scuttle	Cooling X Central Air Conditioning		Patio/Deck	X Porch	Attached	Detached
Finished	Heated	Individual, Other		Pool	Other	Built-In	

Appliances: Refrigerator, P Range/Oven, Dishwasher, Disposal, Microwave, Washer/Dryer, Other (describe)

Finished area above grade contains: 5 Rooms 3 Bedrooms 1 Bath(s) 920 Square Feet of Gross Living Area Above Grade

Describe any additions or modifications (decks, rooms, remodeling, etc.) The subject property appears to have originally been a single wide manufactured home that has been "bricked in" with a rear addition of two bedrooms & a hallway. The subject property has some panel walls. *** See Additional Comments ***

IMPROVEMENTS

Installer's Name Unknown Date Installed Unknown Model year Unknown

Is the manufactured home attached to a permanent foundation system? X Yes, No If No, describe foundation system and the manner of attachment.

Have the towing hitch, wheels, and axles been removed? X Yes, No If No, explain.

Is the manufactured home permanently connected to a septic tank or sewage system and other utilities? X Yes, No If No, explain

Does the dwelling have sufficient gross living area and room dimensions to be acceptable to the market? X Yes, No If No, explain

Additional features (special energy efficient items, non-realty items, etc.) None

The appraiser must rate the quality of construction for the subject unit based on objective criteria (such as N.A.D.A. Manufactured Housing Appraisal Guide®, Marshall & Swift Residential Cost Handbook®, or other published cost service). The appraiser must also report the source used for this quality of construction rating determination.

Quality: Poor, Fair, X Average, Good, Excellent Identify source of quality rating Marshall & Swift

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). The subject property is considered to be in average to fair conditiion. The masonite portion of the exterior siding is deteriorating. At the time of the inspection and according to the owner, the HVAC system was not working and in need of repair. A free standing range was the only appliance in the kitchen. *** See Additional Comments ***

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? Yes, X No If Yes, describe

However, your appraiser could conduct a head & shoulders inspection of the crawl space only. It appears the subject foundations is block & brick piers on a brick curtain wall. *** See Additional Comments ***

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? X Yes, No If No, describe

COST APPROACH

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) The site value was estimated from closed sales and active listings in the MLS and information obtained from the Tax Assessor's Web site. The Cost Approach is not required.

ESTIMATED, REPRODUCTION OR, REPLACEMENT COST NEW

Source of cost data | Effective date of cost data | Quality rating from cost service

OPINION OF SITE VALUE		$	Exterior Dimensions of the Subject Unit	
Section One	Sq. ft. @ $	$	X =	Sq. ft.
Section Two	Sq. ft. @ $	$	X =	Sq. ft.
Section Three	Sq. ft. @ $	$	X =	Sq. ft.
Section Four	Sq. ft. @ $	$	X =	Sq. ft.
		$	Total Gross Living Area:	Sq. ft.
		$	Other Data Identification	
		$	N.A.D.A. Data Identification Info: Edition Mo: Yr:	
	Sub-total:	$	M/H State: Region: Size: ft. x ft.	
	Cost Multiplier (if applicable):	X	Gray pg. White pg. Black SVS pg.	
	ModifiedSub-total:		15 years and older Conversion Chart pg. Yellow pg.	
	Physical Depreciation or Condition Modifier:		Comments:	
	Functional Obsolescence (not used for N.A.D.A.):			
	External Depreciation or State Location Modifier:			
	Delivery, Installation, and Setup (not used for N.A.D.A.):	$		
	Other Depreciated Site Improvements:	$		
	Market Value of Subject Site (as supported above):	$ 10,000		
	Indicated Value by Cost Approach	$	Estimated Remaining Economic Life (HUD and VA only)	Years

Summary of Cost Approach N/A

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There are 2 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 34900 to $ 39900

There are 15 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 13000 to $ 40000

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	8391 Winnsboro Road Blythewood, SC 29016	303 Ashley Creek Drive Elgin, SC 29045		709 Big Fork Road Winnsboro, SC 29180		201 Robin Hood Road Elgin, SC 29045	
Proximity to Subject		16.33 miles E		6.26 miles NW		11.05 miles E	
Sale Price	$	$ 21,700		$ 16,000		$ 35,000	
Sale Price/Gross Liv. Area	$ sq. ft.	$ 23.48 sq. ft.		$ 13.99 sq. ft.		$ 31.11 sq. ft.	
Manufactured Home		[X] Yes [ ] No		[X] Yes [ ] No		[X] Yes [ ] No	
Data Source(s)		MLS/Tax Assessor		MLS/Tax Assessor		MLS/Tax Assessor	
Verification Source(s)		Appraiser		Appraiser		Appraiser	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		cash no concessions		cash no concessions		unknown unknown	
Date of Sale/Time		06/18/12 closed		09/14/12 closed		02/08/12 closed	
Location	rural	rural		rural		rural	
Leasehold/Fee Simple	fee simple	fee simple		fee simple		fee simple	
Site	.27+-ac	1.04+-ac		1+-ac		1.31+-ac	-2,500
View	resident/woods	woods		resident/woods		resident/woods	
Design (Style)	manufactured	manufactured		manufactured		manufactured	
Quality of Construction	average	average		average		average	
Actual Age	43	20		15		15	
Condition	fair-average	average	-3,000	fair-average		average	-3,000
Above Grade Room Count (Total / Bdrms. / Baths)	5 / 3 / 1	5 / 2 / 2	-3,000	5 / 3 / 2	-3,000	5 / 2 / 2	-3,000
Gross Living Area	920 sq. ft.	924 sq. ft.		1,144 sq. ft.	-4,500	1,125 sq. ft.	-4,100
Basement & Finished Rooms Below Grade	none	none		none		none	
Functional Utility	good	good		good		good	
Heating/Cooling	central	central		none	+2,500	fwa/win units	+2,500
Energy Efficient Items	none	none		none		none	
Garage/Carport	none	none		single carport	-1,000	det dbl garage	-1,500
Porch/Patio/Deck	cpor	deck	+1,000	cpor		deck	+1,000
	no f/p	no f/p		one f/p	-1,000	one f/p	-1,000
Net Adjustment (Total)		[ ] + [X] -	$ -5,000	[ ] + [X] -	$ -7,000	[ ] + [X] -	$ -11,600
Adjusted Sale Price of Comparables		Net Adj. 23.04 % Gross Adj 32.26 %	$ 16,700	Net Adj. 43.75 % Gross Adj 75.00 %	$ 9,000	Net Adj. 33.14 % Gross Adj 53.14 %	$ 23,400

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

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

Data Source(s) bank source/Masters Report

My research [X] did [ ] did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s) Tax Assessor

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 4).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	08/08/2012	12/05/2011		02/08/12
Price of Prior Sale/Transfer	10,501	50,000		26,000
Data Source(s)	Masters Report	tax assessor/MLS	tax assessor/MLS	tax assessor/MLS
Effective Date of Data Source(s)	09/21/2012	09/21/2012	09/21/2012	09/21/2012

Analysis of prior sale or transfer history of the subject property and comparable sales The subject property and comp one were foreclosure sales as shown above. According to the MLS, comp three was an estate sale as shown above. According to the tax assessor's office there were no other prior sales of the subject property within the previous 36 months and no prior sales on comp two within the previous 12 months from the sales date posted above.

Summary of Sales Comparison Approach All three comps are manufactured homes in similar settings as the subject. Based on information obtained from the tax assessor's office a slight adjustment is made for comp three under the "site" item. According to the comments and interior photos posted in the MLS, comps one & three differ slightly as to "condition". Comp three is dated. All three comps exceed the proximity guidelines and the adjustments for all three comps are excessive. This is typical & unavoidable when appraising manufactured homes in this type of rural setting in northern Richland County due to a lack of recent sales in the immediate neighborhood. For valuation purposes, the use of all three comps to determine market value is warranted. *** See Additional Comments ***

Indicated Value by Sales Comparison Approach $ 16,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 16,000 Cost Approach $ Not Required Income Approach (if developed) $ N/A

This appraisal is made [ ] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [X] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. subject to the HVAC system being repaired and becoming operational.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 16,000, as of 09/17/2012, which is the date of inspection and the effective date of this appraisal.

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ADDITIONAL COMMENTS

This appraisal report is not intended to be used for insurance purposes. I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three year period immediately preceding acceptance of this assignment. This report has been electronically prepared in compliance with the USPAP Guidelines which included a digital signature and adequate security measures in place to protect the integrity of the data produced by the appraiser. There is no personal property included in the value opinion of the subject property.

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae.)

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

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

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

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

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

Legal name of project N/A

Total number of phases	Total number of units	Total number of units sold
Total number of units rented	Total number of units for sale	Data Source(s)

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

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

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

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

Describe common elements and recreational facilities.

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ADDITIONAL COMMENTS

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Lender or Client South Carolina Bank & Trust

SCOPE OF THE APPRAISAL
The Owner of Public Record is the South Carolina Operating Room Equipment, LLC.

NEIGHBORHOOD DESCRIPTION
There is a variety of properties in the general neighborhood including manufactured homes, bungalow residential properties, custom built medium to large homes on multiple acre sites, commercial properties and vacant land. Overall marketability and acceptance for this area is average. The subject property is considered to be on the fringe of the popular Blythewood community.

MARKET CONDITIONS
Homes in the neighborhood are typically financed with VA, FHA and conventional loans with the buyer and seller negotiating closing costs. The exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an anyalysis of past events assuming competitive and open market. The 55% "Other" under the Percent Land Use section above is vacant land.

ADDITIONS / MODIFICATIONS TO SUBJECT
6.5' to 7' ceilings, no attic access found by your appraiser, and block pier foundation. These are all characteristics of a manufactured home. The Richland County Tax Assessor's office indicates the "County Use Code" as Mobile Home and the "Universal Lane Use" as Mobile Home. Therefore, your appraiser is making the assumption that the subject property is a modified manufactured home.

CONDITION OF PROPERTY
There is some type of heating device located in the living room. It is not known if this is a supplemental heating device or if it is operational. The current owner did not know what this was or if it was operational. The power was on and water was on. It appears at one time there was a detached double carport adjacent to the dwelling; however the roof has been removed and the area is now a double car parking pad. Overall quality of construction is considered to be average. There is no functional obsolesence noted. There is a slight degree of external obsolesence due to the subject location on a heavily traveled major road. Physical depreciation is typical of properties of similar age, maintenance and quality of construction.

LIVABILITY, SOUNDESS, STRUCTURAL INTEGRITY
Your appraiser cannot certify to the soundness of the foundation.

SUMMARY OF SALES COMPARISON APPROACH
A final value opinion of $16,000 is within market range. The Intended User of this appraisal report is the Client. The Intended Use is to evaluate the property that is the subject of this appraisal for bank purposes, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of the appraisal form, and Definition of Market Value. No additional Users are identified by the appraiser.

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This report form is designed to report an appraisal of a one-unit manufactured home; including a manufactured home in a planned unit development (PUD). A Manufactured home located in either a condominium or cooperative project requires the appraiser to inspect the project and complete the project information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

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

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

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

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

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

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

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

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I also developed the cost approach to value as support for the sales comparison approach. I have adequate comparable market and cost data to develop reliable sales comparison and cost approaches for this appraisal assignment. I further certify that I considered the income approach to value but did not develop it, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgageloanapplication).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

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Manufactured Home Appraisal Report

File # 091218G

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

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

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

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

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

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

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

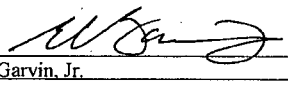
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

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

APPRAISER

Signature 
Name Eugene Garvin, Jr.
Company Name GARVIN APPRAISALS
Company Address 5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
Telephone Number 803-779-4243
Email Address ecgarvin@garvinappraisals.com
Date of Signature and Report September 21, 2012
Effective Date of Appraisal 09/17/2012
State Certification # 2746
or State License #
or Other
State SC
Expiration Date of Certification or License 06/30/2014

ADDRESS OF PROPERTY APPRAISED
8391 Winnsboro Road
Blythewood, SC 29016

APPRAISED VALUE OF SUBJECT PROPERTY $ 16,000

LENDER/CLIENT
Name
Company Name South Carolina Bank & Trust
Company Address 700 Gervais Street, Columbia, SC 29201
Email Address

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name
Company Name
Company Address

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

SUBJECT PROPERTY

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

COMPARABLE SALES

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

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Market Conditions Addendum to the Appraisal Report File No. 091218G

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 8391 Winnsboro Road City Blythewood State SC ZIP Code 29016

Borrower N/A

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

MARKET RESEARCH & ANALYSIS

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)	5	7	3	[ ] Increasing [X] Stable [ ] Declining
Absorption Rate (Total Sales/Months)	0.83	2.33	1.00	[ ] Increasing [X] Stable [ ] Declining
Total # of Comparable Active Listings	4	2	2	[ ] Declining [X] Stable [ ] Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	4.80	0.86	2.00	[ ] Declining [X] Stable [ ] Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Median Comparable Sale Price	$26,000	$32,500	$25,000	[ ] Increasing [X] Stable [ ] Declining
Median Comparable Sales Days on Market	54	54	20	[X] Declining [ ] Stable [ ] Increasing
Median Comparable List Price	$33,950	$22,450	$37,400	[ ] Increasing [X] Stable [ ] Declining
Median Comparable Listings Days on Market	63.5	51.5	64	[ ] Declining [X] Stable [ ] Increasing
Median Sale Price as % of List Price	94.59%	90.26%	90.12%	[ ] Increasing [X] Stable [ ] Declining
Seller-(developer, builder, etc.) paid financial assistance prevalent?		[X] Yes [ ] No		[ ] Declining [X] Stable [ ] Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Seller concessions are typical for this neighborhood and that trend has held steady for the previous 12 months. It does not appear that these concessions are increasing, but as always they are negotiated by the seller & borrower.

Are foreclosure sales (REO sales) a factor in the market? [X] Yes [ ] No If yes, explain (including the trends in listings and sales of foreclosed properties). Foreclosure sales do occur in this particular market. In the past they were purchased by investors who would repair or renovate the properties and place them back on the market at competitive prices. However with the banks now reluctant to make investor loans they are directly listing REO and often accepting below market offers.

Cite data sources for above information. tax assessor's office/MLS/appraiser's office data

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

The above data supports the information in the Neighborhood section of the appraisal report. There has been a slowdown of sales in the general area due to the current economic conditions. Due to limited sales, it is difficult to determine if any significant trends have been established.

CONDO/COOP PROJECTS

If the subject is a unit in a condominium or cooperative project, complete the following: **Project Name:**

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)				[ ] Increasing [ ] Stable [ ] Declining
Absorption Rate (Total Sales/Months)				[ ] Increasing [ ] Stable [ ] Declining
Total # of Active Comparable Listings				[ ] Declining [ ] Stable [ ] Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				[ ] Declining [ ] Stable [ ] Increasing

Are foreclosure sales (REO sales) a factor in the project? [ ] Yes [ ] No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

APPRAISER

Signature

Appraiser Name Eugene Garvin, Jr.

Company Name GARVIN APPRAISALS

Company Address 5 CALENDAR COURT STE 103, COLUMBIA, SC 29206

State License/Certification # 2746 State SC

Email Address ecgarvin@garvinappraisals.com

Signature

Appraiser Name

Company Name

Company Address

State License/Certification # State

Email Address

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File No. 091218G

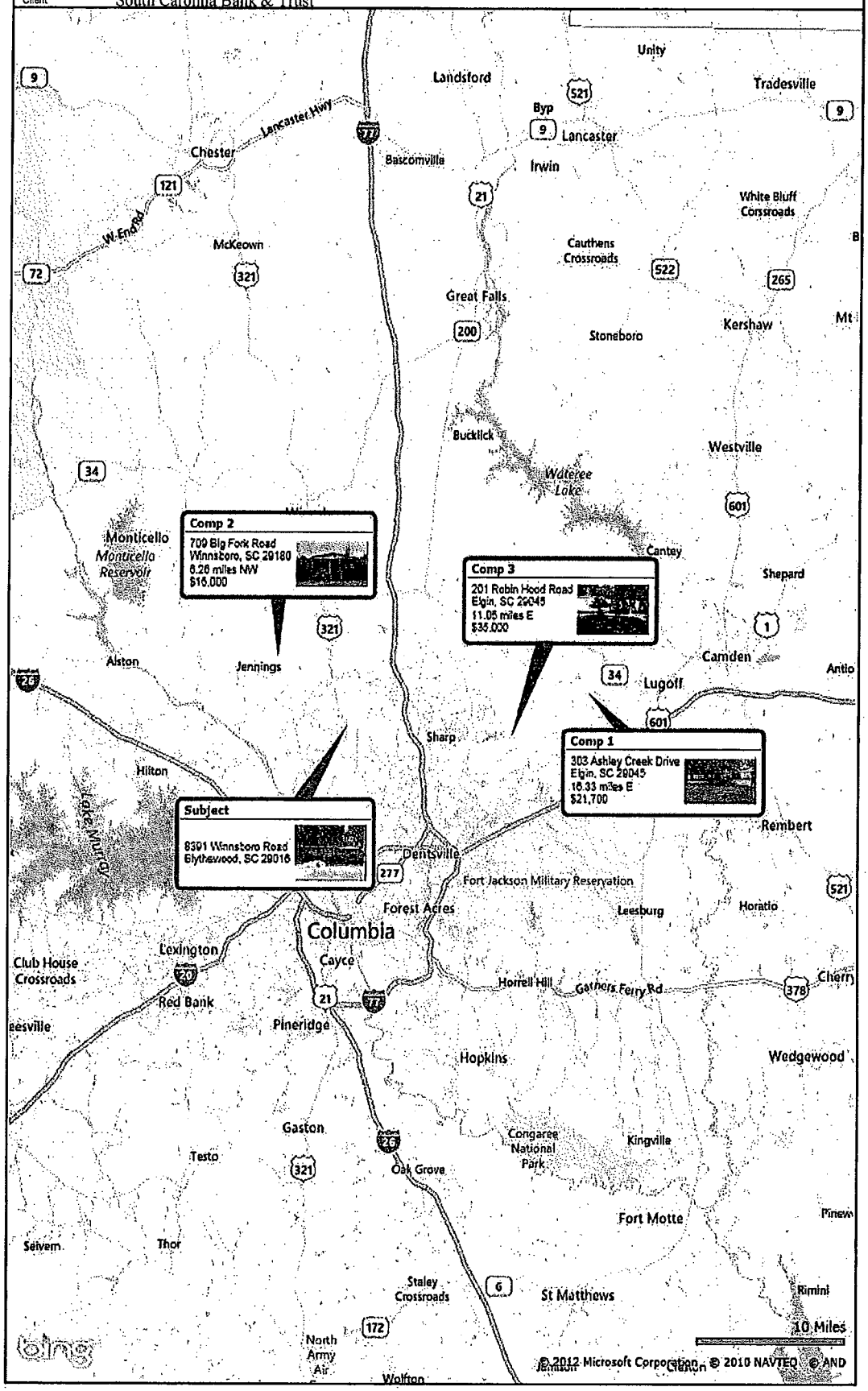
Location Map

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust



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File No. 091218G

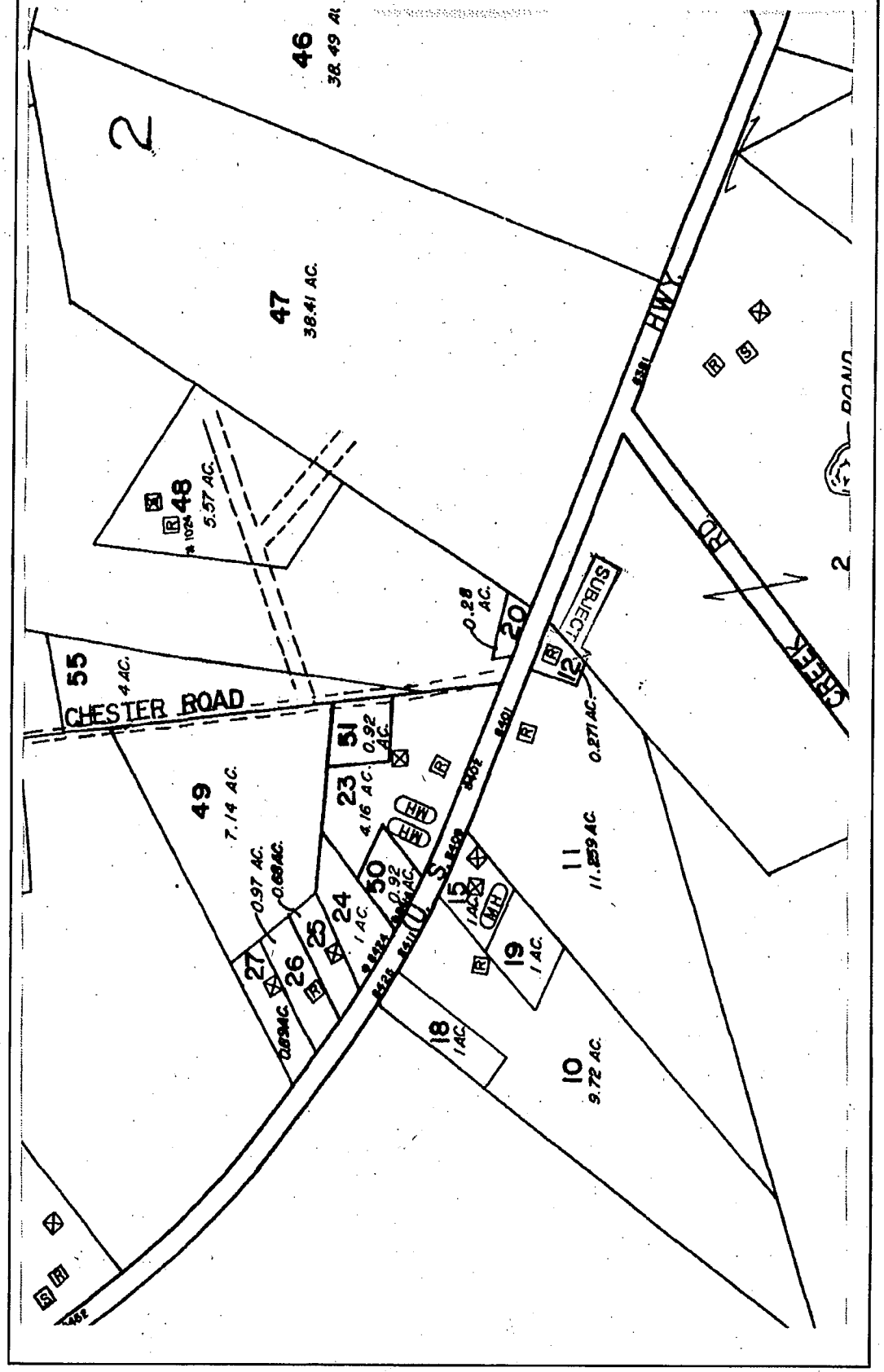
SITE PLAN

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust

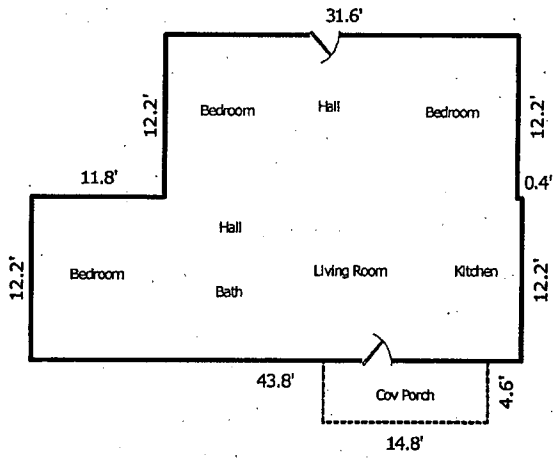


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File No. 091218G

SKETCH ADDENDUM

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust



Sketch by Apex Medina™

Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor	919.9	919.9
P/P	Cov Porch	68.1	68.1
Net LIVABLE Area		(rounded)	920

LIVING AREA BREAKDOWN			
Breakdown			Subtotals
First Floor			
12.2	x	31.6	385.5
43.8	x	12.2	534.4
2 Items		(rounded)	920

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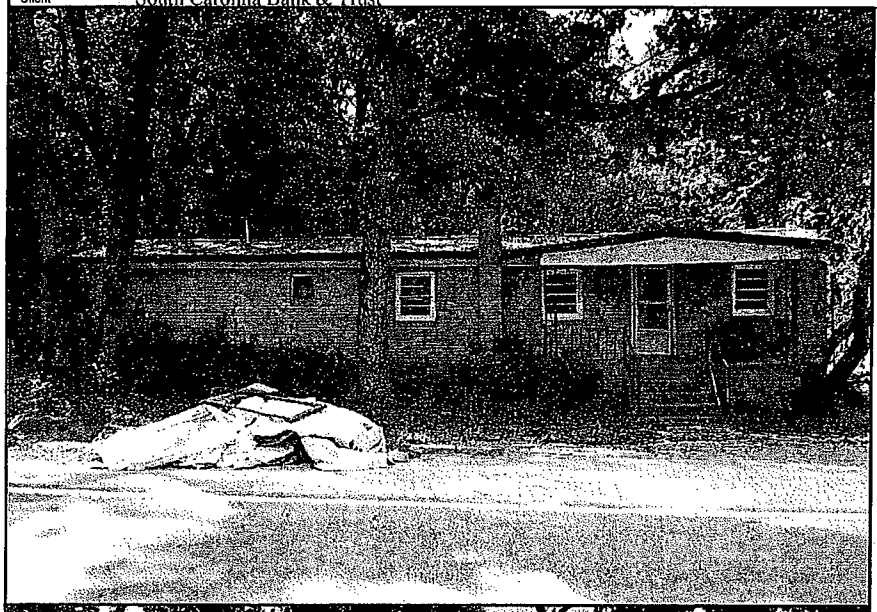
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

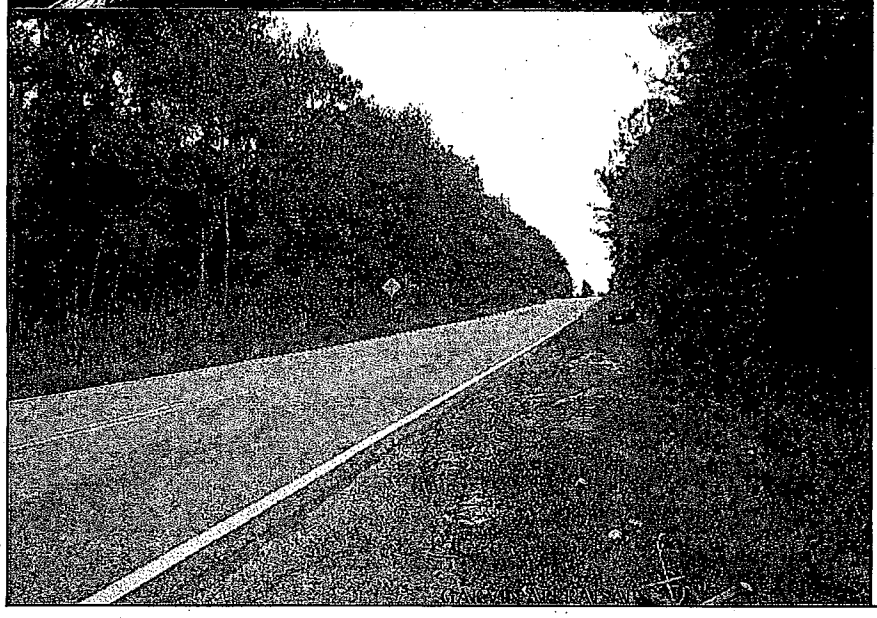
Client South Carolina Bank & Trust



FRONT VIEW OF SUBJECT PROPERTY



REAR VIEW OF SUBJECT PROPERTY



STREET SCENE OF SUBJECT PROPERTY

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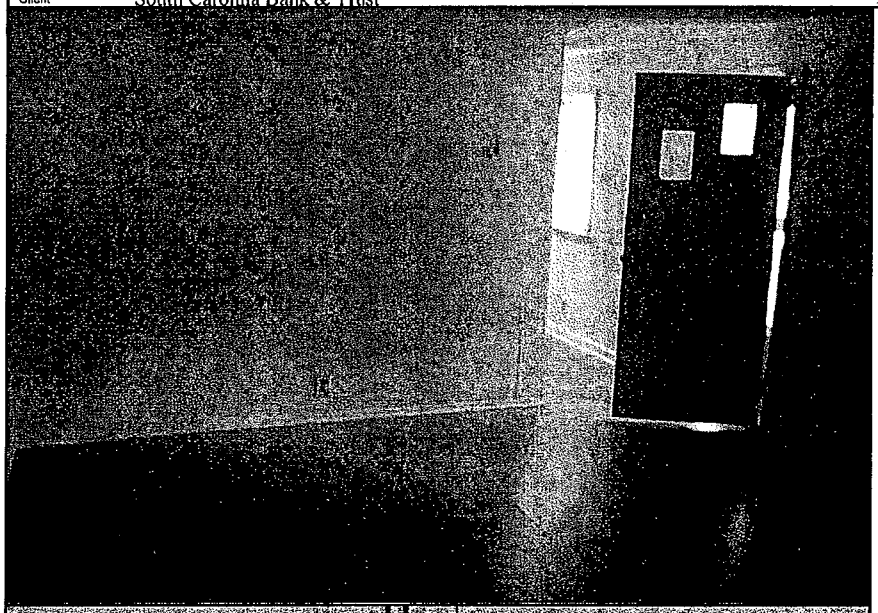
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

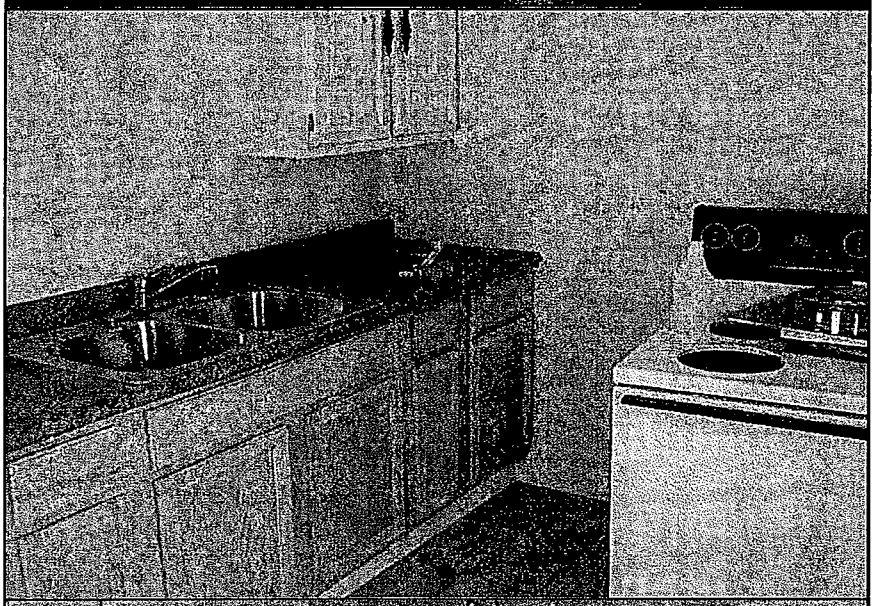
Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

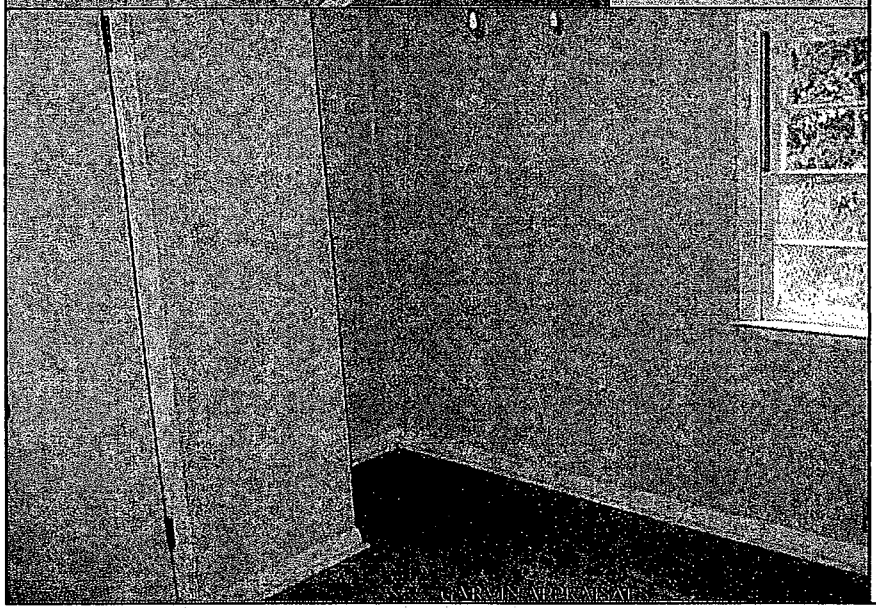
Client South Carolina Bank & Trust



8391 Winnsboro Road
LIVING ROOM



8391 Winnsboro Road
KITCHEN



8391 Winnsboro Road
BEDROOM

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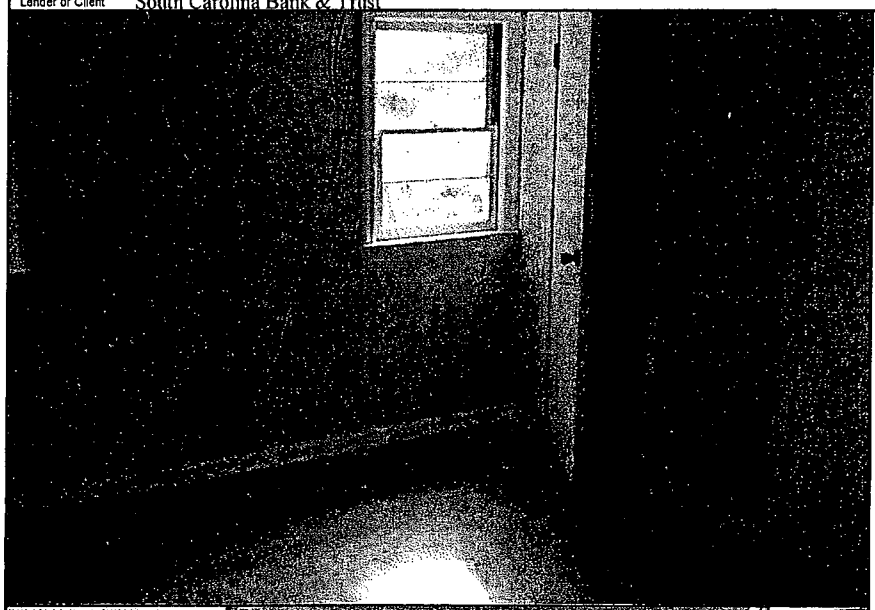
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

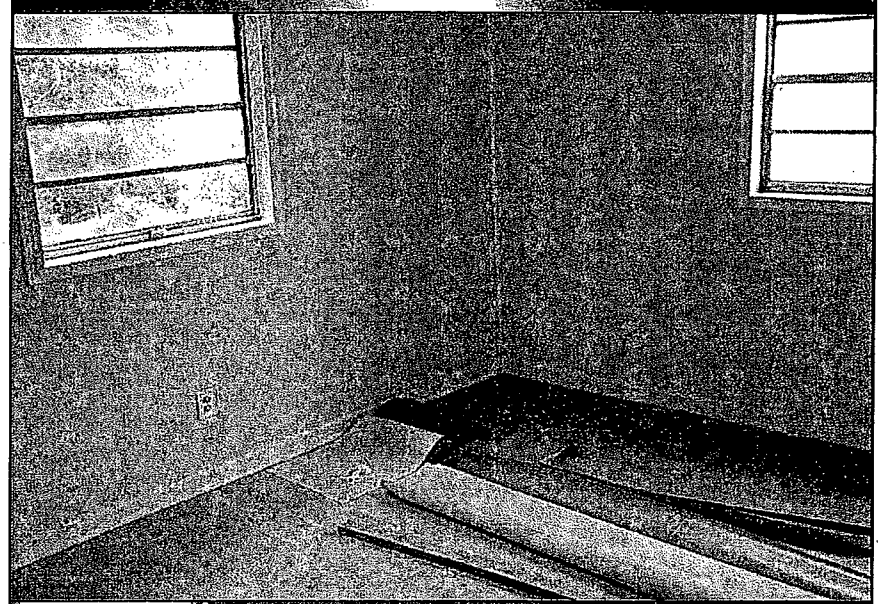
Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

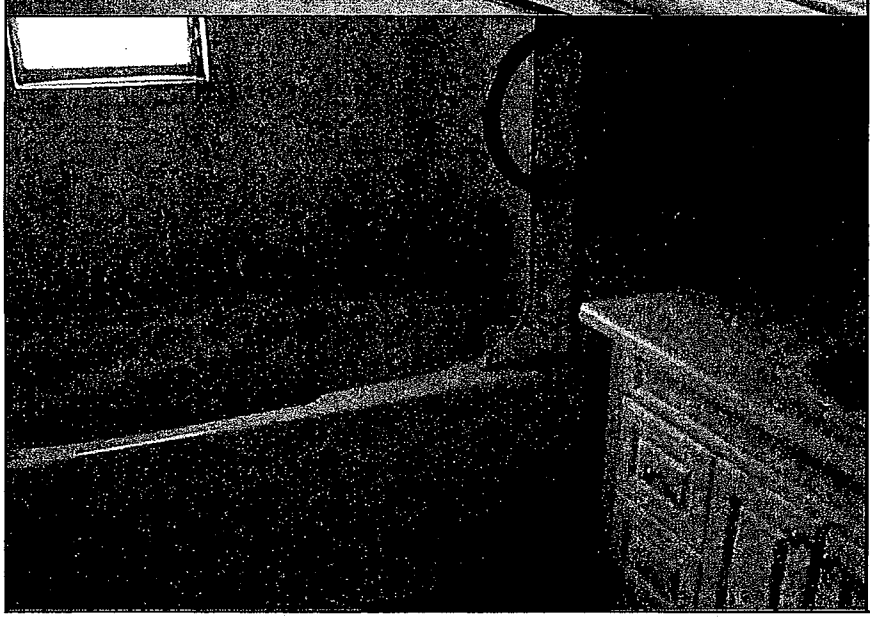
Lender or Client South Carolina Bank & Trust



8391 Winnsboro Road
BEDROOM



8391 Winnsboro Road
BEDROOM



8391 Winnsboro Road
BATH

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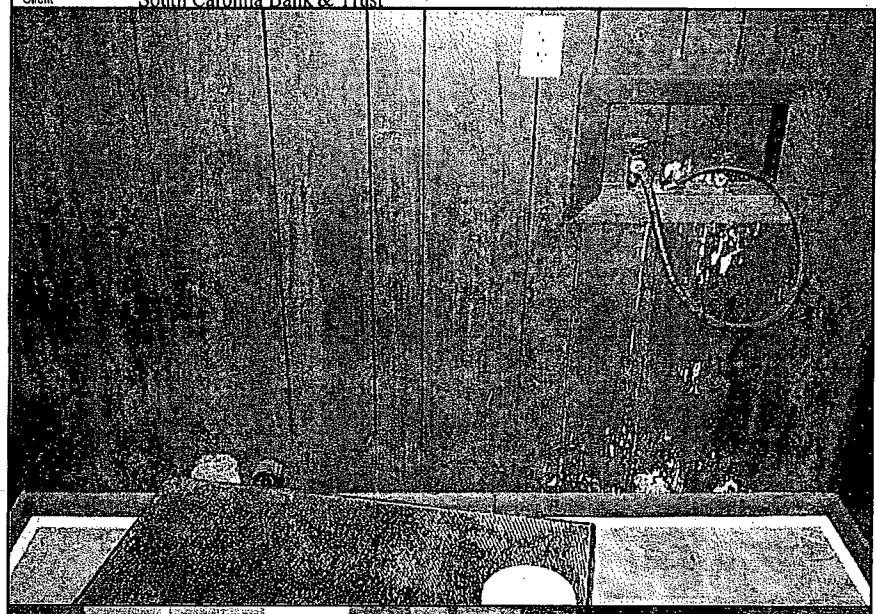
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

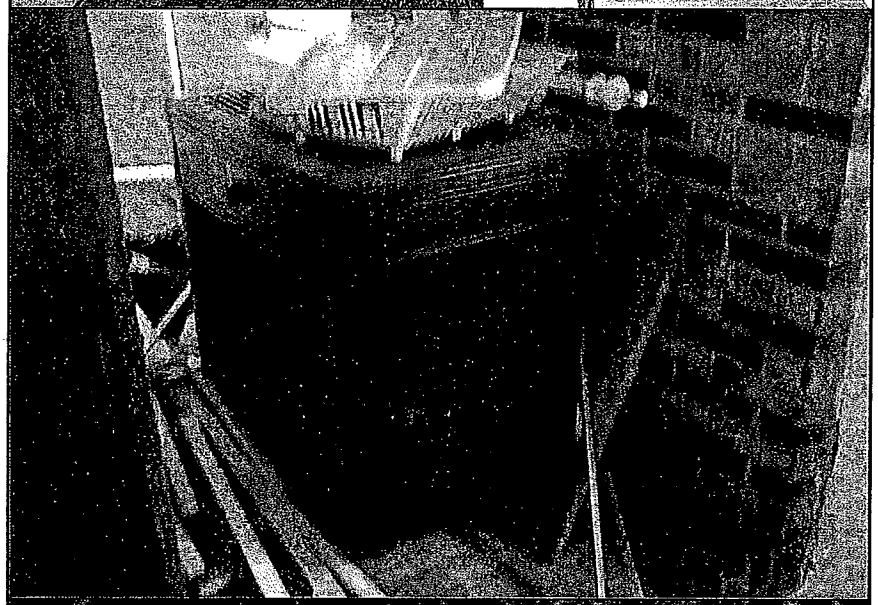
Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust



8391 Winnsboro Road
LAUNDRY CLOSET



8391 Winnsboro Road
HEATING SYSTEM IN LR



8391 Winnsboro Road
CONCRETE BLOCK PIER

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File No. 091218G

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

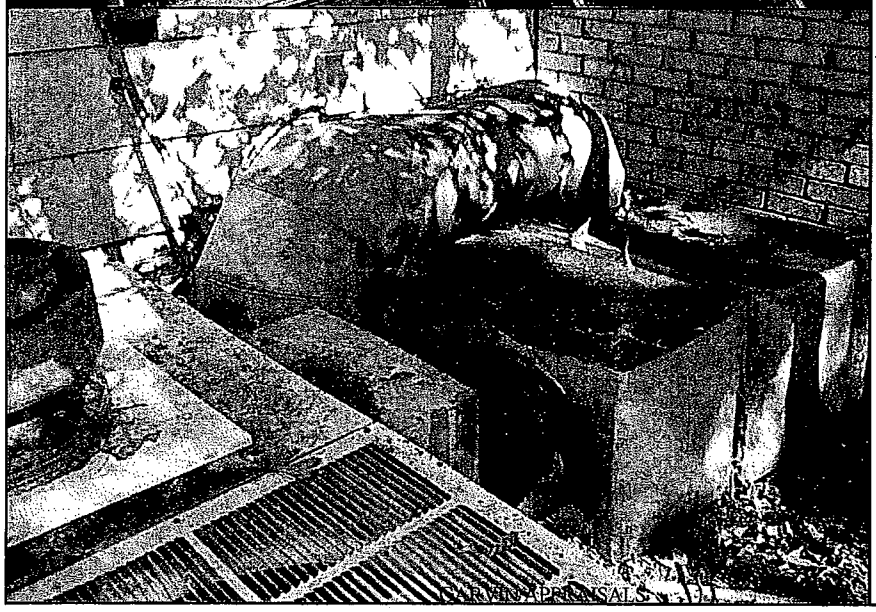
Client South Carolina Bank & Trust



8391 Winnsboro Road
PARKING PAD



8391 Winnsboro Road
DETERIORATING SIDING



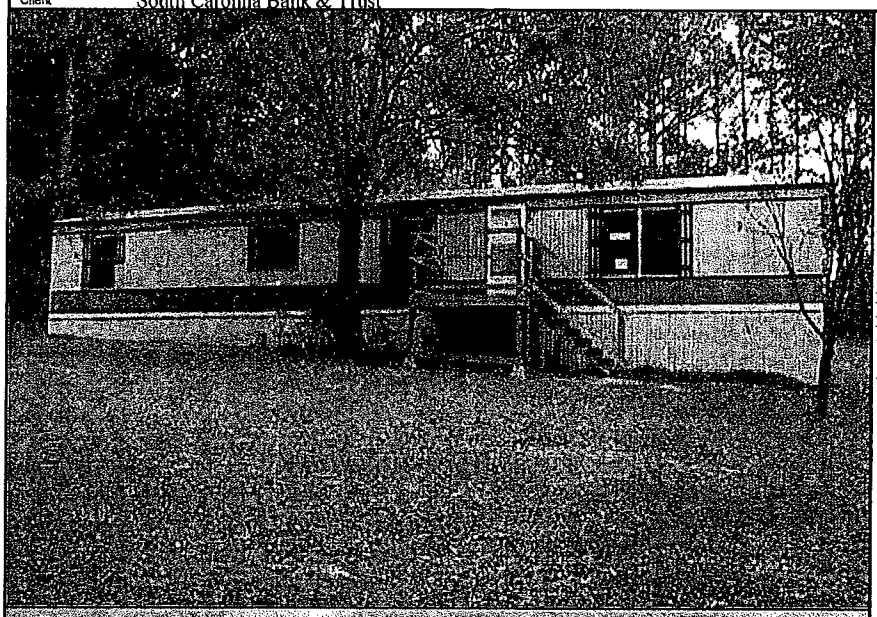
8391 Winnsboro Road
HVAC SYSTEM

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File No. 091218G

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust



COMPARABLE #1

303 Ashley Creek Drive
Elgin, SC 29045

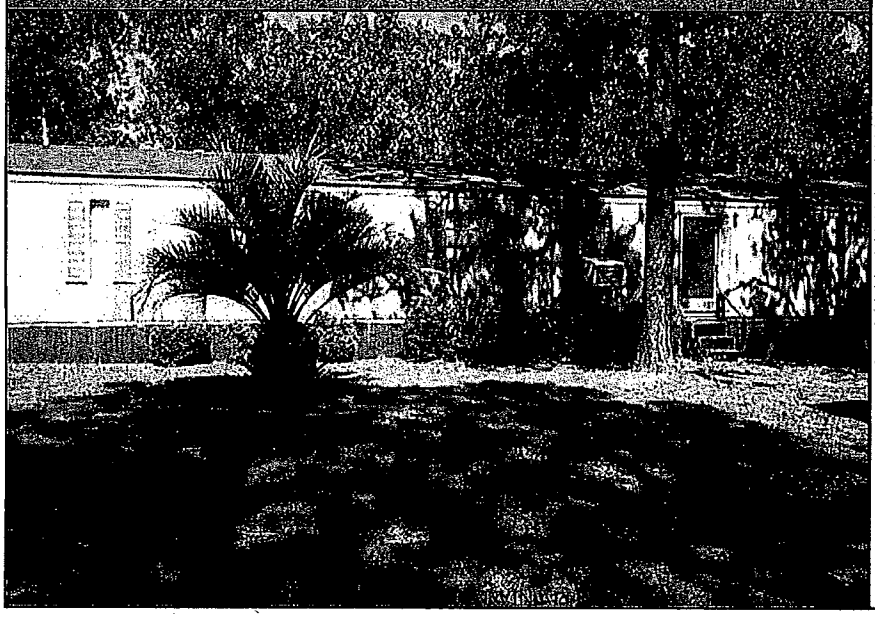
Price	$21,700
Price/SF	23.48
Date	06/18/12 closed
Age	20
Room Count	5-2-2
Living Area	924
Value Indication	$16,700



COMPARABLE #2

709 Big Fork Road
Winnsboro, SC 29180

Price	$16,000
Price/SF	13.99
Date	09/14/12 closed
Age	15
Room Count	5-3-2
Living Area	1,144
Value Indication	$9,000



COMPARABLE #3

201 Robin Hood Road
Elgin, SC 29045

Price	$35,000
Price/SF	31.11
Date	02/08/12 closed
Age	15
Room Count	5-2-2
Living Area	1,125
Value Indication	$23,400

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File No. 091218G

CURRENT LICENSES

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust

State of South Carolina BCD1017249
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

EUGENE C GARVIN JR

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: **2746**

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

State of South Carolina BCD1025[illegible]
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

THOMAS E. GARVIN

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: **4831**

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

State of South Carolina BCD1025427
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

O'NEIL H. CANNON II

Is hereby entitled in practice as a:

Certified Residential Appraiser

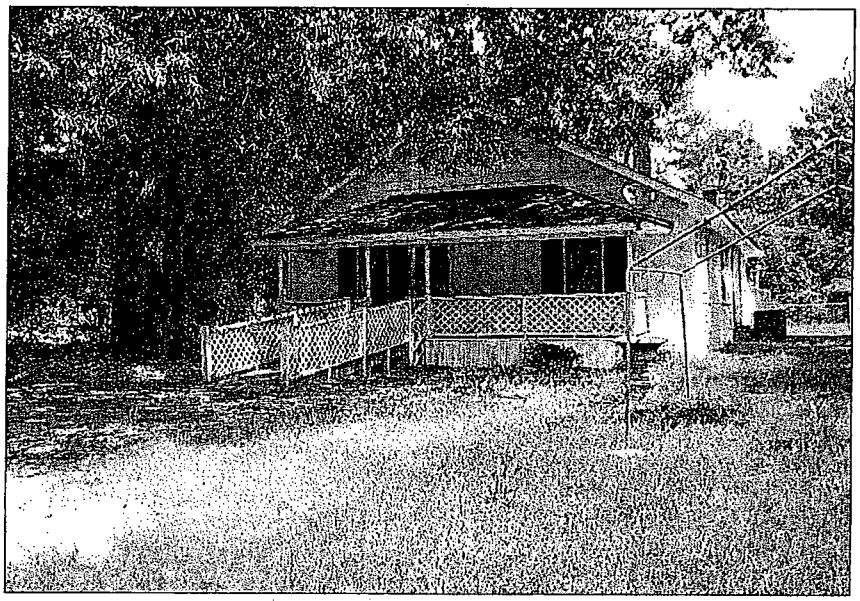
License Number: **4543**

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

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File No. 091217G



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

4824 Linden Street
Columbia, SC 29203

for

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

as of

09/13/2012

by

Eugene Garvin, Jr.
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206

GARVIN APPRAISALS

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GARVIN APPRAISALS
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
803-779-4243

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September 21, 2012

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

Property -	4824 Linden Street Columbia, SC 29203
Borrower -	N/A
File No. -	091217G
Case No. -	

Dear :

In accordance with your request, I have prepared an appraisal of the real property located at 4824 Linden Street, Columbia, SC.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the Summary Report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 09/13/2012 is :

$25,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

GARVIN APPRAISALS

Eugene Garvin, Jr.
SC Certification #2746

Uniform Residential Appraisal Report

File # 091217G

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

SUBJECT

Property Address 4824 Linden Street | City Columbia | State SC | Zip Code 29203
Borrower N/A | Owner of Public Record SC Operating Room Equip. | County Richland
Legal Description Lts 12, 13, 14, Block 6 - College View
Assessor's Parcel # 09313-03-21 | Tax Year 2011 | R.E. Taxes $ 1,393
Neighborhood Name College View | Map Reference College View | Census Tract 106.00
Occupant [ ] Owner [ ] Tenant [X] Vacant | Special Assessments $ 0 | [ ] PUD | HOA $ 0 | [ ] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] Other (describe) detemine market value for bank
Lender/Client South Carolina Bank & Trust | Address 700 Gervais Street, Columbia, SC 29201
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? [ ] Yes [X] No
Report data source(s) used, offering price(s), and date(s). MLS

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price $ | Date of Contract | Is the property seller the owner of public record? [ ] Yes [ ] No | Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No
If Yes, report the total dollar amount and describe the items to be paid:

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing			Percent Land Use %	
Location	[X] Urban	[ ] Suburban	[ ] Rural	Property Values	[ ] Increasing	[ ] Stable	[X] Declining	PRICE $(000)	AGE (yrs)		One-Unit	80 %
Built-Up	[X] Over 75%	[ ] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply				2-4 Unit	2 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[ ] Under 3 mths	[X] 3-6 mths	[ ] Over 6 mths	20 Low		0	Multi-Family	%
Neighborhood Boundaries	to the north by I-20, east by Highway 277, south by Sunset Drive and west by the Broad River.							200 High		90	Commercial	18 %
								65 Pred.		65	Other	%

Neighborhood Description The subject property is located approximately 2 miles north of the downtown Columbia area in the Eau Claire neighborhood. This area allows for good access to employment centers, shopping and schools. *** See Additional Comments ***
Market Conditions (including support for the above conclusions) Market conditions are currently attractive as interest rates remain at historical lows. Property values in the neighborhood area appear to be stable. Supply and demand are in balance with typical exposure times being from three to six months. *** See Additional Comments ***

SITE

Dimensions 75Fx200LSx75Rx200RS | Area 15000 sf | Shape rectangular | View N;Res;
Specific Zoning Classification RS HD | Zoning Description single family residential allowed
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements–Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[X]	[ ]	Alley none/typical	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [X] No | FEMA Flood Zone X | FEMA Map No. 4501700084 G | FEMA Map Date 01/19/94
Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No. If No, describe
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe
Drainage and utility easements are typical for the area and don't adversely affect the subject's marketability or value. No adverse easements or encroachments were noted.

IMPROVEMENTS

General Description		Foundation		Exterior Description materials/condition		Interior materials/condition	
Units	[X] One [ ] One with Accessory Unit	[ ] Concrete Slab	[X] Crawl Space	Foundation Walls	piers/fair	Floors	hwd/laminate/avg
# of Stories	1.00	[ ] Full Basement	[ ] Partial Basement	Exterior Walls	aluminum/average	Walls	plaster/panel/avg
Type	[X] Det. [ ] Att. [ ] S-Det/End Unit	Basement Area	0 sq. ft.	Roof Surface	comp shingles/average	Trim/Finish	wood/avg
	[X] Existing [ ] Proposed [ ] Under Const.	Basement Finish	0 %	Gutters & Downspouts	none	Bath Floor	vinyl/avg
Design (Style)	bungalow	[N] Outside Entry/Exit	[N] Sump Pump	Window Type	DH wood/fair	Bath Wainscot	fibrgls/avg
Year Built	1945	Evidence of [N] Infestation		Storm Sash/Insulated	none	Car Storage	[ ] None
Effective Age (Yrs)	40	[N] Dampness	[N] Settlement	Screens	none		[X] Driveway # of Cars 2
Attic	[ ] None	Heating [X] FWA	[ ] HWBB [ ] Radiant	Amenities	[ ] WoodStove(s)# 0	Driveway Surface	dirt
	[X] Drop Stair [ ] Stairs	[ ] Other	Fuel electric	[ ] Fireplace(s) # 0	[X] Fence part rear	[ ] Garage	# of Cars 0
	[ ] Floor [ ] Scuttle	Cooling [X] Central Air Conditioning		[ ] Patio/Deck none	[X] Porch cpor	[ ] Carport	# of Cars 0
	[ ] Finished [ ] Heated	[ ] Individual	[ ] Other	[ ] Pool none	[ ] Other none	[ ] Att.	[ ] Det. [ ] Built-In

Appliances [ ] Refrigerator [P] Range/Oven [ ] Dishwasher [ ] Disposal [ ] Microwave [ ] Washer/Dryer [ ] Other (describe)
Finished area above grade contains: 5 Rooms | 2 Bedrooms | 1.0 Bath(s) | 1,088 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.) cov front porch w/handicap access ramp, laminate & hardwood flooring, heatpump (2007) according to owner's agent.
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C5;No updates in the prior 15 years;The subject property is in average to fair overall condition. There is no functional or external obsolesence noted and no major repairs cited. Quality of construction is considered to be average to fair. Physical depreciation is typical of properties of similar age, similar maintenance and quality of construction.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [ ] Yes [X] No If Yes, describe
There are no adverse environmental conditions observed by your appraiser for the neighborhood; however your appraiser is not an environmental expert. The subject property was vacant at the time of the appraisal inspection and all utilities were appeared to be operable.
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes [ ] No If No, describe

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Uniform Residential Appraisal Report

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There are 14 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 20,000 to $ 50,000

There are 9 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 21,050 to $ 49,000

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 1	+(-)$ Adjustment	COMPARABLE SALE # 2	+(-)$ Adjustment	COMPARABLE SALE # 3	+(-)$ Adjustment
Address	4824 Linden Street Columbia, SC 29203	5213 Spaulding Avenue Columbia, SC 29203		5113 Holmes Avenue Columbia, SC 29203		4304 Revelstoke Drive Columbia, SC 29203	
Proximity to Subject		0.65 miles E		0.75 miles E		1.14 miles W	
Sale Price	$	$ 24,900		$ 21,050		$ 25,000	
Sale Price/Gross Liv. Area	$ sq. ft.	$ 20.75 sq. ft.		$ 19.07 sq. ft.		$ 27.47 sq. ft.	
Data Source(s)		MLS# 312478;DOM 74		MLS# 304032;DOM 14		MLS# 301798;DOM 162	
Verification Source(s)		Appraiser/MLS		Appraiser/MLS		Appraiser/MLS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION		DESCRIPTION		DESCRIPTION	
Sale or Financing Concessions		ArmLth Cash;0		REO Cash;0		REO Cash;0	
Date of Sale/Time		s08/12;c08/12		s02/12;c02/12		s06/12;c05/12	
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	15000 sf	6777 sf	0	9305 sf	0	15000 sf	
View	N;Res;	N;Res;		N;Res;		N;Res;	
Design (Style)	1 sty aluminum	1 sty brick ven	0	1 sty brick ven	0	1 sty brick ven	0
Quality of Construction	Q5	Q5		Q5		Q5	
Actual Age	67	59	0	62	0	42	0
Condition	C5	C5		C5		C5	
Above Grade Room Count (Total / Bdrms. / Baths)	5 / 2 / 1.0	5 / 2 / 1.0		5 / 2 / 1.0		5 / 3 / 1.0	0
Gross Living Area	1,088 sq. ft.	1,200 sq. ft.	-2,800	1,104 sq. ft.	0	910 sq. ft.	+4,500
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	average	average		average		average	
Heating/Cooling	central	none	+2,500	central		central	
Energy Efficient Items	none	none		none		none	
Garage/Carport	none	none		none		none	
Porch/Patio/Deck	cpor	cpor		cstp	+1,000	cstp	+1,000
	no fireplace	no fireplace		one fireplace	-1,000	no fireplace	
Net Adjustment (Total)		[ ] + [X] -	$ -300	[ ] + [ ] -	$ 0	[X] + [ ] -	$ 5,500
Adjusted Sale Price of Comparables		Net Adj. 1.20 % Gross Adj. 21.29 %	$ 24,600	Net Adj. 0.00 % Gross Adj. 9.50 %	$ 21,050	Net Adj. 22.00 % Gross Adj. 22.00 %	$ 30,500

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

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

Data Source(s) bank source/Masters Report

My research [X] did [ ] did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s) tax assessor/MLS

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

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	08/08/2012	12/05/11 & 05/21/12	01/23/2012	11/02/2011
Price of Prior Sale/Transfer	$25,001	$2,500 & $9,850	$26,704	$28,000
Data Source(s)	Masters Report	tax assessor/MLS	tax assessor/MLS	tax assessor/MLS
Effective Date of Data Source(s)	09/17/2012	09/17/2012	09/17/2012	09/17/2012

Analysis of prior sale or transfer history of the subject property and comparable sales According to information provided to your appraiser the subject property was a foreclosure sale as shown above. There have been no othe sales within the previous 36 months on the subject property. According to the tax assessor's office, comps one, two, three, four & six were foreclosure sales as shown above. There was no sale for the previous 12 months for comp five.

Summary of Sales Comparison Approach All six comps are located in the Eau Claire community, like the subject. Comp two is dated and comps five & six are current listings. Comps three & six exceed the line, net & gross adjustment guidelines due to the variance in gross living area. Comp four exceeds the line & gross adjustment guidelines due to the gross living area and other warranted adjustments. Due to location, similarity to the subject and/or the lack of recent sales data the use of all six comps is warranted. Comp four has masonite exterior siding & the adjustment is made under the "design" item. A final value opinion of $25,000 is within market range. The Intended User of this appraisal report is the Lender/Client. *** See Additional Comments ***

Indicated Value by Sales Comparison Approach $ 25,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 25,000 Cost Approach (if developed) $ 29,115 Income Approach (if developed) $ N/A

The Sales Comparison Analysis is given the most weight since it best reflects the actions of buyers and sellers in the market. The Cost Approach supports the Sales Analysis but was given less weight overall. The Income Approach was not considered appropriate for this type of single family residential property. *** See Additional Comments ***

This appraisal is made [X] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [ ] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 25,000, as of 09/13/2012, which is the date of inspection and the effective date of this appraisal.

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ADDITIONAL COMPARABLES

Borrower	N/A
Property Address	4824 Linden Street
City	Columbia
County	Richland
State	SC
Zip Code	29203
Lender/Client	South Carolina Bank & Trust

FEATURE	SUBJECT	COMPARABLE SALE NO. 4		COMPARABLE SALE NO. 5		COMPARABLE SALE NO. 6	
Address	4824 Linden Street Columbia, SC 29203	5745 Colonial Drive Columbia, SC 29203		4902 Linden Street Columbia, SC 29203		4844 Linden Street Columbia, SC 29203	
Proximity to Subject		1.40 miles E		0.05 miles N		0.04 miles N	
Sale Price	$	$ 22,050		$ 33,500		$ 29,500	
Sale Price/Gross Liv. Area	$ sq. ft.	$ 21.51 sq. ft.		$ 33.50 sq. ft.		$ 31.93 sq. ft.	
Data Source(s)		MLS# 306148;DOM 15		MLS# 298007;DOM 364		MLS# 301794;DOM 285	
Verification Source(s)		Appraiser/MLS		Appraiser/MLS		Appraiser/MLS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		REO Other;0		Listing		Listing	
Date of Sale/Time		s04/12;c03/12		Active		Active	
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	15000 sf	6733 sf	0	9020 sf	0	14731 sf	0
View	N;Res;	N;Res;		N;Res;		N;Res;	
Design (Style)	1 sty aluminum	1 sty masonite	+2,000	1 sty vinyl	0	1 sty brick ven	0
Quality of Construction	Q5	Q5		Q5		Q5	
Actual Age	67	27	0	59	0	59	0
Condition	C5	C5		C5		C5	
Above Grade Room Count (Total / Bdrms. / Baths)	5 / 2 / 1.0	5 / 3 / 1.1	-2,500	5 / 2 / 1.0		5 / 2 / 1.0	
Gross Living Area	1,088 sq. ft.	1,025 sq. ft.	+1,600	1,000 sq. ft.	+2,200	924 sq. ft.	+4,100
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	average	average		average		average	
Heating/Cooling	central	central		central		central	
Energy Efficient Items	none	none		none		none	
Garage/Carport	none	none		none		none	
Porch/Patio/Deck	cpor	cstp	+1,000	cstp/wkshop	0	cstp	+1,000
	no fireplace	no fireplace		no fireplace		no fireplace	
Net Adjustment (Total)		[X] + [ ] -	$ 2,100	[X] + [ ] -	$ 2,200	[X] + [ ] -	$ 5,100
Adjusted Sale Price of Comparables		Net Adj. 9.52 % Gross Adj. 32.20 %	$ 24,150	Net Adj. 6.57 % Gross Adj. 6.57 %	$ 35,700	Net Adj. 17.29 % Gross Adj. 17.29 %	$ 34,600

ITEM	SUBJECT	COMPARABLE SALE #4	COMPARABLE SALE #5	COMPARABLE SALE #6
Date of Prior Sale/Transfer	08/08/2012	12/05/2011		10/06/2011
Price of Prior Sale/Transfer	$25,001	$100		$31,926
Data Source(s)	Masters Report	tax assessor/MLS	tax assessor/MLS	tax assessor/MLS
Effective Date of Data Source(s)	09/17/2012	09/17/2012	09/17/2012	09/17/2012

Comment on Sales Comparison

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ADDITIONAL COMMENTS

This appraisal report is not intended to be used for insurance purposes. There is no personal property included in the value opinion of the subject property. I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three year period immediately preceding acceptance of this assignment. NOTE: The current Fannie Mae forms do not include this on the certification page. This report has been electronically prepared in compliance with the USPAP Guidelines which included a digital signature and adequate security measures in place to protect the integrity of the data produced by the appraiser.

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

The estimated opinion of value of the subject site is derived from previous sales, information obtained from the tax assessor's office and appraisals on similar lots within the subject neighborhood.

ESTIMATED [ ] REPRODUCTION OR [X] REPLACEMENT COST NEW	OPINION OF SITE VALUE	=$	8,500
Source of cost data Marshall & Swift/local builders	Dwelling 1,088 Sq. Ft. @ $ 50.00	=$	54,400
Quality rating from cost service avg-fair Effective date of cost data 06/2012	Sq. Ft. @ $	=$	
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	cpor		1,500
The cost approach estimates the replacement cost of the improvements plus the estimated value of the subject lot. Cost figures are based on data on file and information from local contractors. The land cost to value ratio is normal for this area. Remaining Economic Life = 20 years	Garage/Carport Sq. Ft. @ $	=$	0
	Total Estimate of Cost-New	=$	55,900
	Less Physical / Functional / External		
	Depreciation 37,285	=$	(37,285)
	Depreciated Cost of Improvements	=$	18,615
	'As-Is' Value of Site Improvements	=$	2,000
		=$	
Estimated Remaining Economic Life (HUD and VA only) 20 Years	Indicated Value By Cost Approach	=$	29,115

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

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

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

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

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

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

Legal name of project N/A

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

Total number of units rented | Total number of units for sale | Data Source(s)

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

Does the project contain any multi-dwelling units? [ ] Yes [ ] No Data Source(s)

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

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

Describe common elements and recreational facilities

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ADDITIONAL COMMENTS

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Lender or Client South Carolina Bank & Trust

SCOPE OF APPRAISAL
The Owner of Public Record is South Carolina Operating Room Equimpment, LLC.

NEIGHBORHOOD DESCRIPTION
Homes in the immediate neighborhood are typially small to medium in size and are of fair to average quality of construction. Overall marketability and acceptance for this area is average.

MARKET CONDITIONS
Homes in the this area are typically financed with FHA, VA and conventional loans with the buyer and seller negotiating closing costs. The exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. As information, the Fannie Mae definition is used, such as lender work.

SALES COMPARISON APPROACH
The Intended Use is to evaluate the property that is the subject of this appraisal for bank purposes, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of the appraisal form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

RECONCILIATION
Single family properties of this type are not typically valued based on their income potential. The Income Approach was not used in the valuation of the subject property because of a lack of sufficient recent sales with rental information to develop and adequately support a gross rent multiplier. The Cost Approach was given less weight due to the relative difficulty in accurately estimating accrued depreciation. The conclusions of the Sales Comparison Analysis give the best indication of the most probable price the subject property would bring on the open market.

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

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

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

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

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

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

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

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

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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Uniform Residential Appraisal Report

File # 091217G

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

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

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Uniform Residential Appraisal Report

File # 091217G

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

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

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

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

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

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

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

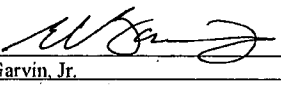
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

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

APPRAISER

Signature 
Name Eugene Garvin, Jr.
Company Name GARVIN APPRAISALS
Company Address 5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
Telephone Number 803-779-4243
Email Address ecgarvin@garvinappraisals.com
Date of Signature and Report 09/21/2012
Effective Date of Appraisal 09/13/2012
State Certification # 2746
or State License #
or Other State #
State SC
Expiration Date of Certification or License 06/30/2014

ADDRESS OF PROPERTY APPRAISED
4824 Linden Street
Columbia, SC 29203
APPRAISED VALUE OF SUBJECT PROPERTY $ 25,000
LENDER/CLIENT
Name No AMC
Company Name South Carolina Bank & Trust
Company Address 700 Gervais Street
Columbia, SC 29201
Email Address

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

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

SUBJECT PROPERTY

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

COMPARABLE SALES

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

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Market Conditions Addendum to the Appraisal Report File No. 091217G

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 4824 Linden Street City Columbia State SC ZIP Code 29203

Borrower N/A

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

MARKET RESEARCH & ANALYSIS

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)	3	3	3	Increasing / X Stable / Declining
Absorption Rate (Total Sales/Months)	0.50	1.00	1.00	Increasing / X Stable / Declining
Total # of Comparable Active Listings	12	14	14	Declining / X Stable / Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	24.00	14.00	14.00	Declining / X Stable / Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Median Comparable Sale Price	$22,000	$25,000	$24,900	Increasing / X Stable / Declining
Median Comparable Sales Days on Market	74	113	195	Declining / X Stable / Increasing
Median Comparable List Price	$37,000	$34,250	$39,000	Increasing / X Stable / Declining
Median Comparable Listings Days on Market	279.5	258	242	X Declining / Stable / Increasing
Median Sale Price as % of List Price	87.30%	94.41%	89.25%	Increasing / X Stable / Declining
Seller-(developer, builder, etc.) paid financial assistance prevalent?		X Yes / No		Declining / X Stable / Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Seller concessions are typical for this neighborhood and that trend has held steady for the previous 12 months. It does not appear that these concessions are increasing, but as always they are negotiated by the seller & borrower.

Are foreclosure sales (REO sales) a factor in the market? X Yes No If yes, explain (including the trends in listings and sales of foreclosed properties).
Foreclosure sales do occur in this particular market. In the past they were purchased by investors who would repair or renovate the properties and place them back on the market at competitive prices. However with the banks now reluctant to make investor loans they are directly listing REO and often accepting below market offers.

Cite data sources for above information. tax assessor's office/CMLS/appraiser's office data

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.
The above data supports the information in the Neighborhood section of the appraisal report. There has been a slowdown of sales in the general area due to the current economic conditions. Due to limited sales, it is difficult to determine if any significant trends have been established.

CONDO/COOP PROJECTS

If the subject is a unit in a condominium or cooperative project, complete the following: Project Name:

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)				Increasing / Stable / Declining
Absorption Rate (Total Sales/Months)				Increasing / Stable / Declining
Total # of Active Comparable Listings				Declining / Stable / Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				Declining / Stable / Increasing

Are foreclosure sales (REO sales) a factor in the project? Yes No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

APPRAISER

Signature
Appraiser Name Eugene Garvin, Jr.
Company Name GARVIN APPRAISALS
Company Address 5 CALENDAR COURT STE 103, COLUMBIA, SC 29206
State License/Certification # 2746 State SC
Email Address ecgarvin@garvinappraisals.com

Signature
Appraiser Name
Company Name
Company Address
State License/Certification # State
Email Address

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File No. 091217G
Case No.

Borrower N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Lender/Client South Carolina Bank & Trust Address 700 Gervais Street, Columbia, SC 29201

Requirements - Condition and Quality Ratings Usage

Appraisers must utilize the following standardized conditions and quality ratings within the appraisal report.

Condition Ratings and Definitions

C1 - The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.*

**Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

C2 - The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finished have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

C3 - The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

C4 - The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

C5 - The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

C6 - The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Quality Ratings and Definitions

Q1 - Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified use. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are exceptionally high quality.

Q2 - Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q3 - Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4 - Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5 - Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6 - Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated - Little or no updating or modernization. This description includes, but is not limited to, new homes. Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated - The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost. An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled - Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion. A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example: 3.2 indicates three full baths and two half baths.

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Requirements - Abbreviations Used in Data Standardization Text

File No. 091217G
Case No.

Abbreviation	Full Name	Appropriate Fields
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
A	Adverse	Location & View
ArmLth	Arms Length Sale	Sale or Financing Concessions
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
B	Beneficial	Location & View
Cash	Cash	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
Comm	Commercial Influence	Location
c	Contracted Date	Date of Sale/Time
Conv	Conventional	Sale or Financing Concessions
CrtOrd	Court Ordered Sale	Sale or Financing Concession
DOM	Days On Market	Data Sources
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
Ind	Industrial	Location & View
In	Interior Only Stairs	Basement & Finished Rooms Below Grade
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
Listing	Listing	Sale or Financing Concessions
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
BsyRdm	Busy Road	Locations
o	Other	Basement & Finished Rooms Below Grade
Prk	Park View	View
Pstrl	Pastoral View	View
PwrLn	Power Lines	View
PubTrn	Public Transportation	Location
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
s	Settlement Date	Date of Sale/Time
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdraw Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
wu	Walk Up Basement	Basement & Finished Rooms Below Grade
WtrFr	Water Frontage	Location
Wtr	Water View	View
Woods	Woods View	View

ABBREVIATED ENTRY	OVERALL VIEW RATING
N	Neutral
B	Beneficial
A	Adverse

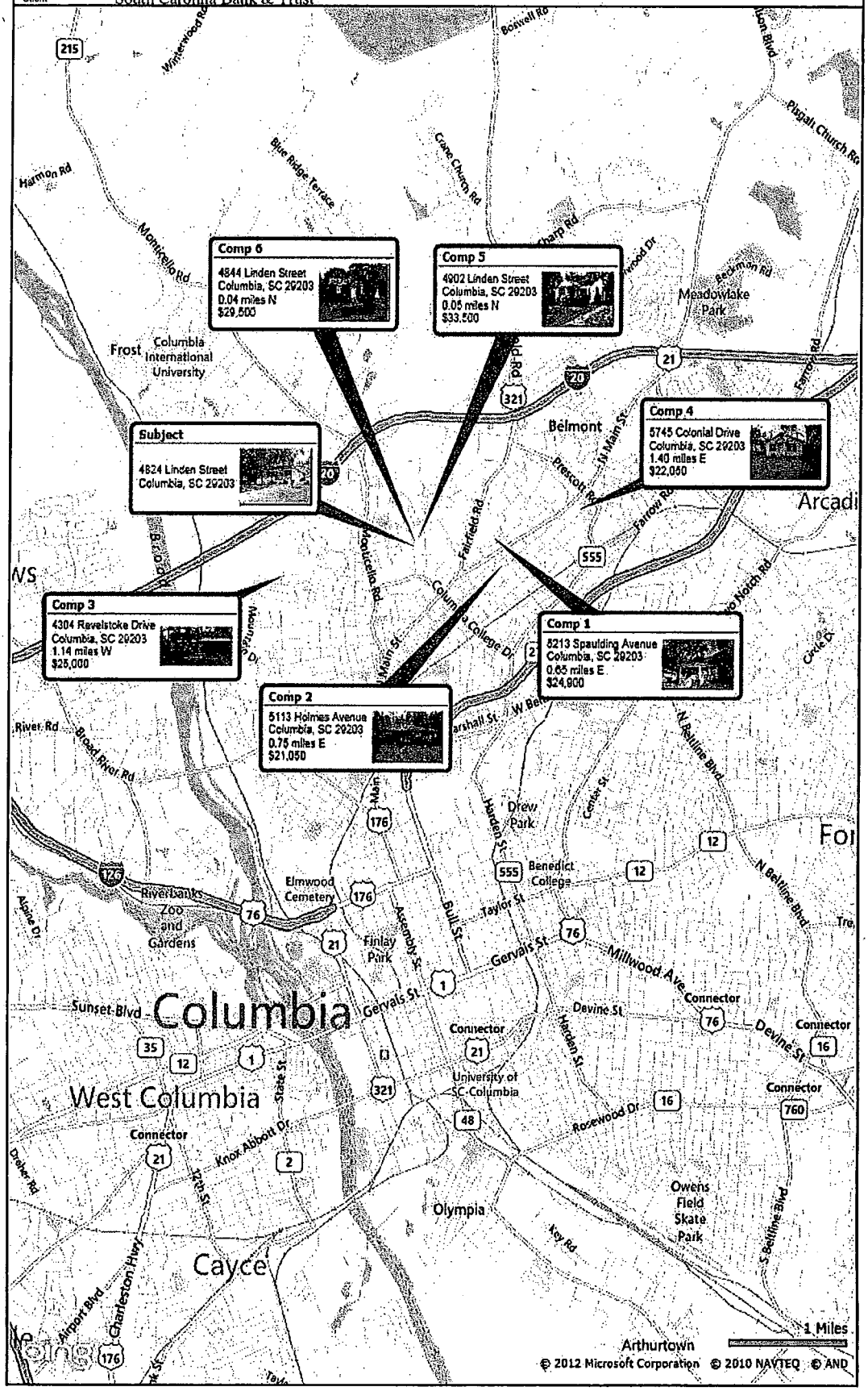
ABBREVIATED ENTRY	VIEW FACTOR
Wtr	Water View
Pstrl	Pastoral View
Woods	Woods View
Prk	Park View
Glfvw	Golf Course View
CtySky	City View Skyline View
Mtn	Mountain View
Res	Residential View
CtyStr	City Street View
Ind	Industrial View
PwrLn	Power Lines
LtdSght	Limited Sight
See Instructions Below	Other - Appraiser to enter a description of the view*

Other: If a view factor not on this list materially affects the value of the subject property, the appraiser must enter a description of the view associated with the property (see second example below). The description entered must follow a reader of the appraisal report or understand what the view associated with the property actually is. Descriptors such as 'None', 'N/A', 'Typical', 'Average', etc., are unacceptable. Descriptions should be entered carefully because the same text will be represented in both the site section and the comparable sales grid for the subject property. The text must fit in the allowable space.

File No. 091217G

Location Map

Borrower or Owner	N/A				
Property Address	4824 Linden Street				
City	Columbia	County	Richland	State	SC	Zip Code	29203
Client	South Carolina Bank & Trust				

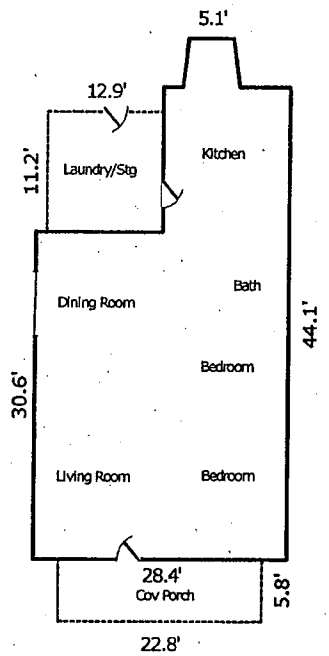


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SKETCH ADDENDUM

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust



Sketch by Apex Medina™

Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	1088.2	1088.2
P/P	Encl Porch	144.5	
	Cov Porch	132.2	276.7
Net LIVABLE Area		(rounded)	1088

LIVING AREA BREAKDOWN

Breakdown				Subtotals
First Floor				
0.5 x	4.5	x	0.7	1.6
	30.6	x	28.4	869.0
	13.5	x	14.3	193.1
0.5 x	0.7	x	4.5	1.6
	5.1	x	4.5	23.0
5 Items			(rounded)	1088

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PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

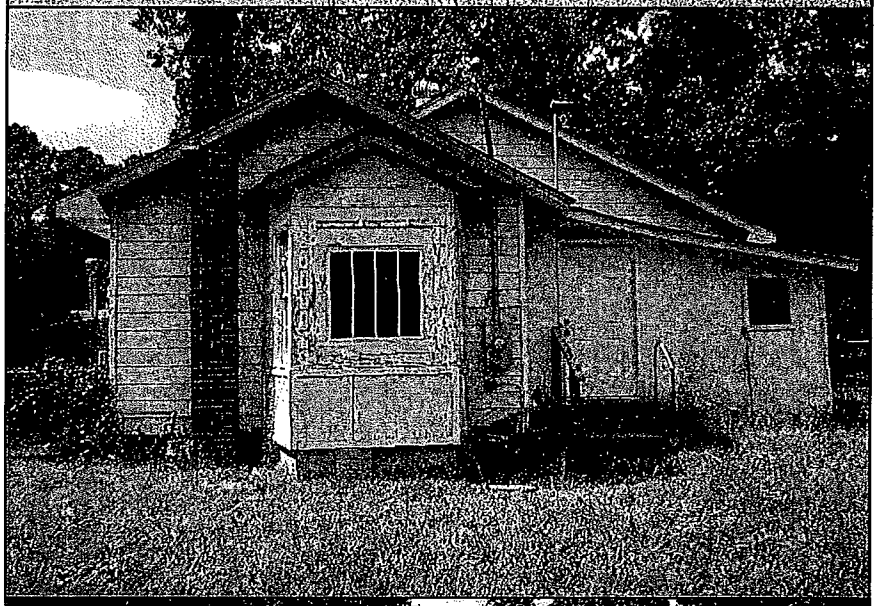
Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



FRONT VIEW OF SUBJECT PROPERTY



REAR VIEW OF SUBJECT PROPERTY



STREET SCENE OF SUBJECT PROPERTY

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File No. 091217G

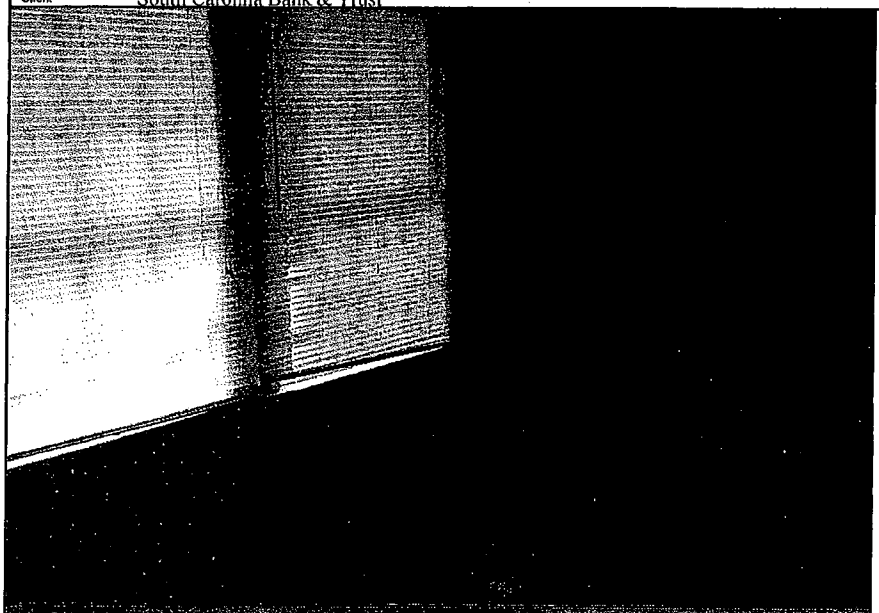
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

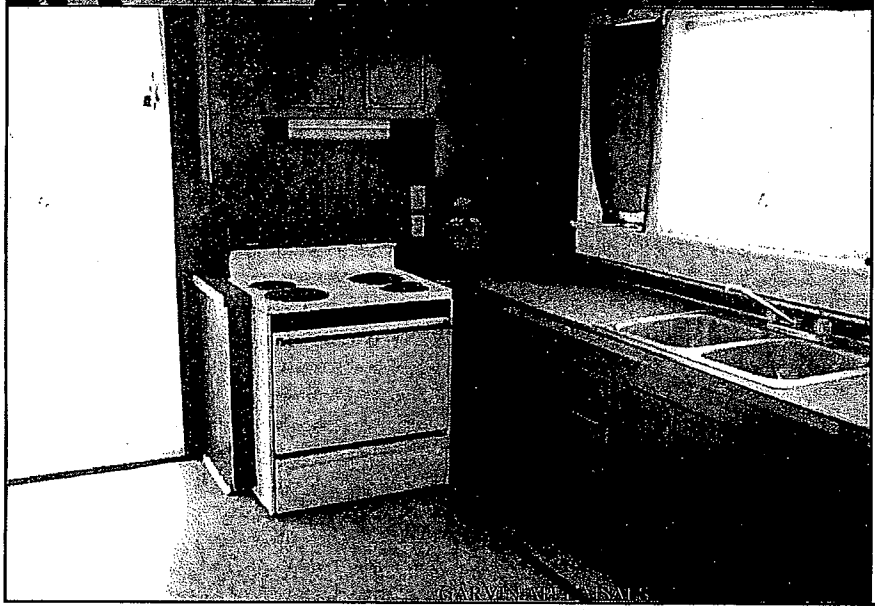
Client South Carolina Bank & Trust



4824 Linden Street
LIVING ROOM



4824 Linden Street
DINING ROOM



4824 Linden Street
KITCHEN

ELECTRONICALLY FILED - 2018 May 01 4:16 PM - RICHLAND - COMMON PLEAS - CASE#2011CP400317

File No. 091217G

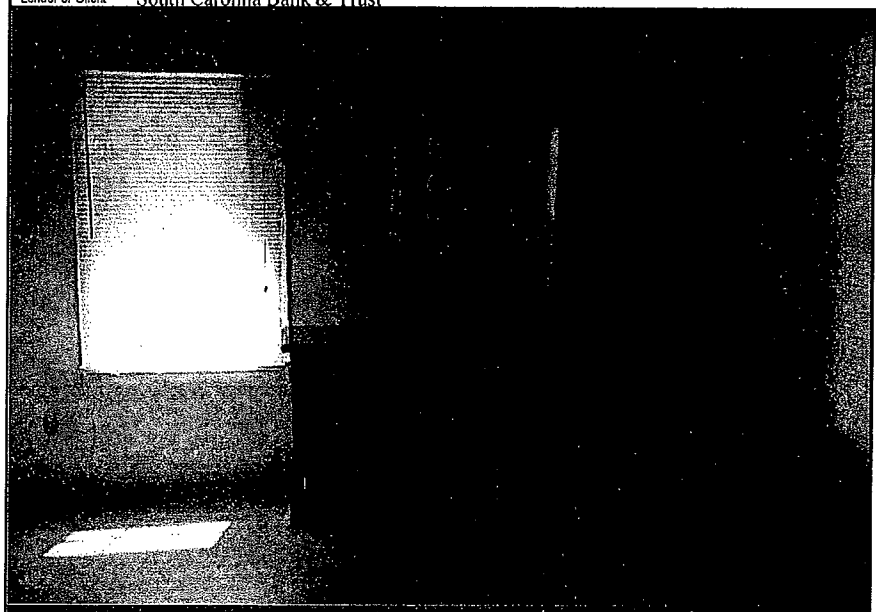
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

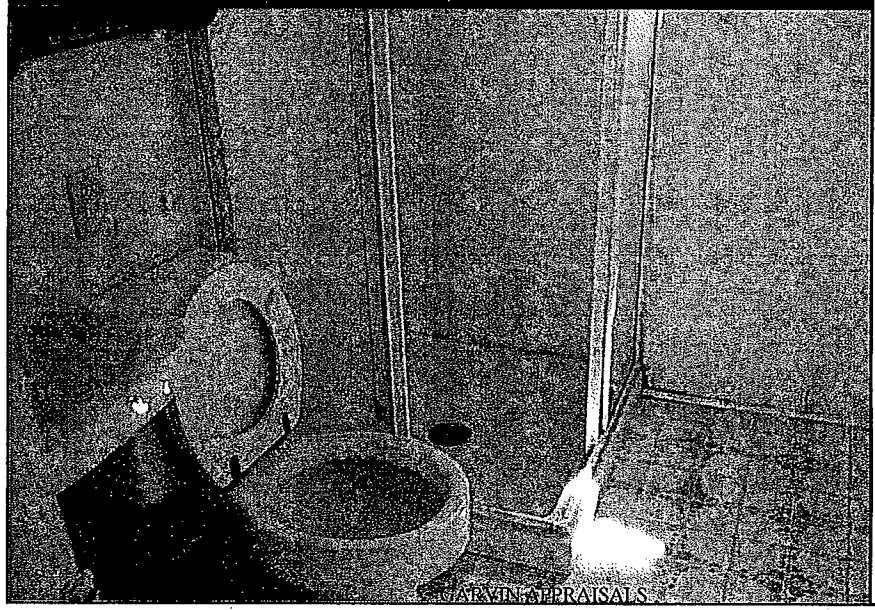
Lender or Client South Carolina Bank & Trust



4824 Linden Street
BEDROOM



4824 Linden Street
BEDROOM



4824 Linden Street
BATH

ELECTRONICALLY FILED - 2018 May 01 4:16 PM - RICHLAND - COMMON PLEAS - CASE#2011CP400317

File No. 091217G

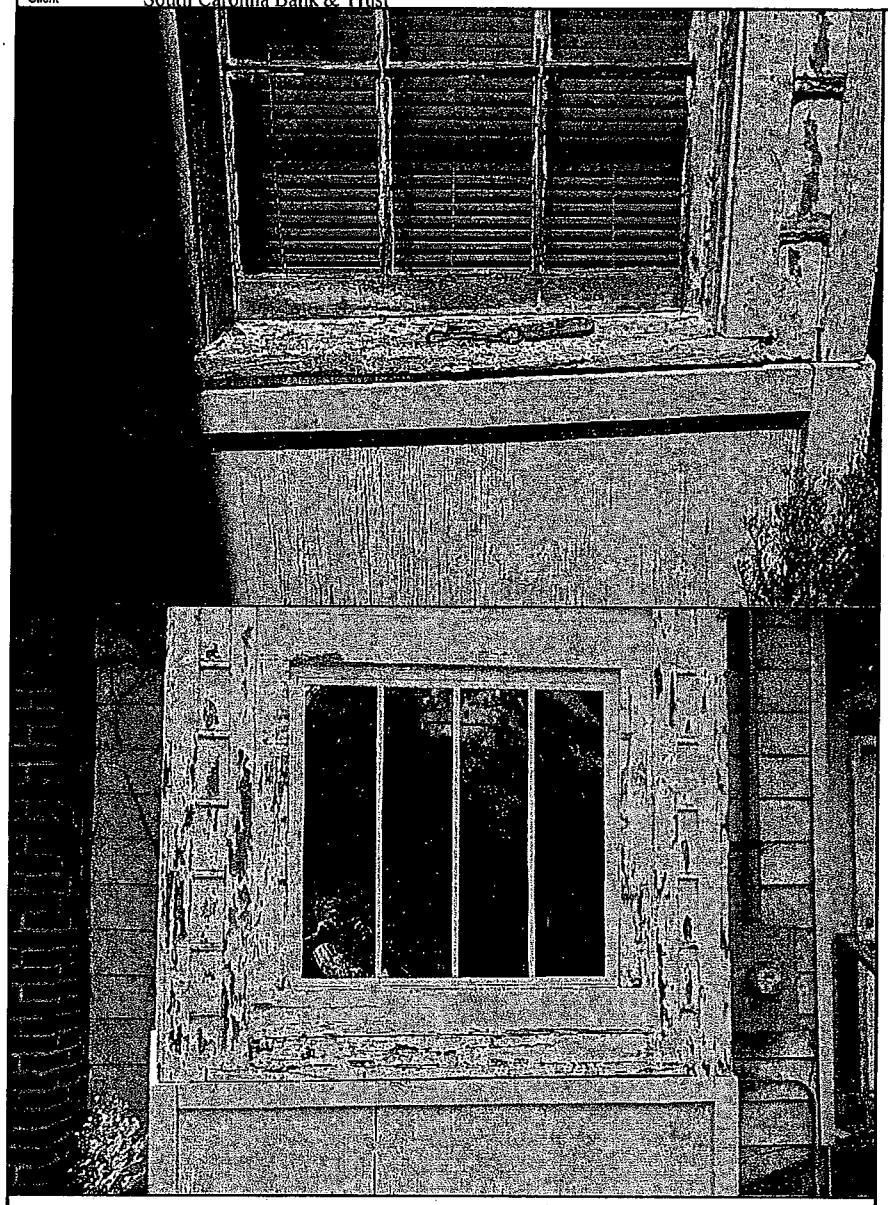
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



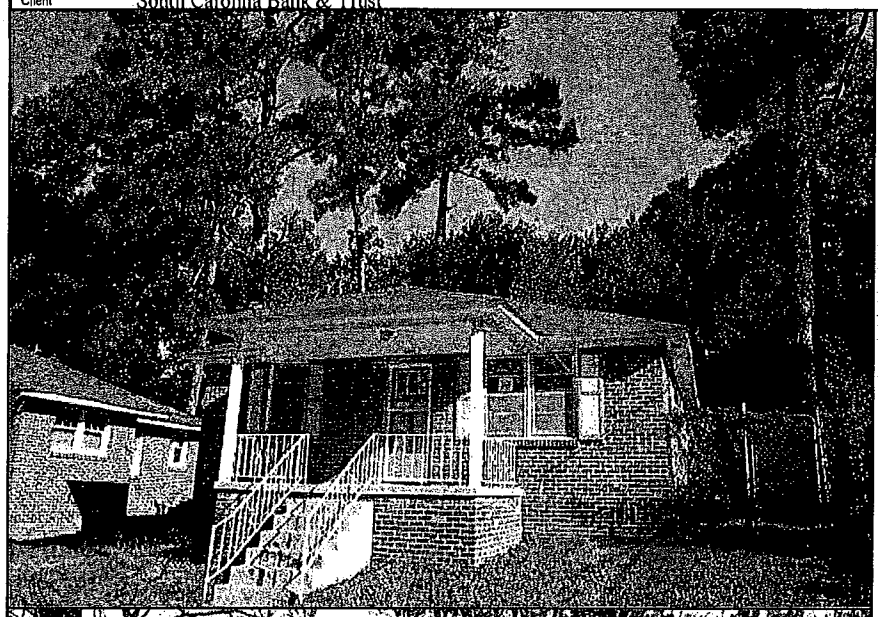
4824 Linden Street
PEELING PAIN

ELECTRONICALLY FILED - 2018 May 01 4:16 PM - RICHLAND - COMMON PLEAS - CASE#2011CP400317

File No. 091217G

PHOTOGRAPH ADDENDUM

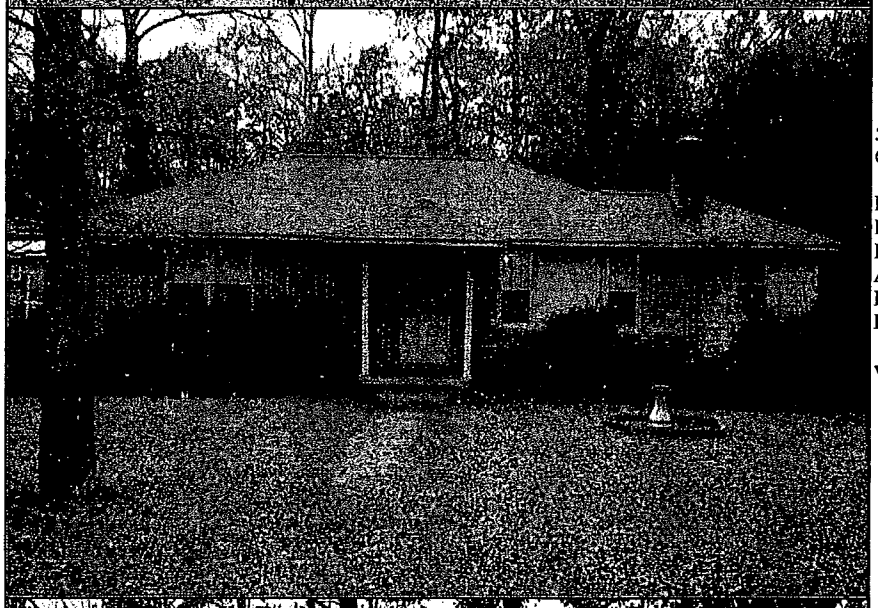
Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust



COMPARABLE #1

5213 Spaulding Avenue
Columbia, SC 29203

Price	$24,900
Price/SF	20.75
Date	s08/12;c08/12
Age	59
Room Count	5-2-1.0
Living Area	1,200
Value Indication	$24,600



COMPARABLE #2

5113 Holmes Avenue
Columbia, SC 29203

Price	$21,050
Price/SF	19.07
Date	s02/12;c02/12
Age	62
Room Count	5-2-1.0
Living Area	1,104
Value Indication	$21,050



COMPARABLE #3

4304 Revelstoke Drive
Columbia, SC 29203

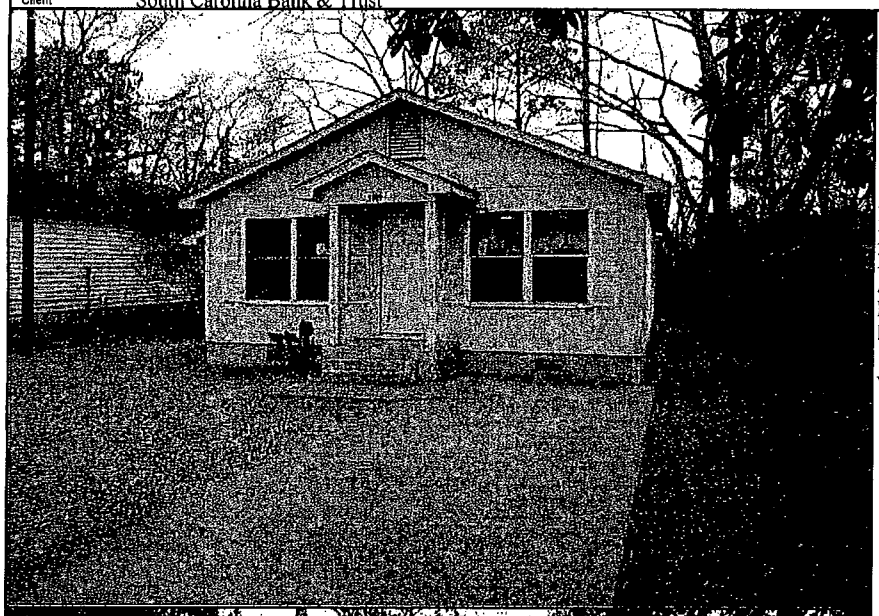
Price	$25,000
Price/SF	27.47
Date	s06/12;c05/12
Age	42
Room Count	5-3-1.0
Living Area	910
Value Indication	$30,500

ELECTRONICALLY FILED - 2018 May 01 4:16 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4006317

File No. 091217G

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust



COMPARABLE #4

5745 Colonial Drive
Columbia, SC 29203

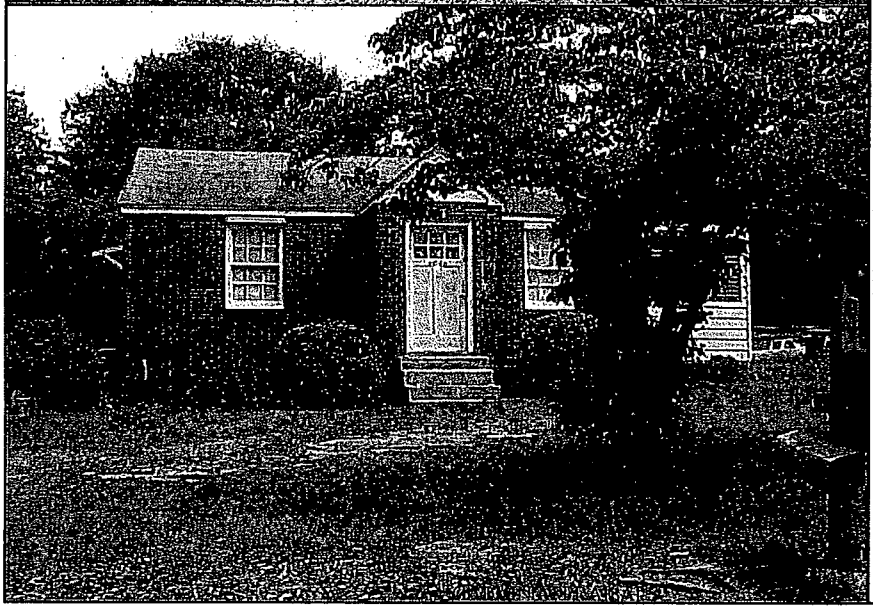
Price	$22,050
Price/SF	21.51
Date	s04/12;c03/12
Age	27
Room Count	5-3-1.1
Living Area	1,025
Value Indication	$24,150



COMPARABLE #5

4902 Linden Street
Columbia, SC 29203

Price	$33,500
Price/SF	33.50
Date	Active
Age	59
Room Count	5-2-1.0
Living Area	1,000
Value Indication	$35,700



COMPARABLE #6

4844 Linden Street
Columbia, SC 29203

Price	$29,500
Price/SF	31.93
Date	Active
Age	59
Room Count	5-2-1.0
Living Area	924
Value Indication	$34,600

ELECTRONICALLY FILED - 2018 May 01 4:16 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4006317

File No. 091217G

CURRENT LICENSES

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust

State of South Carolina BCD1017249
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

EUGENE C GARVIN JR

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: **2746**

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

State of South Carolina BCD1025[illegible]
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

THOMAS E. GARVIN

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: **4831**

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

State of South Carolina BCD1025[illegible]
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

O'NEIL H. CANNON II

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: **4543**

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

ELECTRONICALLY FILED - 2018 May 01 4:16 PM - RICHLAND - COMMON PLEAS - CASE#2011CP400317

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)
SCBT, N.A)
Plaintiff,)
vs.)
Sand dollar 31, LLC & Rhonda Meisner)
Defendant.)

IN THE COURT OF COMMON PLEAS
5th JUDICIAL CIRCUIT
CASE NO.: 2011-CP-40-6317 & 6318
Appellate Case 2018-000251

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

Plaintiff's Attorney:	Defendant's Attorney: Rhonda Meisner
_____, Bar No. _____	_____, Bar No. _____
Address:	Address: PO Box 689 Blythewood, SC 29016
Phone: _____ Fax _____	Phone: _____ Fax _____
E-mail: _____ Other: _____	E-mail: _____ Other: (803) 206-3402 pegasus333@icloud.com

☒ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: _____
Estimated Time Needed: 30 minutes Court Reporter Needed: ☒ YES/☐ NO

2018 MAY 14 PM 3:05
JEANETTE W. McBRIDE C.C.P. & G.S.
RICHLAND COUNTY FILED

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Rhonda A Meisner
Signature of ~~Attorney for~~ ☐ Plaintiff / ☒ Defendant

5/14/2018
Date submitted

SECTION III: Motion Fee

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

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other: _____

JUDGE CODE _____
Date: _____

CLERK'S VERIFICATION

mcts ✓ 5/14/18
Collected by: _____ Date Filed: _____
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	IN THE COURT OF COMMON PLEAS DOCKET NO. 2011-CP-40-06318 AND 2011-CP-06317
SOUTH STATE BANK Plaintiff, v. Sand Dollar 31, LLC and Rhonda Lewis Meisner Defendants	MOTION TO ALTER AND AMEND PURSUANT TO S.C.R.C P. RULE 59(e) APPELLATE CASE No. 2018-002

2018 MAY 14 PM 3:05
JEANETTE W. McBRIDE
C.C.P. & G.S.
RICHLAND COUNTY
FILED

The Defendant Rhonda Lewis Meisner. Pursuant to S. C .R. Civ. P. Rule 59(e) respectfully submits this motion to alter and amend the ORDER LIFTING AUTOMATIC STAY of the Honorable Joseph Strickland, Master in Equity judge filed on April 30, 2018 in the electronic records of the Court. This motion is made within 10 days of receipt of the written and clocked Order. The plaintiff received notice of the written Order on May 5, 2018. The plaintiff has timely filed this motion within 10 days of the receipt of the signed and clocked ORDER.

Rhonda Meisner requests the Court to reconsider its ruling in the above entitled case pursuant to S.C.R.C.P. Rule 59 (e) based on (1) the request by the plaintiff to lift the automatic stay and file not only a letter but the attached 2012

limited appraisal is not ministerial in nature (2) a lifting of the automatic stay to file evidence not previously filed by the plaintiff cannot function to ignore or override the rules of evidence as neither the letter nor the appraisal nor the additional judgment which was not previously entered has been entered into evidence or the judgment roles by the plaintiff (in 2012 or 2017) prior to filing the notice of appeal (3) the plaintiff originally sought the assistance of Mr. Garvin in 2012 based on the Court's Order to complete the appraisal process (which is supported by the 2012 date on the appraisal); however, instead of entering the appraisal and valuation into evidence, the plaintiff sought to overturn the sale of the two properties and argued in 2012 the value of the properties should be assigned the amount of the mortgage.

Both the defendants, Sand Dollar 31, LLC and Rhonda Meisner, via the attorney of record, Glenn Bowens, accepted the BANK'S valuation of the properties as the amount of the mortgage by agreeing in Court documents that the amount of the mortgage was a fair value of the property.

Here, the plaintiff Bank asks the Court to assist it by re-writing the record and evidence by adding into the record, the limited appraisal which was never added in 2012 and by adding a 2017 letter by Mr. Garvin. In addition to not being eligible to appraise the properties pursuant to the appraisal statutes in 2012, Mr.

Garvin did not get Angela Buckley's 2017 consent for the contents of the letter as required by this Court.

Not only did the defendants, via their attorney, Glenn Bowens object to Mr. Garvin in 2012, because he already worked for the Bank on the commercial side of the business, but Rhonda Meisner, in the hearing to apply the appraised values, again objected to Mr. Garvin because he worked for the Bank on the commercial side of the business.

Even though the plaintiff misstated the statutory requirements of the appointed appraisers, the objection was made and whether the bank complied with the statute in appointing Mr. Garvin is a matter of statutory interpretation because the statute plainly states the appraiser cannot:

> SECTION 29-3-700 Order for appraisal.
>
> Upon the filing of such petition...be appraised at its true value...who shall not be parties to the action or connected in business with or related by blood or marriage within the sixth degree to any such party.

As such, Mr. Garvin was not authorized in 2012 for the limited appraisal and therefore, his letter referencing the appraisal is as previously argued, defective. For, the above reasons, entry of the letter and the limited appraisal is highly prejudicial to the defendant, Rhonda Meisner, as the agreed upon value of the properties has already been determined, but not applied.

The federal courts accept three reasons for modifying or altering a judgment which South Carolina also embraces. (1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at trial; or (3) to correct a clear error of law or prevent manifest injustice." *Pacific Ins. Co. v. Am. Nat'l Fire Ins. Co.*, 148 F.3d, 396 403 (4th Cir. 1998), cert. denied, 525 U.S. 1104 (1999); see *Zinkand v. Brown*, 478 F.3d 634, 637 (4th Cir. 2007).

"The purpose of Rule 59(e), S .C. R. Civ. P., to alter or amend the judgment [,] is to request the trial judge to 'reconsider matters properly encompassed in a decision on the merits.'" *Arnold v. State*, 309 S.C. 157, 172, 420 S.E.2d 834, 842 (1992) (quoting *Budinich v. Becton Dickinson and Co.*, 486 U.S. 196, 200 (1988))

Here, there are several findings of fact and conclusions of law that the plaintiff put forth and the Court adopted in its Order which are unsupported by evidence or the record. The Court found in (1) the ORDER denying the motion to alter and amend and Entering deficiency judgments filed in this action on December 28, 2017, that the Court had already ordered the filing of the opinion letter by the plaintiff; however, this ORDER was filed several months after the hearing and because of a motion to reconsider. As such, the subsequent "Order to file the letter and the 2012 limited appraisal was made because of a motion to alter and amend which is untimely. It is axiomatic that evidence not introduced during the regular hearing cannot be introduced months after the motion to alter and

amend was heard. The motion to alter and amend was heard in July of 2017 and the resulting order was a result of the Court's request for proposed Orders. As such, entry of evidence after the hearing on the evidence is too late to be rescued by an Order of the Court to enter the letter into evidence.

First, The Court found that the Order of the Court after the Rule 59 (e) hearing that the letter and the appraisal should be entered into the Court record; however, South Carolina does not allow argument not previously raised to be raised for the first time in a Rule 59 (e) motion; therefore, the rules do not contemplate introducing evidence not previously entered into evidence five years after the fact. Second, not only did the plaintiff not submit the 2012 limited appraisal into evidence, they also did not submit the letter referencing the appraisal in the 2017 hearing. In 2012, the defendants, Sand Dollar 31, LLC and Rhonda Meisner properly filed a S. C. R. Civ. P. § 29-3-740; however, the plaintiffs did not file a return or designate their appraiser with the Court.

While the plaintiff may have elected the appraiser outside of the Court filings, the record is clear, the plaintiff failed to submit a return to the defendant's properly filed appointment of appraiser, Angela Buckley or enter the appraisal into evidence that was completed after the Court's Order in 2012. As the appraisal indicates, the appraisal was completed in 2012 but was not entered into evidence or the record of the court.

The plaintiff argued in Court for the first time that the appraisal was done pursuant to USPAP guidelines and did not submit the guidelines for the Court or the defendants to review. [1]He also did not inform the Court that the appraisal opinion expired in 2012 and because it was not entered into evidence cannot be referenced for valuation properties. A further review of the 2012 USPAP guidelines indicates the previously completed but not submitted appraisals by both appraisers have expired and cannot be used pursuant to the very guidelines they referenced. The valuation opinion of the plaintiff that "a fair gauge of the value of the property is the amount of the mortgage" was entered into the record and accepted on the record by both defendants.

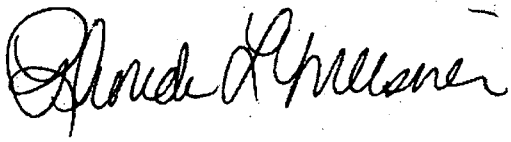
Second, the voided court stamped Order cannot be replaced by the Court sua sponte or ex-parte because the plaintiffs are responsible for prosecuting their own case. One of the judgments was not entered; however, the Court cannot simply void the entry, enter the judgment that was omitted and back date the Order. This is prejudicial and unfair.

For the above reasons and all references to the record the defendant, Rhonda Meisner respectfully request the Master in Equity amend the ruling and remove the

[1] The plaintiff did not offer into evidence or serve on the other parties, the appraisal or report so that the Court could evaluate the report or review the USPAP standards and guidelines as argued by the plaintiff. Importantly, the plaintiff argued the report would have been served on Glenn Bowens, the attorney representing the parties at the time. However, Mr. Bowens could not remember whether he received the report or not, but the record is clear that the report or appraisal was not served on the Court or entered into evidence subsequent to trial, before the motion to vacate the sale, at the final hearing or at any time after the hearing.

letter and 2012 expired limited appraisal from the Court's record as prejudicial and not properly admitted evidence.

Respectfully Submitted,



Rhonda Lewis Meisner
Post Office Box 689
Blythewood, SC 29016
pegasus333@icloud.com
(803) 206-3402

May 14, 2018
~~August 8, 2017~~

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

S.C.B.T., N.A.

Plaintiff,

v.

Sand Dollar 31, LLC and Rhonda Meisner

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

DOCKET NO. 2011-CP-40-6317 and 6318

CERTIFICATE OF SERVICE
Rule 59-e motion to reconsider lifting automatic stay

APPELLATE CASE NO. 2018-0002

2018 MAY 14 PM 3:08
JEANETTE W. McBRIDE
C.C.P. & G.S.
RICHLAND COUNTY
FILED

The Defendant Rhonda Meisner hereby certifies that she has emailed a copy to the attorneys of record and they were notified via the electronic records filing and mailed a copy of her MOTION to reconsider the ORDER TO LIFT THE AUTOMATIC STAY
And this certificate of service to the circuit court and South Carolina Court of Appeals by depositing into the U.S. Mail postage prepaid and to the attorneys of record in this case
TO: Sean Foerster, Rogers, Townsend and Thomas, PC 1221 main street 14th floor Columbia, SC 29201; Glenn Bowens Bowens law sc po box 424 Winnsboro SC 29180

Rhonda R Meisner

Rhonda Lewis Meisner
Post Office Box 689
Blythewood, SC 29016
pegasus333@icloud.com
(803)206-3402

May 14, 2018

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND SCBT, N.A., Plaintiff, v. Sand Dollar 31, LLC; Rhonda Meisner; Defendant(s).	IN THE COURT OF COMMON PLEAS DOCKET NO. 11-CP-40-6318 FIRST AMENDED COMPLAINT (NON-JURY) FORECLOSURE OF COMMERCIAL REAL ESTATE MORTGAGE Deficiency Judgment Demanded

(016555-00039)

JEANETTE W. WAGNER
C.C.P. & G.S.
2011 SEP 27 PM 8:35
RICHLAND COUNTY
FILED

Plaintiff alleges:

1. This is an action for the foreclosure of a commercial mortgage upon certain real estate in Richland County, South Carolina, and for entry of judgment(s) for breach of a promissory note and breach of a guaranty payment.

2. Pursuant to S.C. Code Section 33-15-101, Plaintiff is a corporation or other legal entity doing business in the State of South Carolina.

3. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.

4. This action involves the foreclosure of a commercial loan secured by a non-owner-occupied dwelling and is not subject to the Home Affordable Modification Program ("HMP") for residential loans owned, securitized, or guaranteed by the Federal National Mortgage Association ("Fannie Mae") or the Federal Home Loan Mortgage Corporation ("FHLMC") or any other section if the Making Home Affordable Program.

5. Some lien on or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.

6. The Defendant(s) herein described as judgment creditors, if any, have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of South Carolina Code Section 15-35-840.

7. Heretofore, for value received, on or about July 24, 2006, Sand Dollar 31, LLC made, executed and delivered a certain promissory note ("Original Note") in the principal sum of $36,000.00, together with interest therein from that date at the rate specified in the promissory note. The Original Note is referred to herein collectively as the "Note". A copy of the Note, including all amendments thereto, is attached hereto, incorporated by reference, and marked as **Exhibit "A".**

8. In order to secure the payment of the Note according to the terms and conditions thereof, Sand Dollar 31, LLC made, executed and delivered unto South Carolina Bank and Trust, N.A. a certain real estate mortgage ("Mortgage") covering the following described property and any and all improvements to the property:

All that piece, parcel or tract of land, containing .22 acres, more or less, situate, lying and being on the Southwestern side of U.S. Highway No 321, about twelve miles North of the City of Columbia, in the County of Richland, State of South Carolina, being a part of the property shown and delineated on a plat prepared for Joseph C. Byrd, Jr. and Doris V. Byrd by R.E Collingwood, Jr., dated January 1, 1964 and recorded in the office of the Register of Deeds for Richland County in Plat Book "U" at page 90 and being more fully described on a plat prepared for Charles L. Duffie by Robert E. Collingwood, Jr. dated August 15, 1968 recorded December 2, 1968 in Plat Book 34 at Page 3, Office of the Register of Deeds for Richland County and according to said latter survey of the property having the following measurements and boundaries, to wit: On the North-east by U.S. Highway 321, and fronting thereon Eighty-five (85')...feet, then at right angles turning and running in a Southernly direction for One Hundred Fifty (154') feet to U.S. Highway 321.

All that piece, parcel or lot of land, containing .051 acres, more or less, situate, lying and being on the Southwestern side of U.S. Highway No. 321, about twelve miles North of the City of Columbia, in the County of Richland, State of South Carolina, being the identical property shown and delineated on a plat prepared for Charles L. Duffie by Henry 2. Duffie, Jr., Registered Land Surveyor dated the 9th day of April 1976, the said property being bounded on the Northeast by U.S Highway No. 321, and fronting thereon fifteen (15') feet; then turning at right angles and running in a southerly direction for One hundred forty-eight and five-tenths (148.5') feet; then turning at a right angels and running in an easterly direction for fifteen (15') feet; then turning and running at right angles in a northeasterly direction for a distance of one hundred fifty (150') feet to the point of commencement.

This is the property conveyed to Sand Dollar 31, LLC by deed of Charles L. Duffie dated March 1, 2006, recorded March 3, 2006 in Record Book 1157 at page 3375.

TMS: 10100-01-012

9. The Mortgage was signed, witnessed and probated July 24, 2006; thereafter, the Mortgage was recorded in the Office of the RMC/ROD for Richland County on August 4, 2006, in Mortgage Book 1214 at Page 2023. A copy of the Mortgage is attached hereto, incorporated by reference herein and marked as **Exhibit "B".**

10. The Mortgage evidences and secures the repayment of money advanced by Plaintiff or its predecessor in interest to, or on behalf of, the mortgagor(s) and constitutes a first lien on the

mortgaged premises.

11. In order to better secure payment and performance of the said Note and Mortgage, and also as a condition of Plaintiff, or Plaintiff's predecessor in interest, agreeing to extend the loan to the Borrower, Defendant Rhonda Meisner executed and delivered a Guaranty in favor of Plaintiff, or Plaintiff's predecessor in interest, its successors and assigns, dated July 24, 2006, absolutely and unconditionally guaranteeing the payment of the entire indebtedness under the terms of the Note (the "Guaranty"). A copy of the Guaranty is attached hereto, incorporated by reference herein and marked as **Exhibit "C".**

12. The Note, Mortgage and Guaranty are collectively referred to herein as the "Loan Documents".

13. After all payments received by the Plaintiff have been credited to the subject loan, the loan is in default, and the conditions of the Loan Documents have been broken. Plaintiff elects to and does declare the entire balance of said indebtedness due and payable, and that there is due the principal sum of $32,047.04, with interest, advances, late charges, and also for the costs and disbursements of this action, including attorney's fees.

FOR A FIRST CAUSE OF ACTION
(Reformation of the Deed)

14. Plaintiff hereby reiterates all of the foregoing allegations fully as if set forth verbatim, and which are incorporated herein by reference.

15. Heretofore, on or about July 24, 2006, Sand Dollar 31, LLC, made, executed and delivered a certain Balloon Note ("Note") in the principal sum of $36,000.00, payable in monthly installments of principal and interest.

16. In order to secure the payment of the Note according to the terms and conditions thereof, Sand Dollar 31, LLC made, executed and delivered unto South Carolina Bank and Trust, N.A. a certain real estate Mortgage covering the previously described property and any and all improvements to the property.

17. The Mortgage was signed, witnessed and probated July 24, 2006; thereafter, the Mortgage was recorded in the Office of the RMC/ROD for Richland County on August 4, 2006, in Mortgage Book 1214 at Page 2023.

18. The Borrower acquired the property securing the aforementioned mortgage by deed dated March 1, 2006 and recorded in Record Book 1157 at Page 3375, in the Office of the Register of Deeds for Richland County, South Carolina.

19. The grantee name as shown on said deed is defective.

20. Through inadvertence or mistake, a space in between "Sand" and "Dollar" in the intended grantee name of "Sand Dollar 31, LLC" was omitted from the recorded Deed. Upon review of the recorded documents related to the subject property and the records of the South Carolina Secretary of State, Plaintiff is informed and believes that the grantee name should read as follows: Sand Dollar 31, LLC.

21. Plaintiff is informed and believes that it is entitled to reformation of the Deed to correct the Grantee's name on the Deed to read as described in Paragraph 20 above.

FOR A SECOND CAUSE OF ACTION
(Against Defendant Sand Dollar 31, LLC)
(Foreclosure of Mortgage and Deficiency Judgment)

22. Plaintiff hereby reiterates all of the foregoing allegations fully as if set forth verbatim, and which are incorporated herein by reference.

23. That according to the terms and conditions of the Note, it is provided that, in the event of default in the payment of any installment when due, or in the event of default under the Mortgage, the unpaid principal balance of the Note, all unpaid accrued interest and all other indebtedness or charges secured or to be secured by the Mortgage, may be declared by the holder immediately due and payable.

24. Pursuant to the Loan Documents, the unpaid principal balance of the Note, all unpaid accrued interest and all other indebtedness or charges secured or to be secured by the Mortgage, has been declared by the Plaintiff immediately due and payable.

25. Plaintiff has made demand upon Borrower for immediate payment in full of the total amount then due and owing on the Note, in response to which Borrower failed to provide payment in full.

26. The Mortgage provides that if Plaintiff institutes any suit or action to enforce any of the terms of the Mortgage, Plaintiff shall be entitled to recover all costs and expenses incurred by Plaintiff, including but not limited to attorney's fees, court costs and other legal expenses.

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

28. Pursuant to the terms of the Mortgage and applicable state law, Plaintiff requests the mortgage be foreclosed and that the property be sold at public auction in accordance with law, subject to any liens for taxes, special assessments of record against such property, and existing easements or restrictions of record.

29. Plaintiff has the right to seek a deficiency judgment against the Borrower, Defendant

Sand Dollar 31, LLC. That in the event that the net amount realized by the Plaintiff upon the sale of the subject property is insufficient to pay in full the total indebtedness of the Plaintiff, including costs of collection, the Plaintiff demands a personal judgment against said Defendant in the amount of such deficiency.

FOR A THIRD CAUSE OF ACTION
(Against Defendant Sand Dollar 31, LLC)
(Breach of Contract)

30. Plaintiff hereby reiterates all of the foregoing allegations fully as if set forth verbatim, and which are incorporated herein by reference.

31. Plaintiff made demand upon Borrower for immediate payment in full of the total amount then due and owing on the Note, in response to which Borrower failed to provide payment in full.

32. It has become and is necessary for the Plaintiff to employ legal counsel to prosecute this action, and that the fee for the services of the Plaintiff's counsel should, according to the terms of the Note, be added to the amount of the debt.

33. There is currently due and owing on the Note the principal sum of $32,047.04, with interest from and after the date of default, at the rate or rates, as provided in the Note, as well as all accrued and unpaid interest, all costs of collection, including, but not limited to, reasonable attorneys' fees and court costs; and Plaintiff is entitled to judgment against Borrower in that amount.

FOR A FOURTH CAUSE OF ACTION
(Against Defendant Rhonda Meisner)
(Breach of Personal Guaranty)

34. Plaintiff hereby reiterates all of the foregoing allegations fully as if set forth verbatim, and which are incorporated herein by reference.

35. According to the terms of the Guaranty, Defendant **Rhonda Meisner** irrevocably, absolutely and unconditionally guaranteed to Plaintiff the full payment and prompt performance of each and every obligation of the Borrower, and agreed to pay upon demand all of the principal amount of the Note, interest thereon and all collection costs, expenses, and reasonable attorney's fees.

36. Guarantor agreed that the Guaranty would continue in full force until all indebtedness of the Borrower under the terms of the Loan Documents shall have been fully and finally paid and satisfied, and all of Guarantor's obligations under the Guaranty had been performed in full.

37. Pursuant to the terms of the Guaranty, Plaintiff is not required to resort for payment, or to proceed directly against any person or entity, including Borrower.

38. Plaintiff has made demand upon Guarantor for immediate payment in full of the total amount then due and owing on the Note, in response to which Guarantor failed to provide payment in full.

39. There is currently due and owing on the Note the principal sum of $32,047.04 with interest from and after the date of default, at the rate or rates, as provided in the Note, as well as all accrued and unpaid interest, all costs of collection, including, but not limited to, reasonable attorney's fees and court costs; and Plaintiff is entitled to judgment against Guarantor in that amount.

FOR A FIFTH CAUSE OF ACTION
(Declaratory Judgment that Mobile/Manufactured Home is Subject to the Lien of Plaintiff's Mortgage)

40. The Plaintiff hereby reiterates all of the foregoing allegations fully as if set forth verbatim, and which are incorporated herein by reference.

41. Heretofore, on or about July 24, 2006, Sand Dollar 31, LLC made, executed and delivered a certain Note ("Note") in the principal sum of $36,000.00, payable in monthly installments of principal and interest.

42. In order to secure the payment of the Note according to the terms and conditions thereof, Sand Dollar 31, LLC made, executed and delivered unto South Carolina Bank and Trust, N.A. a certain real estate mortgage ("Mortgage") covering the previously described property and any and all improvements to the property, including but not limited to a mobile/manufactured home: 2 bedroom, one bath, bricked-in 1969 Mobile Home.

43. The Mortgage was signed, witnessed and probated July 24, 2006; thereafter, the Mortgage was recorded in the Office of the RMC/ROD for Richland County on August 4, 2006, in Mortgage Book 1214 at Page 2023.

44. Upon information and belief, there sits upon the realty which is described above a mobile/manufactured home described as a 2 bedroom, one bath, bricked-in 1969 Mobile Home.

45. Upon information and belief, when Sand Dollar 31, LLC applied for a mortgage loan from Plaintiff or Plaintiff's predecessor-in-interest South Carolina Bank and Trust, N.A., Sand Dollar 31, LLC represented that (s)he /it owned or was purchasing all the property which is the subject of this litigation and that (s)he/it was willing to execute a mortgage upon the entire property, that is the realty described herein and all improvements thereon, that is the mobile/manufactured home to secure the mortgage loan.

46. In reliance upon the representations of Sand Dollar 31, LLC, the property, including the mobile/manufactured home, was appraised and, in reliance upon the appraised value of the entire property, a mortgage loan was extended to Sand Dollar 31, LLC with the intent that the loan would be

secured by a mortgage loan upon the realty described herein and all improvements thereon, including the mobile/manufactured home.

47. That, to evidence the parties' intention that the loan would be secured by all of the property of Sand Dollar 31, LLC located at 8391 Winnsboro Road, Blythewood, SC 29016 including the mobile/manufactured home, on or about July 24, 2006, the Defendant Sand Dollar 31, LLC executed a mortgage, in which (s)he/it mortgaged to South Carolina Bank and Trust, N.A. the realty which is described herein, and which includes any improvements located thereon.

48. The relationship between Sand Dollar 31, LLC and South Carolina Bank and Trust, N.A., Borrower and Lender, respectively, is such that a reasonable person would expect South Carolina Bank and Trust, N.A. to require that its loan be secured by a mortgage upon all of Sand Dollar 31, LLC property, including the mobile/manufactured home, and that a reasonable person would expect Sand Dollar 31, LLC to mortgage all of the property, including the mobile/manufactured home, in exchange for receiving the mortgage loan.

49. Because Sand Dollar 31, LLC and South Carolina Bank and Trust, N.A., in furtherance of their relationship as Borrower and Lender, respectively, intended for the mobile/manufactured home to secure the mortgage loan to Sand Dollar 31, LLC, the Plaintiff is informed and believes that, pursuant to S.C. Code Ann. § 15-53-20, et seq., it is entitled to a declaratory judgment that the mobile/manufactured home is an improvement to the property which is the subject of this action and that it is subject to the lien of the Plaintiff's mortgage.

50. Because Sand Dollar 31, LLC and South Carolina Bank and Trust, N.A., in furtherance of their relationship as Borrower and Lender, respectively, intended for the mobile/manufactured home to be an improvement permanently affixed to the property which is the subject of this action and that it is subject to the lien of the Plaintiff's mortgage, the Plaintiff is informed and believes that it is entitled to an order requiring the South Carolina Department of Motor Vehicles to issue a title for said mobile/manufactured home to be retired, pursuant to S.C. Code Ann. §15-19-500, et seq.

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

(1) Under the direction of this Court, ascertain and determine the amount due upon the Note and Mortgage held by Plaintiff together with attorney's fees and costs of this action.

(2) Declare Plaintiff's Mortgage a first lien and render judgment of foreclosure for the amount so found to be due and owing thereon, together with any ad valorem taxes, or insurance premiums, and any other expenses which may be due and have been advanced by Plaintiff, with

reasonable attorney's fees, and for the costs of this action.

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

(4) Appoint a Receiver to collect the rents, issues, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.

(5) Under the direction of this Court, sell the mortgaged premises, bar any equity of redemption, and apply the proceeds of sale as follows:

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

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

Third, to the distribution of any surplus pursuant to Rule 71, of the South Carolina Rules of Civil Procedure;

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

(7) On the First Cause of Action, for an order granting Plaintiff reformation of the Deed to correct the grantee name as set forth herein; and

(8) On the Second Cause of Action, for an order granting the Plaintiff a deficiency judgment against Defendant Sand Dollar 31, LLC, in the event that the proceeds of the sale of the mortgaged property are insufficient to pay in full the indebtedness, including costs of collection;

(9) On the Third Cause of Action a judgment against Borrower in the amount set forth above;

(10) On the Fourth Cause of Action, for an order granting Plaintiff a judgment against Guarantors in the amount set forth above, less any sums which Plaintiff may recover from Borrower on the Note;

(11) On the Fifth Cause of Action for an order granting Plaintiff a declaratory judgment that Mobile/Manufactured Home is Subject to the Lien of Plaintiff's Mortgage and for an order demanding the South Carolina Department of Motor Vehicles to issue a title to said Mobile/Manufactured Home for it to be retired; and

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

Rogers Townsend & Thomas, PC
ATTORNEY FOR PLAINTIFF
Teri K. Stomski (SC Bar # 65250)
220 Executive Center Drive
Columbia, SC 29210
Post Office Box 100200 (29202)
(803) 771-7900

Columbia, South Carolina
September 27, 2011

EXHIBIT "A"

SAND DOLLAR 31, LLC 1 CHESTER ROAD BLYTHEWOOD, SC 29016 BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.	SOUTH CAROLINA BANK AND TRUST, NA 950 JOHN C CALHOUN DRIVE PO BOX 8007 ORANGEBURG, SC 29115 LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	RESP CODE 526 Loan Number [redacted] Date 07-24-2006 Maturity Date 07-25-2011 Loan Amount $ 36,000.00 Renewal Of

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of THIRTY SIX THOUSAND AND NO/100 Dollars $ 36,000.00

☒ Single Advance: I will receive all of this principal sum on 07-24-2006. No additional advances are contemplated under this note.

☐ Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of $_____ and future principal advances are contemplated.

Conditions: The conditions for future advances are _____

☐ Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on _____.

☐ Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from 07-24-2006 at the rate of 8.500% per year until 07-25-2011.

☐ Variable Rate: This rate may then change as stated below.

☐ Index Rate: The future rate will be _____ the following index rate: _____

☐ No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ Frequency and Timing: The rate on this note may change as often as _____. A change in the interest rate will take effect _____.

☐ Limitations: During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ %. The rate may not change more than _____ % each _____.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

☐ _____.

ACCRUAL METHOD: Interest will be calculated on a ACTUAL/360 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to _____.

☒ LATE CHARGE: If a payment is not made within 10 days after it is due, I agree to pay a late charge of 5.000% OF THE LATE AMOUNT WITH A MIN OF $25.00.

☐ ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which ☐ are ☐ are not included in the principal amount above: _____.

PAYMENTS: I agree to pay this note as follows:

59 MONTHLY PAYMENTS OF $315.38 BEGINNING 08-25-2006 AND 1 BALLOON PAYMENT OF $32,098.90 ON 07-25-2011.

ADDITIONAL TERMS:

☒ SECURITY: This note is separately secured by (describe separate document by type and date): REAL ESTATE MORTGAGE DATED 07-24-2006

[This section is for your internal use. Failure to list a separate security document does not mean the document will not secure this note.]

PURPOSE: The purpose of this loan is REFINANCE REAL ESTATE.

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

SAND DOLLAR 31, LLC

RHONDA MEISNER, MEMBER

Signature for Lender

VE WILSON, PRIVATE BANKER

SOUTH CAROLINA - UNIVERSAL NOTE

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DEFINITIONS: As used on page 1, "Q" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW: The law of the state of South Carolina will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

COMMISSIONS OR OTHER REMUNERATION: I understand and agree that any insurance premiums paid to insurance companies as part of this note will involve money retained by you or paid back to you as commissions or other remuneration.

In addition, I understand and agree that some other payments to third parties as part of this note may also involve money retained by you or paid back to you as commissions or other remuneration.

PAYMENTS: Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST: Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE: The Index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

ACCRUAL METHOD: The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, this accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST MATURITY RATE: For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS: If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

MULTIPLE ADVANCE LOANS: If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

SET-OFF: I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

(1) any deposit account balance I have with you;

(2) any money owed to me on an item presented to you or in your possession for collection or exchange; and

(3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

REAL ESTATE OR RESIDENCE SECURITY: If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

DEFAULT: I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES: If I am in default on this note you have, but are not limited to, the following remedies:

(1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges).

(2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein.

(3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.

(4) You may refuse to make advances to me or allow purchases on credit by me.

(5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES: I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER: I give up my rights to require you to do certain things. I will not require you to:

(1) demand payment of amounts due (presentment);

(2) obtain official certification of nonpayment (protest); or

(3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

OBLIGATIONS INDEPENDENT: I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

FINANCIAL INFORMATION: I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

NOTICE: Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION: If this loan is for a business purpose I agree to waive the right to five days' notice and a pre-seizure hearing prior to seizure of any personal property which may secure this loan.

DATE OF TRANSACTION	PRINCIPAL ADVANCE	BORROWER'S INITIALS (not required)	PRINCIPAL PAYMENTS	PRINCIPAL BALANCE	INTEREST RATE	INTEREST PAYMENTS	INTEREST PAID THROUGH:
					%		
					%		
					%		
					%		
					%		
					%		
					%		
					%		
					%		
					%		
					%		
					%		

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EXHIBIT "B"

Instrument: 2006069846 Book/Page: R 1214 : 2023 Date/Time: 08/04/2006 13:56:31:300 Document: 06

Book 1214-2023
2006069846 08/04/2006 13:56:31:300 Mortgage
Fee:$15.00 County Tax:$0.00 State Tax:$0.00

2006069846 John O. Norris Richland County ROD

This document was prepared by (name, address, phone):
SOUTH CAROLINA BANK AND TRUST, N.A.
950 JOHN C. CALHOUN DRIVE
ORANGEBURG, SC 29115
(803) 534-2175

State of South Carolina — Space Above This Line For Recording Data

REAL ESTATE MORTGAGE
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is 07-24-2006 and the parties and their addresses are as follows:

MORTGAGOR: SAND DOLLAR 31, LLC
1 CHESTER ROAD
BLYTHEWOOD, SC 29016

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors.

LENDER: SOUTH CAROLINA BANK AND TRUST, NA
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
950 JOHN C CALHOUN DRIVE
PO BOX 9807 ORANGEBURG, SC 29116

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:
SEE ADDENDUM ATTACHED

The property is located in ~~SPARTANBURG~~ RICHLAND (County) at 8391 WINNSBORO HIGHWAY (Address), BLYTHEWOOD (City), South Carolina 29016 (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

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Richland County Register of Deeds

Richard W. Rodden

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed $ 72,000.00 . This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Interest under the Note will be deferred, accrued or capitalized; however, Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.

4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:
   A. The promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt) *(e.g., borrower's name, note amount, interest rate, maturity date)*:

      NOTE DATED 07-24-2006 IN THE AMOUNT OF $36,000.00 IN THE NAME OF SAND DOLLAR 31, LLC

   B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt.
   C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
   D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
   E. Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt.

   If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Mortgage or if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage.

6. **WARRANTY OF TITLE.** Mortgagor covenants that Mortgagor is lawfully seized of the estate conveyed by this Mortgage and has the right to grant, bargain, convey, sell, and mortgage the Property and warrants that the Property is unencumbered, except for encumbrances of record.

7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Mortgage. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the Property.

8. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Mortgage, Mortgagor agrees:
   A. To make all payments when due and to perform or comply with all covenants.
   B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
   C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Mortgagor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest in all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Mortgage is released.

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10. **TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if (1) a beneficial interest in Mortgagor is sold or transferred; (2) there is a change in either the identity or number of members of a partnership or similar entity; or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity. However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Mortgage.

11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall be continuing as long as the Secured Debt remains outstanding:
    A. Mortgagor is an entity which is duly organized and validly existing in the Mortgagor's state of incorporation (or organization). Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
    B. The execution, delivery and performance of this Mortgage by Mortgagor and the obligation evidenced by the Evidence of Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
    C. Other than disclosed in writing Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

12. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will give Lender prompt notice of any loss or damage to the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property. Mortgagor will comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. Mortgagor also agrees that the nature of the occupancy and use will not change without Lender's prior written consent.

    No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Mortgage. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

13. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any of Mortgagor's duties under this Mortgage, or any other mortgage, deed of trust, security agreement or other lien document that has priority over this Mortgage, Lender may, without notice, perform the duties or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the Property. This may include completing the construction.

    Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Mortgage. Any amounts paid by Lender for insuring, preserving or otherwise protecting the Property and Lender's security interest will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time according to the terms of the Evidence of Debt.

14. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property).
    A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).
    B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

    In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

    Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive

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any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment.

As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

15. **CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

16. **DEFAULT.** Mortgagor will be in default if any of the following occur:
   A. Any party obligated on the Secured Debt fails to make payment when due;
   B. A breach of any term or covenant in this Mortgage, any prior mortgage or any construction loan agreement, security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt;
   C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
   D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any person or entity obligated on the Secured Debt;
   E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
   F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
   G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

17. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to those limitations, if any, Lender may accelerate the Secured Debt and foreclose this Mortgage in a manner provided by law if this Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the Evidence of Debt, other evidences of debt, this Mortgage and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Mortgage. Mortgagor will also pay on demand all of Lender's expenses incurred in collecting, insuring, preserving or protecting the Property or in any inventories, audits, inspections or other examination by Lender in respect to the Property. Mortgagor agrees to pay all costs and expenses incurred by Lender in enforcing or protecting Lender's rights and remedies under this Mortgage, including, but not limited to, attorneys' fees, court costs, and other legal expenses. Once the Secured Debt is fully and finally paid, Lender agrees to release this Mortgage and Mortgagor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, as provided in the Evidence of Debt and as permitted by law.

19. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has

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characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Mortgagor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing:

A. No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

D. Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.

F. There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Mortgage and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Mortgage without prejudice to any of Lender's rights under this Mortgage.

L. Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Mortgage regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

20. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any action, real or threatened, by private or public entities to purchase or take any or all of the Property, including any easements, through condemnation, eminent domain, or any other means. Mortgagor further agrees to notify Lender of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part of it. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Mortgage. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

21. **INSURANCE.** Mortgagor agrees to maintain insurance as follows:

A. Mortgagor shall keep the Property insured against loss by fire, theft and other hazards and risks reasonably associated with the Property due to its type and location. Other hazards and risks may include, for example, coverage against loss due to floods or flooding. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding three sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Mortgage.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "lender loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

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Unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay the Secured Debt whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.

C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

22. **NO ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

23. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem necessary. Mortgagor warrants that all financial statements and information Mortgagor provides to Lender are, or will be, accurate, correct, and complete. Mortgagor agrees to sign, deliver, and file as Lender may reasonably request any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Mortgage and Lender's lien status on the Property. If Mortgagor fails to do so, Lender may sign, deliver, and file such documents or certificates in Mortgagor's name and Mortgagor hereby irrevocably appoints Lender or Lender's agent as attorney in fact to do the things necessary to comply with this section.

24. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Mortgage are joint and individual. If Mortgagor signs this Mortgage but does not sign the Evidence of Debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. Mortgagor agrees that Lender and any party to this Mortgage may extend, modify or make any change in the terms of this Mortgage or the Evidence of Debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Mortgage. The duties and benefits of this Mortgage shall bind and benefit the successors and assigns of Mortgagor and Lender.

If this Mortgage secures a guaranty between Lender and Mortgagor and does not directly secure the obligation which is guaranteed, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation including, but not limited to, anti-deficiency or one-action laws.

25. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Mortgage is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Mortgage is complete and fully integrated. This Mortgage may not be amended or modified by oral agreement. Any section or clause in this Mortgage, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section or clause of this Mortgage cannot be enforced according to its terms, that section or clause will be severed and will not affect the enforceability of the remainder of this Mortgage. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage. Time is of the essence in this Mortgage.

26. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Mortgage, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

27. **WAIVER OF HOMESTEAD.** Except to the extent prohibited by law, Mortgagor waives all homestead exemption rights relating to the Property.

28. **U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Mortgage:

- ☐ **Construction Loan.** This Mortgage secures an obligation incurred for the construction of an improvement on the Property.
- ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.
- ☐ **Crops; Timber; Minerals; Rents, Issues and Profits.** Mortgagor grants to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment In Kind (PIK) payments and similar governmental programs all of which shall also be included in the term "Property".

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☐ Personal Property. Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

☐ Filing As Financing Statement. Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Mortgage is sufficient as a financing statement.

29. OTHER TERMS. If checked, the following are applicable to this Mortgage:

☐ Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.

☒ 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 thirty 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. 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.

☐ Separate Assignment. The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.

☐ Additional Terms.

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SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1.

☐ Actual authority was granted to the parties signing below by resolution signed and dated _____.

Entity Name: SAND DOLLAR 31, LLC

_____ (Seal)
(Signature) RHONDA MEISNER, MEMBER (Date)

_____ (Seal)
(Signature) (Date)

Signed, Sealed and delivered in the presence of:

_____
(Witness)

_____
(Witness)

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors, signatures and acknowledgments.

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PROBATE:

STATE OF SOUTH CAROLINA, COUNTY OF RICHLAND } ss.

Personally appeared before me the undersigned witness who, being duly sworn, deposed and said that (s)he saw the Mortgagor (and each Mortgagor if more than one) sign, seal and deliver the foregoing Mortgage and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Sworn to and subscribed before me this 24TH day

of JULY, 2006

Notary Public for South Carolina

My commission expires: 4/30/07

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Exhibit A

All that piece, parcel or tract of land, containing .22 acres, more or less, situate, lying and being on the Southwestern side of U.S Highway No 321, about twelve miles North of the City of Columbia, in the County of Richland, State of South Carolina, being a part of the property shown and delineated on a plat prepared for Joseph C. Byrd, Jr. and Doris V. Byrd by R.E Collingwood, Jr., dated January 1, 1964 and recorded in the office of the Register of Deeds for Richland County in Plat Book "U" at page 90 and being more fully described on a plat prepared for Charles L. Duffie by Robert E. Collingwood, Jr. dated August 15, 1968 recorded December 2, 1968 in plat book 34 at page 3, Office of the Register of Deeds for Richland County and according to said latter survey of the property having the following measurements and boundaries, to wit: On the North-east by U.S Highway 321, and fronting thereon Eighly-five (85')... feet, then at right angles turning and running in a Southernly direction for On Hundred Fifty (154') feet to U.S Highway 321.

All that piece, parcel or lot of land, containing .051 acres, more or less, situate, lying and being on the Southwestern side of U.S Highway No. 321, about twelve miles North of the City of Columbia, in the County of Richland, State of South Carolina, being the identical property shown and delineated on a plat prepared for Charles L. Duffie by Henry 2. Duffie, Jr., Registered Land Surveyor dated the 9th day of April 1976, the said property being bounded on the Northeast by U.S Highway No. 321 and fronting thereon fifteen (15') feet; then turning at right angles and running in a southerly direction for One hundred forty-eight and five-tenths (148.5') feet; then turning at a right angles and running in an easterly direction for fifteen (15') feet; then turning and running at right angles in a northeasterly direction for a distance of one hundred fifty (150') feet to the point of commencement.

This is the property conveyed to Sand Dollar 31, LLC by deed of Charles L. Duffie dated March 1, 2006, reocrded March 3, 2006 in Record Book 1157 at page 3375.

TMS: 10100-01-12

EXHIBIT "C"

GUARANTY

ORANGEBURG Cola SOUTH CAROLINA
(City) (State)

JULY 24, 2006

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce SOUTH CAROLINA BANK AND TRUST, NA (herein, with its participants, successors and assigns, called "Lender"), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of SAND DOLLAR 31, LLC (herein called "Borrower") or to engage in any other transactions with Borrower, the Undersigned hereby absolutely and unconditionally guarantees to Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

A. If this ☒ is checked, the Undersigned guarantees to Lender the payment and performance of the debt, liability or obligation of Borrower to Lender evidenced by or arising out of the following: NOTE DATED 07-24-2006 IN THE AMOUNT OF $36,000.00 IN THE NAME OF SAND DOLLAR 31, LLC and any extensions, renewals or replacements thereof (hereinafter referred to as the "Indebtedness").

B. If this ☐ is checked, the Undersigned guarantees to Lender the payment and performance of each and every debt, liability and obligation of every type and description which Borrower may now or at any time hereafter owe to Lender (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; all such debts, liabilities and obligations being hereinafter collectively referred to as the "Indebtedness"). Without limitation, this guaranty includes the following described debt(s): _____.

The Undersigned further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Undersigned hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the Undersigned or modify, reduce, limit or release the liability of the Undersigned hereunder.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue to be in force and be binding upon the Undersigned, whether or not all indebtedness is paid in full, until this guaranty is revoked by written notice actually received by the Lender, and such revocation shall not be effective as to indebtedness existing or committed for at the time of actual receipt of such notice by the Lender, or as to any renewals, extensions and refinancings thereof. If there be more than one Undersigned, such revocation shall be effective only as to the one so revoking. The death or incompetence of the Undersigned shall not revoke this guaranty, except upon actual receipt of written notice thereof by Lender and then only as to the decedent or the incompetent and only prospectively, as to future transactions, as herein set forth.

3. If the Undersigned shall be dissolved, shall die, or shall be or become insolvent (however defined) or revoke this guaranty, then the Lender shall have the right to declare immediately due and payable, and the Undersigned will forthwith pay to the Lender, the full amount of all indebtedness, whether due and payable or unmatured. If the Undersigned voluntarily commences or there is commenced involuntarily against the Undersigned a case under the United States Bankruptcy Code, the full amount of all indebtedness, whether due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

4. The liability of the Undersigned hereunder shall be limited to a principal amount of $ 36,000.00 (If unlimited or if no amount is stated, the Undersigned shall be liable for all indebtedness, without any limitation as to amount), plus accrued interest thereon and all other costs, fees, and expenses agreed to be paid under all agreements evidencing the indebtedness and securing the payment of the indebtedness, and all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the Undersigned hereunder. The Lender may apply any sums received by or available to Lender on account of the indebtedness from Borrower or any other person (except the Undersigned), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the Undersigned hereunder. If the liability of the Undersigned is limited to a stated amount pursuant to this paragraph 4, any payment made by the Undersigned under this guaranty shall be effective to reduce or discharge such liability only if accompanied by a written transmittal document, received by the Lender, advising the Lender that such payment is made under this guaranty for such purpose.

5. The Undersigned will pay or reimburse Lender for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

This guaranty includes the additional provisions on page 2, all of which are made a part hereof.

This guaranty is ☒ unsecured; ☐ secured by a mortgage or security agreement dated _____;
☐ secured by _____.

IN WITNESS WHEREOF, this guaranty has been duly executed by the Undersigned the day and year first above written.

Rhonda S Meisner
RHONDA MEISNER

"Undersigned" shall refer to all persons who sign this guaranty, severally and jointly.

ADDITIONAL PROVISIONS

6. Whether or not any existing relationship between the Undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Undersigned and without any notice to the Undersigned. The liability of the Undersigned shall not be affected or impaired by any of the following acts or things (which Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the Undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under §1111(b)(2) of the United States Bankruptcy Code.

7. The Undersigned waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Undersigned will not assert, plead or enforce against Lender any defense of waiver, release, statute of limitations, res judicata, statute of frauds, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against Lender to Borrower or any such other person, whether or not on account of a related transaction. The Undersigned expressly agrees that the Undersigned shall be and remain liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Undersigned shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though the Borrower's obligations had not been discharged.

8. The Undersigned further agrees that the Undersigned shall be and remain obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. "Indebtedness" shall include post-bankruptcy petition interest and attorneys' fees and any other amounts which Borrower is discharged from paying or which do not otherwise accrue to Indebtedness due to Borrower's discharge, and the Undersigned shall remain obligated to pay such amounts as though Borrower's obligations had not been discharged.

9. If any payment applied by Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

10. Until the obligations of the Borrower to Lender have been paid in full, the Undersigned waives any claim, remedy or other right which the Undersigned may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Undersigned's obligation under this guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any right to participate in any claim or remedy the Undersigned may have against the Borrower, collateral, or other party obligated for Borrower's debts, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law.

11. The Undersigned waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. Lender shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

12. The liability of the Undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the Undersigned to Lender as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

13. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all the Undersigned. This guaranty shall be effective upon delivery to Lender, without further act, condition or acceptance by Lender, shall be binding upon the Undersigned and the heirs, representatives, successors and assigns of the Undersigned and shall inure to the benefit of Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable. Except as authorized by the terms herein, this guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Undersigned and Lender. This guaranty shall be governed by the laws of the State in which it is executed. The Undersigned waives notice of Lender's acceptance hereof.

Expere® ©Bankers Systems, Inc., St. Cloud, MN 56301 FORM M-240 9/7/2006 (For Corporate Guarantor use M-250)

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND SCBT, N. A., Plaintiff, v. Sand Dollar 31, LLC; Rhonda Meisner; Defendant(s). (016555-00039)	IN THE COURT OF COMMON PLEAS DOCKET NO. 11-CP-40-6318 JUDGMENT OF FORECLOSURE AND SALE Deficiency Judgment Demanded against Sand Dollar 31, LLC and Rhonda Meisner

RICHLAND COUNTY
FILED
2012 MAY 16 AM 10:55
JEANETTE W. McBRIDE
C.C.P. & G.S.

Teri K. Stomski, Esquire
Attorney for the Plaintiff

Glenn E. Bowens
Attorney for the Defendants

A hearing was held April 25, 2012 at 10:00 am. Evidence was presented, which is reported herewith, and from the evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on September 22, 2011. The amended Lis Pendens was filed on September 27, 2011.

2. The Summons and Complaint were filed on September 22, 2011. The amended Summons and Complaint were filed on September 27, 2011.

3. Service was made upon all Defendant(s) as shown by the proof(s) of service filed herein.

4. The Defendant(s) Sand Dollar 31, LLC and Rhonda Meisner, answered and filed a counterclaim to which Plaintiff timely responded with an answer.

5. The Defendant(s) Rhonda Meisner, is not in the Military Service of the United States of America, as contemplated under The Servicemembers Civil Relief Act, 50 U.S.C. § 501 et. seq. as shown by affidavit, certificate or order filed herein.

6. No Defendant raised any issues related to Plaintiff's standing to prosecute this

action.

7. Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011 and this is not an owner-occupied dwelling.

8. All Pro Se Defendant(s) and all attorneys of record were notified of the time, date, and place of the hearing by letter and certificate of mailing of record herein.

9. Sand Dollar 31, LLC for value received, made, executed and delivered a(n) Balloon Note dated July 24, 2006 promising thereby to pay to Plaintiff or its predecessor the sum of $36,00.00 with interest at 8.5% per annum. Other terms and conditions are stated in the Balloon Note, of record herein.

10. To better secure the payment of the Balloon Note described above, Sand Dollar 31, LLC, made, executed, and delivered to a certain real estate Mortgage in writing, dated July 24, 2006 covering real property in Richland County, which is the same as that described in the Complaint. This Mortgage was filed on August 4, 2005, and is of record in the Office of RMC/ROD in Book 1214 at page 2023.

11. To better secure the payment of the Balloon Note described above Rhonda Meisner executed and delivered a Guaranty in favor of Plaintiff or its predecessor in interest, its successors and assigns dated July 24, 2006.

12. This Mortgage constitutes a Priority lien on the subject property, subject only to ad valorem taxes or other liens/taxes given priority by statute.

13. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.

14. Any notice required by the terms of the Mortgage or by state or federal statutes has been given to the applicable defendant(s) prior to the commencement of this action.

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

16. The sum of $8,000.00 is a reasonable fee to allow Plaintiff's counsel for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Balloon Note and Mortgage. This fee is likewise reasonable based on the time necessarily devoted to representation of Plaintiff during the several month course of these proceedings. The services of

counsel performed for Plaintiff, which include the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in this particular case also support the fee awarded. The fee is also reasonable given the professional standing of Plaintiff's counsel and their experience in handling foreclosure matters. The fee awarded herein is also reasonable in light of the fees customarily awarded by this court for similar services in this locality. Moreover, the efforts of Plaintiff's counsel have had the beneficial result of a prompt foreclosure of the Mortgage. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time. Plaintiff has advanced $4,924.00 to its counsel as partial payment of the attorney fee and this amount appears in Plaintiff's advances.

17. According to Plaintiff's accounting, after all payments received by Plaintiff have been credited to the subject loan, the amount due and owing on the Balloon Note, with interest at the rate provided in the Balloon Note, advances made by Plaintiff, and other costs and expenses of the action, including a reasonable attorney fee, all secured by the Balloon Note and Mortgage, is as follows:

(a)	Principal due July 25, 2011	$31,535.04
(b)	Interest from December 25, 2010 through April 25, 2012 at 8.5% per annum	$2,270.83
(c)	Allowable Advances (Escrow advances, corporate charges, paid attorney fees, paid costs and expenses from the foreclosure action, and/or other charges)	$6,263.60
(d)	Outstanding Costs of collection prior to hearing (service, filing, etc.)	$0.00
(e)	Title Abstract Search	$0.00
(f)	Attorney fee (awarded herein, but unpaid)	$3,0760.00
(g)	Allowable Late Charges	$74.98
	TOTAL debt secured by Balloon Note and Mortgage, including interest to date shown	$43,220.45

Interest shall accrue to the above stated "Total Debt" after the date of judgment at the rate of 8.5% per annum (pursuant to the terms of the Balloon Note and Mortgage). Accrued interest shall be added to the "Total Debt" and shall comprise the amount of the Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

18. Plaintiff is seeking the usual foreclosure of the mortgage and has expressly

demanded the right to a personal or deficiency judgment pursuant to S.C. Code Ann. §29-3-660 demanded against Sand Dollar 31, LLC and Rhonda Meisner. The Plaintiff may waive any of its rights, including its right to a personal or deficiency judgment, at any time prior to the foreclosure sale.

19. The Plaintiff has alleged it is entitled to a declaratory judgment that the mobile home on the subject property is subject to its first mortgage lien as an improvement to the secured real property. The Defendant admitted the Plaintiff's allegations in their Answer and furthermore, the Plaintiff's allegations are supported by the evidence presented on its behalf. Based upon the above, I find the intent of the parties at the closing of the Plaintiff's first mortgage was for the mobile home to be subject to the lien of the Plaintiff's first mortgage, in addition to the raw land, as an improvement to the real property and I conclude, therefore, that the Plaintiff is entitled to a declaratory judgment that the mobile home is subject to the first lien of the Plaintiff's first mortgage.

20. Plaintiff is seeking to obtain reformation of the Deed as to correct the name of the Grantee on the Deed. The Defendants admitted Plaintiff's allegations seeking reformation of the grantee name in the deed and based on this and all evidence presented, I find the intended grantee name is Sand Dollar 31, LLC, and therefore Plaintiff is entitled to reformation of the deed to correct the Grantee's name.

21. The following Defendant(s) may claim a subordinate lien upon or subordinate legal interest in the subject property and in the event there is a surplus from the sale of the subject property, these Defendant(s) may present through any such lien or legal interest a claim to the surplus at a hearing subsequent to the sale, in accordance with Rule 71(c) South Carolina Rules of Civil Procedure. The said Defendant(s) and such liens or legal interests are as follows:

a. None

22. Plaintiff stipulated that it would not challenge a petition by Defendants Sand Dollar 31, LLC and/or Rhonda Meisner pursuant to SC Code §§29-3-660-29-3-760.

IT IS THEREFORE ORDERED:

23. There is due on the Balloon Note and Mortgage set forth in the Complaint the sum of $43,220.45, as set out in the Findings of Fact supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

24. Pursuant to S.C. Code Ann. § 15-53-20. et seq. the Plaintiff is entitled to a

Declaratory Judgment that the mobile/manufactured home of Defendant(s) is an improvement to the property which is the subject of this action and is therefore subject to the lien of the Plaintiff's first mortgage. As such, any judicial sale of the subject property in this case shall include the mobile home as an improvement to the real property. Pursuant to S.C. Code Ann. § 56-19-390, following the sale, the South Carolina Department of Motor Vehicles, shall issue a Certificate of Title to the mobile/manufactured home to the successful purchaser, or its successors or assigns at the foreclosure sale.

25. The Subject Deed is hereby ordered reformed to correct the name of the Grantee to read as described in Paragraph 20 of this Judgment of Foreclosure and Sale, and the RMC/ROD is hereby directed to annotate the indices accordingly so as to give notice in the public records.

26. Plaintiff shall have judgment demanded against Sand Dollar 31, LLC and Rhonda Meisner. The Plaintiff may waive any of its rights, including its right to a personal or deficiency judgment, at any time prior to the foreclosure sale.

27. The amount due in the preceding paragraph (the "Final Total Debt" as set out in the Findings of Fact *supra*) shall accrue interest at the rate of the respective note rate(s) per annum and together with such interest shall constitute the total judgment debt due Plaintiff.

28. The amount of the judgment shall be subject to increase to permit Plaintiff to recover additional costs, commissions, and expenses not included in the minimum deposit previously made in compliance with S.C. Code Ann. §14-11-310 (1976). It may also increase to include supplemental compensation for attorneys' services not contemplated by the initial fee award. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs or supplemental compensation.

29. The Defendant(s) liable for the aforesaid judgment debt of the Balloon Note and Mortgage including interest at the rate of 8.5% per annum shall pay on or before the date of sale of the property hereinafter described, to Plaintiff or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, including with the costs and disbursements of this action.

30. On default of payment at or before the time of the sale of the property, the mortgaged property described hereinafter shall be sold by the below signed Master in Equity or Special Referee or other court-appointed or designated agent or auctioneer at public auction at the Richland County Courthouse, in the City of Columbia, and State of South Carolina on a sales day determined by the below signed Master in Equity or Special Referee, on the following terms:

a. For cash or its equivalent: An immediate deposit of 5% is required on the amount of the bid . The deposit will be applied to the purchase price when total compliance is made. In the event compliance is not made, the deposit shall be forfeited without further

hearing and applied first to costs and expense of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse either to make the required deposit at time of bid or to comply with the other terms of the bid within 20 days, then the property may be re-sold on the same terms and conditions on the same or some subsequent sales day and at the risk of the defaulting bidder.

b. Interest on the balance of the bid after the deposit is applied shall be paid through the day of compliance at the note rate of 8.5%.

c. The sale shall be subject to taxes and assessments, existing easements and restrictions, and any other senior encumbrances.

d. Purchaser shall pay for any statutory commission on sale from the proceeds of the final bid amount.

e. Purchaser to pay for deed preparation, costs of recording the deed and the satisfaction of mortgage, and transfer taxes on the deed.

f. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed is issued by the Master in Equity or Special Referee.

31. Personal or deficiency judgment having been demanded, the sale will remain open for thirty (30) days pursuant to S.C. Code Ann. Sec. 15-39-720 (1976).

32. Plaintiff may waive any of its rights, including its right to a deficiency judgment in accordance with Rule 71, of the South Carolina Rules of Civil Procedure, prior to sale

33. The Master in Equity will give notice of the time and place of the sale by advertisement according to law and the terms thereof by advertisement according to law and will execute to the Purchaser a deed to the property sold. Plaintiff or any other party to this action may become a purchaser at such sale. If, upon such sale being made, the Purchaser should fail to comply with the terms thereof within 30 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.

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

35. The Master in Equity will apply the proceeds of the sale as follows:

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

NEXT: To the payment to Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest (including a reasonable attorney fee) or so much thereof as the purchase money will pay on the same; After crediting the proceeds of sale, net of any commission on sale, an Order for Deficiency Judgment shall be entered without further notice or hearing.

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

36. In the event the successful bidder is someone other than the Defendant(s) in possession of the subject property, the Sheriff of Richland County is ordered and directed to eject and remove from the property 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 property without delay, and to keep said successful bidder or his assigns in such peaceable possession.

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

38. The Defendant(s) named herein, and all persons whosoever claiming under Defendant(s), is forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged property so sold, or any part thereof.

39. In accordance with Rule 77(d), of the South Carolina Rules of Civil Procedure, the Clerk of Court shall serve a notice of entry of this Judgment of Foreclosure upon all parties not in default for failure to appear in this action.

40. The deed of conveyance made pursuant to the foreclosure sale shall contain the names of only the first-named Plaintiff and the first-named Defendant(s), and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of the filing of the notice of pendency of the within action, and the name of the grantee. The Register of Deeds/Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

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

42. The following is a description of the property herein ordered to be sold:

All that piece, parcel or tract of land, containing .22 acres, more or less, situate, lying and being on the Southwestern side of U.S. Highway No 321, about twelve miles North of the City of Columbia, in the County of Richland, State of South Carolina, being a part of the property shown and delineated on a plat prepared for Joseph C. Byrd, Jr. and Doris V. Byrd by R.E Collingwood, Jr., dated January 1, 1964 and recorded in the office of the Register of Deeds for Richland County in Plat Book "U" at page 90 and being more fully described on a plat prepared for Charles L. Duffie by Robert E. Collingwood, Jr. dated August 15, 1968 recorded December 2, 1968 in Plat Book 34 at Page 3, Office of the Register of Deeds for Richland County and according to said latter survey of the property having the following measurements and boundaries, to wit: On the North-east by U.S. Highway 321, and fronting thereon Eighty-five (85')...feet, then at right angles turning and running in a Southernly direction for On Hundred Fifty (154') feet to U.S. Highway 321.

All that piece, parcel or lot of land, containing .051 acres, more or less, situate, lying and being on the Southwestern side of U.S. Highway No. 321, about twelve miles North of the City of Columbia, in the County of Richland, State of South Carolina, being the identical property shown and delineated on a plat prepared for Charles L. Duffie by Henry 2. Duffie, Jr., Registered Land Surveyor dated the 9th day of April 1976, the said property being bounded on the Northeast by U.S Highway No. 321, and fronting thereon fifteen (15') feet; then turning at right angles and running in a southerly direction for One hundred forty-eight and five-tenths (148.5') feet; then turning at a right angels and running in an easterly direction for fifteen (15') feet; then turning and running at right angles in a northeasterly direction for a distance of one hundred fifty (50') feet to the point of commencement.

This is the property conveyed to Sand Dollar 31, LLC by deed of Charles L. Duffie dated March 1, 2006, recorded March 3, 2006 in Record Book 1157 at page 3375.

TMS: 10100-01-012

Property Address: 8391 Winnsboro Road
Blythewood, SC 29016

Joseph M. Strickland
Master in Equity

May 14, 2012
Columbia, South Carolina

016555-00039

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 11-CP-40-6318

SCBT, N. A.

PLAINTIFF(S)

Sand Dollar 31, LLC; Rhonda Meisner;

DEFENDANT(S)

Submitted by:
Teri K. Stomski (SC Bar#65250)
Attorneys for the Plaintiff
Rogers Townsend & Thomas, PC
220 Executive Center Drive, Suite 109
Post Office Box 100200
Columbia, SC 29202
(803) 771-7900
(803) 343-7013 - Fax
info@rtt-law.com

Attorney for : ☑ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

RICHLAND COUNTY
FILED
2012 MAY 16 AM 10:55
JEANNE [illegible] McBRIDE
C.C.P. & G.S.

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other _____

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

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

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

ORDER INFORMATION

This order ☑ ends ☐ does not end the case.

Additional Information for the Clerk : As required by statute, a foreclosure sale has been or will be scheduled, which will officially end the case. Also, if a deficiency judgment remains demanded, a separate Order for Deficiency Judgment will be entered at the completion of the foreclosure sale.

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
SCBT, NA	Sand Dollar 31, LLC	$43,220.45
SCBT, NA	Rhonda Meisner	$43,220.45
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

TMS: 10100-01-012
8391 Winnsboro Road
Blythewood, SC, 29016

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

Circuit Court Judge/Master in Equity/Special Referee	Judge Code	Date

For Clerk of Court Office Use Only

This judgment was entered on the 16th day of May, 2012 and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Teri K. Stomski (SC Bar #65250)
Rogers Townsend & Thomas, PC
P.O. Box 100200
Columbia, SC 29202-3400
ATTORNEY(S) FOR THE PLAINTIFF(S)
016555-00039

ATTORNEY(S) FOR THE DEFENDANT(S)

Jeanette W. Walsh
CLERK OF COURT

Sand Dollar 31, LLC

Rhonda Meisner

Court Reporter:

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS

SCBT, N.A.,)
☐ Plaintiff)

CASE NO.
2011-CP-40-6318

v.)

MOTION AND ORDER INFORMATION FORM AND COVER SHEET

Sand Dollar 31, LLC, Rhonda Meisner)
☒ Defendant.)

Plaintiff's Attorney:	Defendant's Attorney:
, Bar No.	Glenn Bowens, Bar No. 70870
Address:	Address:
	PO Box 424 Winnsboro, SC 29180
phone: fax:	phone: 803-714-7766 fax: 803-714-0775
e-mail: other:	e-mail: gbowens@bowenslawsc.com other:

RICHLAND COUNTY
FILED
2012 JUN -7 P 2:17
JEANETTE W. GRANT
C.C.&C.P.

☒ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Motion to Alter or Amend
Estimated Time Needed:30 minutes Court Reporter Needed: ☒ YES / ☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☐Plaintiff / ☒Defendant — June 7, 2012 Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: 25.00
☐ EXEMPT: (check reason)
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter:
☐ Other:

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other:

_____
JUDGE

CODE: _____ Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed:

☐ MOTION FEE COLLECTED: 25-
☐ CONTESTED – AMOUNT DUE: _____

SCCA/233 (11-03)

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

SCBT, N.A.,

Plaintiff,

v.

Sand Dollar 31, LLC; Rhonda Meisner,

Defendants.

IN THE COURT OF COMMON PLEAS

DOCKET NO. 11-CP-40-6318

MOTION TO ALTER OR AMEND

2012 JUN -7 PM 2:17
JEANNETTE W. McBRIDE
C.C.P. & G.S.
RICHLAND COUNTY
FILED

TO: TERI STOMSKI, ESQ. ATTORNEY FOR THE PLAINTIFF AND TO THE PLAINTIFF ABOVE NAMED

YOU WILL PLEASE TAKE NOTICE that the undersigned, as attorney for the Defendants, Sand Dollar 31, LLC and Rhonda Meisner, will move before the Master in Equity at the Richland County Courthouse at 10:00 a.m. on the tenth (10th) day after service hereof, or as soon thereafter as counsel may conveniently be heard, for an Order vacating, setting aside, amending, altering or reconsidering the judgment rendered in the above captioned action on the grounds that:

(1) The "Form 4 Judgment in a Civil Case" (a copy of which is attached hereto and incorporated by reference) was prematurely filed and/or filed improperly by the Plaintiff.

(2) The Form 4 indicates the judgment amount to be entered against Sand Dollar 31, LLC and Rhonda Meisner was $43,220.45; however, this is a foreclosure action and at the time the Form 4 was filed the judgment amount had not yet been determined as neither the foreclosure sale nor the appraisal had taken place.

(3) The Form 4 filed by the Plaintiff incorrectly states the judgment against Rhonda Meisner as $43,220.45, the maximum amount of Rhonda Meisner's personal liability is limited to $36,000.00 as this was the amount of her personal guarantee (this amount is subject to being further reduced based on the outcome of the foreclosure sale and the appraisal). The Form 4

filed by the Plaintiff erroneously conveys to the public that judgment for $43,220.45 was entered against Rhonda Meisner.

(4) The judgment amount shown on the Form 4 includes attorney fees and costs. Upon information and belief, the Plaintiff has not yet submitted an Affidavit of Attorney Fees and Costs with an itemized statement of attorney fees and costs for approval by the Court nor provided a copy to the Defendants for their review and objection.

(5) Judge Strickland did not sign the Form 4 that was filed by the Plaintiff. The Form 4 Instruction # 2 provides in part "the judge will review and sign Form 4 when he or she signs an order that includes judgment enrollment information for the judgment index." Moreover, the Defendants were not provided with a signed copy of the formal order signed by Judge Strickland, nor was counsel for the Defendants provided with a copy of the filed Form 4 or the formal order signed by Judge Strickland. The Plaintiff improperly communicated directly with the Defendants regarding the Form 4 even though the Defendants are represented by counsel.

(6) The full amount allegedly owed was entered in the "Information for the Public Index" section of the Form 4; however, Form 4 Instruction # 10 provides "When an Order of Foreclosure is filed, neither the parties or debt owed should not be listed in the Information for the Public Index Section, unless the foreclosure order specifically requires entry of the full judgment amount before the foreclosure sale, pursuant to Section 29-3-650 of the SC Code." Upon information and belief the Court did not specifically order the full judgment amount to be entered before the foreclosure sale and before submission of the itemized statement of attorney fees and costs.

The Plaintiff improperly filed the Form 4 and as a result the Defendants have been required to file this motion causing them to incur attorney fees and costs unnecessarily. The Defendants request the court award Defendants' attorney fees and costs and/or make an

appropriate adjustment to the attorney fees and costs that may be awarded to the Plaintiff to offset the fees and costs incurred by the Defendants with respect to this motion.

This motion is brought pursuant to S.C.R.C.P 52, 59 and 60 and will be supplemented and supported by such affidavits, depositions, discovery responses, memoranda of law, and such other documents as appropriate.

Respectfully submitted,

Glenn Bowens, Esq.
PO Box 424
Winnsboro, S.C. 29180
Attorneys for the Plaintiff

Winnsboro, South Carolina
June 7, 2012

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

SCBT, N.A.,

Plaintiff,

v.

Sand Dollar 31, LLC; Rhonda Meisner,

Defendants.

IN THE COURT OF COMMON PLEAS

DOCKET NO. 11-CP-40-6318

CERTIFICATE OF SERVICE

RICHLAND COUNTY
FILED
2012 JUN -7 PM 2:
JEANNETTE W. McBRIDE
C.C.P. & G.S

I, Glenn Bowens, attorney for the Plaintiff, do hereby certify that I have this day served a copy of the foregoing **Motion to Alter or Amend** in connection with the above referenced case by placing a copy of the same in the United States Mail, postage prepaid, to the following Address:

Terri Stomski
Rogers Townsend & Thomas, PC
220 Executive Center Dr.
Columbia, SC 29210

This the 7th Day of June 2012 A.D.

Glenn Bowens

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)
SCBT, NA)
Plaintiff,)
vs. Rhonda Messer)
Sonddollar 31, LLC,)
Defendant.)

IN THE COURT OF COMMON PLEAS
___ JUDICIAL CIRCUIT

CASE NO.: 11 -CP- 40 - 6318

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

2012 JUL 31 PM 2:16

Plaintiff's Attorney:	Defendant's Attorney:
Teri Stanski, Bar No. ____	Glenn Bowens, Bar No 70870
Address: 200 Executive Center Dr.	Address: PO Box 424 Winnsboro SC 29180
Phone: 771-7900 Fax 343-7017	Phone: 803-714-7766 Fax 914-5551
E-mail: teri.stanski@rtlaw.com Other:	E-mail: Other:

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Petition for Appraisal
Estimated Time Needed: 15-30 minutes Court Reporter Needed: ☑ YES/☐ NO

SECTION II: Motion/Order Type

☑ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Rhonda L Messer 7/31, 2012
Signature of ~~Attorney~~ for ☐ Plaintiff / ☑ Defendant Date submitted

SECTION III: Motion Fee

☑ PAID – AMOUNT: $ 25.00
☐ EXEMPT: (check reason)
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: ____
☐ Other:

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other:

JUDGE CODE ____
Date: ____, 20

CLERK'S VERIFICATION

Collected by: mette Date Filed: 7/31, 2012

☐ MOTION FEE COLLECTED: $ ____
☐ CONTESTED – AMOUNT DUE: $ ____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND SCBT, N.A., Plaintiff, v. Sand Dollar 31, LLC; Rhonda Meisner, Defendants.	IN THE COURT OF COMMON PLEAS DOCKET NO. 11-CP-40-6318 PETITION FOR APPRASIAL S.C. Code § 29-3-680 *et. seq.*

2012 JUL 31 PM 4:26

Pursuant to South Carolina Code §29-3-680 *et. seq.* the real estate subject to the Plaintiff's foreclosure action has been foreclosed upon by Joseph Strickland, Master in Equity for Richland County, with final sale held on July 5, 2012, in which a deficiency judgment against the Defendants, Sand Dollar 31, LLC and Rhonda Meisner, was sought; now comes the Defendants in this matter, and makes application within thirty (30) days after the sale of said mortgaged property, applying by verified petition to the Clerk of Court for Richland County, which is the County in which the Decree and Order for Sale was taken, for an Order of Appraisal of said property which is hereby listed as follows:

Brief Legal Description of Real Estate:

All that piece, parcel or tract of land, containing .22 acres, more or less, situate, lying and being on the Southwestern side of U.S. Highway No 321, about twelve miles North of the City of Columbia, in the County of Richland, State of South Carolina, being a part of the property shown and delineated on a plat prepared for Joseph C. Byrd, Jr. and Doris V. Byrd by R.E Collingwood, Jr., dated January 1, 1964 and recorded in the office of the Register of Deeds for Richland County in Plat Book "U" at page 90 and being more fully described on a plat prepared for Charles L. Duffie by Robert E. Collingwood, Jr. dated August 15, 1968 recorded December 2, 1968 in Plat Book 34 at Page 3, Office of the Register of Deeds for Richland County and according to said latter survey of the property having the following measurements and boundaries, to wit: On the North-east by U.S. Highway 321, and fronting thereon Eighty-five (85')...feet, then at right angles turning and running in a Southernly direction for On Hundred Fifty (154') feet to U.S. Highway 321.

All that piece, parcel or lot of land; containing .051 acres, more or less, situate, lying and being on the Southwestern side of U.S. Highway No. 321, about twelve miles North of the City of Columbia, in the County of Richland, State of South Carolina, being the identical property shown and delineated on a plat prepared for Charles L. Duffie by Henry 2. Duffie, Jr., Registered Land Surveyor dated the 9th day of April 1976, the said property being bounded on the Northeast by U.S Highway No. 321, and fronting thereon fifteen (15') feet; then turning at right angles and running in a southerly direction for One hundred forty-eight and five-tenths (148.5') feet; then turning at a right angels and running in an easterly direction for fifteen (15') feet; then turning and running at right angles in a northeasterly direction for a distance of one hundred fifty (50') feet to the point of commencement.

This is the property conveyed to Sand Dollar 31, LLC by deed of Charles L. Duffie dated March 1, 2006, recorded March 3, 2006 in Record Book 1157 at page 3375.

TMS: 10100-01-012

Property Address: 8391 Winnsboro Road
Blythewood, SC 29016

PERSONALLY appeared before me, Rhonda Meisner who, being duly sworn, deposes and says as follows:

1. That Pursuant to §29-3-680 the Defendant is timely requesting an order of appraisal in the above-filed action.

2. That pursuant to §29-3-710, the Court appoint Angela Buckley from Certified Appraisal Services, PO Box 938 Lugoff, S.C. 29078 (803) 714-9911, as one designated appraiser for the Petitioner.

3. That upon information and belief the mortgaged property was sold for a figure significantly beneath its appraised value and is thereby subject to §29-3-740, which states that the amount for which the property was sold beneath its appraised value should be deducted from the amount of any deficiency judgment.

4. That pursuant to §29-3-740, the return of the appraisers shall be filed and recorded by the Clerk of Court as a judgment of the Court.

Rhonda Meisner, Affiant/Defendant

SWORN to before me this 31 day of July, 2012.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 7-23-2017

JENNIE S. SHARPE
NOTARY
PUBLIC
SOUTH CAROLINA

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

SCBT, N.A.,

Plaintiff,

v.

Sand Dollar 31, LLC; Rhonda Meisner,

Defendants.

IN THE COURT OF COMMON PLEAS
DOCKET NO. 11-CP-40-6318

CERTIFICATE OF SERVICE

FILED
2012 JUL 31 PM 4:26
JEANNIE W. McBRIDE
C.C.P. & G.S.

I, Rhonda Meisner, do hereby certify that I have this day served a copy of the foregoing **Petition for Appraisal** in connection with the above referenced case by placing a copy of the same in the United States Mail, postage prepaid, to the following Address:

Rogers Townsend & Thomas, PC
ATTN: Teri Stomski
220 Executive Center Dr.
Columbia, SC 29210

This the 31st Day of July 2012 A.D.

Rhonda Meisner

STATE OF SOUTH CAROLINA | IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND | CASE NO. 11-CP-40-6318

MOTION AND ORDER INFORMATION FORM AND COVER SHEET

SCBT, N. A. ☑ Plaintiff
v.

Sand Dollar 31, LLC; Rhonda Meisner; ☐ Defendant
Check box above indicating submitting party

name, S.C.Bar no, and address of plaintiff's attorney	name, S.C.Bar no, and address of Defendant's attorney
Teri K.Stomski (SC Bar# 65250) 220 Executive Center Drive, Columbia, SC 29210 telephone: 803-771-7900 fax: 803-343-7013	Glenn Bowens, Esq. Post Office Box 424 Winnsboro, South Carolina 29180 telephone: 803-714-7766 email:gbowens@popebowens.com

☑ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

2012 SEP -6 PM 4:18

SECTION I: Hearing Information

Nature of Motion: MOTION TO VACATE SALE
Estimated Time Needed: Court Reporter Needed: YES

SECTION II: Motion Fee

☑ PAID —AMOUNT: $25.00
☐ EXEMPT:
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent status
- ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act
- ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication
- ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: _____
- ☐ Other: Referred to Master by Motion and Order of Court

SECTION III: Motion Type

☑ Written motion attached
☐ Form Motion —
I hereby move for relief or action by the court as set forth in the attached proposed order.

_____ August 30, 2012
Signature of Attorney for Plaintiff/Defendant Date submitted

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other

_____
JUDGE
CODE:_____ Date: _____

CLERK'S VERIFICATION

DATE FILED

Collected by:_____
(print name)
☐ MOTION FEE COLLECTED: _____
☐ CONTESTED—AMOUNT DUE: _____

SCCA/233 (1/2003)

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	DOCKET NO. 11-CP-40-6318
SCBT, N.A., Plaintiff, v. Sand Dollar 31, LLC; Rhonda Meisner, Defendant(s).	PLAINTIFF'S MOTION TO VACATE FORECLOSURE SALE

(016555-00039)

FILED
2012 SEP -6 PM 4:18
PEARLIE M. McBRIDE
C.C.P. & G.S.

PLEASE TAKE NOTICE that ten (10) days after the service hereof, or as soon thereafter as counsel may be heard, the Plaintiff, SCBT, N.A., n/k/a SCBT (SCBT), will move before this Honorable Court for an order setting aside the judicial sale held on July 5, 2012, pursuant to the equitable principles propounded by the courts of South Carolina. Specifically, the foreclosure sale should be set aside because the Defendant engaged in a deceptive scheme to extinguish the Plaintiff's lien on the property by purchasing the property at the foreclosure sale through an undisclosed agent for an amount Defendant averred is significantly below appraised value.

FACTS

Defendant/Borrower Sand Dollar 31, LLC (Sand Dollar) purchased 8391 Winnsboro Road, the property which is the subject of this action, on or about March 3, 2006, for $30,000. Thereafter, on or about July 24, 2006, Sand Dollar executed a Note and granted a Mortgage in favor of SCBT in the amount of $36,000 and Defendant/Guarantor Rhonda Meisner executed a guaranty, guaranteeing the indebtedness evidenced by the Note, dated July 24, 2006 in the amount of $36,000. Defendants failed to make the January 25, 2010 and subsequent payments and the Note matured on July 25, 2011, thereby creating events of default under the Note and Mortgage.

On or about September 27, 2011, SCBT instituted the above-captioned foreclosure action, demanding a deficiency judgment against Sand Dollar and Meisner and this Court issued a Judgment of Foreclosure and Sale on May 14, 2012. After due notice, this Court held a sale on June 4, 2012, which became final on July 5, 2012, at which time SCBT's bid was bested by an upset bid.

On July 31, 2012, Meisner filed a verified Petition for Appraisal, stating therein that the winning bid was "a figure significantly beneath its appraised value." The Master's Report on Sale and

Disbursements and Order of Confirmation, filed August 8, 2012, stated that Meisner through her agent Kevin Nowell was the winning bidder at $10,501.00. Thereafter, the bid was assigned to South Carolina Operating Room Equipment, LLC, a S.C. limited liability company controlled by Meisner, and on August 16, 2012, a Master's Deed to this entity was recorded.

However, it was not until SCBT's counsel received the Master's Order Confirming Sale on August 10, 2012, that SCBT learned Meisner was the winning bidder, with a bid that was less than one-third (1/3) of what she paid for the property and seventy percent (70%) less than what she borrowed from SCBT.

After becoming the winning bidder, Meisner initiated a campaign of directly contacting SCBT's officers and employees, requesting that the deficiency judgments be waived. Meisner's direct communication about matters in the ongoing litigation was acknowledged by Defendants' counsel via written and verbal communications. After Meisner's repeated contacts, Plaintiff's counsel directed Defendants' counsel that Meisner was to have no further contact with anyone at SCBT other than Will Aiken, SVP/Special Assets Manager. Despite this admonishment, Meisner again contacted SCBT's CEO. On August 28, 2012, Plaintiff's counsel emailed Defendants' counsel about his client's repeated improper contact and also to request access to the subject property in order to have it appraised per Meisner's Petition. As of the date of this Motion, Defendant has not provided access to the subject property, despite repeated requests.

ARGUMENT

"A judicial sale will be set aside when either: (1) the sale price is so gross as to shock the conscience; or (2) the sale is accompanied by other circumstances warranting the interference of the court." *Wells Fargo Bank, NA v. Turner*, 378 S.C. 147, 150, 662 S.E.2d 424, 425 (Ct. App. 2008). In cases where the surrounding circumstances tend to show that the foreclosure sale should, in good conscience, be set aside, the court may consider the discrepancy between the accepted bid and the fair market value of the property as evidence to aid the court in arriving at the correct decision. *Spillers v. Clay*, 233 S.C. 99, 104, 103 S.E.2d 759, 761 (1958). Thus, the critical question in this case is whether circumstances surrounding the foreclosure sale warrant the interference of the court.

Although there are few cases that provide guidance on what types of circumstances necessitate the intervention of the court in a foreclosure case, this case presents facts that warrant such intervention. Here, Ms. Meisner has engaged in a deliberate scheme to avoid her obligations under her Mortgage agreement with SCBT. Although courts in this state have not addressed this fact pattern in the context of a foreclosure sale, the South Carolina Supreme Court has clearly stated that equitable intervention is

necessary in similar circumstances in the context of a tax sale. *See Interstate Building & Loan Ass'n v. Waters,* 50 S.C. 459, 27 S.E. 948 (1897).

In *Interstate Building*, the court examined whether a mortgagor (and delinquent taxpayer) could successfully defeat a mortgagee's lien on his property by developing a plan to avoid the mortgage by sending his wife to purchase his home at a tax sale. *Id.* at 27 S.E. at 950. At that time, state law allowed a purchaser at a tax sale to take the property free and clear of all liens when certain requirements were met. *Id.* at 27 S.E. at 951. Thus, the mortgagor refused to pay his taxes and then had his wife purchase his home at the tax sale free and clear of the mortgage. *Id.* at 27 S.E. at 949.

One of the issues in the case was whether the court could allow the sale to stand as a matter of equity. *Id.* at 27 S.E. at 951. The Court held that a court of equity could not tolerate such a transaction. *Id.* "What cannot be done directly will not be permitted to be done indirectly." *Id.* (emphasis added). A court of equity may not permit "the wife of the mortgagor *or any other person* to acquire such title, to the detriment of the mortgagee, as the result of a *deliberate scheme* between the purchaser and the mortgagor to defeat the lien of the mortgage." *Id* (emphasis added). Participation in such a deliberate scheme will estop the purchaser from asserting title to the detriment of the mortgagee. *Id.*

By the same analogy, Meisner cannot indirectly defeat SCBT's statutory right to a deficiency judgment by deliberately bidding on the subject property through an undisclosed agent in an amount less than one-third of the original purchase price she paid and the loan amount she borrowed. While at the same time, she schemes to use her appraisal rights to eliminate/reduce the deficiency judgment based on the very bid price she herself admits is "significantly beneath its appraised value."

Essentially, Ms. Meisner is pursuing double recovery by way of this foreclosure sale. The purpose of the judicial sale in a mortgage foreclosure is to "remove the mortgage encumbrance from the property, and therefore, the amount of the mortgage is a fair gauge of the property's value in the hands of the buyer." *Arrow Bonding Company v. Warren*, Opinion #27166 (S.C. Sup. Ct. - Filed August 29, 2012), citing *Investors Savings Bank v. Phelps*, 303 S.C. 15, 397 S.E.2d 780 (Ct. App. 1990); *See also Wells Fargo, supra* (mortgage value is evidence of property's value). The purpose of the judicial sale is *not* to provide the borrower an opportunity to "buy low" and then use that low price to "cry foul" to get out of the deficiency judgment.

Just as in *Interstate Building,* such a transaction as this cannot be tolerated. In the most general sense, equity "is founded in natural justice in honesty and in right." 12 S.C. Jur. Equity § 2 (quoting J. Story, commentaries on Equity Jurisprudence 1 (2d ed. 1839)). Here, Meisner has not been honest or forthright. The current case involves circumstances in which the Defendant was intentionally deceptive and thus warrants the intervention of the court.

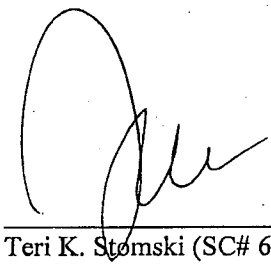
Meisner has orchestrated a deliberate scheme to avoid her obligations under the mortgage agreement by (1) having her agent bid on the subject property for her at the foreclosure sale, (2) having her agent submit a bid she avers is grossly under appraised value, (3) using her appraisal rights in an attempt to lower the deficiency judgment while receiving the equity in the property, (4) titling the property in a limited liability company (LLC) she controls in an attempt to hide her ultimate gain, (5) having direct communications with a represented party about matters in litigation in an attempt to have the deficiency judgment waived and (6) failing to cooperate by giving access to the property she won at the sale so that SCBT can get an appraisal completed as required by statute.

It is inequitable to allow Meisner to take the position that the house is worth one price when she is the purchaser and to then to take a contrary position that the price is insufficient in order to avoid a deficiency judgment, and Meisner's participation in such a deliberate scheme estops her from doing so to the Plaintiff's detriment. Ms. Meisner owes a legitimate debt to SCBT, and she should not be allowed to avoid that debt by exploiting the court system for her own personal gain.

CONCLUSION

This court should hold that the Defendant's deliberate manipulation of the court system is impermissible based on case law and clear equitable principles and should set aside the foreclosure sale that is the subject of this motion.

Respectfully submitted,



Teri K. Stomski (SC# 65250)
Rogers Townsend & Thomas
220 Executive Center Drive
Columbia, SC 29210
(803) 771-7900

August 24, 2012

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	DOCKET NO. 11-CP-40-6318
SCBT, N. A., Plaintiff, v. Sand Dollar 31, LLC; Rhonda Meisner; Defendant(s).	**CERTIFICATE OF SERVICE**

(016555-00039/40)

JEANNETTE W. McBRIDE C.C.P. & G.S.
RICHLAND COUNTY FILED
2012 SEP -6 PM 4:18

I, Kimberly S. Steele, an employee with the Law Firm of Rogers Townsend & Thomas, PC, attorneys for the Plaintiff, SCBT, N.A. hereby certify that I have served or caused to be served a copy of the foregoing documents upon the below named individuals and/or counsel this the 10th day of September, 2012 via U.S. Mail:

DOCUMENT SERVED

Motion to Vacate The Sale

PARTIES SERVED

Glenn Bowens, Esq.
Post Office Box 424
Winnsboro, South Carolina 29180
Attorney for the Defendants

Kimberly S. Steele

Kimberly S. Steele, Paralegal

Columbia, South Carolina

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	DOCKET NO. 11-CP-40-6318
SCBT, N. A.,	
Plaintiff,	AFFIDAVIT OF ATTORNEY'S FEE Deficiency Judgment Demanded
v.	
Sand Dollar 31, LLC; Rhonda Meisner;	
Defendant(s).	

RICHLAND COUNTY FILED
2016 NOV 23 AM 9:50
C.P. & G.S.

(016555-00039)

PERSONALLY appeared before me, the undersigned, who being duly sworn, deposes and says:

I am one of the attorneys for Plaintiff in the above-captioned action.

Background of Representation and Nature, Extent and Difficulty of the Representation

Plaintiff engaged my law firm, Rogers Townsend & Thomas, PC, to foreclose the mortgage that is the subject of this action. Plaintiff instructed our firm to handle this action as expeditiously as possible. Moving foreclosure cases along quickly is important to our clients because almost always our client's equity position deteriorates with time as the borrower fails to pay interest on his or her loan. Furthermore, in foreclosure cases, our clients face the increased risk that borrowers will not preserve the value of their homes as well as those borrowers who are not in default. Finally, there is a risk that they will allow their insurance to lapse or will not be able to pay their real property taxes.

Foreclosure cases typically involve multiple defendants, defendants with competing interests, and, frequently, third-party bidders. Unlike many other cases involving litigation, they require a title abstract to be performed. Foreclosure cases are governed by state statutes, specific rules of civil procedure, and an ever-growing body of common law. They also involve consumer rights protected by both federal and state statutes and case law. Frequently, homeowners will file petitions in the United States Bankruptcy Court to forestall the loss of their homes. Foreclosure cases usually involve pro se litigants who often contact our firm by telephone or in person (at the office or in court just before the hearing) to learn about the process, to learn how to reach our client directly, to try to bring their loan current, to pay off their loan, or to have their loan modified. At the time we accept a case, we do not know the full extent of the challenges we will run into and have to deal with for the fees we have agreed to handle the case for.

When RTT assumed the representation of Plaintiff in this foreclosure action, we assumed a number of risks. Those risks include the possibility that any of the parties involved (the plaintiff, the court, our own staff, a third-party bidder, or some other third party) could make an error at any stage of the process. Errors made in the process of a foreclosure case can be expensive to remediate, largely because of the value of real property, but also because our client's instruction that we complete cases as expeditiously as possible requires us to presume that, for the most part, the legal process will run smoothly and without unnecessary errors or delays. We also incurred the risk that the borrower might try to mislead us about a loss mitigation resolution or that he or she might file a bankruptcy petition just before a critical event in the case.

I am informed and believe that Plaintiff selected RTT to handle this foreclosure because we have a large staff of attorneys and other skilled non-attorney professionals who are highly trained in a legal system that enables RTT to comply with Plaintiff's instructions. RTT also has expensive computer systems, and RTT creates and maintains data about our clients and the court system in the state that enable us to move cases quickly, to comply with the law, and to deal with borrowers. RTT also has sufficient capital to allow it to advance the litigation expenses required for cases to move quickly and efficiently. RTT has a proven track record with Plaintiff for accomplishing its work expeditiously and inexpensively.

We received this file and entered data about this case into our system to enable the rest of the foreclosure process to run smoothly. We then updated that data as we learned more about the case. We examined the title to identify all parties having or claiming any interest in the subject real estate. Ultimately, my fellow counsel, our staff, and I have been responsible for the preparation of the following pleadings and other documents in this case:

1. Lis Pendens and any amendment thereto
2. Summons and Complaint and any amendment thereto
3. Affidavits and proposed Orders for publication
4. Answer to Counterclaim
5. Certificate of Non-Military Service
6. Consent(s) to Order of Reference
7. Order of Reference
8. Notice(s) of Hearing
9. Record of Hearing
10. Proposed Judgment of Foreclosure and Sale
11. Notice of Sale

Additionally, we have been responsible for preparing and serving the pleadings upon each defendant personally or by statutory/substitute service; obtaining reinstatement and payoff figures and payment histories (if requested or required); and scheduling and attending the hearing in this matter.

Our responsibilities after today include sending copies of the notice of the entry of judgment to appearing defendants, obtaining bidding instructions from Plaintiff or its designee, representing Plaintiff at the sale or arranging for such representation, preparing an Order of Sale or Report on Sale and Disbursements and Order Confirming Sale, and preparing the Foreclosure Deed and any other documents necessary in this particular action.

Plaintiff has advanced $4,924.00 in Attorney Fees for this case to my law firm, and this amount appears in the section of the debt entitled, "Advances."

I am informed and believe that all litigation expenses were reasonably and necessarily incurred.

Time Necessarily Devoted to the Case

To date, we have spent 21.90 hours and incurred $4924.00 in attorney fees on this foreclosure case. After today, however, I estimate that, in addition to the time and effort we have expended to date in prosecuting this action, our firm will spend a minimum of eight more hours working on the case. Moreover, depending upon the interest shown by defendants, third parties, or counsel for either and the inherent negotiations required thereby, other time may also be committed to the completion of the case. In that regard, I reserve the right to re-visit the question of attorney's fees should the action proceed in an unexpected way.

Professional Standing of Counsel

I have been the attorney primarily involved in this representation. However, other attorneys at RTT who primarily work on foreclosure cases in South Carolina are Samuel C. Waters, Cheryl H. Fisher, Reginald P. Corley, Jennifer W. Rubin, Ellie C. Floyd, Michael P. Morris, Eve M. Stacey, Mary R. Powers, Robert P. Davis, and William S. Koehler and collectively they have more than 100 years of experience in foreclosure and lender representation. Some or all of the lawyers previously named have worked on this case. We occasionally call on other lawyers in the firm to help us out.

I concentrate my practice in the areas of commercial foreclosure, banking and finance and commercial real estate. I was formerly State Counsel for five years for a national title insurance underwriter. I am an adjunct professor at the USC School of Law teaching Real Estate Transactions II and a frequent author and presenter for continuing legal education programs sponsored by the South Carolina Bar, Palmetto Land Title Association, American Land Title Association and private organizations. I was awarded the Gold Compleat Lawyer Award in 2009 and maintain an "AV® Preeminent" rating by Martindale-Hubbell, the highest possible rating in both legal ability and ethical standards. I have practiced law since 1992 with an emphasis on real estate transactions and litigation, lender representation and creditors' rights.

Furthermore, this fee is in line with the fee customarily awarded to counsel with similar experience in this particular locality. Also, the Plaintiff's attorneys have achieved the beneficial result of a prompt foreclosure of the mortgage. In addition, we have available to us other attorneys in the firm who handle non-routine or contested litigation matters more than we do. Finally, we are able to provide more cost-effective legal services because we use a staff or highly trained and efficient non-attorney professionals, all of whom are supervised by some or all of the attorneys listed above

Contingency of Compensation

We work on an hourly fee basis for our commercial foreclosure clients.

In any event, in almost all of our cases our clients do not pay us until long after it has referred the case to us. Because of the long delay between the work we perform and when we are paid, we run the risk that our client will go into insolvency proceedings or transfer a loan to another entity during the foreclosure proceeding and never pay us. Our experience has confirmed the reality of such risk of non-payment.

Beneficial Results Obtained

I have submitted this affidavit because I believe the Court will enter a judgment of foreclosure and sale consistent with the relief we requested in the pleadings. Therefore, if the court is considering this affidavit, it is only because my law firm has obtained a beneficial result for my client.

Customary Legal Fees for Similar Services

Under the foregoing recitals, I have found that courts generally award attorney's fees of $4,500.00 or more for similar residential foreclosure cases in South Carolina. The fee I am requesting in this case is in line with those awards. This sum is contemplated in language contained in the mortgage previously offered into evidence in this action.

Conclusion

In view of all of the foregoing facts and the size of the mortgage debt involved in this case, in my professional opinion a reasonable attorney's fee would be $8,000.00 plus expenses.

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF
Teri K. Stomski
220 Executive Center Drive
Columbia, SC 29210
Post Office Box 100200 (29202)
(803) 771-7900

Sworn to before me this 24th day of April, 2012.

Notary Public for South Carolina
My Commission Expires: 11-5-19

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Garvin Appraisals & Properties, LLC
5 Calendar Court, Suite 103
Columbia, SC 29206

August 30, 2017

Sean M. Foerster
Rogers Townsend & Thomas
P. O. Box 100200
Columbia, SC 29202

Re: SCBT, N.A. vs Sand Dollar 31, LLC; Rhonda Meisner
Civil Action #2011-CP-40-6317 and 2011-CP-40-6318

Dear Mr. Foerster:

I have contacted the defendant's appraiser, Angela Buckley, and we discussed our appraisals on the properties involved in this proceeding. I appraised 8391 Winnsboro Road, Blythewood, SC 29016 on 09/17/2012 as a manufactured home "as is" for $16,000. According to Ms. Buckley, she appraised this same property as a manufactured home on 09/14/2012 for $20,000 but "subject to" repair work totaling $4,530. If the repair work is deducted from the $20,000 opinion of value the net value of her appraisal is $15,470.

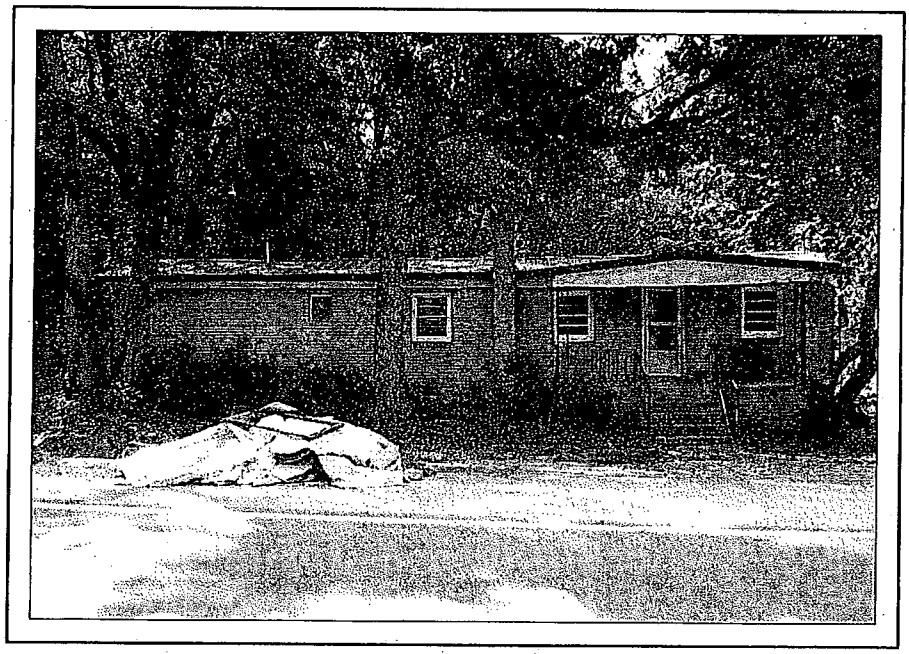
I appraised 4824 Linden Street, Columbia, SC 29203 on 09/13/2012 as a single family residential "as is" for $25,000. According to Ms. Buckley, she appraised this same property on 09/14/2012 for $31,000 but "subject to" repairs of $12,080. If the repair work is deducted from the $31,000 opinion of value the net value of her appraisal is $18,920. Her appraisals are "subject to" the repair work being completed and when and if that occurs then the values are the $20,000 for 8391 Winnsboro Road and $31,000 for 4824 Linden Street. I do not know if Ms. Buckley did any final inspections to determine if the repair work on either property was completed.

I stand by my opinion of value for both properties as of the effective date of my reports shown above. Ms. Buckley has not stated directly to me, but from my conversation I am convinced, that she would concur that she also stands by her opinion of value of the properties as of the effective dates of her appraisals shown above.

If you have any questions or need to discuss this further, please do not hesitate to contact me.

Yours truly

Eugene C. Garvin, Jr.
CR 2746



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

8391 Winnsboro Road
Blythewood, SC 29016

for

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

as of

09/17/2012

by

Eugene Garvin, Jr.
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206

GARVIN APPRAISALS

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GARVIN APPRAISALS
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
803-779-4243

September 21, 2012

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

Property -	8391 Winnsboro Road Blythewood, SC 29016
Borrower -	N/A
File No. -	091218G
Case No. -	

Dear :

In accordance with your request, I have prepared an appraisal of the real property located at 8391 Winnsboro Road, Blythewood, SC.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the Summary Report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 09/17/2012 is :

$16,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

GARVIN APPRAISALS

Eugene Garvin, Jr.
SC Certification #2746

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Manufactured Home Appraisal Report

File # 091218G

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

SUBJECT

Property Address 8391 Winnsboro Road City Blythewood State SC Zip Code 29016
Borrower N/A Owner of Public Record SC Operating Room Equip. County Richland
Legal Description Deed Book 1157, Page 3375
Assessor's Parcel # 10100-01-12 Tax Year 2011 R.E. Taxes $ 512
Neighborhood Name Blythewood Map Reference Blythewood Census Tract 102.00
Occupant [ ] Owner [ ] Tenant [X] Vacant Project Type (if applicable) [ ] PUD [ ] Condominium [ ] Cooperative [ ] Other (describe)
Special Assessments $ N/A HOA $ N/A [ ] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] Other (describe) Determine Market Value for Client
Lender/Client South Carolina Bank & Trust Address 700 Gervais Street, Columbia, SC 29201
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? [ ] Yes [X] No
Report data source(s) used, offering price(s), and date(s). MLS

Manufactured homes located in either a condominium or cooperative project require the appraiser to inspect the project and complete the Project Information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price$ Date of Contract Is the property seller the owner of public record? [ ] Yes [ ] No Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No
If Yes, report the total dollar amount and describe the items to be paid:

I [ ] did [X] did not analyze the manufacturer's invoice. Explain the results of the analysis of the manufacturer's invoice or why the analysis was not performed.
Invoice not available
Retailer's Name (New Construction) N/A

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				Manufactured Housing Trends				Manufactured Housing		Present Land Use %	
Location	[ ] Urban	[ ] Suburban	[X] Rural	Property Values	[ ] Increasing	[X] Stable	[ ] Declining	PRICE	AGE	One-Unit	40.0 %
Built-Up	[ ] Over 75%	[X] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	$(000)	(yrs)	2-4 Unit	%
Growth	[ ] Rapid	[ ] Stable	[X] Slow	Marketing Time	[ ] Under 3 mths	[ ] 3-6 mths	[X] Over 6 mths	15 Low	new	Multi-Family	%
								65 High	50	Commercial	5.0 %
								30 Pred.	20	Other	55.0 %

Neighborhood Boundaries to the north by Wildflower Road & Muller Road, east & south by I-20, and west by SC Hwy 260.

Neighborhood Description The subject property is located approximately 15 miles north of the downtown Columbia area off on the Winnsboro Road in northern Richland County. This area allows for average access to employment centers, shopping and schools. *** See Additional Comments ***

Market Conditions (including support for the above conclusions) Market conditions are currently attractive as interest rates remain at historical lows. Property values in the neighborhood appear to be stable. Supply and demand are in balance with typical exposure times being over six months. *** See Additional Comments ***

SITE

Dimensions unable to obtain dimensions (tax map incl) Area .27+-ac Shape irregular View residential/woods
Specific Zoning Classification RU Zoning Description rural district manufactured homes allowed
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements-Type	Public	Private
Electricity	[X]	[ ]	Water	[ ]	[X] well	Street asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[ ]	[X] septic	Alley none	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [X] No FEMA Flood Zone X FEMA Map # 4501700050 G FEMA Map Date 01/19/94
Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No. If No, describe
Is the site size, shape and topography generally conforming to and acceptable in the market area? [X] Yes [ ] No If No, explain
Is there adequate vehicular access to the subject property? [X] Yes [ ] No If No, describe
Is the street properly maintained? [X] Yes [ ] No If No, describe
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe
However, your appraiser is not an environmental expert.

HUD DATA PLATE

The HUD Data Plate/Compliance Certificate is located on the interior of the subject and contains, among other things, the manufacturer's name, trade/model name, year manufactured and serial number. The HUD Certification Label is located on the exterior of each section of the home.
Is the HUD Data Plate/Compliance Certificate attached to the dwelling? [ ] Yes [X] No If Yes, identify the location. If No, provide the data source(s) for the HUD Data Plate/Compliance Certificate information. No HUD Data Plate/Compliance Certificate information available.
Is a HUD Certification Label attached to the exterior of each section of the dwelling? [ ] Yes [X] No If No, provide the data source(s) for the HUD Certification Label #'s
No HUD Data Plate/Compliance Certification Label #'s available.

Manufacturer's Serial #(s)/VIN #(s) Unknown
HUD Certification Label #(s) Unknown
Manufacturer's Name Unknown Trade/Model Unknown Date of Manufacture Unknown
Do the Wind, Roof Load, and Thermal Zones meet the minimum HUD requirements for the location of the subject property? [X] Yes [ ] No If No, explain
It is assumed that the subject property meets the HUD requirements for its location.

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Manufactured Home Appraisal Report

File # 091218G

GENERAL DESCRIPTION		FOUNDATION		EXTERIOR DESCRIPTION materials/condition		INTERIOR materials/condition	
# of Units	X One ☐ Additions	☐ Poured Concrete ☐ Concrete Runners		Siding	brick veneer/fair	Floors	laminate/vinyl/avg
# of Stories	X 1 ☐ 2 ☐ Other	X Block & Pier ☐ Other-att. description		Exterior Walls	brick/masonite/fair	Walls	panel/drywall/avg
Design (Style)	single wide	☐ Full Basement ☐ Partial Basement		Roof Surface	metal/average	Trim/Finish	wood/avg
# of Sections	X 1 ☐ 2 ☐ 3	Basement Area	None sq. ft.	Gutters & Downspouts	none	Bath Floor	vinyl/fair
☐ Other		Basement Finish	N/A %	Window Type	DH wood/metal/fair	Bath Wainscot	fibrlgs/fair
Type X Det. ☐ Att. ☐ S-Det./End Unit		N Outside Entry/Exit N Sump Pump		Storm Sash/Insulated	none	Car Storage	☐ None
X Existing ☐ Proposed ☐ Under Const.		Evidence of N Infestation		Screens	partial/fair	X Driveway	# of Cars 2
Year Built 1969	Effective Age (Yrs) 30	N Dampness N Settlement		Doors	wood/fair	Driveway Surface	concrete/dirt
Attic	X None	Heating X FWA ☐ HWBB ☐ Radiant		Amenities	☐ WoodStove(s)#	☐ Garage	# of Cars none
☐ Drop Stair	☐ Stairs	☐ Other	Fuel gas	☐ Fireplaces #	X Fence	☐ Carport	# of Cars none
☐ Floor	☐ Scuttle	Cooling X Central Air Conditioning		☐ Patio/Deck	X Porch	☐ Attached	☐ Detached
☐ Finished	☐ Heated	☐ Individual ☐ Other		☐ Pool	☐ Other	☐ Built-in	

Appliances ☐ Refrigerator P Range/Oven ☐ Dishwasher ☐ Disposal ☐ Microwave ☐ Washer/Dryer ☐ Other (describe)

Finished area **above** grade contains: 5 Rooms 3 Bedrooms 1 Bath(s) 920 Square Feet of Gross Living Area Above Grade

Describe any additions or modifications (decks, rooms, remodeling, etc.) The subject property appears to have originally been a single wide manufactured home that has been "bricked in" with a rear addition of two bedrooms & a hallway. The subject property has some panel walls. *** See Additional Comments ***

IMPROVEMENTS

Installer's Name Unknown Date Installed Unknown Model year Unknown

Is the manufactured home attached to a permanent foundation system? X Yes ☐ No If No, describe foundation system and the manner of attachment.

Have the towing hitch, wheels, and axles been removed? X Yes ☐ No If No, explain.

Is the manufactured home permanently connected to a septic tank or sewage system and other utilities? X Yes ☐ No If No, explain

Does the dwelling have sufficient gross living area and room dimensions to be acceptable to the market? X Yes ☐ No If No, explain

Additional features (special energy efficient items, non-realty items, etc.) None

The appraiser must rate the quality of construction for the subject unit based on objective criteria (such as N.A.D.A. Manufactured Housing Appraisal Guide®, Marshall & Swift Residential Cost Handbook®, or other published cost service). The appraiser must also report the source used for this quality of construction rating determination.

Quality ☐ Poor ☐ Fair X Average ☐ Good ☐ Excellent Identify source of quality rating Marshall & Swift

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). The subject property is considered to be in average to fair conditiion. The masonite portion of the exterior siding is deteriorating. At the time of the inspection and according to the owner, the HVAC system was not working and in need of repair. A free standing range was the only appliance in the kitchen. *** See Additional Comments ***

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes X No If Yes, describe

However, your appraiser could conduct a head & shoulders inspection of the crawl space only. It appears the subject foundations is block & brick piers on a brick curtain wall. *** See Additional Comments ***

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? X Yes ☐ No If No, describe

COST APPROACH

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) The site value was estimated from closed sales and active listings in the MLS and information obtained from the Tax Assessor's Web site. The Cost Approach is not required.

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW

Source of cost data | Effective date of cost data | Quality rating from cost service

OPINION OF SITE VALUE		$	Exterior Dimensions of the Subject Unit	
Section One	Sq. ft. @ $	$	X =	Sq. ft.
Section Two	Sq. ft. @ $	$	X =	Sq. ft.
Section Three	Sq. ft. @ $	$	X =	Sq. ft.
Section Four	Sq. ft. @ $	$	X =	Sq. ft.
		$	Total Gross Living Area:	Sq. ft.
		$	Other Data Identification	
		$	N.A.D.A. Data Identification Info: Edition Mo: Yr:	
	Sub-total:	$	MH State: Region: Size: ft. x ft.	
	Cost Multiplier (if applicable):	X	Gray pg. White pg. Black SVS pg.	
	ModifiedSub-total:		15 years and older Conversion Chart pg. Yellow pg.	
	Physical Depreciation or Condition Modifier:		Comments:	
	Functional Obsolescence (not used for N.A.D.A.):			
	External Depreciation or State Location Modifier:			
	Delivery, Installation, and Setup (not used for N.A.D.A.):	$		
	Other Depreciated Site Improvements:	$		
	Market Value of Subject Site (as supported above):	$ 10,000		
	Indicated Value by Cost Approach	$	Estimated Remaining Economic Life (HUD and VA only)	Years

Summary of Cost Approach N/A

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Manufactured Home Appraisal Report

File # 091218G

There are 2 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 34900 to $ 39900

There are 15 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 13000 to $ 40000

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	8391 Winnsboro Road Blythewood, SC 29016	303 Ashley Creek Drive Elgin, SC 29045		709 Big Fork Road Winnsboro, SC 29180		201 Robin Hood Road Elgin, SC 29045	
Proximity to Subject		16.33 miles E		6.26 miles NW		11.05 miles E	
Sale Price	$		$ 21,700		$ 16,000		$ 35,000
Sale Price/Gross Liv. Area	$ sq. ft.	$ 23.48 sq. ft.		$ 13.99 sq. ft.		$ 31.11 sq. ft.	
Manufactured Home		[X] Yes [ ] No		[X] Yes [ ] No		[X] Yes [ ] No	
Data Source(s)		MLS/Tax Assessor		MLS/Tax Assessor		MLS/Tax Assessor	
Verification Source(s)		Appraiser		Appraiser		Appraiser	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		cash no concessions		cash no concessions		unknown unknown	
Date of Sale/Time		06/18/12 closed		09/14/12 closed		02/08/12 closed	
Location	rural	rural		rural		rural	
Leasehold/Fee Simple	fee simple	fee simple		fee simple		fee simple	
Site	.27+-ac	1.04+-ac		1+-ac		1.31+-ac	-2,500
View	resident/woods	woods		resident/woods		resident/woods	
Design (Style)	manufactured	manufactured		manufactured		manufactured	
Quality of Construction	average	average		average		average	
Actual Age	43	20		15		15	
Condition	fair-average	average	-3,000	fair-average		average	-3,000
Above Grade Room Count (Total / Bdrms. / Baths)	5 / 3 / 1	5 / 2 / 2	-3,000	5 / 3 / 2	-3,000	5 / 2 / 2	-3,000
Gross Living Area	920 sq. ft.	924 sq. ft.		1,144 sq. ft.	-4,500	1,125 sq. ft.	-4,100
Basement & Finished Rooms Below Grade	none	none		none		none	
Functional Utility	good	good		good		good	
Heating/Cooling	central	central		none	+2,500	fwa/win units	+2,500
Energy Efficient Items	none	none		none		none	
Garage/Carport	none	none		single carport	-1,000	det dbl garage	-1,500
Porch/Patio/Deck	cpor	deck	+1,000	cpor		deck	+1,000
	no f/p	no f/p		one f/p	-1,000	one f/p	-1,000
Net Adjustment (Total)		[ ] + [X] -	$ -5,000	[ ] + [X] -	$ -7,000	[ ] + [X] -	$ -11,600
Adjusted Sale Price of Comparables		Net Adj. 23.04 % Gross Adj 32.26 %	$ 16,700	Net Adj. 43.75 % Gross Adj 75.00 %	$ 9,000	Net Adj. 33.14 % Gross Adj 53.14 %	$ 23,400

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

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

Data Source(s) bank source/Masters Report

My research [X] did [ ] did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s) Tax Assessor

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 4).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	08/08/2012	12/05/2011		02/08/12
Price of Prior Sale/Transfer	10,501	50,000		26,000
Data Source(s)	Masters Report	tax assessor/MLS	tax assessor/MLS	tax assessor/MLS
Effective Date of Data Source(s)	09/21/2012	09/21/2012	09/21/2012	09/21/2012

Analysis of prior sale or transfer history of the subject property and comparable sales The subject property and comp one were foreclosure sales as shown above. According to the MLS, comp three was an estate sale as shown above. According to the tax assessor's office there were no other prior sales of the subject property within the previous 36 months and no prior sales on comp two within the previous 12 months from the sales date posted above.

Summary of Sales Comparison Approach All three comps are manufactured homes in similar settings as the subject. Based on information obtained from the tax assessor's office a slight adjustment is made for comp three under the "site" item. According to the comments and interior photos posted in the MLS, comps one & three differ slightly as to "condition". Comp three is dated. All three comps exceed the proximity guidelines and the adjustments for all three comps are excessive. This is typical & unavoidable when appraising manufactured homes in this type of rural setting in northern Richland County due to a lack of recent sales in the immediate neighborhood. For valuation purposes, the use of all three comps to determine market value is warranted. *** See Additional Comments ***

Indicated Value by Sales Comparison Approach $ 16,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 16,000 Cost Approach $ Not Required Income Approach (if developed) $ N/A

This appraisal is made [ ] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [X] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. subject to the HVAC system being repaired and becoming operational.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 16,000, as of 09/17/2012, which is the date of inspection and the effective date of this appraisal.

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Manufactured Home Appraisal Report

File # 091218G

ADDITIONAL COMMENTS

This appraisal report is not intended to be used for insurance purposes. I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three year period immediately preceding acceptance of this assignment. This report has been electronically prepared in compliance with the USPAP Guidelines which included a digital signature and adequate security measures in place to protect the integrity of the data produced by the appraiser. There is no personal property included in the value opinion of the subject property.

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae.)

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

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

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (If applicable)

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

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

Legal name of project N/A

Total number of phases	Total number of units	Total number of units sold
Total number of units rented	Total number of units for sale	Data Source(s)

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

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

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

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

Describe common elements and recreational facilities.

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ADDITIONAL COMMENTS

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Lender or Client South Carolina Bank & Trust

SCOPE OF THE APPRAISAL
The Owner of Public Record is the South Carolina Operating Room Equipment, LLC.

NEIGHBORHOOD DESCRIPTION
There is a variety of properties in the general neighborhood including manufactured homes, bungalow residential properties, custom built medium to large homes on multiple acre sites, commercial properties and vacant land. Overall marketability and acceptance for this area is average. The subject property is considered to be on the fringe of the popular Blythewood community.

MARKET CONDITIONS
Homes in the neighborhood are typically financed with VA, FHA and conventional loans with the buyer and seller negotiating closing costs. The exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an anyalysis of past events assuming competitive and open market. The 55% "Other" under the Percent Land Use section above is vacant land.

ADDITIONS / MODIFICATIONS TO SUBJECT
6.5' to 7' ceilings, no attic access found by your appraiser, and block pier foundation. These are all characteristics of a manufactured home. The Richland County Tax Assessor's office indicates the "County Use Code" as Mobile Home and the "Universal Lane Use" as Mobile Home. Therefore, your appraiser is making the assumption that the subject property is a modified manufactured home.

CONDITION OF PROPERTY
There is some type of heating device located in the living room. It is not known if this is a supplemental heating device or if it is operational. The current owner did not know what this was or if it was operational. The power was on and water was on. It appears at one time there was a detached double carport adjacent to the dwelling; however the roof has been removed and the area is now a double car parking pad. Overall quality of construction is considered to be average. There is no functional obsolesence noted. There is a slight degree of external obsolesence due to the subject location on a heavily traveled major road. Physical depreciation is typical of properties of similar age, maintenance and quality of construction.

LIVABILITY, SOUNDESS, STRUCTURAL INTEGRITY
Your appraiser cannot certify to the soundness of the foundation.

SUMMARY OF SALES COMPARISON APPROACH
A final value opinion of $16,000 is within market range. The Intended User of this appraisal report is the Client. The Intended Use is to evaluate the property that is the subject of this appraisal for bank purposes, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of the appraisal form, and Definition of Market Value. No additional Users are identified by the appraiser.

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File # 091218G

This report form is designed to report an appraisal of a one-unit manufactured home; including a manufactured home in a planned unit development (PUD). A Manufactured home located in either a condominium or cooperative project requires the appraiser to inspect the project and complete the project information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

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

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

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

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

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

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

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

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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Manufactured Home Appraisal Report

File # 091218G

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

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I also developed the cost approach to value as support for the sales comparison approach. I have adequate comparable market and cost data to develop reliable sales comparison and cost approaches for this appraisal assignment. I further certify that I considered the income approach to value but did not develop it, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgageloanapplication).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

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

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

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

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

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

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

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

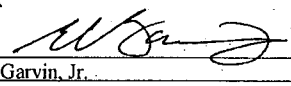
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

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

APPRAISER

Signature 
Name Eugene Garvin, Jr.
Company Name GARVIN APPRAISALS
Company Address 5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
Telephone Number 803-779-4243
Email Address ecgarvin@garvinappraisals.com
Date of Signature and Report September 21, 2012
Effective Date of Appraisal 09/17/2012
State Certification # 2746
or State License #
or Other
State SC
Expiration Date of Certification or License 06/30/2014

ADDRESS OF PROPERTY APPRAISED
8391 Winnsboro Road
Blythewood, SC 29016

APPRAISED VALUE OF SUBJECT PROPERTY $ 16,000

LENDER/CLIENT
Name
Company Name South Carolina Bank & Trust
Company Address 700 Gervais Street, Columbia, SC 29201
Email Address

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name
Company Name
Company Address

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

SUBJECT PROPERTY

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

COMPARABLE SALES

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

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Market Conditions Addendum to the Appraisal Report File No. 091218G

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 8391 Winnsboro Road City Blythewood State SC ZIP Code 29016

Borrower N/A

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

MARKET RESEARCH & ANALYSIS

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)	5	7	3	[ ] Increasing [X] Stable [ ] Declining
Absorption Rate (Total Sales/Months)	0.83	2.33	1.00	[ ] Increasing [X] Stable [ ] Declining
Total # of Comparable Active Listings	4	2	2	[ ] Declining [X] Stable [ ] Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	4.80	0.86	2.00	[ ] Declining [X] Stable [ ] Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Median Comparable Sale Price	$26,000	$32,500	$25,000	[ ] Increasing [X] Stable [ ] Declining
Median Comparable Sales Days on Market	54	54	20	[X] Declining [ ] Stable [ ] Increasing
Median Comparable List Price	$33,950	$22,450	$37,400	[ ] Increasing [X] Stable [ ] Declining
Median Comparable Listings Days on Market	63.5	51.5	64	[ ] Declining [X] Stable [ ] Increasing
Median Sale Price as % of List Price	94.59%	90.26%	90.12%	[ ] Increasing [X] Stable [ ] Declining
Seller-(developer, builder, etc.) paid financial assistance prevalent?		[X] Yes [ ] No		[ ] Declining [X] Stable [ ] Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Seller concessions are typical for this neighborhood and that trend has held steady for the previous 12 months. It does not appear that these concessions are increasing, but as always they are negotiated by the seller & borrower.

Are foreclosure sales (REO sales) a factor in the market? [X] Yes [ ] No If yes, explain (including the trends in listings and sales of foreclosed properties).
Foreclosure sales do occur in this particular market. In the past they were purchased by investors who would repair or renovate the properties and place them back on the market at competitive prices. However with the banks now reluctant to make investor loans they are directly listing REO and often accepting below market offers.

Cite data sources for above information. tax assessor's office/MLS/appraiser's office data

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.
The above data supports the information in the Neighborhood section of the appraisal report. There has been a slowdown of sales in the general area due to the current economic conditions. Due to limited sales, it is difficult to determine if any significant trends have been established.

CONDO/CO-OP PROJECTS

If the subject is a unit in a condominium or cooperative project, complete the following: **Project Name:**

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)				[ ] Increasing [ ] Stable [ ] Declining
Absorption Rate (Total Sales/Months)				[ ] Increasing [ ] Stable [ ] Declining
Total # of Active Comparable Listings				[ ] Declining [ ] Stable [ ] Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				[ ] Declining [ ] Stable [ ] Increasing

Are foreclosure sales (REO sales) a factor in the project? [ ] Yes [ ] No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

APPRAISER

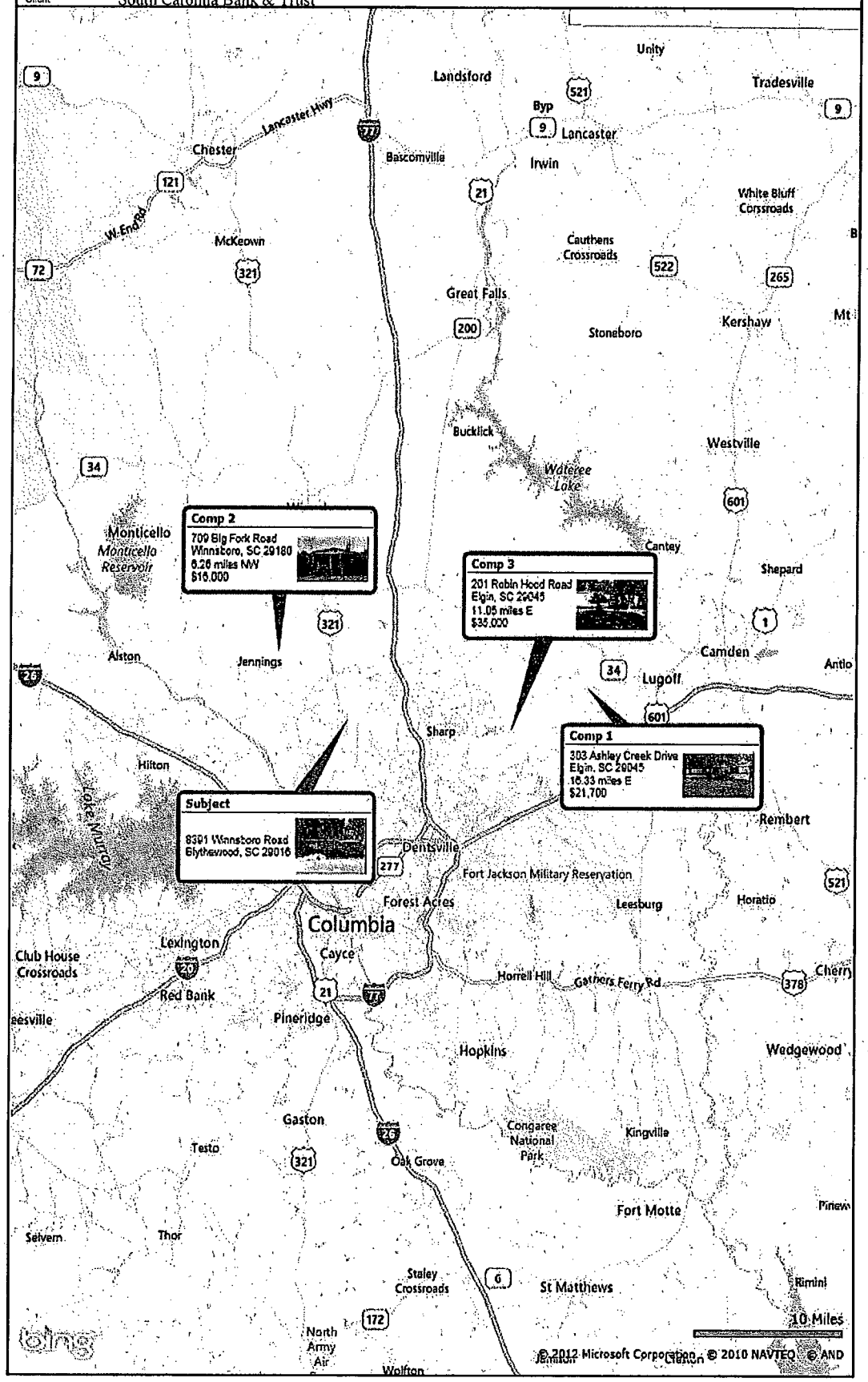
Signature	Signature
Appraiser Name Eugene Garvin, Jr.	Appraiser Name
Company Name GARVIN APPRAISALS	Company Name
Company Address 5 CALENDAR COURT STE 103, COLUMBIA, SC 29206	Company Address
State License/Certification # 2746 State SC	State License/Certification # State
Email Address ecgarvin@garvinappraisals.com	Email Address

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Location Map

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust



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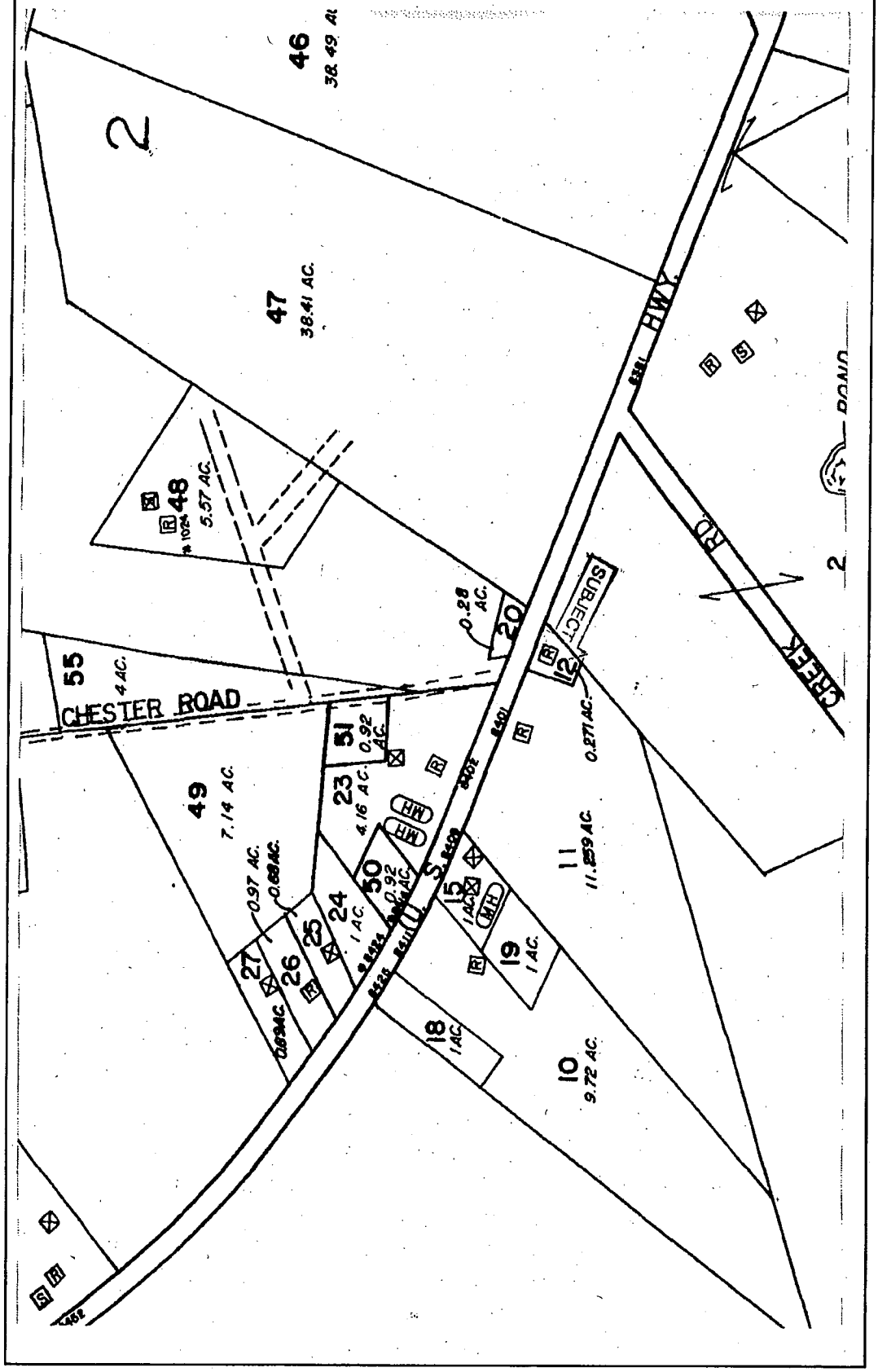
SITE PLAN

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust

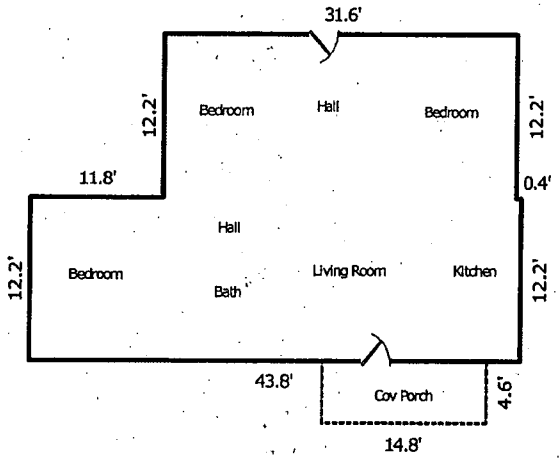


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File No. 091218G

SKETCH ADDENDUM

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust



Sketch by Apex Medina™

Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	919.9	919.9
P/P	Cov Porch	68.1	68.1
Net LIVABLE Area		(rounded)	920

LIVING AREA BREAKDOWN

Breakdown			Subtotals
First Floor			
12.2	x	31.6	385.5
43.8	x	12.2	534.4
2 Items		(rounded)	920

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File No. 091218G

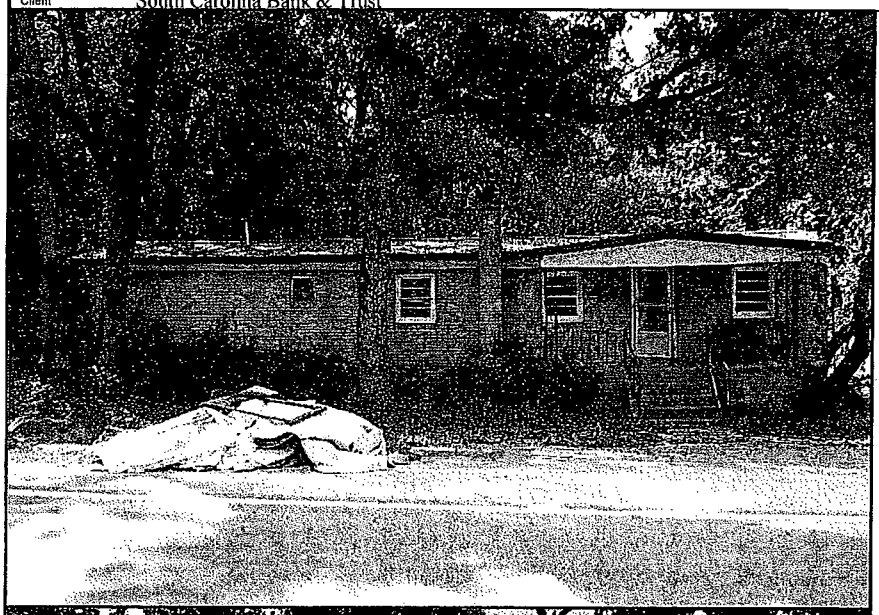
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

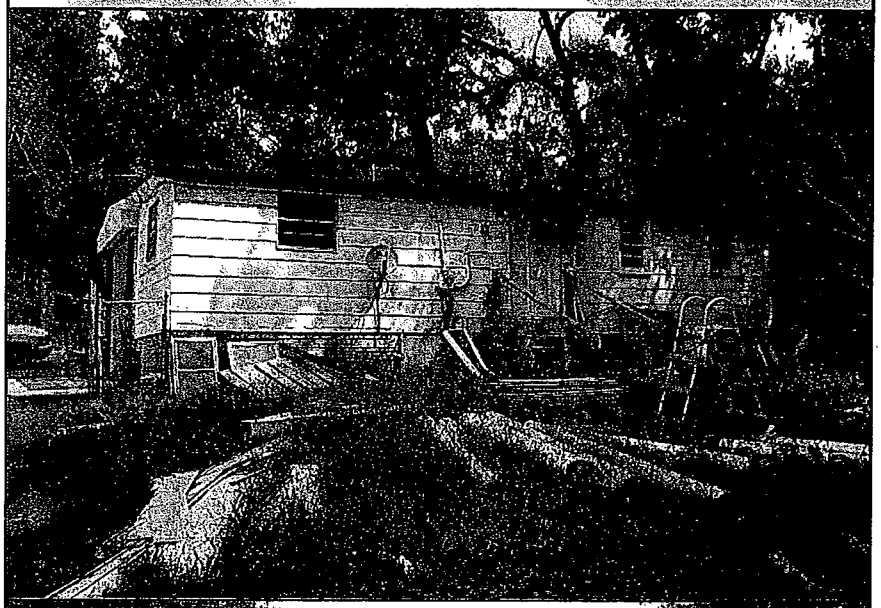
Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust



FRONT VIEW OF SUBJECT PROPERTY



REAR VIEW OF SUBJECT PROPERTY



STREET SCENE OF SUBJECT PROPERTY

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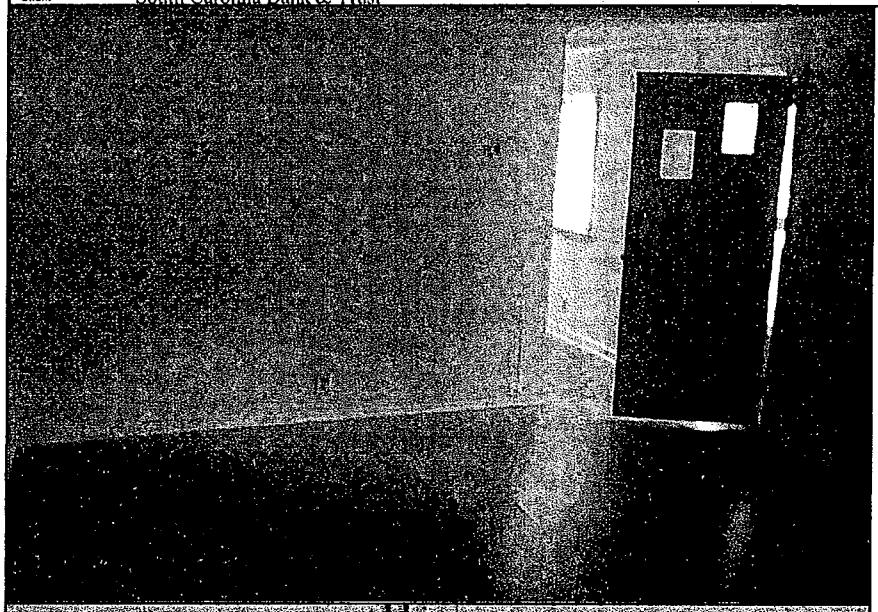
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

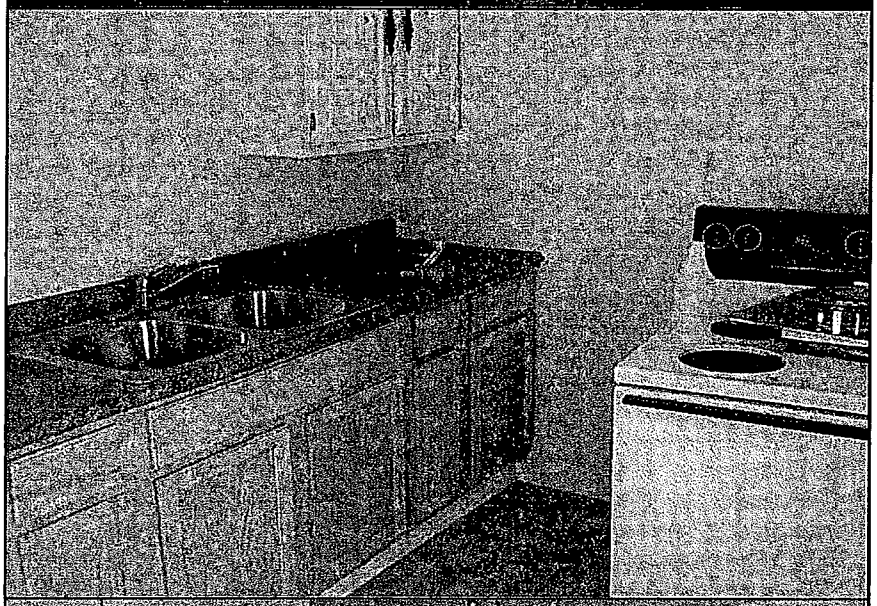
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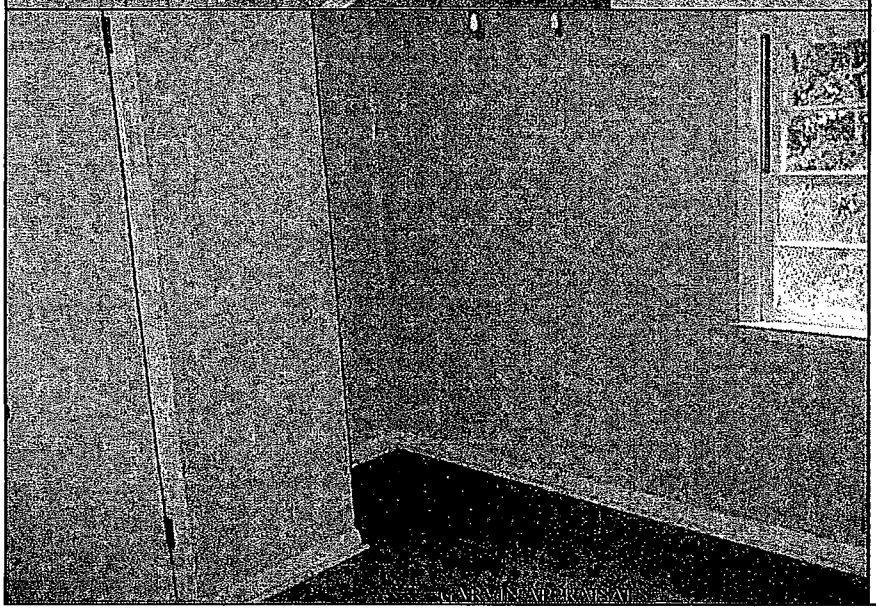
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8391 Winnsboro Road
LIVING ROOM



8391 Winnsboro Road
KITCHEN



8391 Winnsboro Road
BEDROOM

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File No. 091218G

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

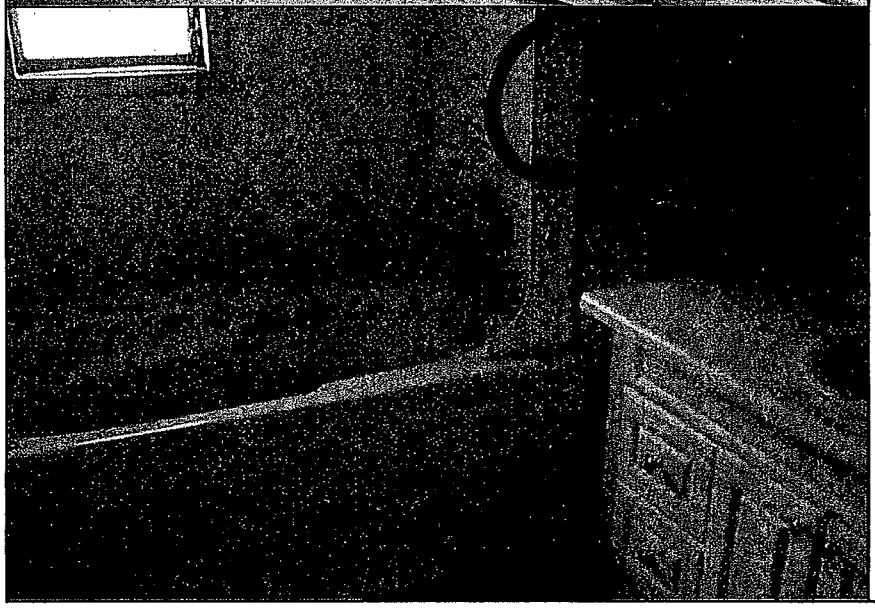
Lender or Client South Carolina Bank & Trust



8391 Winnsboro Road
BEDROOM



8391 Winnsboro Road
BEDROOM



8391 Winnsboro Road
BATH

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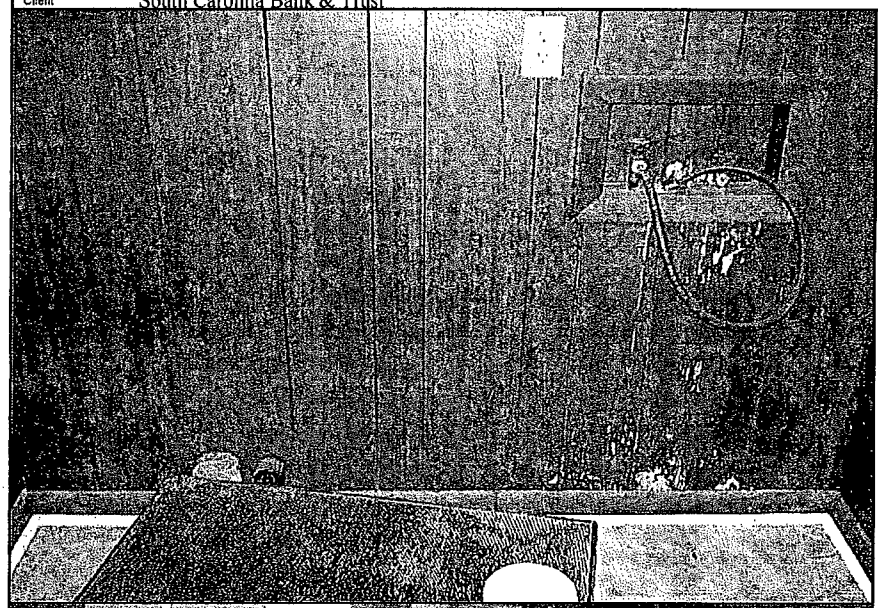
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

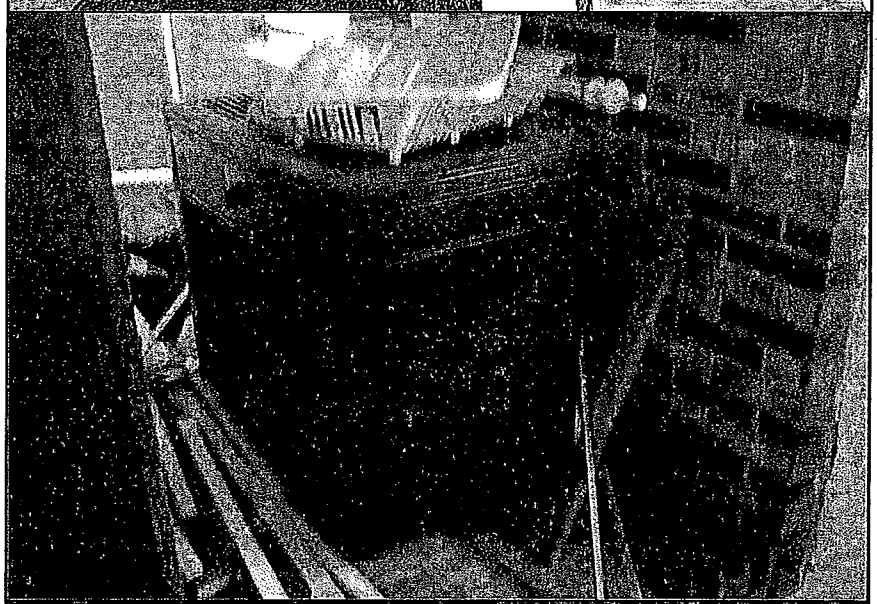
Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust



8391 Winnsboro Road
LAUNDRY CLOSET



8391 Winnsboro Road
HEATING SYSTEM IN LR



8391 Winnsboro Road
CONCRETE BLOCK PIER

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File No. 091218G

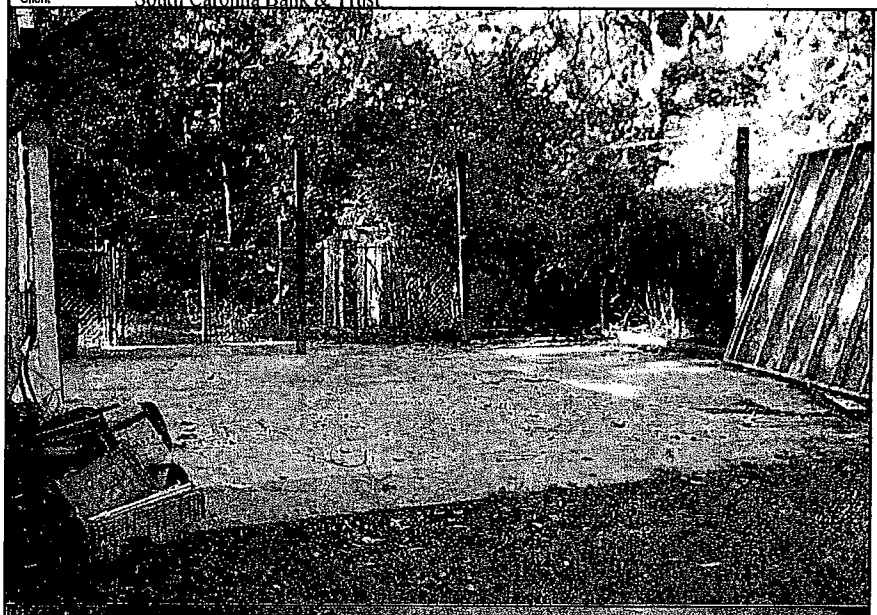
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

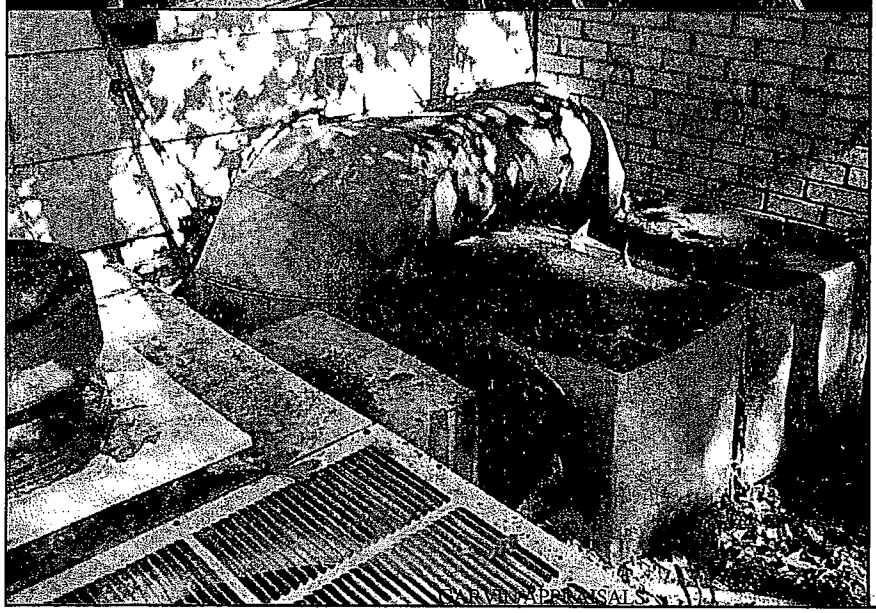
Client South Carolina Bank & Trust



8391 Winnsboro Road
PARKING PAD



8391 Winnsboro Road
DETERIORATING SIDING



8391 Winnsboro Road
HVAC SYSTEM

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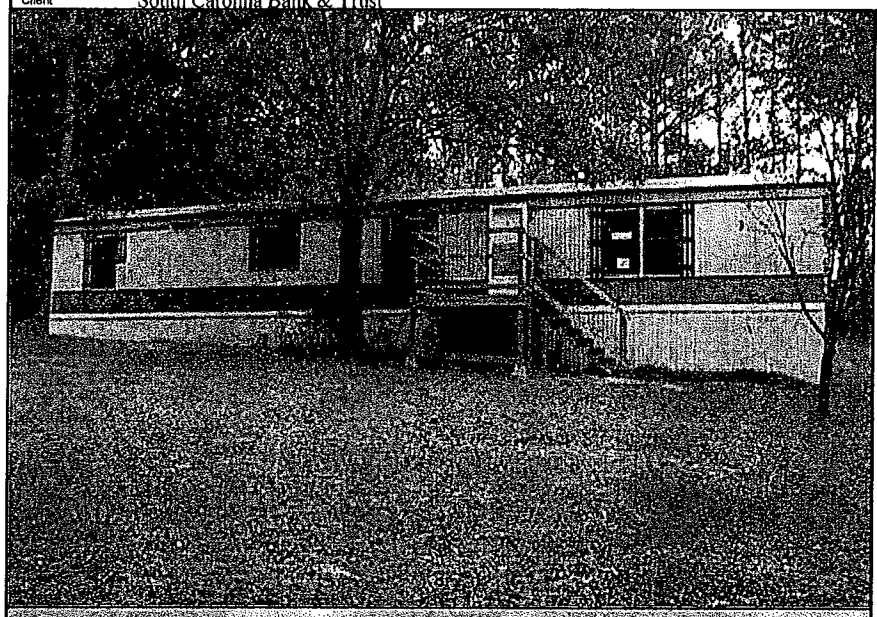
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust



COMPARABLE #1

303 Ashley Creek Drive
Elgin, SC 29045

Price	$21,700
Price/SF	23.48
Date	06/18/12 closed
Age	20
Room Count	5-2-2
Living Area	924
Value Indication	$16,700



COMPARABLE #2

709 Big Fork Road
Winnsboro, SC 29180

Price	$16,000
Price/SF	13.99
Date	09/14/12 closed
Age	15
Room Count	5-3-2
Living Area	1,144
Value Indication	$9,000



COMPARABLE #3

201 Robin Hood Road
Elgin, SC 29045

Price	$35,000
Price/SF	31.11
Date	02/08/12 closed
Age	15
Room Count	5-2-2
Living Area	1,125
Value Indication	$23,400

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File No. 091218G

CURRENT LICENSES

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust

State of South Carolina BCD1017249
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

EUGENE C GARVIN JR

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: 2746

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

State of South Carolina BCD1033[illegible]
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

THOMAS E. GARVIN

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: 4831

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

State of South Carolina BCD1025427
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

O'NEIL H. CANNON II

Is hereby entitled in practice as a:

Certified Residential Appraiser

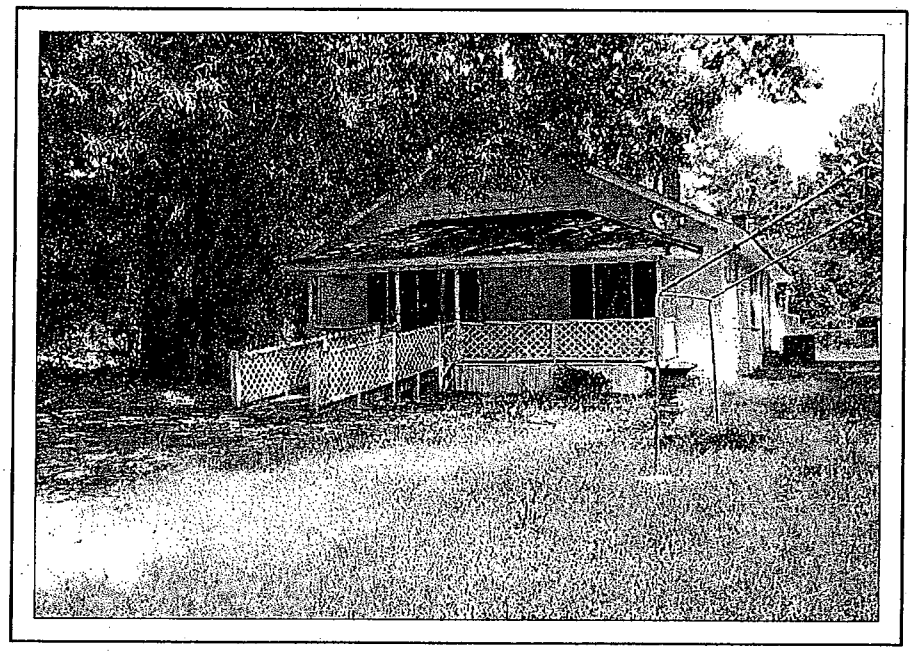
License Number: 4543

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

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File No. 091217G



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

4824 Linden Street
Columbia, SC 29203

for

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

as of

09/13/2012

by

Eugene Garvin, Jr.
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206

GARVIN APPRAISALS

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GARVIN APPRAISALS
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
803-779-4243

September 21, 2012

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

Property -	4824 Linden Street Columbia, SC 29203
Borrower -	N/A
File No. -	091217G
Case No. -	

Dear :

In accordance with your request, I have prepared an appraisal of the real property located at 4824 Linden Street, Columbia, SC.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the Summary Report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 09/13/2012 is :

$25,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

GARVIN APPRAISALS

Eugene Garvin, Jr.
SC Certification #2746

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Uniform Residential Appraisal Report

File # 091217G

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

SUBJECT

Property Address 4824 Linden Street | City Columbia | State SC | Zip Code 29203
Borrower N/A | Owner of Public Record SC Operating Room Equip. | County Richland
Legal Description Lts 12, 13, 14, Block 6 - College View
Assessor's Parcel # 09313-03-21 | Tax Year 2011 | R.E. Taxes $ 1,393
Neighborhood Name College View | Map Reference College View | Census Tract 106.00
Occupant [ ] Owner [ ] Tenant [X] Vacant | Special Assessments $ 0 | [ ] PUD | HOA $ 0 [ ] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] Other (describe) detemine market value for bank
Lender/Client South Carolina Bank & Trust | Address 700 Gervais Street, Columbia, SC 29201
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? [ ] Yes [X] No
Report data source(s) used, offering price(s), and date(s). MLS

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price $ | Date of Contract | Is the property seller the owner of public record? [ ] Yes [ ] No | Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No
If Yes, report the total dollar amount and describe the items to be paid:

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Percent Land Use %	
Location	[X] Urban	[ ] Suburban	[ ] Rural	Property Values	[ ] Increasing	[ ] Stable	[X] Declining	PRICE	AGE	One-Unit	80 %
Built-Up	[X] Over 75%	[ ] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	$(000)	(yrs)	2-4 Unit	2 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[ ] Under 3 mths	[X] 3-6 mths	[ ] Over 6 mths	20 Low	0	Multi-Family	%
Neighborhood Boundaries	to the north by I-20, east by Highway 277, south by Sunset Drive and west by the Broad River.							200 High	90	Commercial	18 %
								65 Pred.	65	Other	%

Neighborhood Description The subject property is located approximately 2 miles north of the downtown Columbia area in the Eau Claire neighborhood. This area allows for good access to employment centers, shopping and schools. *** See Additional Comments ***
Market Conditions (including support for the above conclusions) Market conditions are currently attractive as interest rates remain at historical lows. Property values in the neighborhood area appear to be stable. Supply and demand are in balance with typical exposure times being from three to six months. *** See Additional Comments ***

SITE

Dimensions 75Fx200LSx75Rx200RS | Area 15000 sf | Shape rectangular | View N;Res;
Specific Zoning Classification RS HD | Zoning Description single family residential allowed
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements--Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[X]	[ ]	Alley none/typical	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [X] No | FEMA Flood Zone X | FEMA Map No. 4501700084 G | FEMA Map Date 01/19/94
Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No If No, describe
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe
Drainage and utility easements are typical for the area and don't adversely affect the subject's marketability or value. No adverse easements or encroachments were noted.

IMPROVEMENTS

General Description		Foundation		Exterior Description materials/condition		Interior materials/condition	
Units	[X] One [ ] One with Accessory Unit	[ ] Concrete Slab	[X] Crawl Space	Foundation Walls	piers/fair	Floors	hwd/laminate/avg
# of Stories	1.00	[ ] Full Basement	[ ] Partial Basement	Exterior Walls	aluminum/average	Walls	plaster/panel/avg
Type	[X] Det. [ ] Att. [ ] S-Det/End Unit	Basement Area	0 sq. ft.	Roof Surface	comp shingles/average	Trim/Finish	wood/avg
	[X] Existing [ ] Proposed [ ] Under Const.	Basement Finish	0 %	Gutters & Downspouts	none	Bath Floor	vinyl/avg
Design (Style)	bungalow	[N] Outside Entry/Exit	[N] Sump Pump	Window Type	DH wood/fair	Bath Wainscot	fibrgls/avg
Year Built	1945	Evidence of [N] Infestation		Storm Sash/Insulated	none	Car Storage	[ ] None
Effective Age (Yrs)	40	[N] Dampness	[N] Settlement	Screens	none	[X] Driveway	# of Cars 2
Attic	[ ] None	Heating [X] FWA	[ ] HWBB [ ] Radiant	Amenities	[ ] WoodStove(s)# 0	Driveway Surface	dirt
[X] Drop Stair	[ ] Stairs	[ ] Other	Fuel electric	[ ] Fireplace(s) # 0	[X] Fence part rear	[ ] Garage	# of Cars 0
[ ] Floor	[ ] Scuttle	Cooling [X] Central Air Conditioning		[ ] Patio/Deck none	[X] Porch cpor	[ ] Carport	# of Cars 0
[ ] Finished	[ ] Heated	[ ] Individual	[ ] Other	[ ] Pool none	[ ] Other none	[ ] Att. [ ] Det.	[ ] Built-In

Appliances [ ] Refrigerator [P] Range/Oven [ ] Dishwasher [ ] Disposal [ ] Microwave [ ] Washer/Dryer [ ] Other (describe)
Finished area above grade contains: 5 Rooms | 2 Bedrooms | 1.0 Bath(s) | 1,088 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.) cov front porch w/handicap access ramp, laminate & hardwood flooring, heatpump (2007) according to owner's agent.
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C5;No updates in the prior 15 years;The subject property is in average to fair overall condition. There is no functional or external obsolescence noted and no major repairs cited. Quality of construction is considered to be average to fair. Physical depreciation is typical of properties of similar age, similar maintenance and quality of construction.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [ ] Yes [X] No If Yes, describe
There are no adverse environmental conditions observed by your appraiser for the neighborhood; however your appraiser is not an environmental expert. The subject property was vacant at the time of the appraisal inspection and all utilities were appeared to be operable.
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes [ ] No If No, describe

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Uniform Residential Appraisal Report

File # 091217G

There are 14 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 20,000 to $ 50,000

There are 9 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 21,050 to $ 49,000

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 1	+(-)$ Adjustment	COMPARABLE SALE # 2	+(-)$ Adjustment	COMPARABLE SALE # 3	+(-)$ Adjustment
Address	4824 Linden Street Columbia, SC 29203	5213 Spaulding Avenue Columbia, SC 29203		5113 Holmes Avenue Columbia, SC 29203		4304 Revelstoke Drive Columbia, SC 29203	
Proximity to Subject		0.65 miles E		0.75 miles E		1.14 miles W	
Sale Price	$	$ 24,900		$ 21,050		$ 25,000	
Sale Price/Gross Liv. Area	$ sq. ft.	$ 20.75 sq. ft.		$ 19.07 sq. ft.		$ 27.47 sq. ft.	
Data Source(s)		MLS# 312478;DOM 74		MLS# 304032;DOM 14		MLS# 301798;DOM 162	
Verification Source(s)		Appraiser/MLS		Appraiser/MLS		Appraiser/MLS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		ArmLth Cash;0		REO Cash;0		REO Cash;0	
Date of Sale/Time		s08/12;c08/12		s02/12;c02/12		s06/12;c05/12	
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	15000 sf	6777 sf	0	9305 sf	0	15000 sf	
View	N;Res;	N;Res;		N;Res;		N;Res;	
Design (Style)	1 sty aluminum	1 sty brick ven	0	1 sty brick ven	0	1 sty brick ven	0
Quality of Construction	Q5	Q5		Q5		Q5	
Actual Age	67	59	0	62	0	42	0
Condition	C5	C5		C5		C5	
Above Grade Room Count (Total / Bdrms. / Baths)	5 / 2 / 1.0	5 / 2 / 1.0		5 / 2 / 1.0		5 / 3 / 1.0	0
Gross Living Area	1,088 sq. ft.	1,200 sq. ft.	-2,800	1,104 sq. ft.	0	910 sq. ft.	+4,500
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	average	average		average		average	
Heating/Cooling	central	none	+2,500	central		central	
Energy Efficient Items	none	none		none		none	
Garage/Carport	none	none		none		none	
Porch/Patio/Deck	cpor	cpor		cstp	+1,000	cstp	+1,000
	no fireplace	no fireplace		one fireplace	-1,000	no fireplace	
Net Adjustment (Total)		[ ] + [X] -	$ -300	[ ] + [ ] -	$ 0	[X] + [ ] -	$ 5,500
Adjusted Sale Price of Comparables		Net Adj. 1.20 % Gross Adj. 21.29 %	$ 24,600	Net Adj. 0.00 % Gross Adj. 9.50 %	$ 21,050	Net Adj. 22.00 % Gross Adj. 22.00 %	$ 30,500

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

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

Data Source(s) bank source/Masters Report

My research [X] did [ ] did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s) tax assessor/MLS

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

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	08/08/2012	12/05/11 & 05/21/12	01/23/2012	11/02/2011
Price of Prior Sale/Transfer	$25,001	$2,500 & $9,850	$26,704	$28,000
Data Source(s)	Masters Report	tax assessor/MLS	tax assessor/MLS	tax assessor/MLS
Effective Date of Data Source(s)	09/17/2012	09/17/2012	09/17/2012	09/17/2012

Analysis of prior sale or transfer history of the subject property and comparable sales According to information provided to your appraiser the subject property was a foreclosure sale as shown above. There have been no othe sales within the previous 36 months on the subject property. According to the tax assessor's office, comps one, two, three, four & six were foreclosure sales as shown above. There was no sale for the previous 12 months for comp five.

Summary of Sales Comparison Approach All six comps are located in the Eau Claire community, like the subject. Comp two is dated and comps five & six are current listings. Comps three & six exceed the line, net & gross adjustment guidelines due to the variance in gross living area. Comp four exceeds the line & gross adjustment guidelines due to the gross living area and other warranted adjustments. Due to location, similarity to the subject and/or the lack of recent sales data the use of all six comps is warranted. Comp four has masonite exterior siding & the adjustment is made under the "design" item. A final value opinion of $25,000 is within market range. The Intended User of this appraisal report is the Lender/Client. *** See Additional Comments ***

Indicated Value by Sales Comparison Approach $ 25,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 25,000 Cost Approach (If developed) $ 29,115 Income Approach (If developed) $ N/A

The Sales Comparison Analysis is given the most weight since it best reflects the actions of buyers and sellers in the market. The Cost Approach supports the Sales Analysis but was given less weight overall. The Income Approach was not considered appropriate for this type of single family residential property. *** See Additional Comments ***

This appraisal is made [X] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [ ] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 25,000, as of 09/13/2012, which is the date of inspection and the effective date of this appraisal.

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File No. 091217G

ADDITIONAL COMPARABLES

Borrower N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Lender/Client South Carolina Bank & Trust

FEATURE	SUBJECT	COMPARABLE SALE NO. 4	+(-)$ Adjustment	COMPARABLE SALE NO. 5	+(-)$ Adjustment	COMPARABLE SALE NO. 6	+(-)$ Adjustment
Address	4824 Linden Street Columbia, SC 29203	5745 Colonial Drive Columbia, SC 29203		4902 Linden Street Columbia, SC 29203		4844 Linden Street Columbia, SC 29203	
Proximity to Subject		1.40 miles E		0.05 miles N		0.04 miles N	
Sale Price	$	$ 22,050		$ 33,500		$ 29,500	
Sale Price/Gross Liv. Area	$ sq. ft.	$ 21.51 sq. ft.		$ 33.50 sq. ft.		$ 31.93 sq. ft.	
Data Source(s)		MLS# 306148;DOM 15		MLS# 298007;DOM 364		MLS# 301794;DOM 285	
Verification Source(s)		Appraiser/MLS		Appraiser/MLS		Appraiser/MLS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION		DESCRIPTION		DESCRIPTION	
Sale or Financing Concessions		REO Other;0		Listing		Listing	
Date of Sale/Time		s04/12;c03/12		Active		Active	
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	15000 sf	6733 sf	0	9020 sf	0	14731 sf	0
View	N;Res;	N;Res;		N;Res;		N;Res;	
Design (Style)	1 sty aluminum	1 sty masonite	+2,000	1 sty vinyl	0	1 sty brick ven	0
Quality of Construction	Q5	Q5		Q5		Q5	
Actual Age	67	27	0	59	0	59	0
Condition	C5	C5		C5		C5	
Above Grade Room Count (Total / Bdrms. / Baths)	5 / 2 / 1.0	5 / 3 / 1.1	-2,500	5 / 2 / 1.0		5 / 2 / 1.0	
Gross Living Area	1,088 sq. ft.	1,025 sq. ft.	+1,600	1,000 sq. ft.	+2,200	924 sq. ft.	+4,100
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	average	average		average		average	
Heating/Cooling	central	central		central		central	
Energy Efficient Items	none	none		none		none	
Garage/Carport	none	none		none		none	
Porch/Patio/Deck	cpor	cstp	+1,000	cstp/wkshop	0	cstp	+1,000
	no fireplace	no fireplace		no fireplace		no fireplace	
Net Adjustment (Total)		[X] + [ ] -	$ 2,100	[X] + [ ] -	$ 2,200	[X] + [ ] -	$ 5,100
Adjusted Sale Price of Comparables		Net Adj. 9.52 % Gross Adj. 32.20 %	$ 24,150	Net Adj. 6.57 % Gross Adj. 6.57 %	$ 35,700	Net Adj. 17.29 % Gross Adj. 17.29 %	$ 34,600

ITEM	SUBJECT	COMPARABLE SALE #4	COMPARABLE SALE #5	COMPARABLE SALE #6
Date of Prior Sale/Transfer	08/08/2012	12/05/2011		10/06/2011
Price of Prior Sale/Transfer	$25,001	$100		$31,926
Data Source(s)	Masters Report	tax assessor/MLS	tax assessor/MLS	tax assessor/MLS
Effective Date of Data Source(s)	09/17/2012	09/17/2012	09/17/2012	09/17/2012

Comment on Sales Comparison

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File # 091217G

ADDITIONAL COMMENTS

This appraisal report is not intended to be used for insurance purposes. There is no personal property included in the value opinion of the subject property. I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three year period immediately preceding acceptance of this assignment. NOTE: The current Fannie Mae forms do not include this on the certification page. This report has been electronically prepared in compliance with the USPAP Guidelines which included a digital signature and adequate security measures in place to protect the integrity of the data produced by the appraiser.

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

The estimated opinion of value of the subject site is derived from previous sales, information obtained from the tax assessor's office and appraisals on similar lots within the subject neighborhood.

ESTIMATED [ ] REPRODUCTION OR [X] REPLACEMENT COST NEW	OPINION OF SITE VALUE	=$ 8,500
Source of cost data Marshall & Swift/local builders	Dwelling 1,088 Sq. Ft. @ $ 50.00	=$ 54,400
Quality rating from cost service avg-fair Effective date of cost data 06/2012	Sq. Ft. @ $	=$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	cpor	1,500
The cost approach estimates the replacement cost of the improvements plus the estimated value of the subject lot. Cost figures are based on data on file and information from local contractors. The land cost to value ratio is normal for this area. Remaining Economic Life = 20 years	Garage/Carport Sq. Ft. @ $	=$ 0
	Total Estimate of Cost-New	=$ 55,900
	Less Physical / Functional / External	
	Depreciation 37,285	=$ (37,285)
	Depreciated Cost of Improvements	=$ 18,615
	'As-Is' Value of Site Improvements	=$ 2,000
		=$
Estimated Remaining Economic Life (HUD and VA only) 20 Years	Indicated Value By Cost Approach	=$ 29,115

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

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

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

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

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

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

Legal name of project N/A

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

Total number of units rented | Total number of units for sale | Data Source(s)

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

Does the project contain any multi-dwelling units? [ ] Yes [ ] No Data Source(s)

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

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

Describe common elements and recreational facilities

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ADDITIONAL COMMENTS

Borrower or Owner	N/A
Property Address	4824 Linden Street
City	Columbia
County	Richland
State	SC
Zip Code	29203
Lender or Client	South Carolina Bank & Trust

SCOPE OF APPRAISAL

The Owner of Public Record is South Carolina Operating Room Equimpment, LLC.

NEIGHBORHOOD DESCRIPTION

Homes in the immediate neighborhood are typially small to medium in size and are of fair to average quality of construction. Overall marketability and acceptance for this area is average.

MARKET CONDITIONS

Homes in the this area are typically financed with FHA, VA and conventional loans with the buyer and seller negotiating closing costs. The exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. As information, the Fannie Mae definitiion is used, such as lender work.

SALES COMPARISON APPROACH

The Intended Use is to evaluate the property that is the subject of this appraisal for bank purposes, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of the appraisal form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

RECONCILIATION

Single family properties of this type are not typically valued based on their income potential. The Income Approach was not used in the valuation of the subject property because of a lack of sufficient recent sales with rental information to develop and adequately support a gross rent multiplier. The Cost Approach was given less weight due to the relative difficulty in accurately estimating accrued depreciation. The conclusions of the Sales Comparison Analysis give the best indication of the most probable price the subject property would bring on the open market.

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

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

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

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

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

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

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

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

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

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

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

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

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

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

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

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

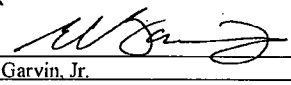
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

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

APPRAISER

Signature 
Name Eugene Garvin, Jr.
Company Name GARVIN APPRAISALS
Company Address 5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
Telephone Number 803-779-4243
Email Address ecgarvin@garvinappraisals.com
Date of Signature and Report 09/21/2012
Effective Date of Appraisal 09/13/2012
State Certification # 2746
or State License #
or Other State #
State SC
Expiration Date of Certification or License 06/30/2014

ADDRESS OF PROPERTY APPRAISED
4824 Linden Street
Columbia, SC 29203
APPRAISED VALUE OF SUBJECT PROPERTY $ 25,000
LENDER/CLIENT
Name No AMC
Company Name South Carolina Bank & Trust
Company Address 700 Gervais Street
Columbia, SC 29201
Email Address

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name
Company Name
Company Address

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

SUBJECT PROPERTY

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

COMPARABLE SALES

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

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Market Conditions Addendum to the Appraisal Report File No. 091217G

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 4824 Linden Street City Columbia State SC ZIP Code 29203

Borrower N/A

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

MARKET RESEARCH & ANALYSIS

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)	3	3	3	[ ] Increasing [X] Stable [ ] Declining
Absorption Rate (Total Sales/Months)	0.50	1.00	1.00	[ ] Increasing [X] Stable [ ] Declining
Total # of Comparable Active Listings	12	14	14	[ ] Declining [X] Stable [ ] Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	24.00	14.00	14.00	[ ] Declining [X] Stable [ ] Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Median Comparable Sale Price	$22,000	$25,000	$24,900	[ ] Increasing [X] Stable [ ] Declining
Median Comparable Sales Days on Market	74	113	195	[ ] Declining [X] Stable [ ] Increasing
Median Comparable List Price	$37,000	$34,250	$39,000	[ ] Increasing [X] Stable [ ] Declining
Median Comparable Listings Days on Market	279.5	258	242	[X] Declining [ ] Stable [ ] Increasing
Median Sale Price as % of List Price	87.30%	94.41%	89.25%	[ ] Increasing [X] Stable [ ] Declining
Seller-(developer, builder, etc.) paid financial assistance prevalent?		[X] Yes [ ] No		[ ] Declining [X] Stable [ ] Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Seller concessions are typical for this neighborhood and that trend has held steady for the previous 12 months. It does not appear that these concessions are increasing, but as always they are negotiated by the seller & borrower.

Are foreclosure sales (REO sales) a factor in the market? [X] Yes [ ] No If yes, explain (including the trends in listings and sales of foreclosed properties).

Foreclosure sales do occur in this particular market. In the past they were purchased by investors who would repair or renovate the properties and place them back on the market at competitive prices. However with the banks now reluctant to make investor loans they are directly listing REO and often accepting below market offers.

Cite data sources for above information. tax assessor's office/CMLS/appraiser's office data

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

The above data supports the information in the Neighborhood section of the appraisal report. There has been a slowdown of sales in the general area due to the current economic conditions. Due to limited sales, it is difficult to determine if any significant trends have been established.

CONDO/CO-OP PROJECTS

If the subject is a unit in a condominium or cooperative project, complete the following: Project Name:

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)				[ ] Increasing [ ] Stable [ ] Declining
Absorption Rate (Total Sales/Months)				[ ] Increasing [ ] Stable [ ] Declining
Total # of Active Comparable Listings				[ ] Declining [ ] Stable [ ] Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				[ ] Declining [ ] Stable [ ] Increasing

Are foreclosure sales (REO sales) a factor in the project? [ ] Yes [ ] No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

APPRAISER

Signature	Signature
Appraiser Name Eugene Garvin, Jr.	Appraiser Name
Company Name GARVIN APPRAISALS	Company Name
Company Address 5 CALENDAR COURT STE 103, COLUMBIA, SC 29206	Company Address
State License/Certification # 2746 State SC	State License/Certification # State
Email Address ecgarvin@garvinappraisals.com	Email Address

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File No. 091217G
Case No.

Borrower N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Lender/Client South Carolina Bank & Trust Address 700 Gervais Street, Columbia, SC 29201

Requirements - Condition and Quality Ratings Usage

Appraisers must utilize the following standardized conditions and quality ratings within the appraisal report.

Condition Ratings and Definitions

C1 - The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.*

**Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

C2 - The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finished have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

C3 - The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

C4 - The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

C5 - The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

C6 - The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Quality Ratings and Definitions

Q1 - Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified use. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are exceptionally high quality.

Q2 - Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q3 - Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4 - Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5 - Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6 - Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated - Little or no updating or modernization. This description includes, but is not limited to, new homes. Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated - The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost. An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled - Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion. A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example: 3.2 indicates three full baths and two half baths.

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Requirements - Abbreviations Used in Data Standardization Text

File No. 091217G
Case No.

Abbreviation	Full Name	Appropriate Fields
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
A	Adverse	Location & View
ArmLth	Arms Length Sale	Sale or Financing Concessions
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
B	Beneficial	Location & View
Cash	Cash	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
Comm	Commercial Influence	Location
c	Contracted Date	Date of Sale/Time
Conv	Conventional	Sale or Financing Concessions
CrtOrd	Court Ordered Sale	Sale or Financing Concession
DOM	Days On Market	Data Sources
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
Ind	Industrial	Location & View
In	Interior Only Stairs	Basement & Finished Rooms Below Grade
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
Listing	Listing	Sale or Financing Concessions
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
BsyRdm	Busy Road	Locations
o	Other	Basement & Finished Rooms Below Grade
Prk	Park View	View
Pstrl	Pastoral View	View
PwrLn	Power Lines	View
PubTrn	Public Transportation	Location
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
s	Settlement Date	Date of Sale/Time
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdraw Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
wu	Walk Up Basement	Basement & Finished Rooms Below Grade
WtrFr	Water Frontage	Location
Wtr	Water View	View
Woods	Woods View	View

ABBREVIATED ENTRY	OVERALL VIEW RATING
N	Neutral
B	Beneficial
A	Adverse

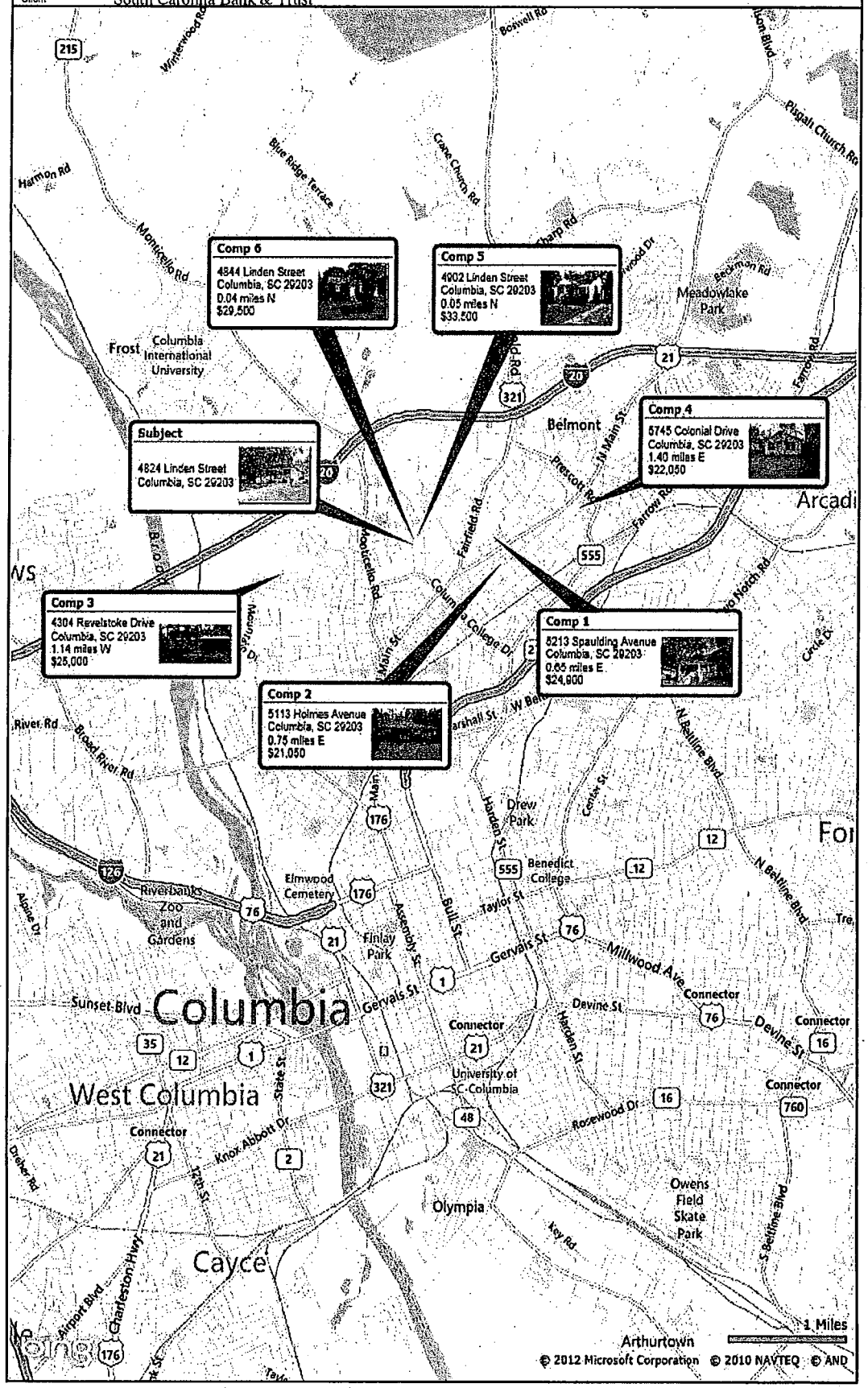
ABBREVIATED ENTRY	VIEW FACTOR
Wtr	Water View
Pstrl	Pastoral View
Woods	Woods View
Prk	Park View
Glfvw	Golf Course View
CtySky	City View Skyline View
Mtn	Mountain View
Res	Residential View
CtyStr	City Street View
Ind	Industrial View
PwrLn	Power Lines
LtdSght	Limited Sight
See Instructions Below	Other - Appraiser to enter a description of the view*

Other: If a view factor not on this list materially affects the value of the subject property, the appraiser must enter a description of the view associated with the property (see second example below). The description entered must follow a reader of the appraisal report or understand what the view associated with the property actually is. Descriptors such as 'None', 'N/A', 'Typical', 'Average', etc., are unacceptable. Descriptions should be entered carefully because the same text will be represented in both the site section and the comparable sales grid for the subject property. The text must fit in the allowable space.

File No. 091217G

Location Map

Borrower or Owner	N/A				
Property Address	4824 Linden Street				
City	Columbia	County	Richland	State	SC	Zip Code	29203
Client	South Carolina Bank & Trust				

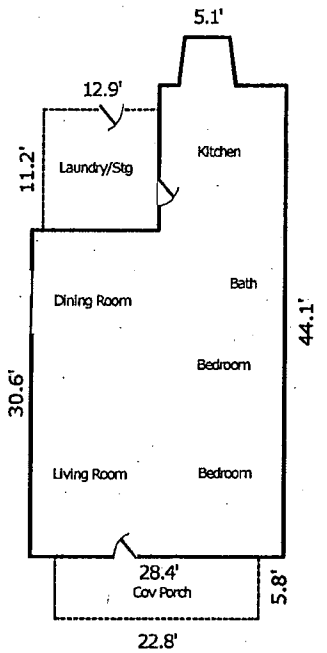


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File No. 091217G

SKETCH ADDENDUM

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust



Sketch by Apex Medina™

Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	1088.2	1088.2
P/P	Encl Porch	144.5	
	Cov Porch	132.2	276.7
	Net LIVABLE Area	(rounded)	1088

LIVING AREA BREAKDOWN

Breakdown				Subtotals
First Floor				
0.5 x	4.5	x	0.7	1.6
	30.6	x	28.4	869.0
	13.5	x	14.3	193.1
0.5 x	0.7	x	4.5	1.6
	5.1	x	4.5	23.0
5 Items			(rounded)	1088

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File No. 091217G

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

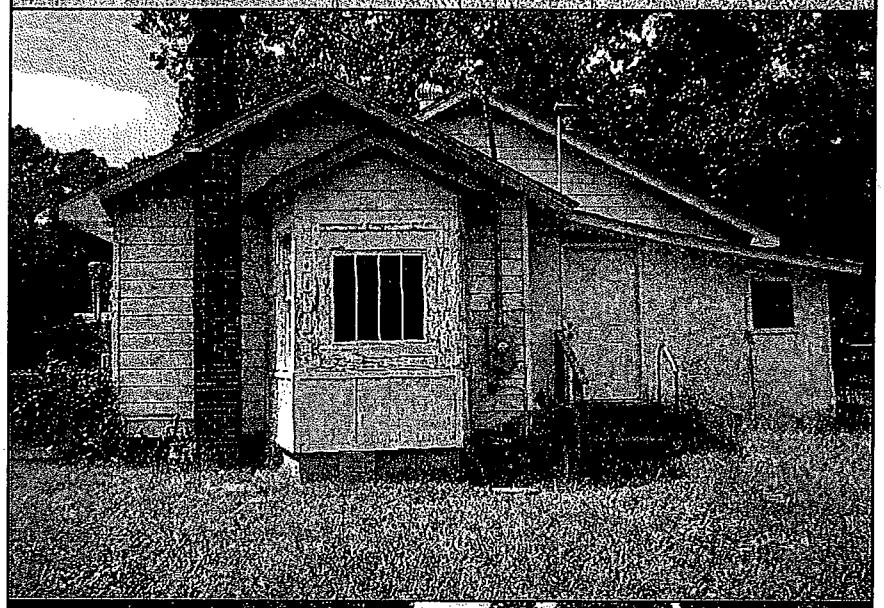
Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



FRONT VIEW OF SUBJECT PROPERTY



REAR VIEW OF SUBJECT PROPERTY



STREET SCENE OF SUBJECT PROPERTY

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File No. 091217G

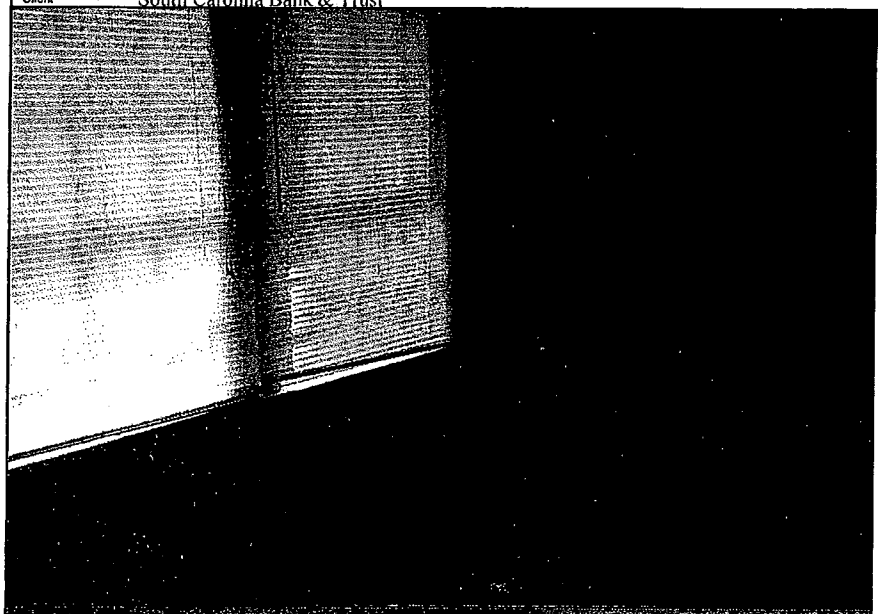
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

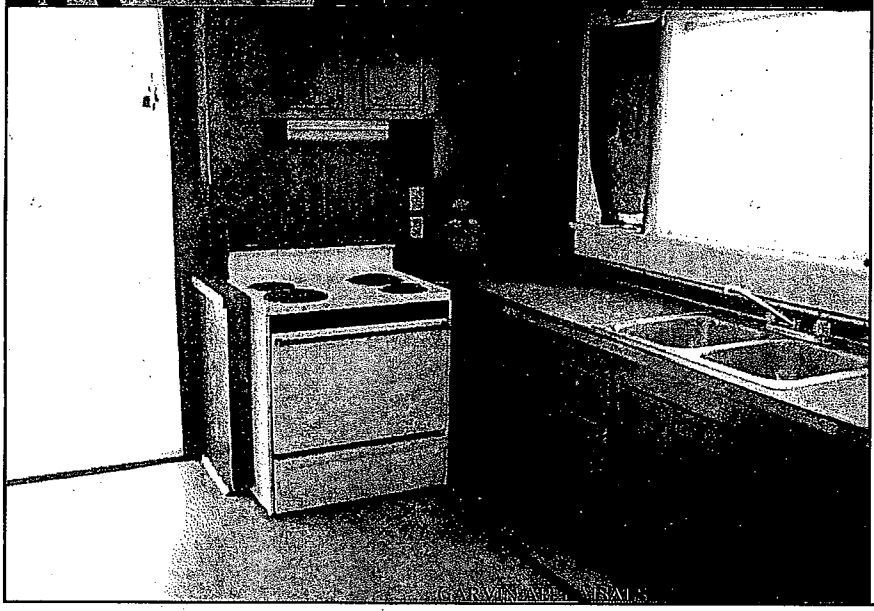
Client South Carolina Bank & Trust



4824 Linden Street
LIVING ROOM



4824 Linden Street
DINING ROOM



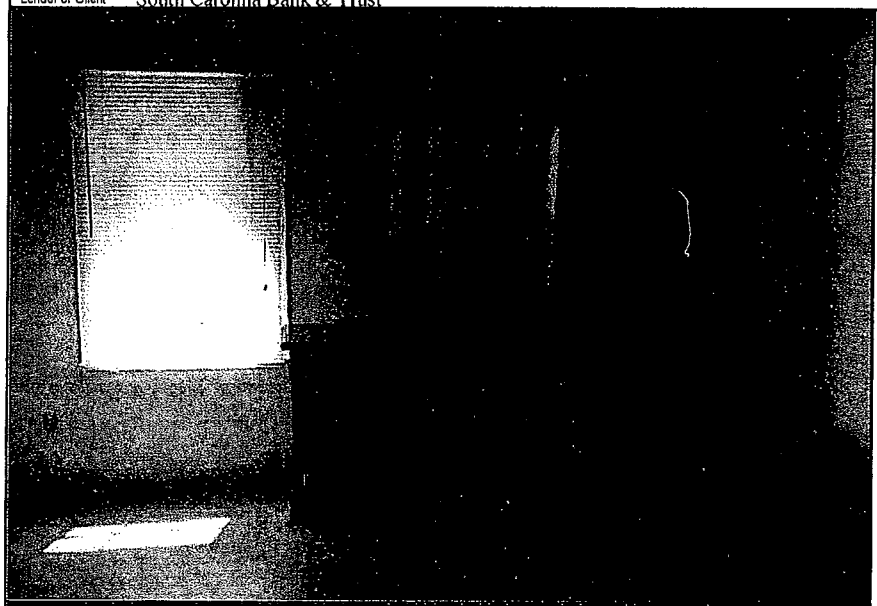
4824 Linden Street
KITCHEN

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File No. 091217G

PHOTOGRAPH ADDENDUM

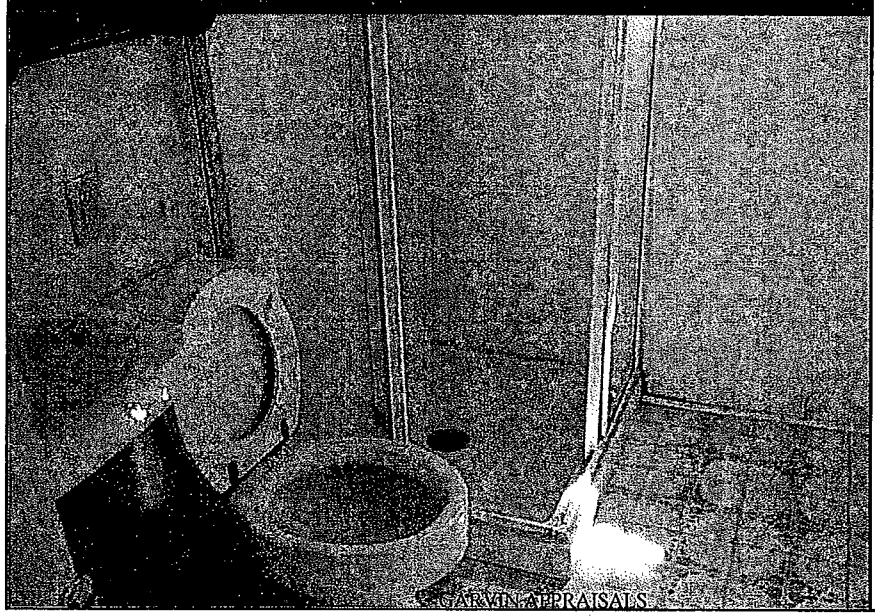
Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Lender or Client South Carolina Bank & Trust



4824 Linden Street
BEDROOM



4824 Linden Street
BEDROOM



4824 Linden Street
BATH

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File No. 091217G

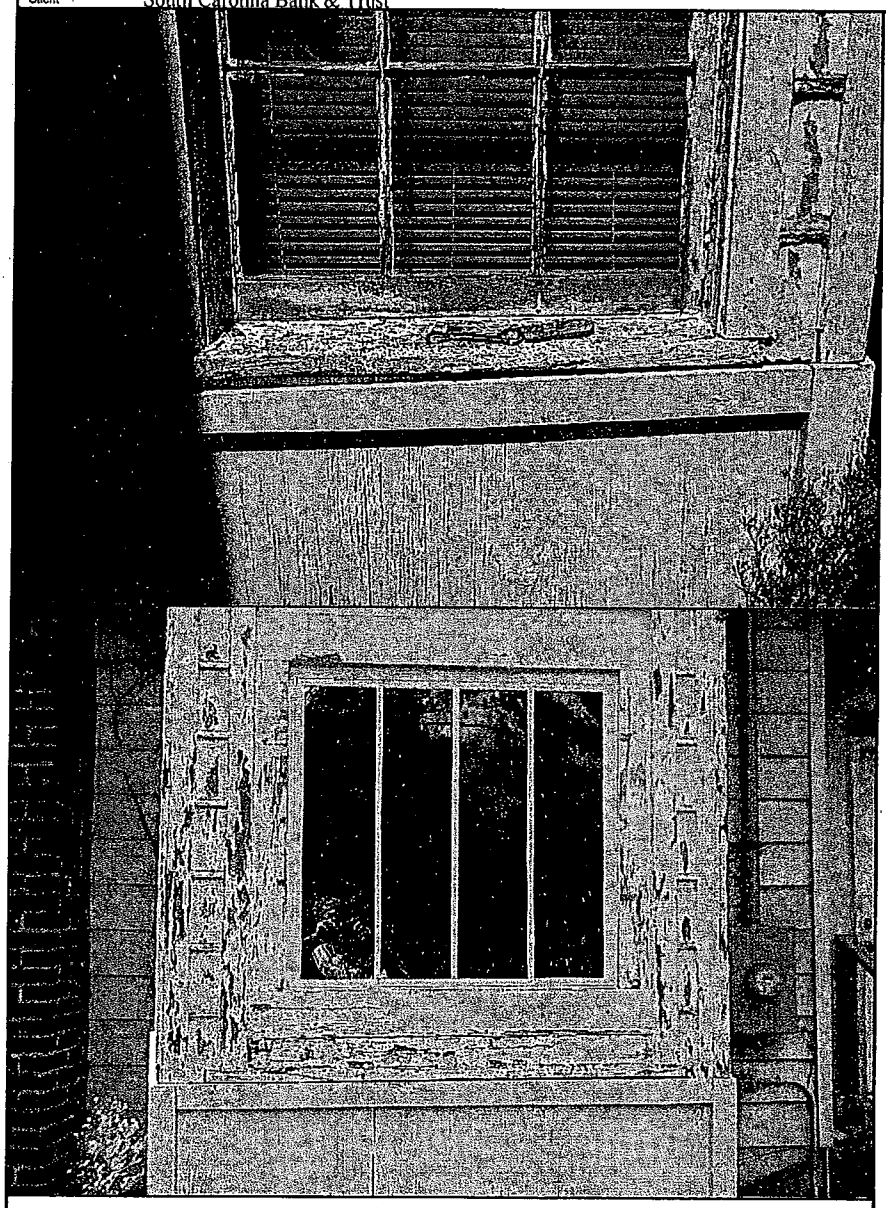
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



4824 Linden Street
PEELING PAIN

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File No. 091217G

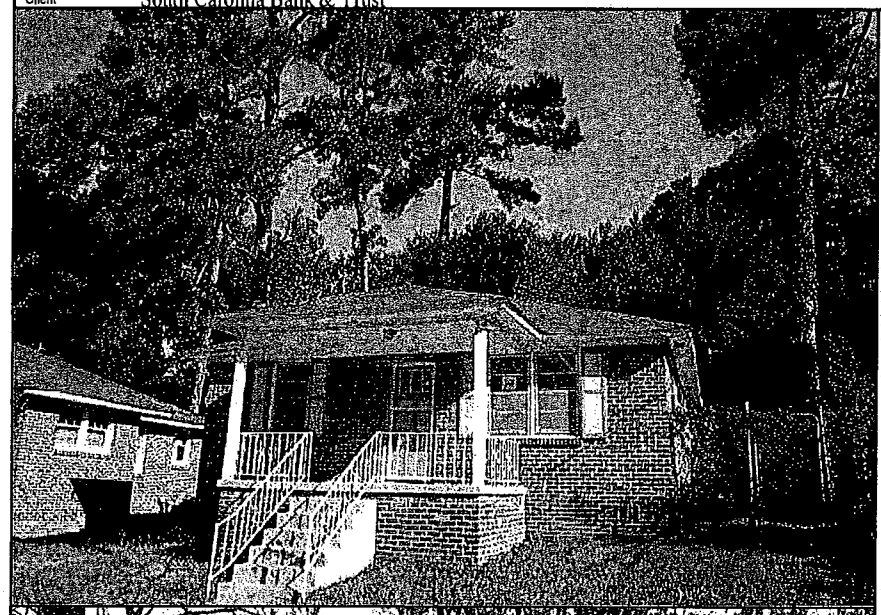
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

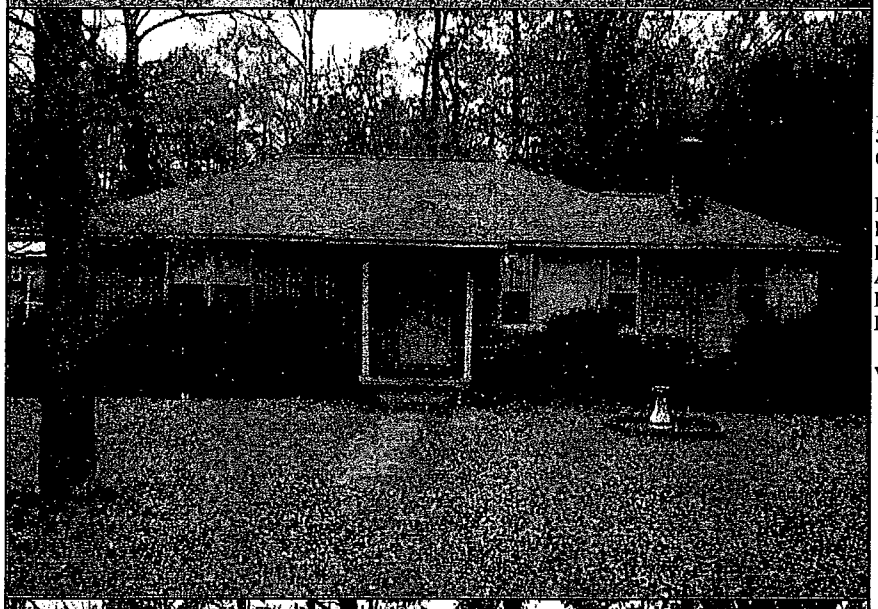
Client South Carolina Bank & Trust



COMPARABLE #1

5213 Spaulding Avenue
Columbia, SC 29203

Price	$24,900
Price/SF	20.75
Date	s08/12;c08/12
Age	59
Room Count	5-2-1.0
Living Area	1,200
Value Indication	$24,600



COMPARABLE #2

5113 Holmes Avenue
Columbia, SC 29203

Price	$21,050
Price/SF	19.07
Date	s02/12;c02/12
Age	62
Room Count	5-2-1.0
Living Area	1,104
Value Indication	$21,050



COMPARABLE #3

4304 Revelstoke Drive
Columbia, SC 29203

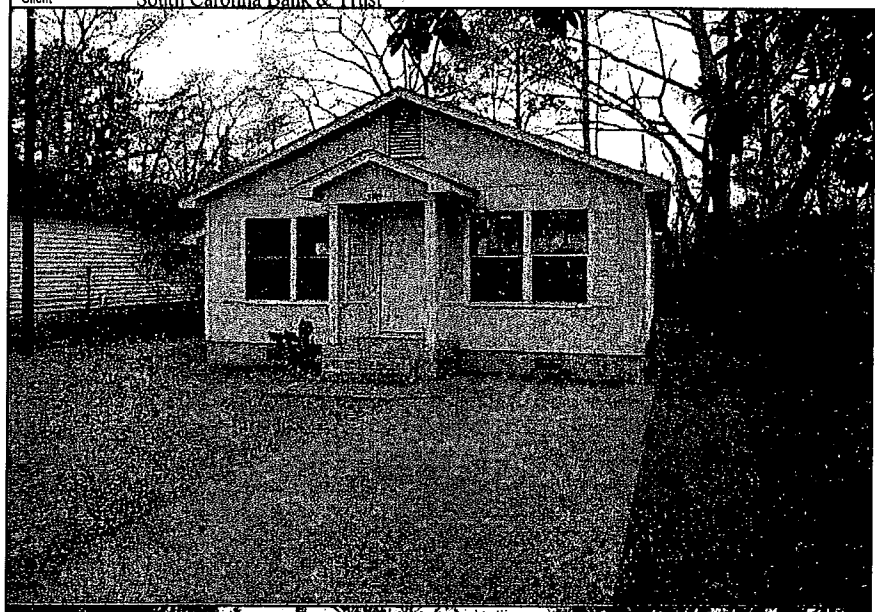
Price	$25,000
Price/SF	27.47
Date	s06/12;c05/12
Age	42
Room Count	5-3-1.0
Living Area	910
Value Indication	$30,500

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File No. 091217G

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust



COMPARABLE #4

5745 Colonial Drive
Columbia, SC 29203

Price	$22,050
Price/SF	21.51
Date	s04/12;c03/12
Age	27
Room Count	5-3-1.1
Living Area	1,025
Value Indication	$24,150



COMPARABLE #5

4902 Linden Street
Columbia, SC 29203

Price	$33,500
Price/SF	33.50
Date	Active
Age	59
Room Count	5-2-1.0
Living Area	1,000
Value Indication	$35,700



COMPARABLE #6

4844 Linden Street
Columbia, SC 29203

Price	$29,500
Price/SF	31.93
Date	Active
Age	59
Room Count	5-2-1.0
Living Area	924
Value Indication	$34,600

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File No. 091217G

CURRENT LICENSES

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust

State of South Carolina BCD 017249
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

EUGENE C GARVIN JR

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: 2746

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

State of South Carolina BCD 025437
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

THOMAS E. GARVIN

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: 4831

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

State of South Carolina BCD 025437
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

O'NEIL H. CANNON II

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: 4543

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

ELECTRONICALLY FILED - 2018 May 01 4:08 PM - RICHLAND - COMMON PLEAS - CASE#2011CP400318

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND SCBT, N.A., Plaintiff, vs. Sand Dollar 31, LLC; Rhonda Meisner; Defendants.	IN THE COURT OF COMMON PLEAS Civil Action# 2011-CP-40-6317 and 2011-CP-40-6318 ORDER

WHEREAS, this matter came before the Court at a hearing on May 29, 2018, concerning the "Motion to Alter and Amend Pursuant to S.C.R.C.P. Rule 59(e)" filed herein on May 14, 2018, by Defendant Rhonda Meisner ("Meisner");

WHEREAS, the Court, having fully considered the arguments set forth in the motion and the arguments of the parties at the hearing, finds no abuse of its discretion in entering the Order Lifting Automatic Stay in these cases on April 30, 2018, and that such an order was justified;

NOW, THEREFORE, it is ordered that:

1. The "Motion to Alter and Amend Pursuant to S.C.R.C.P. Rule 59(e)" filed by Defendant Rhonda Meisner herein on May 14, 2018, is denied.

AND IT IS SO ORDERED.

[Court's signature page to follow]

ELECTRONICALLY FILED - 2018 Jul 19 8:45 AM - RICHLAND - COMMON PLEAS - CASE#2011CP400318

ELECTRONICALLY FILED - 2018 Jul 19 8:45 AM - RICHLAND - COMMON PLEAS - CASE#2011CP4006318



Richland Common Pleas

Case Caption: SCBT N A vs Sand Dollar 31 LLC

Case Number: 2011CP4006318

Type: Master/Order/Other

It is so Ordered

s/Joseph M. Strickland, 3055

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	DOCKET NO. 11-CP-40-6317
SCBT, N. A., Plaintiff, v. Sand Dollar 31, LLC; Rhonda Meisner; Defendant(s).	JUDGMENT OF FORECLOSURE AND SALE Deficiency Judgment Demanded against Sand Dollar 31, LLC and Rhonda Meisner

(016555-00040)

RICHLAND COUNTY
FILED
2012 MAY 16 AM 10:55
JEANETTE W. McBRIDE
C.C.P. & G.S.

Teri K. Stomski, Esquire
Attorney for the Plaintiff

Glenn E. Bowens
Attorney for the Defendants

A hearing was held April 25, 2012 at 10:00 am. Evidence was presented, which is reported herewith, and from the evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on September 22, 2011. The amended Lis Pendens was filed on September 27, 2011.

2. The Summons and Complaint were filed on September 22, 2011. The amended Summons and Complaint were filed on September 27, 2011.

3. Service was made upon all Defendant(s) as shown by the proof(s) of service filed herein.

4. The Defendant(s) Sand Dollar 31, LLC and Rhonda Meisner, answered and filed a counterclaim to which Plaintiff timely responded with an answer.

5. The Defendant(s) Rhonda Meisner, is not in the Military Service of the United States of America, as contemplated under The Servicemembers Civil Relief Act, 50 U.S.C. § 501 et. seq. as shown by affidavit, certificate or order filed herein.

6. No Defendant raised any issues related to Plaintiff's standing to prosecute this

action.

7. Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011 and this is not an owner-occupied dwelling.

8. All Pro Se Defendant(s) and all attorneys of record were notified of the time, date, and place of the hearing by letter and certificate of mailing of record herein.

9. Sand Dollar 31, LLC for value received, made, executed and delivered a(n) Balloon Note dated July 24, 2006 promising thereby to pay to Plaintiff or its predecessor the sum of $31,140.00 with interest at 8.5% per annum. Other terms and conditions are stated in the Balloon Note, of record herein.

10. To better secure the payment of the Balloon Note described above, Sand Dollar 31, LLC, made, executed, and delivered to a certain real estate Mortgage in writing, dated July 24, 2006 covering real property in Richland County, which is the same as that described in the Complaint. This Mortgage was filed on August 16, 2006, and is of record in the Office of RMC/ROD in Book 1218 at page 2100.

11. To better secure the payment of the Balloon Note described above Rhonda Meisner executed and delivered a Guaranty in favor of Plaintiff or its predecessor in interest, its successors and assigns dated July 24, 2006.

12. This Mortgage constitutes a Priority lien on the subject property, subject only to ad valorem taxes or other liens/taxes given priority by statute.

13. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.

14. Any notice required by the terms of the Mortgage or by state or federal statutes has been given to the applicable defendant(s) prior to the commencement of this action.

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

16. The sum of $6,000.00 is a reasonable fee to allow Plaintiff's counsel for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Balloon Note and Mortgage. This fee is likewise reasonable based on the time necessarily devoted to representation of Plaintiff during the several month course of these proceedings. The services of

counsel performed for Plaintiff, which include the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in this particular case also support the fee awarded. The fee is also reasonable given the professional standing of Plaintiff's counsel and their experience in handling foreclosure matters. The fee awarded herein is also reasonable in light of the fees customarily awarded by this court for similar services in this locality. Moreover, the efforts of Plaintiff's counsel have had the beneficial result of a prompt foreclosure of the Mortgage. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time. Plaintiff has advanced $3,321.00 to its counsel as partial payment of the attorney fee and this amount appears in Plaintiff's advances.

17. According to Plaintiff's accounting, after all payments received by Plaintiff have been credited to the subject loan, the amount due and owing on the Balloon Note, with interest at the rate provided in the Balloon Note, advances made by Plaintiff, and other costs and expenses of the action, including a reasonable attorney fee, all secured by the Balloon Note and Mortgage, is as follows:

(a)	Principal due November 30, 2010	$48,698.20
(b)	Interest from October 31, 2010 through April 25, 2012 at 8.5% per annum	$6,237.50
(c)	Allowable Advances (Escrow advances, corporate charges, paid attorney fees, paid costs and expenses from the foreclosure action, and/or other charges)	$4303.80
(d)	Outstanding Costs of collection prior to hearing (service, filing, etc.)	$0.00
(e)	Title Abstract Search	$0.00
(f)	Attorney fee (awarded herein, but unpaid)	$2,679.00
(g)	Taxes	$1,681.42
(h)	Allowable Late Charges	$135.00
	TOTAL debt secured by Balloon Note and Mortgage, including interest to date shown	$63,734.92

Interest shall accrue to the above stated "Total Debt" after the date of judgment at the rate of 8.5% per annum (pursuant to the terms of the Balloon Note and Mortgage). Accrued interest shall be added to the "Total Debt" and shall comprise the amount of the Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

18. Plaintiff is seeking the usual foreclosure of the mortgage and has expressly demanded the right to a personal or deficiency judgment pursuant to S.C. Code Ann. §29-3-660 demanded against Sand Dollar 31, LLC and Rhonda Meisner The Plaintiff may waive any of its rights, including its right to a personal or deficiency judgment, at any time prior to the foreclosure sale..

19. Plaintiff is seeking to obtain reformation of the Deed as to correct the name of the Grantee on the Deed. The Defendants admitted Plaintiff's allegations seeking reformation of the grantee name in the deed. Based on this and all evidence presented, I find the intended grantee name is Sand Dollar 31, LLC, and therefore Plaintiff is entitled to reformation of the deed to correct the Grantee's name.

20. The following Defendant(s) may claim a subordinate lien upon or subordinate legal interest in the subject property and in the event there is a surplus from the sale of the subject property, these Defendant(s) may present through any such lien or legal interest a claim to the surplus at a hearing subsequent to the sale, in accordance with Rule 71(c) South Carolina Rules of Civil Procedure. The said Defendant(s) and such liens or legal interests are as follows:

a. None

21. Plaintiff stipulated that it would not challenge a petition by Defendants Sand Dollar 31, LLC and/or Rhonda Meisner pursuant to SC Code §§29-3-660-29-3-760.

IT IS THEREFORE ORDERED:

22. There is due on the Balloon Note and Mortgage set forth in the Complaint the sum of $63,734.92, as set out in the Findings of Fact supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

23. The Subject Deed is hereby ordered reformed to correct the name of the Grantee to read as described in Paragraph 19 of this Judgment of Foreclosure and Sale, and the RMC/ROD is hereby directed to annotate the indices accordingly so as to give notice in the public records.

24. Plaintiff shall have judgment demanded against Sand Dollar 31, LLC and Rhonda Meisner The Plaintiff may waive any of its rights, including its right to a personal or deficiency judgment, at any time prior to the foreclosure sale.

25. The amount due in the preceding paragraph (the "Final Total Debt" as set out in the Findings of Fact *supra*) shall accrue interest at the rate of the respective note rate(s) per annum and

together with such interest shall constitute the total judgment debt due Plaintiff.

26. The amount of the judgment shall be subject to increase to permit Plaintiff to recover additional costs, commissions, and expenses not included in the minimum deposit previously made in compliance with S.C. Code Ann. §14-11-310 (1976). It may also increase to include supplemental compensation for attorneys' services not contemplated by the initial fee award. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs or supplemental compensation.

27. The Defendant(s) liable for the aforesaid judgment debt of the Balloon Note and Mortgage including interest at the rate of 8.5% per annum shall pay on or before the date of sale of the property hereinafter described, to Plaintiff or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, including with the costs and disbursements of this action.

28. On default of payment at or before the time of the sale of the property, the mortgaged property described hereinafter shall be sold by the below signed Master in Equity or Special Referee or other court-appointed or designated agent or auctioneer at public auction at the Richland County Courthouse, in the City of Columbia, and State of South Carolina on a sales day determined by the below signed Master in Equity or Special Referee, on the following terms:

a. For cash or its equivalent: An immediate deposit of 5% is required on the amount of the bid . The deposit will be applied to the purchase price when total compliance is made. In the event compliance is not made, the deposit shall be forfeited without further hearing and applied first to costs and expense of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse either to make the required deposit at time of bid or to comply with the other terms of the bid within 20 days, then the property may be re-sold on the same terms and conditions on the same or some subsequent sales day and at the risk of the defaulting bidder.

b. Interest on the balance of the bid after the deposit is applied shall be paid through the day of compliance at the note rate of 8.5%.

c. The sale shall be subject to taxes and assessments, existing easements and restrictions, and any other senior encumbrances.

d. Purchaser shall pay for any statutory commission on sale from the proceeds of the final bid amount.

e. Purchaser to pay for deed preparation, costs of recording the deed and the satisfaction of mortgage, and transfer taxes on the deed.

f. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed is issued by the Master in Equity or

Special Referee.

29. Personal or deficiency judgment having been demanded, the sale will remain open for thirty (30) days pursuant to S.C. Code Ann. Sec. 15-39-720 (1976).

30. Plaintiff may waive any of its rights, including its right to a deficiency judgment in accordance with Rule 71, of the South Carolina Rules of Civil Procedure, prior to sale

31. The Master in Equity will give notice of the time and place of the sale by advertisement according to law and the terms thereof by advertisement according to law and will execute to the Purchaser a deed to the property sold. Plaintiff or any other party to this action may become a purchaser at such sale. If, upon such sale being made, the Purchaser should fail to comply with the terms thereof within 30 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.

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

33. The Master in Equity will apply the proceeds of the sale as follows:

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

NEXT: To the payment to Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest (including a reasonable attorney fee) or so much thereof as the purchase money will pay on the same; After crediting the proceeds of sale, net of any commission on sale, an Order for Deficiency Judgment shall be entered without further notice or hearing.

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

34. In the event the successful bidder is someone other than the Defendant(s) in possession of the subject property, the Sheriff of Richland County is ordered and directed to eject and remove from the property 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 property without delay, and to keep said successful bidder or his assigns in such peaceable possession.

35. In the event the successful bidder is other than the Defendant(s) in possession of the subject property and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said property, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to

the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

36. The Defendant(s) named herein, and all persons whosoever claiming under Defendant(s), is forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged property so sold, or any part thereof.

37. In accordance with Rule 77(d), of the South Carolina Rules of Civil Procedure, the Clerk of Court shall serve a notice of entry of this Judgment of Foreclosure upon all parties not in default for failure to appear in this action.

38. The deed of conveyance made pursuant to the foreclosure sale shall contain the names of only the first-named Plaintiff and the first-named Defendant(s), and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of the filing of the notice of pendency of the within action, and the name of the grantee. The Register of Deeds/Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

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

40. The following is a description of the property herein ordered to be sold:

All that certain piece, parcel or lot of land with improvements thereon situate, lying and being on the eastern side of Linden Street, in or near the Town of Eau Claire in the County of Richland, State of South Carolina; said lot being composed of and embracing Lot No. 12, 13 and 14 in Block 6 upon a plat of College View Subdivision, prepared by surveyors Clodfelder and Schisler, dated August-September, 1927 and recorded in Plat Book F at page 24. TMS# 09313-03-21.

This being the same property conveyed to Sand Dollar 31, LLC by that deed of Master of Equity for Richland County by deed dated July 20, 2006 and recorded August 2, 2006 in Record Book 1213 at page 554

TMS: 09313-03-21
Property Address: 4824 Linden Street
Columbia, SC 29203

Joseph M. Strickland
Master in Equity

May 14, 2012
Columbia, South Carolina

COPY

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	CASE #: 2011-CP-40-6317 2011-CP-40-6318
South Carolina B&T, NA,	)	
	)	
Plaintiff,	)	
v.	)	
	)	
Sand Dollar 31, LLC; Rhonda Meisner,	)	**MOTION TO ALTER OR AMEND**
	)	
Defendants.	)	

HEARING

****

Wednesday, July 18, 2012
4:09 p.m. to 4:37 p.m.

The hearing before the Honorable Joseph M. Strickland, Master in Equity for Richland County, was taken in Courtroom 2D of the Richland County Judicial Center, 1701 Main Street, Columbia, South Carolina, on the 18th day of July, 2012, before Robin K. Reibold, Court Reporter and Notary Public in and for the State of South Carolina.

Official Court Reporter
Master in Equity, Richland County
1701 Main Street – Post Office Box 192 (29202)
Columbia, South Carolina 29201

APPEARANCES

Teri K. Stomski, Esquire
Rogers Townsend & Thomas, PC
220 Executive Center Drive
Columbia, South Carolina 29210
Attorney for the Plaintiff

Glenn E. Bowens, Esquire
Attorney at Law
Post Office Box 424
Winnsboro, South Carolina 29180
Attorney for the Defendants

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EXHIBITS

(There were no exhibits marked.)

THE COURT: This is Civil Action Number 2011-CP-40-6317 and Civic Action Number 2011-CP-40-6318. We've already had a judicial sale and we've already had the deficiency sale. I'm not sure, however, whether or not I signed the Order of Deficiency. Is that ... Ms. Stomski, do you remember me signing one or?

MS. STOMSKI: We haven't at this point because I knew this motion hearing was pending.

THE COURT: Okay. Mr. Bowens, wouldn't it be better to pursue appraisal rights rather than trying to set aside the judgment, especially since the deficiency hasn't been established yet?

MR. BOWENS: Well, that's where maybe some of the confusion we've just talked about may have come in.

THE COURT: Okay.

MR. BOWENS: In our counterclaim we had asked for a declaratory judgment as to the amount of the deficiency that she could be held personally liable for under the guaranty agreement. And at the end of the hearing in April, I was about to bring that up about the deficiency, but I believe you were saying that we were going to have to have the sale first, then the appraisal rights, then I thought we'd come back to that.

THE COURT: Yeah.

MR. BOWENS: Well, in the meantime this order came out that had these amounts in here for $43,000 and $63,000 and some-odd, which exceed the amount that Ms. Meisner claims she could be held liable for personally. And once that was entered and filed I thought, well, I've got to file a motion to alter or amend to ... within the ten days to correct that before we wait until ... I didn't want to prejudice any of her rights by not filing a motion promptly. Ms. Stomski has raised the question about, when we were talking about I guess the timeliness of the motion, the order, the Form 4 order and the formal order that you signed were entered on May 16th. We did not get copied on that, that it was actually entered. I got the proposed order, but I did not know that it had been signed or filed with the clerk, to start the ten-day clock. Ms. Meisner was sent a letter directly by Ms. Stomski's firm, with a copy of the clocked Form 4 order, which was not signed by you by the way, but it was clocked in and it had the information on there for one of the cases but not both. I think it was 6317 or 18. But the other one ... it was only one of the cases. So when she gave that to me, that was what first alerted me that it had been entered and filed. And so the very

next day I filed the motion to make sure that we were as timely as we could be. But we did not get a copy from the clerk or from the plaintiff's firm that it had been entered, so I think we're as timely as we could be for filing the motion.

MS. STOMSKI: May I just address that before we get into too many points?

THE COURT: Yes, ma'am.

MS. STOMSKI: What Mr. Bowens has not told you was that we did in fact ... well, first let me start. Per your instruction, you asked that the ... we were ready to hand up the package and you asked that it be revised to include the stipulation that we would not challenge a timely petition on the appraisal rights. And so we did revise it, and we mailed that ... emailed that to you, per your request, on May 3rd, and we copied Mr. Bowens. So the proposed order, with every figure, everything that we're here about today, was sent to him on May 3rd. You did not sign the actual Judgment until May 14th. So from the time between May 3rd and May 14th, over a week, I didn't hear from Mr. Bowens, he didn't make any comments, didn't say anything was missing or that he had any questions about it. It was filed on May 16th. Of course, the moment it gets filed, we don't

get it immediately, but we wanted to make sure ... and thankfully Mr. Bowens put this in his own memorandum to support his motion today, Exhibit One, he states ... he puts my letter in there, where I sent to him and not his client, what I have to do under the Rule. The Rule says that I have to give him written notice of the entry of the order. It doesn't say I have to serve a paper order on him. It says written notice of the entry. And the letter says, A hearing was held and judgment of foreclosure and sale was entered in the above referenced foreclosure action. That was May 17th. So our first point is, this is not timely filed. He had within ten days of written notice of the entry, and June 7th, the filing date, is not within that ten-day period. Now, I will acknowledge that inadvertently another floor, the residential floor that deals with foreclosures, inadvertently did send a form letter that went out. You can tell it's ... it's Exhibit Number Two, Defendants' Exhibit Number Two, on his memorandum in support ...

THE COURT: By another floor, you mean another department?

MS. STOMSKI: Department, yes, sir.

THE COURT: In your law firm?

MS. STOMSKI: In the law firm, yes, sir. It wasn't

signed; it did not come from me. It was in error, and we regret that that went out to Ms. Meisner and not directly to Mr. Bowens. But that was dated May 29th, and he had already had notice of it since May 17th.

THE COURT: Okay. Well ...

MR. BOWENS: If I could just make one quick comment. This letter, it's Exhibit One to my memorandum, is focused on the foreclosure sale, the date of the foreclosure sale. It does not say the order was filed May 16th. When it says that on April 25th a hearing was held, well, I was here, I knew that. And judgment was entered, I heard you say judgment for the plaintiff and we'll have a sale, which is what I thought that meant. But nowhere does it say that the Order was signed and filed on May 16th to know how many days I have. This is not written notification of the entry of the order, of the formal order. I remember you saying from the bench that judgment for the plaintiff and we'll have to set ... you said the earliest days is early June, June 4th or something. But this does not say that ... the date it was actually entered, which is what starts the ten-day clock. The first indication we had ...

MS. STOMSKI: The written notice starts the clock, not the actual ...

MR. BOWENS: Yeah, the written notice starts the clock, but that's not written notice of when the order was entered; it just says judgment of foreclosure and sale was entered, which I took that to mean when you ordered ... said that from the bench. But what starts the clock is notice of the action being signed and clocked in with the Clerk. And we didn't have any notice of that until Ms. Meisner got this letter, and she got it on or about June 6th. And then I got it the same day and filed the motion the very next day, which was within ten days of the date of the letter, which was May 29th, to Ms. Meisner. But I took this letter on May 17th, Exhibit One, to just be notification that the sale had been set for June 4th and to call if we had any questions about the sale or if it had been moved. That's how I took that letter, not as notification that the actual order had been signed and entered, to start our ten-day clock.

THE COURT: All right. And maybe I'm still in left field. I think since there's been no amount of a deficiency judgment been entered yet, I'm not sure ... but you want to alter or amend ...

MR. BOWENS: Well, what I want to do is to make sure that we have a ruling from Your Honor about the limitations of the guaranty agreement on Ms. Meisner's personal liability. That's the big issue that we have. Ms. Meisner claims that the dollar amount stated in the guaranty agreement, which was $31,140; $36,000; there's another one that's for $50,000 that wasn't part of the actual hearing when we first had it back in April but it was provided subsequently, that her maximum liability as a personal guarantor is limited to those two dollar amounts. The plaintiff has a different interpretation of that guaranty agreement, and they claim it means those amounts plus interest, costs, attorney fees, on and on, which raises it above the dollar amount.

MS. STOMSKI: And, Your Honor, if I may approach, if you'd like to see ... I've already handed it to opposing counsel. I mean, if we're going to ...

MR. BOWENS: I mean, I don't know if you want to handle that today or ...

THE COURT: Well, I was going to make a comment about it. You have a copy of the guaranty?

MS. STOMSKI: I do. But my point is, and also that I raised in my pleadings, that the Rules and the case

law on 59(e) are very, very clear. You can't raise something for the first time at Motion to Alter or Amend that you could have raised at trial. We had our witness here; Whitney Wolfman was here to be able to testify as to the guaranty. He could have cross-examined her about any limitations, what the meaning of it is. And she could have gone through step by step exactly what it says. He did not do so; he's waived his right to bring it up now for the first time in a motion.

MR. BOWENS: Well, we raised it in our Answer and Counterclaim. And when we got to the part about the deficiency judgment, once the main part was over with, I was under the impression, and maybe I was mistaken, that we were going to defer those issues until we had to stand on the appraisal money. If I was wrong about that and misinterpreted it, I apologize. But if that's the case, I would ask that under Rule 52 and 59, let me be relieved of that and have a chance to get a ruling from the Court on that issue for declaratory judgment.

THE COURT: All right. Mr. Bowens, is your client under the belief she doesn't owe any deficiency at all?

MR. BOWENS: No. She just believes that it should be limited to the amounts that are stated in the

guaranty agreement, not the total debt that Sand Dollar ... Sand Dollar's got a debt, according to the plaintiff, of $63,734.92 on one property and $43,220.45 on another. Ms. Meisner's guarantees were for $31,140 on one and $50,000 on the other one.

MS. STOMSKI: You're leaving out the part that says it's limited to the principal amount.

MR. BOWENS: Well, that's where the discrep- ... that's where the interpretation of what it means comes in, and that's why we want a declaratory judgment from the Court as to which way it goes. If the plaintiff is correct, then she's liable for the entire thing. If Ms. Meisner's correct, it's limited to just the dollar amounts. And that's what we have a dispute about.

THE COURT: Do you have a case, either of you, that would give us some guidance on that?

MS. STOMSKI: Well, it's the plain language. I mean, it very specifically ... there's no interpretation. It says it exactly, principal amount plus.

THE COURT: But the Supreme Court hasn't said anything about a similar situation somewhere?

MS. STOMSKI: It's a matter of contract. You know, they say you look at the plain language of the, as he

states in his memorandum in support, I mean, look at the plain language. It says ... it doesn't say Or; it says, Principal amount plus accrued interest thereon and all other costs, fees and expenses agreed to be paid under all agreements evidencing the indebtedness and securing the payment of the indebtedness. And all attorney's fees. I mean, it's ... it's about as plain as you can get. And, again, I will go back. He had an opportunity with the officer of the bank here. He had his client. He could have asked her questions about, What is your interpretation. We agreed that we didn't know the deficiency amount, but we didn't hold that any matter that might relate to deficiency will be held at a different time. As Mr. Bowens said, you ruled from the bench. You ruled. So there was nothing discussed that we were going to hold up the merits of the case, such as whether or not her guarantee is limited to the principal amount or principal plus costs. We had that time, and he waived it by not bringing it up.

MR. BOWENS: I disagree that I waived it because I ... the deficiency may be moot if it's zero when we're done with the whole process. If, after the appraisal's over with, it could be zero, the whole thing is

moot. But until we know the deficiency judgment amount, then we have ... then we can figure out what her maximum liability would be, which is why I thought we were going to do this separately from the main, Can they foreclose or not?

THE COURT: Do you have a Supreme Court case, state Supreme Court case that gives us guidance on this issue?

MR. BOWENS: Well, I haven't got anything on this particular ... I mean, I haven't researched that yet. But in the guaranty itself, it's a form guaranty contract, at the top of it there's two options, a Paragraph A and B. You can check one or the other. And in every case Paragraph A is checked, which appears to limit it to the dollar amount stated. Paragraph B is a much broader category. It says that, The undersigned guarantees to the lender payment and performance of each and every debt, liability and obligation of every type and description which borrower may now or at any time hereafter owe to the lender, whether such debt, liability or obligation now exists or is hereafter created, incurred and/or whether it is direct or indirect, due to or become due, absolute or contingent, primary or secondary, liquidated or ... it goes on and on and on.

MS. STOMSKI: Your Honor, we ...

MR. BOWENS: But that is the ... those are the type of debts that are interest, attorney fees, costs, that's the way we interpret this. Now, I know she has a different view of that, but that's why we need a ruling from the Court about that. And if it is ... if this creates some ambiguity as to what it means between Paragraph A and B and Four, the ambiguity is construed against the drafter, which was the plaintiff. She gets the benefit of the ambiguity.

MS. STOMSKI: Your Honor, if I may. May I approach? If he's going to get that much into detail I'd like for you to at least see it. The part he leaves out is that after A and B, it has a header right underneath it that says, The undersigned further acknowledges and agrees with lender that ... and then it goes on to five more paragraphs. I mean, clearly it's not even ... the part that she's disputing is not even on a different page. It's all on the same page that she signed. It clearly says principal amount plus accrued interest, costs, fees, attorney's fees. And she didn't raise this issue, again, you know, I don't want to be a broken record, but her time to raise this issue was at the trial. And therefore,

under many Supreme Court cases ... I cite the *Mailsource v. M.A. Bailey, C.A.H. v. L.H.* They are very definitive that a party cannot raise an issue for the first time in a Rule 59(e) motion which could have been raised at trial. He could have raised it at trial. He did not. The Supreme Court and Court of Appeals have spoken. The Supreme Court case says a party cannot use Rule 59(e) to present to the Court an issue the party could have raised prior to judgment but did not.

MR. BOWENS: And, Your Honor, again, we raised this issue for the first time in the Counterclaim, where we specifically asked for a declaratory judgment as it relates to the deficiency amount and the guaranty agreement. And when we were in the trial it was my understanding from your comments, again, if I misunderstood I apologize, but that we were going to wait on the deficiency issue until we had the sale and the appraisal done, which is why we didn't go into it at that point. The Rule 52, 59 and 60 allows the Court to make new findings, to reopen it. This was not made ... this is not a brand new issue that's come up after the judgment; it was already raised, and I thought it was being deferred until we had the ... until we knew whether it was going to be

an issue or not. I mean, if it turns out it's zero because the appraisal is higher than the high bid, then we don't need to do this. But when I got this order it made me think something had gone on I'd missed and I needed to bring it before the Court's attention. I think we should wait until we have the final thing done and see what the deficiency is, if there is one.

THE COURT: Now, let me ask. And I'm trying to make a record so please don't think I'm being simplistic or repeating myself unnecessarily. Ms. Stomski, the defendant, Sand Dollar 31, LLC, did they make any payments at all on the notes and mortgages that are at issue in this lawsuit?

MS. STOMSKI: At some point they had, but then they had, by her own testimony, they went vacant for four to five months and she stopped paying. And she admitted at the trial that she was in default and that she had not been paying.

THE COURT: When was the last payment made, do you have a record of that?

MS. STOMSKI: I can find it.

THE COURT: I have the file in front of me. I guess I could look through it as well.

MS. STOMSKI: The principal due on 6317 was due as of

November 30th of 2010, so no payments since November 30th of 2010.

THE COURT: What about the other case?

MS. STOMSKI: July 25th of 2011, so about a year on that one ...

THE COURT: Okay.

MS. STOMSKI: ... with no payment.

THE COURT: All right. Mr. Bowens?

MR. BOWENS: There's also a couple other issues. With the Order, we were supposed to receive a Statement of Indebtedness, which I understood to be a breakdown of all the specific charges they were claiming, along with an Affidavit and Statement of Attorney Fees, which we never received. And I was waiting on that and I never got it. I thought it was going to be coming separately because it didn't come with the proposed order. But in the order that they prepared, they are ... they have a category called Allowable Advances. And they call it Escrow Advance; Corporate Charges, which are undefined; Attorney Fees again; Costs of Foreclosure; and/or Other Charges, which are ambiguous and undefined. We have no way to know what those go with or what they're for. And Corporate Charges and Other Charges, they have a separate line item for taxes,

which escrow advances includes taxes. That's what escrow is for, is taxes and insurance. So without that Statement of Indebtedness and the Affidavit of Attorney Fees, I don't know how the Court or us can evaluate the propriety of these charges or the reasonableness of the claimed fees without ... I mean, you have to go to that six-factor test the Supreme Court has for determining reasonableness. And without the affidavit and the itemized statement, I don't know how either of us can ... how you can do it as the court or we can know whether to object or not. So we have some serious issues with these amounts.

MS. STOMSKI: And, if I can, Your Honor ...

MR. BOWENS: I put in the memorandum a copy of an order that you signed in a prior foreclosure on the very same property, where the attorney fees were $2900. This case is double that, and I don't know why it would be double now when it was, you know, it's over $6000 in this one and it was less than $3000 before. So I think we need that attorney fee affidavit and itemized statement of costs and the Statement of Indebtedness to figure out what the actual amounts are or should be, or what's reasonable and what's proper.

MS. STOMSKI: If I may address that. All the costs were testified to at the trial by Ms. Wolfman. She went through each of those, and he had his opportunity to ask her about that. And again, he received this proposed order at the same time you did, on May 3rd, and never raised any of these issues. As for the amount of the attorney's fees, one of the reasons this has been a very costly foreclosure for my client, relatively very low loan amounts on investment property, but we filed the Summons and Complaint ... the First Amended Summons and Complaint was filed September 27th of 2011. We couldn't get her served until December 15th, and that's when we finally got Mr. Bowens to agree. She evaded our process server. We had to pay process servers repeatedly to try to go after her. And then, right when we were going to have to face a very expensive publication, which would have added even more to this, I finally was able to get Mr. Bowens to agree December 15th. And he answered on January 19th. So we even gave him some leeway there when he actually filed his Answer on the 19th. So we ... this has been a very long process. We're on ... you know, we're getting close, you know, to a year on basically indebtedness that's, in one of

them, less than 50 and the other one less than $70,000. And so because all of this is bringing up now, the prejudice to my client is that he had the opportunity and he didn't bring it up, he didn't address any of his issues with you or me after the proposed order was sent. My understanding was that everything had been sent out. If it was not sent out, then he had an opportunity between May 3rd and when you signed, when he got our letter, any point he called me up. It wasn't until June 7th, the same day he filed his motion, which I found a bit troubling. He didn't, you know, call me and ask me. He sent an email the day he filed this motion, saying, you know, where were these things. I didn't know he didn't have them because he never objected to anything in the proposed order for all that time.

MR. BOWENS: Well, I would think that they would know what they've sent. And I had no idea that it had been forwarded to you for your review either. I thought it was just coming to me. I had no ... typically, in my experience, when one party's attorney sends something to the Court, proposed order or whatever it may be, there's a transmittal letter that the opposing counsel's copied on. There was never any of that that I saw. I didn't even know you had this

for consideration.

MS. STOMSKI: Well, Glenn, if I may, this ... I've got a copy of the email sent by Cathy Clark on Thursday, May 3rd, at 2:08 p.m. to corneliusf@rcgov.us, with a copy to gbowens@popebowens.com, and a copy to me; subject, Sand Dollar 31, LLC. And it says, Pursuant to ... the request was, Attached with the revised records of hearing and judgments of foreclosure and sale, gives both case captions, Pursuant to Judge Strickland's instructions at the hearing on April 25th, let me know if you need anything else pertaining to these two cases.

MR. BOWENS: Your Honor, there is no way to tell from that email that that was sent to you. And you're not Cornelius. Typically there is, Dear Judge Strickland, enclosed please find. By copy of this, I'm serving on opposing counsel. That is at best a cryptic ...

THE COURT: Okay.

MR. BOWENS: ... notice. I had no way to know that was conveying it to you. It's not ... your email's not on there. There's no way for me to know that. I did not know it had gone to you when they had sent it to you.

MS. STOMSKI: That's the only address that we had to

communicate with Your Honor.

THE COURT: Again, coming from left field, I would deny your motions; however, Ms. Stomski, if you could write a non-argumentative order in that regard. However, I think the appraisal rights statute is the way to go. Now, I'm sure Ms. Stomski will argue probably that that may have been waived or not timely in itself. But I would certainly give your client a chance to dispute the bank's opinion as to what the property's actually worth. And, of course, at this time we have not established a deficiency, what the amount is.

MR. BOWENS: Well, that's correct, and that's why I thought the issue of the guaranty agreement as it relates to the deficiency judgment was for a later date. That's why I ... the reason I brought this was because of the ... I got the order and was concerned about preserving her rights. What we need for our purposes is either ... is a ruling that the guaranty agreement is limited to the dollar amount, or if it's more expansive, as the plaintiff claims.

THE COURT: Now ...

MR. BOWENS: If you want to do that today, we can do it now. Or if you want to defer it till we get the deficiency judgment back and know whether we have an

issue or not, we can wait until then.

THE COURT: Okay.

MR. BOWENS: But that's the issue that's come up that we ... that's of most concern to us at this point. We have some concern with the way the order was filed and ... because it was before the sale, the order that you signed didn't say to file it and publicly index it before the sale. Those are ...

THE COURT: Was it not filed before the sale?

MS. STOMSKI: Oh, yes.

THE COURT: It was?

MS. STOMSKI: Oh, yes.

THE COURT: Okay. The reason why I'm asking that, because ...

MS. STOMSKI: May 16th. That's why we sent the letter out on the 17th, so that there was no question that it ... because you can't have a sale if there's no signed index order, and it was on May 16th at 10:55 a.m.

THE COURT: Okay.

MS. STOMSKI: In both cases.

THE COURT: Maybe with regard to the limitations and the guaranty agreement, I might benefit from a more fleshed out brief on that issue.

MR. BOWENS: We can prepare that for you.

THE COURT: Okay. In the meantime, I think y'all need to start the appraisal process. I mean, I'm very, very, how should I say ... flexible on a deadline for that.

MR. BOWENS: I think we have 30 days from the day of ... the last sale was on June, I'm sorry, July the 5th, wasn't it? I think that's when we had the final ... so it was 30 days from July the 5th of ...

MS. STOMSKI: Or was it the 3rd? No, it was the ...

MR. BOWENS: I think it was the 5th.

MS. STOMSKI: It was the 5th, you're right, in this county.

MR. BOWENS: So we have until August the 5th to file a petition for ...

THE COURT: The deficiency sale was ...

MR. BOWENS: Yeah. So we have 30 days from that day to, I think until August the 5th to file the petition for ...

THE COURT: Okay.

MR. BOWENS: So we'll do that promptly.

THE COURT: All right. And that's an issue I'm not too concerned about, but I think it would help us all if you exercise appraisal rights.

MR. BOWENS: Well, that's ... frankly, Your Honor, that's why I thought we were waiting on this issue, until

we had that ... the issue may be moot. There may be no deficiency judgment at the end of the day, so a declaratory judgment on their application of the guaranty agreement may be moot; it may not ever occur.

THE COURT: But you do want to brief it though?

MR. BOWENS: I will prepare a brief and submit it to you.

THE COURT: Okay. And so you and Ms. Stomski, y'all can exchange briefs I guess.

MR. BOWENS: Okay.

MS. STOMSKI: And, Your Honor, just so I'm clear on ... you said you want me to draft an order denying the defendant's motion to alter or amend, is that correct?

THE COURT: Exactly. In both cases, that's right.

MS. STOMSKI: Okay.

THE COURT: A brief, non-argumentative order. And then y'all please brief that other issue, the issue of whether or not the guaranty agreement is limited.

MR. BOWENS: Then we'll come back for a decision or get a decision from y'all on that issue?

THE COURT: Yeah. Either without a hearing or with a hearing. But at some point, again, at this stage even though we've had a deficiency sale, the amount of deficiency, if any, has not been determined. Are

we all in agreement on that? Ms. Stomski?

MS. STOMSKI: And, Your Honor, actually, you know, you bring up a point that might make this completely obsolete when considering what was bid. In 6317 the bid was $25,001 if I remember correctly, and in 6318 it was $10,001. I'm making sure with that. So I believe that this point is pretty moot because when you take those dollar amounts out, what's going to be owed, I think it's going to be under whatever he might allege on that. But, if I may for the record just continue my objection as to briefing the issue on the guaranty as untimely, as not raised at trial, therefore under the Supreme Court case of *Doran v. Doran* and a long line of other cases, it's not properly before the Court. If I may just preserve that for the record.

THE COURT: Sure. Duly noted. And your objection's overruled. Okay, anything further today?

MR. BOWENS: I think that's it.

MS. STOMSKI: Nothing further.

THE COURT: That's it?

MR. BOWENS: That's it. We'll brief that issue for you.

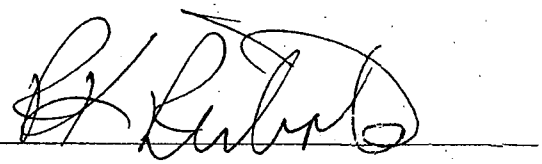
THE COURT: All right. Thank you very much.

(There being nothing further, the hearing was concluded at 4:37 p.m.)

CERTIFICATE

I certify that the foregoing transcript, consisting of 26 pages, is a true, accurate and complete transcript of the hearing taken before me, Robin K. Reibold, the undersigned Court Reporter. This hearing was held without a jury before The Honorable Joseph M. Strickland, Master in Equity for Richland County, on July 18, 2012, in the within-captioned case.

Said hearing was reported using the method of Stenomask with backup and was transcribed by me.



November 21, 2012

ROBIN K. REIBOLD
MY COMMISSION EXPIRES: 4-28-2021

Official Court Reporter
Master in Equity, Richland County
1701 Main Street – Post Office Box 192 (29202)
Columbia, South Carolina 29201

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2011-CP-40-06317

SCBT, N.A.

PLAINTIFF(S)

Sand Dollar 31, LLC; Rhonda Meisner,

DEFENDANT(S)

Submitted by: Sean M. Foerster (SC Bar# 77466) Rogers Townsend & Thomas, P.C. 1221 Main Street, 14th Floor (29201) P. O. Box 100200 Columbia, South Carolina 29202	**Attorney for :** ☒ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

FILED
RICHLAND COUNTY
2017 DEC 28 PM 2:11
JEANETTE W. McBRIDE
C.C.P. & G.S.

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

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
SCBT, N.A.	Sand Dollar 31, LLC	$38,733.92
SCBT, N.A.	Rhonda Meisner	$38,733.92
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest

or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Master in Equity	2097	Dec. 18, 2017
	Judge Code	**Date**

For Clerk of Court Office Use Only

This judgment was entered on the day of , 2017 and a copy mailed first class or placed in the appropriate attorney's box on this day of , 2017 to attorneys of record or to parties (when appearing pro se) as follows:

Sean M. Foerster
Rogers Townsend & Thomas, P.C.
P. O. Box 100200
Columbia, South Carolina 29202
ATTORNEY(S) FOR THE PLAINTIFF(S)

Glenn E. Bowens, Esquire
PO Box 424
Winnsboro, SC 129180
ATTORNEY(S) FOR THE DEFENDANT(S)

Rhonda L. Meisner, *pro se*
Post Office Box 689
Blythewood, South Carolina 29016

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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

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

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND SCBT, N.A., Plaintiff, vs. Sand Dollar 31, LLC; Rhonda Meisner, Defendants.	IN THE COURT OF COMMON PLEAS DOCKET NOS.: 2011-CP-40-06317 and 2011-CP-40-06318 ORDER DENYING MOTION TO ALTER OR AMEND AND ENTERING DEFICIENCY JUDGMENTS

RICHLAND COUNTY
FILED
2017 DEC 28 PM 2:11
JEANETTE W. WALKER
C.C.P. & G.S.

These cases came before the Court at a hearing on October 5, 2017, on the following matters:

- The "Motion to Alter or Amend Pursuant to S.C.R.C.P. Rule 59(e) and Motion to Hold Actions Items in Abeyance Until Court Can Evaluate the Appraisal Evidence" filed by Defendant Rhonda Meisner ("Meisner") herein on August 8, 2017;
- The reasonableness of the attorney's fees awards in the Judgments of Foreclosure and Sale entered in both cases, which issue had been previously taken under advisement but never ruled upon after hearings on the issue on July 27, 2016, and on February 1, 2017; and
- The report of the appraisers required by the Order entered on July 27, 2017, for purposes of establishing the deficiency judgment amounts to be entered against Meisner in accordance with the Appraisal Rights Statutes (S.C. Code Ann § 29-3-680 *et seq.*).

Sean M. Foerster, Esquire, appeared on behalf of Plaintiff SCBT, N.A., which is now known as South State Bank ("Plaintiff"). Glenn E. Bowens, Esquire, appeared on behalf of Defendant Sand Dollar 31, LLC ("Sand Dollar 31"). Meisner appeared *pro se*.

The Court also takes this opportunity to vacate an administrative dismissal entered in both cases on September 12, 2017.

Relevant Facts

The facts relevant to the matters before the Court at this time are as follows:

1. Motion to Alter or Amend.

Meisner's motion to alter or amend asks the Court to reconsider its Order entered on July 27, 2017, denying her motion to amend her answer to add counterclaims and ordering an appraisal of the properties at issue in these two foreclosure actions for purposes of determining the deficiency judgment amounts to be entered against her.

As grounds for her motion, Meisner contends:

- Plaintiff should be judicially estopped from taking a position as to the value of the properties that differs from the position stated in Plaintiff's Motion to Vacate Foreclosure Sale filed on September 6, 2012, but which motion Plaintiff withdrew on July 10, 2014;
- Plaintiff did not timely designate its appraiser, Eugene Garvin. While Meisner cannot refute that Plaintiff designated its appraiser by letter to the Court dated August 17, 2012, she contends this designation is ineffective because it is outside of the court records;
- The Court never ruled on Meisner's declaratory judgment counterclaim to determine the rights and obligations of Meisner under the notes, mortgages, and guaranty agreements in both cases; and
- The Court never ruled on the issue of whether Meisner signed the guaranty agreements for the mortgage loans at issue in her individual capacity.

2. Attorney's Fee Awards.

On May 16, 2012, the Court entered Judgments of Foreclosure and Sale in both of these cases. In civil action # 2011-CP-40-6317, the Court awarded Plaintiff $6,000 in attorney's fees. In civil action # 2011-CP-40-63118, the Court awarded Plaintiff $8,000 in attorney's fees.

Meisner appealed from both judgments. On December 3, 2014, the South Carolina Court of Appeals entered an opinion affirming the Court on all issues raised in Meisner's appeal except for the award of attorney's fees to Plaintiff in both foreclosures, stating in the opinion, "[W]e remand this case so the master can award reasonable attorney's fees."

On July 27, 2016, per the instruction from the Court of Appeals, the Court held a remand hearing to award reasonable attorney's fees in both cases. At the hearing, Plaintiff's counsel submitted to the Court the following affidavits[1]:

- For civil action # 2011-CP-40-6317, an Affidavit of Attorney's Fees signed by Teri K. Stomski seeking an award of $6,000 in attorney's fees to Plaintiff, and an Affidavit of Sean M. Foerster authenticating certain billing records of Plaintiff's counsel showing that Plaintiff incurred over $6,000 in attorney's fees through the date of the second foreclosure sale and almost $16,000 in attorney's fees through the date that Meisner filed her appeal;
- For civil action # 2011-CP-40-6318, an Affidavit of Attorney's Fees signed by Teri K. Stomski seeking an award of $8,000 in attorney's fees to Plaintiff, and an Affidavit of Sean M. Foerster authenticating certain billing records of Plaintiff's counsel showing that Plaintiff incurred over $9,000 in attorney's fees through the date of the second foreclosure sale and over $18,000 in attorney's fees through the date that Meisner filed her appeal.

The Court took the issue of attorney's fees under advisement at the conclusion of the remand hearing to give Meisner time to file her objections to the affidavits supplied by Plaintiff's counsel.

On August 19, 2016, Meisner filed an "Objection to Attorney's Fees Affidavit Submitted at the July 27, 2016 Hearing," complaining of the content and timing of the affidavits supplied by Plaintiff's counsel.

On February 1, 2017, the Court again heard arguments from the parties concerning the reasonableness of the attorney's fee amounts awarded in both cases, and again took the issue under advisement.

3. Return of Appraisers.

On May 16, 2012, the Court entered Judgments of Foreclosure and Sale in both of these cases in the following amounts: $63,734.92 in civil action # 2011-CP-40-6317 and $43,220.45 in civil action # 2011-CP-40-6318.

[1] Both sets of affidavits were filed in their respective cases on November 23, 2016.

On June 4, 2012, the subject properties were sold at a foreclosure sale. Because Plaintiff demanded deficiency judgments in both cases, the subject properties went to a second sale on July 5, 2012.

In civil action # 2011-CP-40-6317, the property at 4824 Linden Street, Columbia, South Carolina 29203, sold at the second sale to SCORE LLC for $25,001.00.

In civil action # 2011-CP-40-6318, the property at 8391 Winnsboro Road, Blythewood, SC, sold at the second sale to SCORE LLC for $10,501.00.

On July 31, 2012, Meisner filed a "Petition for Appraisal S.C. Code Ann. § 29-3-680 *et. seq.*" in both actions in which she sought an order of appraisal under S.C. Code Ann. § 29-3-680 to 29-3-770 ("Appraisal Rights Statutes"). While this petition purported to be on behalf of both Meisner and Sand Dollar 31, it was signed and filed by only Meisner, who was not a licensed attorney. It was not signed or filed by Glenn E. Bowens, Esquire, counsel of record for Sand Dollar 31 at the time.

By Order entered herein on July 27, 2017, the Court granted Meisner's "Petition for Appraisal S.C. Code Ann. § 29-3-680 *et. seq.*" in both actions. The Court ordered Plaintiff's designated appraiser, Eugene Garvin, and Meisner's designated appraiser, Angela Buckley, to convene and try to agree on the value of the two properties at issue in these foreclosure actions as of the time of the second foreclosure sale, and for the parties to then provide the Court with a copy of the appraisers' opinions. The Court further ordered that if the appraisers could not agree on the values of the two properties, it would hold a follow-up hearing on the matter and decide how to proceed with the appraisal process.

By letter dated September 1, 2017, Plaintiff's counsel submitted to the Court a letter from Eugene Garvin dated August 30, 2017, which purported to set forth the opinions of both appraisers as to the value of the two properties. Also enclosed with Mr. Garvin's letter were his appraisal reports for both properties. According to Mr. Garvin's letter, the appraisers' opinions as to the value of each property as of the time of the second foreclosure sale are as follows:

- For civil action # 2011-CP-40-6317 concerning the property at 4824 Linden Street, Mr. Garvin determined the property to be worth $25,000 "as is." Ms. Buckley determined the property to be worth $31,000 "subject to" repairs in the amount of $12,080, or $18,920 "as is."

- For civil action # 2011-CP-40-6318 concerning the property at 8391 Winnsboro Road, Mr. Garvin determined the property to be worth $16,000 "as is." Ms. Buckley determined the property to be worth $20,000 "subject to" repairs in the amount of $4,530, or $15,470 "as is."

Neither Meisner nor Ms. Buckley ever submitted any documents to the Court to support or refute Ms. Buckley's value of the two properties as set forth in Mr. Garvin's letter.

4. Administrative Dismissal.

During Richland County's recent transition to the electronic case management system, it was discovered that the records of the South Carolina Court Administration inaccurately showed several thousand closed cases as still pending with this Court due to a computer glitch. In response, the Court entered an Omnibus Order of Dismissal Without Prejudice on September 12, 2017, that dismissed several thousand cases. These two cases were inadvertently affected by the Omnibus Order, and the Clerk of Court entered administrative dismissals in the public index of each case on September 12, 2017.

Conclusions of Law

The Court finds and concludes as follows:

1. Meisner's motion to alter or amend is denied.

The Court declines to alter or amend its Order entered on July 27, 2017, because the order is not controlled by an error of law or based on factual conclusions without evidentiary support.

"A party *may* wish to file such a motion [under Rule 59(e)] when she believes the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it." *Elam v. S.C. DOT*, 361 S.C. 9, 24, 602 S.E.2d 772, 780 (2004). "There is nothing inherently unfair in allowing a party one final chance not only to call the court's attention to a possible misapprehension of an earlier argument, but also to revisit a previously raised argument." *Id.* at 22, 602 S.E.2d at 779.

With respect to Meisner's judicial estoppel argument, the Court did not misunderstand or fail to fully consider Meisner's previous arguments on this issue. The Plaintiff is not bound by any position taken in its Motion to Vacate Foreclosure Sale since the motion was voluntarily withdrawn before being ruled upon.

With respect to the timeliness of Plaintiff's designation of its appraiser, the Court finds no error in its prior order. "[W]ithin ten days after service of a copy of the order upon the judgment creditor or his attorney of record he shall designate to the clerk another appraiser..." S.C. Code Ann. § 29-3-710 (emphasis added). Plaintiff designated its appraiser by letter to the Court dated August 17, 2012—five years prior to the Order of July 27, 2017. Further, it is clear on the face of the Order of July 27, 2017, that Plaintiff had already designated its appraiser before the entry of that order. Therefore, Plaintiff's designation of its appraiser was timely as it was made well before ten days after service of a copy of the Order of July 27, 2017.

With respect to Meisner's declaratory judgment counterclaim concerning her obligations under the loan documents and whether Meisner signed the guaranty agreements in her individual capacity, these issues have been fully adjudicated. The Judgments of Foreclosure and Sale entered in both of these cases on May 16, 2012, concluded that Meisner was personally liable for the mortgage debt in each case based on her signing the guaranty agreements for each loan and accordingly entered personal judgments against her. The Court of Appeals affirmed the Judgments of Foreclosure and Sale on that issue. Meisner's motion with respect to this issue is therefore untimely.

For these reasons, the Court denies Meisner's "Motion to Alter or Amend Pursuant to S.C.R.C.P. Rule 59(e) and Motion to Hold Actions Items in Abeyance Until Court Can Evaluate the Appraisal Evidence."

2. The prior attorney's fee awards were reasonable.

The award of attorney's fees set forth in the Judgments of Foreclosure and Sale entered in each case on May 16, 2012, are hereby affirmed.

"Where there is a contract, the award of attorney's fees is left to the discretion of the trial judge and will not be disturbed unless an abuse of discretion is shown." *United States Bank Tr. Nat'l Ass'n v. Bell*, 385 S.C. 364, 379-80, 684 S.E.2d 199, 207 (Ct. App. 2009). "There are six factors to consider in determining an award of attorney's fees: 1) nature, extent, and difficulty of the legal services rendered; 2) time and labor devoted to the case; 3) professional standing of counsel; 4) contingency of compensation; 5) fee customarily charged in the locality for similar services; and 6) beneficial results obtained." *Blumberg v. Nealco*, 427 S.E.2d 659, 660 (S.C. 1993).

The Court of Appeals charged this Court to "award reasonable attorney's fees." Based on the affidavits of Teri K. Stomski and Sean M. Foerster supplied by Plaintiff's counsel for each case, the Court confirms its previous awards of reasonable attorney's fees set forth in the Judgments of Foreclosure and Sale in each case. The Court finds that the fees awarded are reasonable in relation to the services performed and anticipated to be performed until final adjudication of these actions. The fees are likewise reasonable based on the time that Plaintiff's counsel necessarily devoted to the representation of Plaintiff during the several year course of these proceedings. The services of Plaintiff's counsel performed for Plaintiff, which include the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in these particular cases also support the fees awarded. The fees awarded are reasonable given the professional standing of Plaintiff's counsel and their experience in handling foreclosure matters. The fees awarded are also reasonable in light of the fees customarily awarded by this Court for similar services in this locality. Finally, the efforts of Plaintiff's counsel have had the beneficial result of a successful foreclosure of the mortgages in these two cases, which further justifies the fee awards.

3. Deficiency judgments shall be entered based on S.C. Code Ann. § 29-3-740.

The Court adopts the opinion letter from Eugene Garvin dated August 30, 2017, with the reports attached thereto, as the Return of Appraisers and hereby enters deficiency judgments in both cases against Meisner in accordance with S.C. Code Ann. § 29-3-740.

"The board of appraisers as so constituted shall proceed to view and value the mortgaged property and all or a majority thereof shall make a sworn return within thirty days from their appointment of the true value of the property as of the date of sale, taking into consideration sale value, cost and replacement value of improvements, income production and all other proper elements which, in their discretion, enter into the determination of true value." S.C. Code Ann. § 29-3-720.

"The return of the appraisers shall be filed and recorded by the clerk as a judgment of the court and be subject to appeal as hereinafter provided." S.C. Code Ann. § 29-3-740.

"If the value returned after deduction therefrom of the amount of the price at which the property was sold under direction of the court be equal to or exceed the amount of the deficiency remaining upon the judgment after application of the net proceeds of sale the judgment shall be thereupon extinguished and cancelled of record by the clerk and if such returned value, after

deduction of the amount of the sale price, be less than the deficiency the latter shall be abated and deemed paid, pro tanto, and be thereafter enforceable for only the remainder..." *Id.*

For civil action # 2011-CP-40-6317 concerning the property at 4824 Linden Street, Mr. Garvin determined the "as is" value of the property to be $25,000. Ms. Buckley determined the "as is" value of the property to be $18,920.[2] Because both valuations are lower than the $25,001 sale price at the second foreclosure sale, the deficiency judgment entered against Meisner in civil action # 2011-CP-40-6317 shall be determined based on that foreclosure sale price. After deducting the $25,001 foreclosure sale price from the foreclosure judgment amount of $63,734.92, there remains a deficiency owed by Meisner in the amount of $38,733.92 in civil action # 2011-CP-40-6317.

For civil action # 2011-CP-40-6318 concerning the property at 8391 Winnsboro Road, Mr. Garvin determined the "as is" value of the property to be $16,000 and Ms. Buckley determined the "as is" value of the property to be $15,470.[3] Both valuations are higher than the $10,501.00 sale price at the second foreclosure sale. To the benefit of Meisner, and because neither Meisner nor Ms. Buckley ever submitted any documents to the Court to support Ms. Buckley's valuation of this property as required by the Order of July 27, 2017, the deficiency judgment entered against Meisner in civil action # 2011-CP-40-6318 shall be determined based on Mr. Garvin's valuation of $16,000. After deducting the $16,000 appraisal value from the foreclosure judgment amount of $43,220.45, there remains a deficiency owed by Meisner in the amount of $27,220.45 in civil action # 2011-CP-40-6318.

With respect to Sand Dollar 31, the Court finds that it failed to timely petition for an order of appraisal. "In any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked, whether he has theretofore appeared in the action or not, may within thirty days after the sale of the mortgaged property apply by verified petition to the

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[2] The Court declines to adopt Ms. Buckley's valuation of $31,000 "subject to" repairs in the amount of $12,080 because there is no evidence before the Court that such repairs had been made to the subject property as of the date of the second foreclosure sale and neither Meisner nor Ms. Buckley ever submitted any documents to the Court as required by the Order of July 27, 2017, to support this valuation.

[3] The Court declines to adopt Ms. Buckley's valuation of $20,000 "subject to" repairs in the amount of $4,530 because there is no evidence before the Court that such repairs had been made to the subject property as of the date of the second foreclosure sale and neither Meisner nor Ms. Buckley ever submitted any documents to the Court as required by the Order of July 27, 2017, to support this valuation.

clerk of court in which the decree or order of sale was taken for an order of appraisal." S.C. Code Ann. § 29-3-680(A).

Meisner's "Petition for Appraisal S.C. Code Ann. § 29-3-680 *et. seq.*" filed on July 31, 2012, was ineffectual as to Sand Dollar 31 because Meisner, a non-lawyer, was prohibited by law from representing this entity. *Renaissance Enters., Inc. v. Summit Teleservices, Inc.*, 334 S.C. 649, 651-53, 515 S.E.2d 257, 258-59 (1999)("We now hold a non-lawyer cannot represent a corporation in circuit or appellate courts ...a corporation may appear pro se only in magistrate's court."). Therefore, the deficiency judgment amounts to be entered against Sand Dollar 31 in both cases shall be based on the difference between the total judgment amount listed in each Judgment of Foreclosure and Sale and the second foreclosure sale price of each property.

After deducting the $25,001 foreclosure sale price from the foreclosure judgment amount of $63,734.92 in civil action # 2011-CP-40-6317, there remains a deficiency owed by Sand Dollar 31 in the amount of $38,733.92 in that action. After deducting the $10,501 foreclosure sale price from the foreclosure judgment amount of $43,220.45 in civil action # 2011-CP-40-6318, there remains a deficiency owed by Sand Dollar 31 in the amount of $32,719.45 in that action.

4. The administrative dismissals of these two cases are vacated.

Because these two cases still had pending issues to resolve at the time of the Omnibus Order of Dismissal Without Prejudice on September 12, 2017, they should not have been administratively dismissed. The Court therefore vacates the administrative dismissals of these two cases.

NOW, THEREFORE, it is ordered that:

1. The administrative dismissals entered in both cases on September 12, 2017, are vacated;

2. The "Motion to Alter or Amend Pursuant to S.C.R.C.P. Rule 59(e) and Motion to Hold Actions Items in Abeyance Until Court Can Evaluate the Appraisal Evidence" of Defendant Rhonda Meisner filed herein on August 8, 2017, is denied;

3. The award of attorney's fees set forth in the Judgments of Foreclosure and Sale entered in each case on May 16, 2012, are hereby affirmed in the amounts of $6,000 in civil action # 2011-CP-40-6317 and $8,000 in civil action # 2011-CP-40-6318;

4. The total judgment amounts set forth in the Judgments of Foreclosure and Sale entered in each on May 16, 2012, are hereby affirmed in the amounts of $63,734.92 in civil action # 2011-CP-40-6317 and $43,220.45 in civil action # 2011-CP-40-6318, plus interest as set forth in those judgments;

5. The opinion letter from Eugene Garvin dated August 30, 2017, shall be filed and treated as the Return of Appraisers;

6. For civil action # 2011-CP-40-6317, deficiency judgment is entered against Defendant Rhonda Meisner in the amount of $38,733.92 plus interest at the legal rate for judgments;

7. For civil action # 2011-CP-40-6318, deficiency judgment is entered against Defendant Rhonda Meisner in the amount of $27,220.45 plus interest at the legal rate for judgments;

8. For civil action # 2011-CP-40-6317, deficiency judgment is entered against Defendant Sand Dollar 31, LLC, in the amount of $38,733.92 plus interest at the legal rate for judgments;

9. For civil action # 2011-CP-40-6318, deficiency judgment is entered against Defendant Sand Dollar 31, LLC, in the amount of $32,719.45 plus interest at the legal rate for judgments; and

10. This case is ended.

AND IT IS SO ORDERED.

Joseph M. Strickland
Master in Equity for Richland County

December 18, 2017

ELECTRONICALLY FILED - 2018 Apr 20 4:55 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4006318

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	Civil Action# 2011-CP-40-06318
SCBT, N.A.,	
Plaintiff,	MOTION TO LIFT AUTOMATIC STAY
vs.	
Sand Dollar 31, LLC; Rhonda Meisner;	
Defendants.	

(16555-79 SMF)

TO: RHONDA MEISNER, *pro se*:

YOU WILL PLEASE TAKE NOTICE that Plaintiff SCBT, N.A. n/k/a South State Bank ("Plaintiff") hereby moves the Court pursuant to Rule 241, SCACR, and Rule 62, SCRCP, for permission for Plaintiff to file, or for the Court to file, the opinion letter from Eugene Garvin dated August 30, 2017, attached hereto as Exhibit 1 for the following reasons:

1. The Court entered an Order Denying Motion to Alter or Amend and Entering Deficiency Judgments in this action on December 28, 2017;
2. In Paragraph 4 of the order section, the Court ordered that "[t]he opinion letter from Eugene Garvin dated August 30, 2017, shall be filed and treated as the Return of Appraisers;"
3. To date, the opinion letter has not been filed in this action;
4. On February 20, 2018, Defendant Rhonda Meisner ("Meisner") served a Notice of Appeal from this order, which appeal is currently pending in the South Carolina Court of Appeals;
5. "As a general rule, the service of a notice of appeal in a civil matter acts to automatically stay matters decided in the order, judgment, decree or decision on appeal, and to automatically stay the relief ordered in the appealed order, judgment, or decree or decision." Rule 241(a), SCACR.
6. Plaintiff contends that filing this opinion letter at this time would not be a violation of the automatic appellate stay because it is merely the carrying out of a clerical or ministerial task ordered before the appeal, and this task in no way furthers the matters already

adjudicated or the relief provided for by the order being appealed. *See Jacobs v. Serv. Merch. Co.*, 297 S.C. 123, 132, 375 S.E.2d 1, 6 (Ct. App. 1988) ("After the filing of a Notice of Intent to Appeal, the circuit court's jurisdiction over the appealed order extended only to correction of clerical errors.");

7. However, out of an abundance of caution, and in the event the Court believes that the automatic appellate stay is applicable to the filing of the opinion letter at this time, Plaintiff hereby respectfully moves the Court to lift the automatic stay and either file the opinion letter or permit Plaintiff to file the opinion letter.

This motion is based on the orders filed herein, the exhibit attached hereto, the case law, the South Carolina Rules of Civil Procedure, the South Carolina Appellate Court Rules, and the statutes of South Carolina. The undersigned certifies that consultation with the other parties regarding this motion would serve no useful purpose.

Respectfully submitted,

s/ Sean M. Foerster

Sean M. Foerster (SC Bar # 77466)
ROGERS TOWNSEND & THOMAS, PC
1221 Main Street, 14th Floor (29201)
Post Office Box 100200
Columbia, South Carolina 29202-3200
(803)771-7900
sean.foerster@rtt-law.com

Attorneys for Plaintiff SCBT, N.A. n/k/a South State Bank

April 20, 2018

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Exhibit 1

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Garvin Appraisals & Properties, LLC
5 Calendar Court, Suite 103
Columbia, SC 29206

August 30, 2017

Sean M. Foerster
Rogers Townsend & Thomas
P. O. Box 100200
Columbia, SC 29202

Re: SCBT, N.A. vs Sand Dollar 31, LLC; Rhonda Meisner
Civil Action #2011-CP-40-6317 and 2011-CP-40-6318

Dear Mr. Foerster:

I have contacted the defendant's appraiser, Angela Buckley, and we discussed our appraisals on the properties involved in this proceeding. I appraised 8391 Winnsboro Road, Blythewood, SC 29016 on 09/17/2012 as a manufactured home "as is" for $16,000. According to Ms. Buckley, she appraised this same property as a manufactured home on 09/14/2012 for $20,000 but "subject to" repair work totaling $4,530. If the repair work is deducted from the $20,000 opinion of value the net value of her appraisal is $15,470.

I appraised 4824 Linden Street, Columbia, SC 29203 on 09/13/2012 as a single family residential "as is" for $25,000. According to Ms. Buckley, she appraised this same property on 09/14/2012 for $31,000 but "subject to" repairs of $12,080. If the repair work is deducted from the $31,000 opinion of value the net value of her appraisal is $18,920. Her appraisals are "subject to" the repair work being completed and when and if that occurs then the values are the $20,000 for 8391 Winnsboro Road and $31,000 for 4824 Linden Street. I do not know if Ms. Buckley did any final inspections to determine if the repair work on either property was completed.

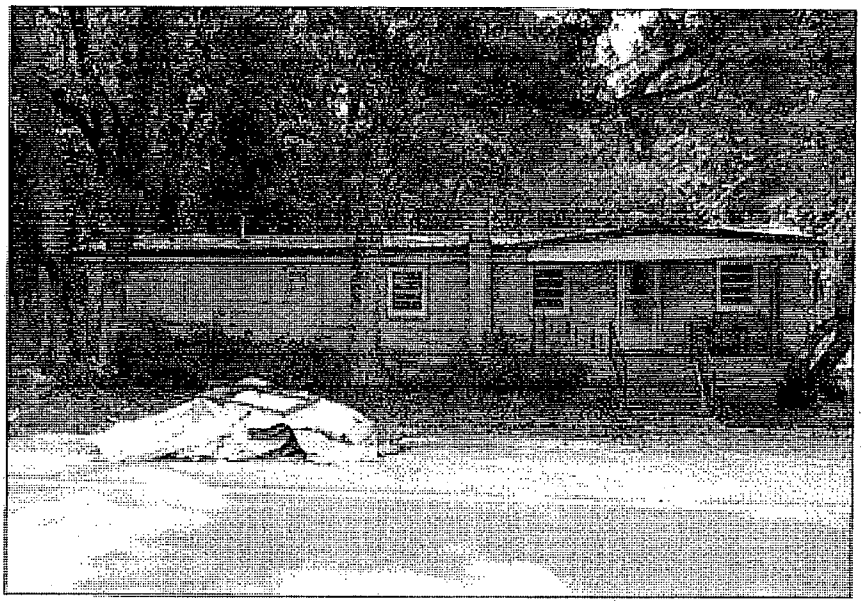
I stand by my opinion of value for both properties as of the effective date of my reports shown above. Ms. Buckley has not stated directly to me, but from my conversation I am convinced, that she would concur that she also stands by her opinion of value of the properties as of the effective dates of her appraisals shown above.

If you have any questions or need to discuss this further, please do not hesitate to contact me.

Yours truly

Eugene C. Garvin, Jr.
CR 2746

File No. 091218G



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

8391 Winnsboro Road
Blythewood, SC 29016

for

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

as of

09/17/2012

by

Eugene Garvin, Jr.
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206

GARVIN APPRAISALS

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GARVIN APPRAISALS
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
803-779-4243

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September 21, 2012

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

Property -	8391 Winnsboro Road Blythewood, SC 29016
Borrower -	N/A
File No. -	091218G
Case No. -	

Dear :

In accordance with your request, I have prepared an appraisal of the real property located at 8391 Winnsboro Road, Blythewood, SC.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the Summary Report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 09/17/2012 is :

$16,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

GARVIN APPRAISALS

Eugene Garvin, Jr.
SC Certification #2746

Manufactured Home Appraisal Report

File # 091218G

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

SUBJECT

Property Address 8391 Winnsboro Road City Blythewood State SC Zip Code 29016
Borrower N/A Owner of Public Record SC Operating Room Equip. County Richland
Legal Description Deed Book 1157, Page 3375
Assessor's Parcel # 10100-01-12 Tax Year 2011 R.E. Taxes $ 512
Neighborhood Name Blythewood Map Reference Blythewood Census Tract 102.00
Occupant [ ] Owner [ ] Tenant [X] Vacant Project Type (if applicable) [ ] PUD [ ] Condominium [ ] Cooperative [ ] Other (describe)
Special Assessments $ N/A HOA $ N/A [ ] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] Other (describe) Determine Market Value for Client
Lender/Client South Carolina Bank & Trust Address 700 Gervais Street, Columbia, SC 29201
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? [ ] Yes [X] No
Report data source(s) used, offering price(s), and date(s). MLS

Manufactured homes located in either a condominium or cooperative project require the appraiser to inspect the project and complete the Project Information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price$ Date of Contract Is the property seller the owner of public record? [ ] Yes [ ] No Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No
If Yes, report the total dollar amount and describe the items to be paid:

I [ ] did [X] did not analyze the manufacturer's invoice. Explain the results of the analysis of the manufacturer's invoice or why the analysis was not performed.
Invoice not available
Retailer's Name (New Construction) N/A

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				Manufactured Housing Trends				Manufactured Housing		Present Land Use %	
Location	[ ] Urban	[ ] Suburban	[X] Rural	Property Values	[ ] Increasing	[X] Stable	[ ] Declining	PRICE	AGE	One-Unit	40.0 %
Built-Up	[ ] Over 75%	[X] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	$(000)	(yrs)	2-4 Unit	%
Growth	[ ] Rapid	[ ] Stable	[X] Slow	Marketing Time	[ ] Under 3 mths	[ ] 3-6 mths	[X] Over 6 mths	15 Low	new	Multi-Family	%
Neighborhood Boundaries	to the north by Wildflower Road & Muller Road, east &							65 High	50	Commercial	5.0 %
south by I-20, and west by SC Hwy 260.								30 Pred.	20	Other	55.0 %

Neighborhood Description The subject property is located approximately 15 miles north of the downtown Columbia area off on the Winnsboro Road in northern Richland County. This area allows for average access to employment centers, shopping and schools. *** See Additional Comments ***
Market Conditions (including support for the above conclusions) Market conditions are currently attractive as interest rates remain at historical lows. Property values in the neighborhood appear to be stable. Supply and demand are in balance with typical exposure times being over six months. *** See Additional Comments ***

SITE

Dimensions unable to obtain dimensions (tax map incl) Area .27+-ac Shape irregular View residential/woods
Specific Zoning Classification RU Zoning Description rural district manufactured homes allowed
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements-Type	Public	Private
Electricity	[X]	[ ]	Water	[ ]	[X] well	Street asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[ ]	[X] septic	Alley none	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [X] No FEMA Flood Zone X FEMA Map # 4501700050 G FEMA Map Date 01/19/94
Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No If No, describe

Is the site size, shape and topography generally conforming to and acceptable in the market area? [X] Yes [ ] No If No, explain

Is there adequate vehicular access to the subject property? [X] Yes [ ] No If No, describe

Is the street properly maintained? [X] Yes [ ] No If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe
However, your appraiser is not an environmental expert.

HUD DATA PLATE

The HUD Data Plate/Compliance Certificate is located on the interior of the subject and contains, among other things, the manufacturer's name, trade/model name, year manufactured and serial number. The HUD Certification Label is located on the exterior of each section of the home.
Is the HUD Data Plate/Compliance Certificate attached to the dwelling? [ ] Yes [X] No If Yes, identify the location. If No, provide the data source(s) for the HUD Data Plate/Compliance Certificate information. No HUD Data Plate/Compliance Certificate information available.
Is a HUD Certification Label attached to the exterior of each section of the dwelling? [ ] Yes [X] No If No, provide the data source(s) for the HUD Certification Label #'s
No HUD Data Plate/Compliance Certification Label #'s available.

Manufacturer's Serial #(s)/VIN #(s) Unknown
HUD Certification Label #(s) Unknown
Manufacturer's Name Unknown Trade/Model Unknown Date of Manufacture Unknown
Do the Wind, Roof Load, and Thermal Zones meet the minimum HUD requirements for the location of the subject property? [X] Yes [ ] No If No, explain
It is assumed that the subject property meets the HUD requirements for its location.

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Manufactured Home Appraisal Report

File # 091218G

GENERAL DESCRIPTION		FOUNDATION		EXTERIOR DESCRIPTION materials/condition		INTERIOR materials/condition	
# of Units	X One ☐ Additions	☐ Poured Concrete ☐ Concrete Runners		Siding	brick veneer/fair	Floors	laminate/vinyl/avg
# of Stories	X 1 ☐ 2 ☐ Other	X Block & Pier ☐ Other-att. description		Exterior Walls	brick/masonite/fair	Walls	panel/drywall/avg
Design (Style)	single wide	☐ Full Basement ☐ Partial Basement		Roof Surface	metal/average	Trim/Finish	wood/avg
# of Sections	X 1 ☐ 2 ☐ 3	Basement Area	None sq. ft.	Gutters & Downspouts	none	Bath Floor	vinyl/fair
☐ Other		Basement Finish	N/A %	Window Type	DH wood/metal/fair	Bath Wainscot	fibrlgs/fair
Type	X Det. ☐ Att. ☐ S-Det./End Unit	N Outside Entry/Exit N Sump Pump		Storm Sash/Insulated	none	Car Storage	☐ None
X Existing	☐ Proposed ☐ Under Const.	Evidence of N Infestation		Screens	partial/fair	X Driveway	# of Cars 2
Year Built	1969 Effective Age (Yrs) 30	N Dampness N Settlement		Doors	wood/fair	Driveway Surface	concrete/dirt
Attic	X None	Heating X FWA ☐ HWBB ☐ Radiant		Amenities	☐ WoodStove(s)#	☐ Garage	# of Cars none
☐ Drop Stair	☐ Stairs	☐ Other Fuel	gas	☐ Fireplaces #	X Fence	☐ Carport	# of Cars none
☐ Floor	☐ Scuttle	Cooling X Central Air Conditioning		☐ Patio/Deck	X Porch	☐ Attached	☐ Detached
☐ Finished	☐ Heated	☐ Individual ☐ Other		☐ Pool	☐ Other	☐ Built-in	

Appliances ☐ Refrigerator P Range/Oven ☐ Dishwasher ☐ Disposal ☐ Microwave ☐ Washer/Dryer ☐ Other (describe)

Finished area **above** grade contains: 5 Rooms 3 Bedrooms 1 Bath(s) 920 Square Feet of Gross Living Area Above Grade

Describe any additions or modifications (decks, rooms, remodeling, etc.) The subject property appears to have originally been a single wide manufactured home that has been "bricked in" with a rear addition of two bedrooms & a hallway. The subject property has some panel walls. *** See Additional Comments ***

IMPROVEMENTS

Installer's Name Unknown Date Installed Unknown Model year Unknown

Is the manufactured home attached to a permanent foundation system? X Yes ☐ No If No, describe foundation system and the manner of attachment.

Have the towing hitch, wheels, and axles been removed? X Yes ☐ No If No, explain.

Is the manufactured home permanently connected to a septic tank or sewage system and other utilities? X Yes ☐ No If No, explain

Does the dwelling have sufficient gross living area and room dimensions to be acceptable to the market? X Yes ☐ No If No, explain

Additional features (special energy efficient items, non-realty items, etc.) None

The appraiser must rate the quality of construction for the subject unit based on objective criteria (such as N.A.D.A. Manufactured Housing Appraisal Guide®, Marshall & Swift Residential Cost Handbook®, or other published cost service). The appraiser must also report the source used for this quality of construction rating determination.

Quality ☐ Poor ☐ Fair X Average ☐ Good ☐ Excellent Identify source of quality rating Marshall & Swift

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). The subject property is considered to be in average to fair conditiion. The masonite portion of the exterior siding is deteriorating. At the time of the inspection and according to the owner, the HVAC system was not working and in need of repair. A free standing range was the only appliance in the kitchen. *** See Additional Comments ***

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes X No If Yes, describe

However, your appraiser could conduct a head & shoulders inspection of the crawl space only. It appears the subject foundations is block & brick piers on a brick curtain wall. *** See Additional Comments ***

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? X Yes ☐ No If No, describe

COST APPROACH

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) The site value was estimated from closed sales and active listings in the MLS and information obtained from the Tax Assessor's Web site. The Cost Approach is not required.

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW

Source of cost data | Effective date of cost data | Quality rating from cost service

OPINION OF SITE VALUE		$	Exterior Dimensions of the Subject Unit		
Section One	Sq. ft. @ $	$	X	=	Sq. ft.
Section Two	Sq. ft. @ $	$	X	=	Sq. ft.
Section Three	Sq. ft. @ $	$	X	=	Sq. ft.
Section Four	Sq. ft. @ $	$	X	=	Sq. ft.
		$	Total Gross Living Area:		Sq. ft.
		$	Other Data Identification		
		$	N.A.D.A. Data Identification Info: Edition Mo: Yr:		
Sub-total:		$	MH State: Region: Size:	ft. x	ft.
Cost Multiplier (if applicable):		X	Gray pg. White pg.	Black SVS pg.	
ModifiedSub-total:			15 years and older Conversion Chart pg.	Yellow pg.	
Physical Depreciation or Condition Modifier:			Comments:		
Functional Obsolescence (not used for N.A.D.A.):					
External Depreciation or State Location Modifier:					
Delivery, Installation, and Setup (not used for N.A.D.A.):		$			
Other Depreciated Site Improvements:		$			
Market Value of Subject Site (as supported above):		$ 10,000			
Indicated Value by Cost Approach		$	Estimated Remaining Economic Life (HUD and VA only)		Years

Summary of Cost Approach N/A

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Manufactured Home Appraisal Report

File # 091218G

There are 2 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 34900 to $ 39900

There are 15 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 13000 to $ 40000

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	8391 Winnsboro Road Blythewood, SC 29016	303 Ashley Creek Drive Elgin, SC 29045		709 Big Fork Road Winnsboro, SC 29180		201 Robin Hood Road Elgin, SC 29045	
Proximity to Subject		16.33 miles E		6.26 miles NW		11.05 miles E	
Sale Price	$		$ 21,700		$ 16,000		$ 35,000
Sale Price/Gross Liv. Area	$ sq. ft.	$ 23.48 sq. ft.		$ 13.99 sq. ft.		$ 31.11 sq. ft.	
Manufactured Home		[X] Yes [ ] No		[X] Yes [ ] No		[X] Yes [ ] No	
Data Source(s)		MLS/Tax Assessor		MLS/Tax Assessor		MLS/Tax Assessor	
Verification Source(s)		Appraiser		Appraiser		Appraiser	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		cash no concessions		cash no concessions		unknown unknown	
Date of Sale/Time		06/18/12 closed		09/14/12 closed		02/08/12 closed	
Location	rural	rural		rural		rural	
Leasehold/Fee Simple	fee simple	fee simple		fee simple		fee simple	
Site	.27+-ac	1.04+-ac		1+-ac		1.31+-ac	-2,500
View	resident/woods	woods		resident/woods		resident/woods	
Design (Style)	manufactured	manufactured		manufactured		manufactured	
Quality of Construction	average	average		average		average	
Actual Age	43	20		15		15	
Condition	fair-average	average	-3,000	fair-average		average	-3,000
Above Grade Room Count (Total / Bdrms. / Baths)	5 / 3 / 1	5 / 2 / 2	-3,000	5 / 3 / 2	-3,000	5 / 2 / 2	-3,000
Gross Living Area	920 sq. ft.	924 sq. ft.		1,144 sq. ft.	-4,500	1,125 sq. ft.	-4,100
Basement & Finished Rooms Below Grade	none	none		none		none	
Functional Utility	good	good		good		good	
Heating/Cooling	central	central		none	+2,500	fwa/win units	+2,500
Energy Efficient Items	none	none		none		none	
Garage/Carport	none	none		single carport	-1,000	det dbl garage	-1,500
Porch/Patio/Deck	cpor	deck	+1,000	cpor		deck	+1,000
	no f/p	no f/p		one f/p	-1,000	one f/p	-1,000
Net Adjustment (Total)		[ ] + [X] -	$ -5,000	[ ] + [X] -	$ -7,000	[ ] + [X] -	$ -11,600
Adjusted Sale Price of Comparables		Net Adj. 23.04 % Gross Adj 32.26 %	$ 16,700	Net Adj. 43.75 % Gross Adj 75.00 %	$ 9,000	Net Adj. 33.14 % Gross Adj 53.14 %	$ 23,400

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

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

Data Source(s) bank source/Masters Report

My research [X] did [ ] did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s) Tax Assessor

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 4).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	08/08/2012	12/05/2011		02/08/12
Price of Prior Sale/Transfer	10,501	50,000		26,000
Data Source(s)	Masters Report	tax assessor/MLS	tax assessor/MLS	tax assessor/MLS
Effective Date of Data Source(s)	09/21/2012	09/21/2012	09/21/2012	09/21/2012

Analysis of prior sale or transfer history of the subject property and comparable sales The subject property and comp one were foreclosure sales as shown above. According to the MLS, comp three was an estate sale as shown above. According to the tax assessor's office there were no other prior sales of the subject property within the previous 36 months and no prior sales on comp two within the previous 12 months from the sales date posted above.

Summary of Sales Comparison Approach All three comps are manufactured homes in similar settings as the subject. Based on information obtained from the tax assessor's office a slight adjustment is made for comp three under the "site" item. According to the comments and interior photos posted in the MLS, comps one & three differ slightly as to "condition". Comp three is dated. All three comps exceed the proximity guidelines and the adjustments for all three comps are excessive. This is typical & unavoidable when appraising manufactured homes in this type of rural setting in northern Richland County due to a lack of recent sales in the immediate neighborhood. For valuation purposes, the use of all three comps to determine market value is warranted. *** See Additional Comments ***

Indicated Value by Sales Comparison Approach $ 16,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 16,000 Cost Approach $ Not Required Income Approach (if developed) $ N/A

This appraisal is made [ ] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [X] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. subject to the HVAC system being repaired and becoming operational.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 16,000 , as of 09/17/2012 , which is the date of inspection and the effective date of this appraisal.

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Manufactured Home Appraisal Report

File # 091218G

ADDITIONAL COMMENTS

This appraisal report is not intended to be used for insurance purposes. I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three year period immediately preceding acceptance of this assignment.This report has been electronically prepared in compliance with the USPAP Guidelines which included a digital signature and adequate security measures in place to protect the integrity of the data produced by the appraiser. There is no personal property included in the value opinion of the subject property.

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae.)

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

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

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

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

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

Legal name of project N/A

Total number of phases	Total number of units	Total number of units sold
Total number of units rented	Total number of units for sale	Data Source(s)

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

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

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

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

Describe common elements and recreational facilities.

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File No. 091218G

ADDITIONAL COMMENTS

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Lender or Client South Carolina Bank & Trust

SCOPE OF THE APPRAISAL
The Owner of Public Record is the South Carolina Operating Room Equipment, LLC.

NEIGHBORHOOD DESCRIPTION
There is a variety of properties in the general neighborhood including manufactured homes, bungalow residential properties, custom built medium to large homes on multiple acre sites, commercial properties and vacant land. Overall marketability and acceptance for this area is average. The subject property is considered to be on the fringe of the popular Blythewood community.

MARKET CONDITIONS
Homes in the neighborhood are typically financed with VA, FHA and conventional loans with the buyer and seller negotiating closing costs. The exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an anyalysis of past events assuming competitive and open market. The 55% "Other" under the Percent Land Use section above is vacant land.

ADDITIONS / MODIFICATIONS TO SUBJECT
6.5' to 7' ceilings, no attic access found by your appraiser, and block pier foundation. These are all characteristics of a manufactured home. The Richland County Tax Assessor's office indicates the "County Use Code" as Mobile Home and the "Universal Lane Use" as Mobile Home. Therefore, your appraiser is making the assumption that the subject property is a modified manufactured home.

CONDITION OF PROPERTY
There is some type of heating device located in the living room. It is not known if this is a supplemental heating device or if it is operational. The current owner did not know what this was or if it was operational. The power was on and water was on. It appears at one time there was a detached double carport adjacent to the dwelling; however the roof has been removed and the area is now a double car parking pad. Overall quality of construction is considered to be average. There is no functional obsolesence noted. There is a slight degree of external obsolesence due to the subject location on a heavily traveled major road. Physical depreciation is typical of properties of similar age, maintenance and quality of construction.

LIVABILITY, SOUNDESS, STRUCTURAL INTEGRITY
Your appraiser cannot certify to the soundness of the foundation.

SUMMARY OF SALES COMPARISON APPROACH
A final value opinion of $16,000 is within market range. The Intended User of this appraisal report is the Client. The Intended Use is to evaluate the property that is the subject of this appraisal for bank purposes, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of the appraisal form, and Definition of Market Value. No additional Users are identified by the appraiser.

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Manufactured Home Appraisal Report

File # 091218G

This report form is designed to report an appraisal of a one-unit manufactured home; including a manufactured home in a planned unit development (PUD). A Manufactured home located in either a condominium or cooperative project requires the appraiser to inspect the project and complete the project information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

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

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

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

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

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

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

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

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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Manufactured Home Appraisal Report

File # 091218G

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

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I also developed the cost approach to value as support for the sales comparison approach. I have adequate comparable market and cost data to develop reliable sales comparison and cost approaches for this appraisal assignment. I further certify that I considered the income approach to value but did not develop it, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgageloanapplication).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

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Manufactured Home Appraisal Report

File # 091218G

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

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

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

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

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

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

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

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

APPRAISER

Signature _____
Name Eugene Garvin, Jr.
Company Name GARVIN APPRAISALS
Company Address 5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
Telephone Number 803-779-4243
Email Address ecgarvin@garvinappraisals.com
Date of Signature and Report September 21, 2012
Effective Date of Appraisal 09/17/2012
State Certification # 2746
or State License # _____
or Other _____
State SC
Expiration Date of Certification or License 06/30/2014

ADDRESS OF PROPERTY APPRAISED
8391 Winnsboro Road
Blythewood, SC 29016

APPRAISED VALUE OF SUBJECT PROPERTY $ 16,000

LENDER/CLIENT
Name _____
Company Name South Carolina Bank & Trust
Company Address 700 Gervais Street, Columbia, SC 29201
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

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

SUBJECT PROPERTY

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

COMPARABLE SALES

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

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Market Conditions Addendum to the Appraisal Report File No. 091218G

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 8391 Winnsboro Road City Blythewood State SC ZIP Code 29016

Borrower N/A

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

MARKET RESEARCH & ANALYSIS

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)	5	7	3	[ ] Increasing [X] Stable [ ] Declining
Absorption Rate (Total Sales/Months)	0.83	2.33	1.00	[ ] Increasing [X] Stable [ ] Declining
Total # of Comparable Active Listings	4	2	2	[ ] Declining [X] Stable [ ] Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	4.80	0.86	2.00	[ ] Declining [X] Stable [ ] Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Median Comparable Sale Price	$26,000	$32,500	$25,000	[ ] Increasing [X] Stable [ ] Declining
Median Comparable Sales Days on Market	54	54	20	[X] Declining [ ] Stable [ ] Increasing
Median Comparable List Price	$33,950	$22,450	$37,400	[ ] Increasing [X] Stable [ ] Declining
Median Comparable Listings Days on Market	63.5	51.5	64	[ ] Declining [X] Stable [ ] Increasing
Median Sale Price as % of List Price	94.59%	90.26%	90.12%	[ ] Increasing [X] Stable [ ] Declining
Seller-(developer, builder, etc.) paid financial assistance prevalent?	[X] Yes [ ] No			[ ] Declining [X] Stable [ ] Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Seller concessions are typical for this neighborhood and that trend has held steady for the previous 12 months. It does not appear that these concessions are increasing, but as always they are negotiated by the seller & borrower.

Are foreclosure sales (REO sales) a factor in the market? [X] Yes [ ] No If yes, explain (including the trends in listings and sales of foreclosed properties).

Foreclosure sales do occur in this particular market. In the past they were purchased by investors who would repair or renovate the properties and place them back on the market at competitive prices. However with the banks now reluctant to make investor loans they are directly listing REO and often accepting below market offers.

Cite data sources for above information. tax assessor's office/MLS/appraiser's office data

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

The above data supports the information in the Neighborhood section of the appraisal report. There has been a slowdown of sales in the general area due to the current economic conditions. Due to limited sales, it is difficult to determine if any significant trends have been established.

CONDO/CO-OP PROJECTS

If the subject is a unit in a condominium or cooperative project, complete the following: Project Name:

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)				[ ] Increasing [ ] Stable [ ] Declining
Absorption Rate (Total Sales/Months)				[ ] Increasing [ ] Stable [ ] Declining
Total # of Active Comparable Listings				[ ] Declining [ ] Stable [ ] Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				[ ] Declining [ ] Stable [ ] Increasing

Are foreclosure sales (REO sales) a factor in the project? [ ] Yes [ ] No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

APPRAISER

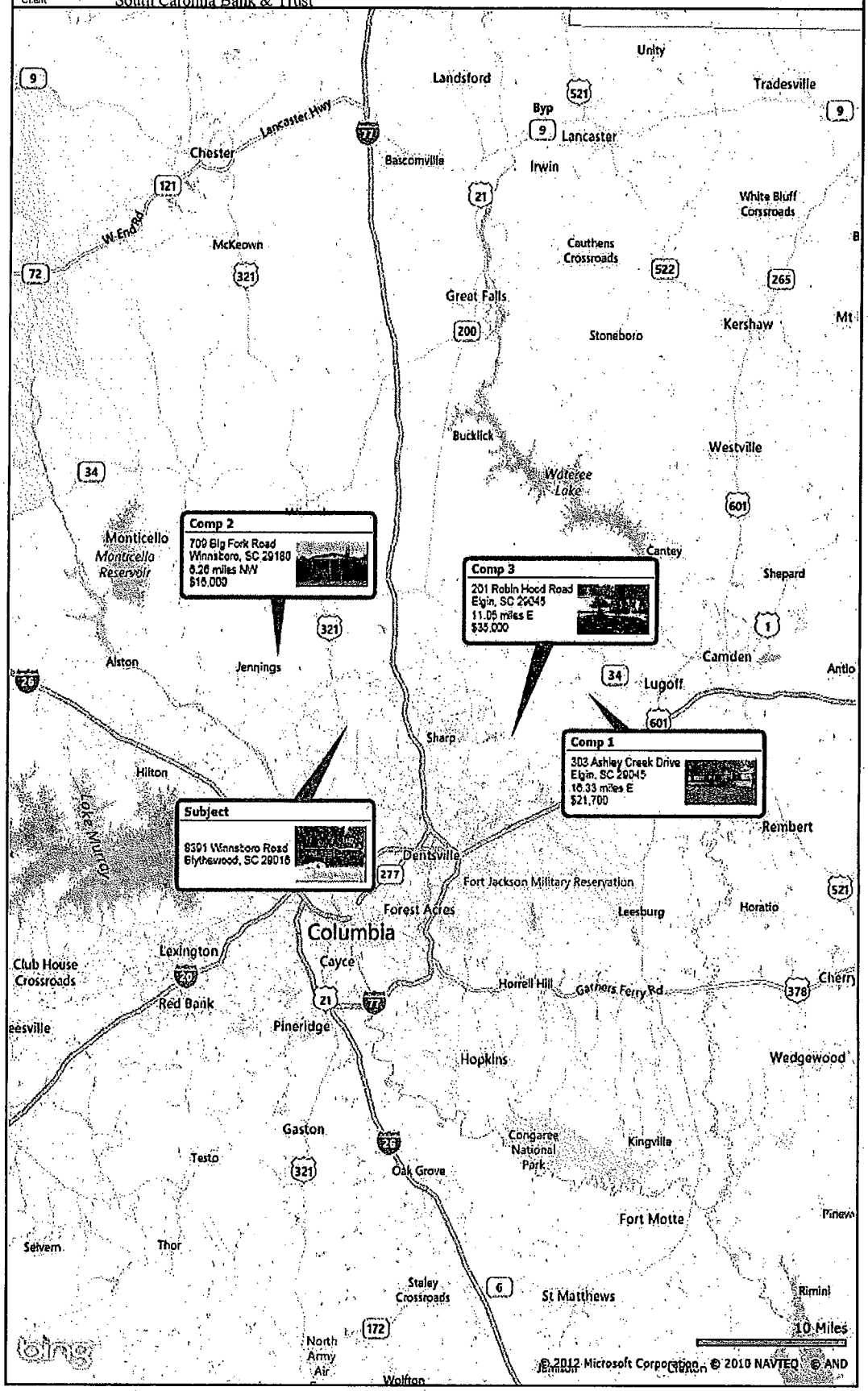
Signature	Signature
Appraiser Name Eugene Garvin, Jr.	Appraiser Name
Company Name GARVIN APPRAISALS	Company Name
Company Address 5 CALENDAR COURT STE 103, COLUMBIA, SC 29206	Company Address
State License/Certification # 2746 State SC	State License/Certification # State
Email Address ecgarvin@garvinappraisals.com	Email Address

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File No. 091218G

Location Map

Borrower or Owner	N/A				
Property Address	8391 Winnsboro Road				
City	Blythewood	County	Richland	State	SC	Zip Code	29016
Client	South Carolina Bank & Trust				

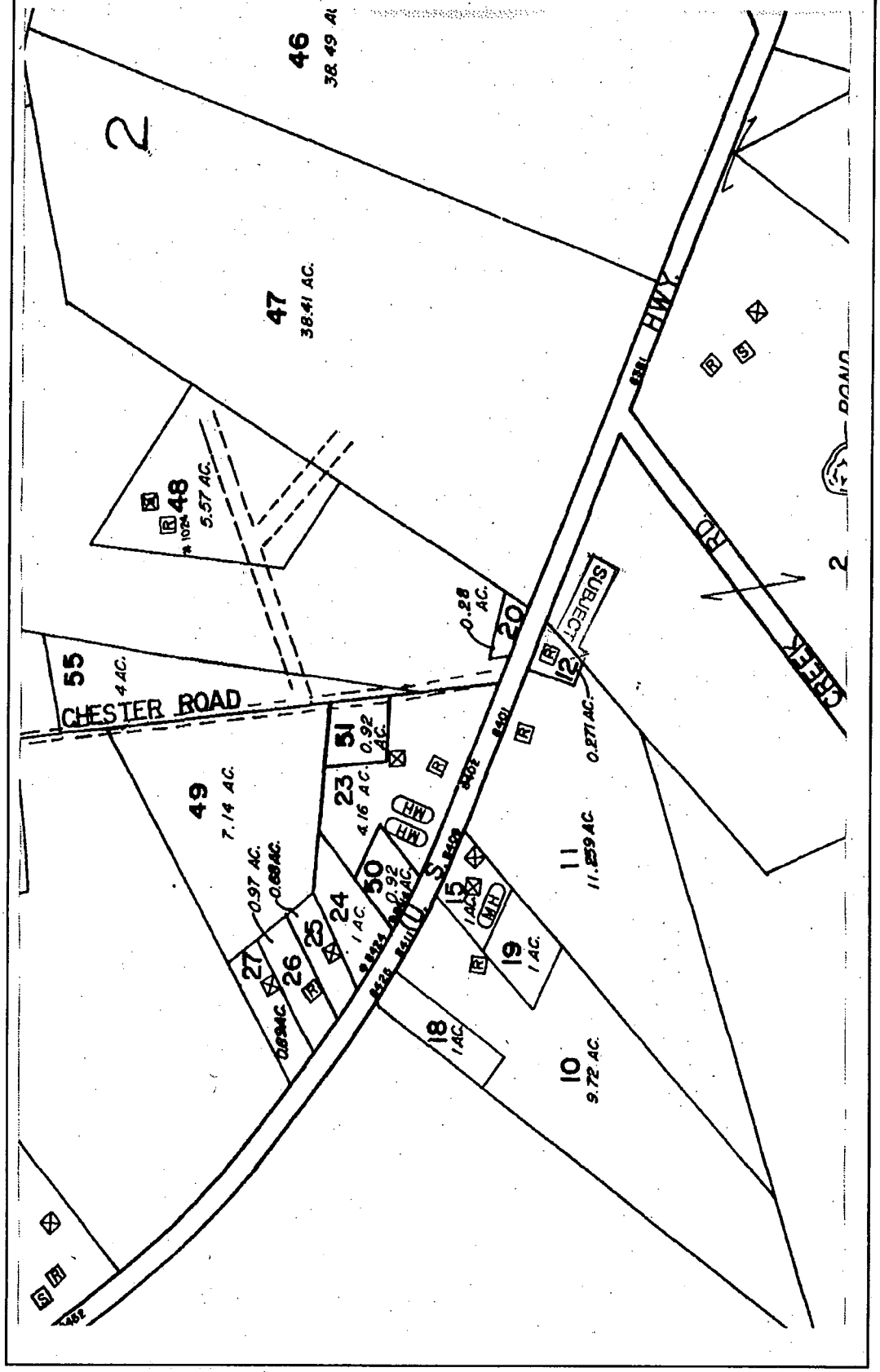


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File No. 091218G

SITE PLAN

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust



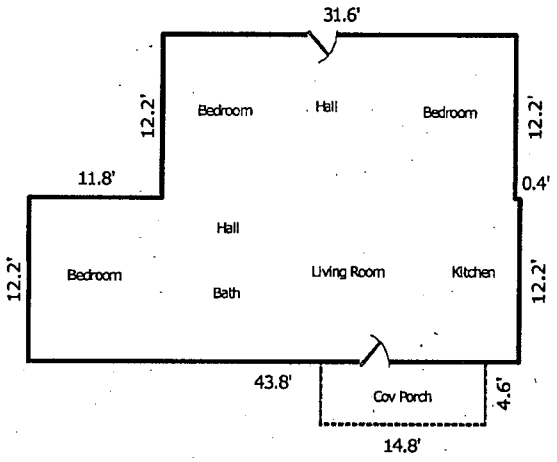
GARVIN APPRAISALS

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File No. 091218G

SKETCH ADDENDUM

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust



Sketch by Apex Medina™
Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	919.9	919.9
P/P	Cov Porch	68.1	68.1
Net LIVABLE Area		(rounded)	920

LIVING AREA BREAKDOWN

Breakdown			Subtotals
First Floor			
12.2	x	31.6	385.5
43.8	x	12.2	534.4
2 Items		(rounded)	920

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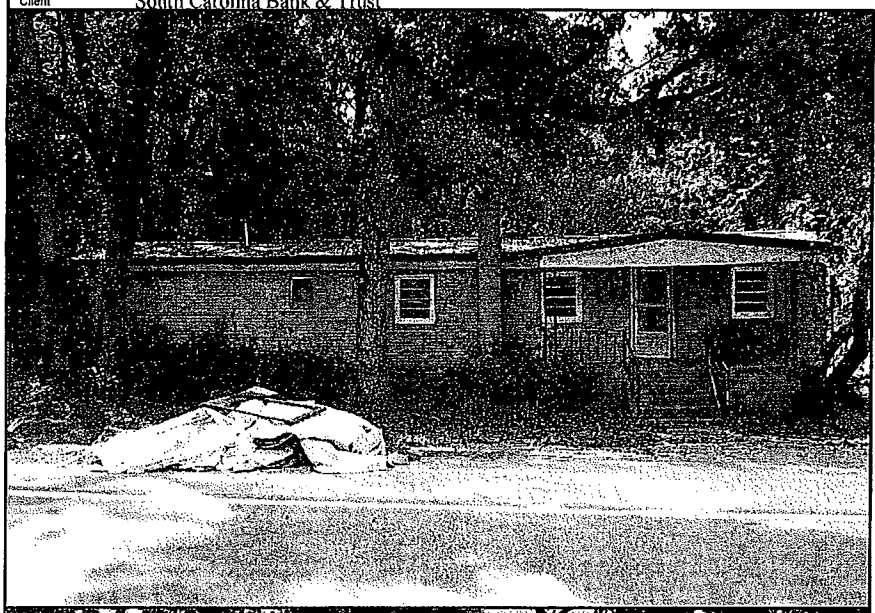
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

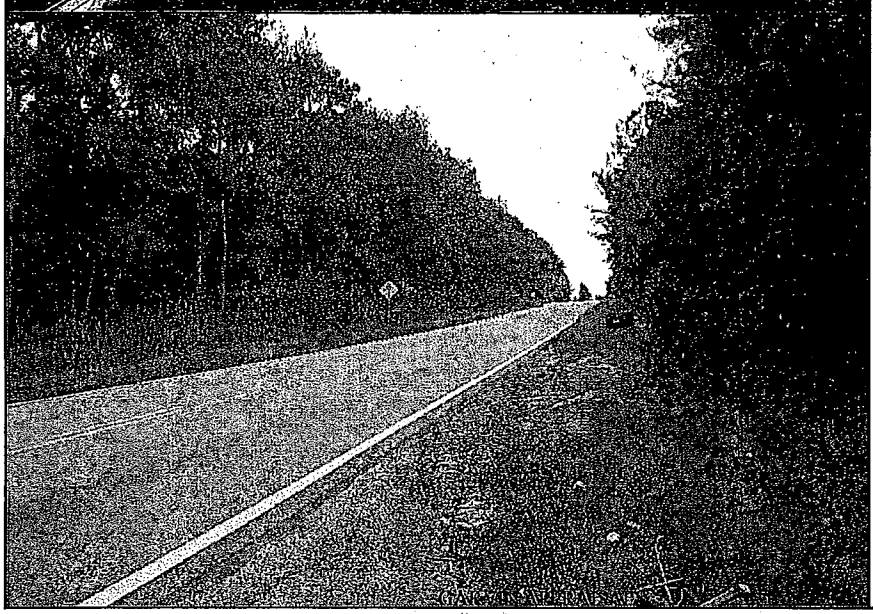
Client South Carolina Bank & Trust



FRONT VIEW OF SUBJECT PROPERTY



REAR VIEW OF SUBJECT PROPERTY



STREET SCENE OF SUBJECT PROPERTY

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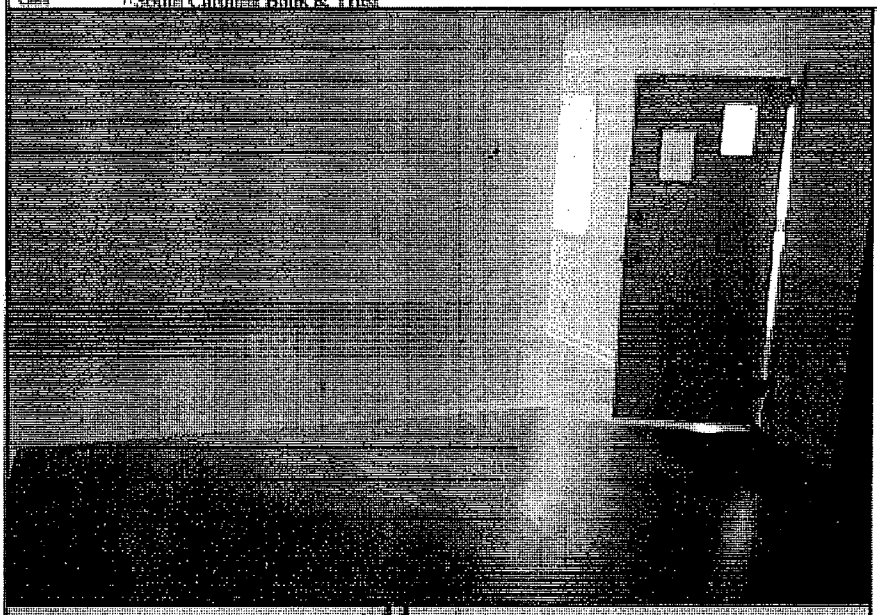
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

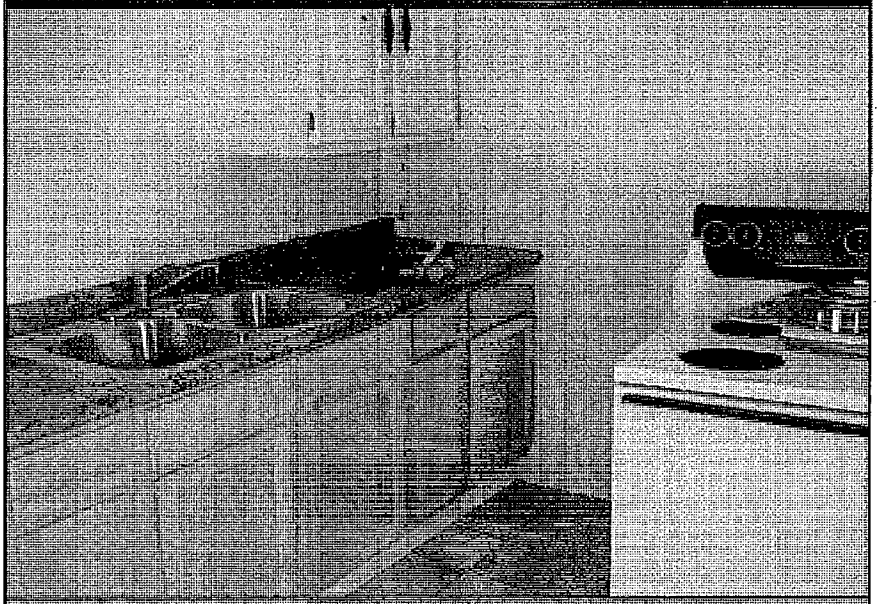
Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

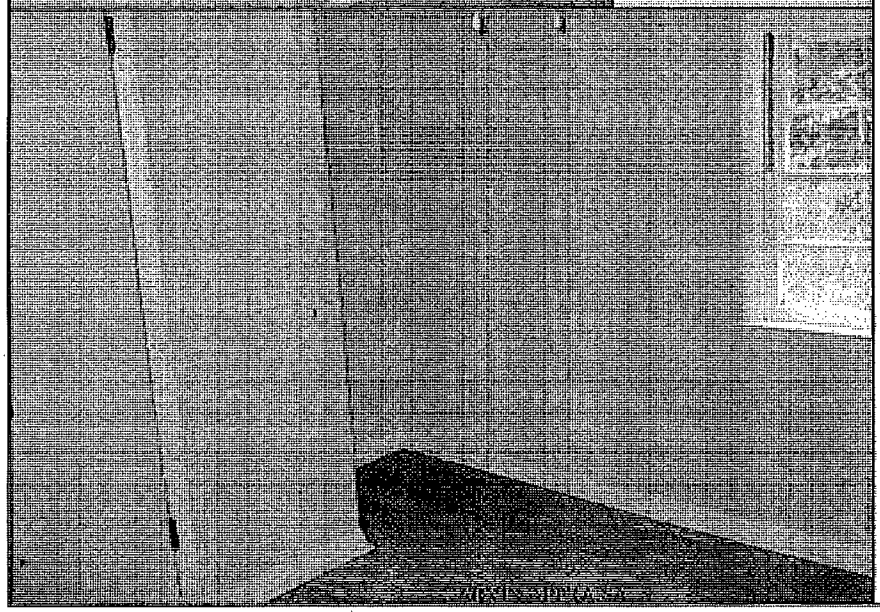
Client South Carolina Bank & Trust



8391 Winnsboro Road
LIVING ROOM



8391 Winnsboro Road
KITCHEN



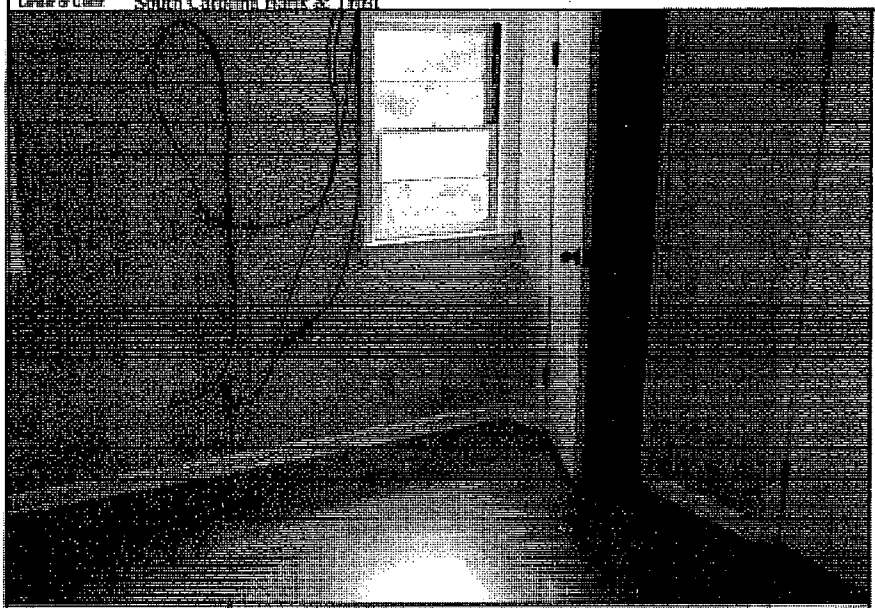
8391 Winnsboro Road
BEDROOM

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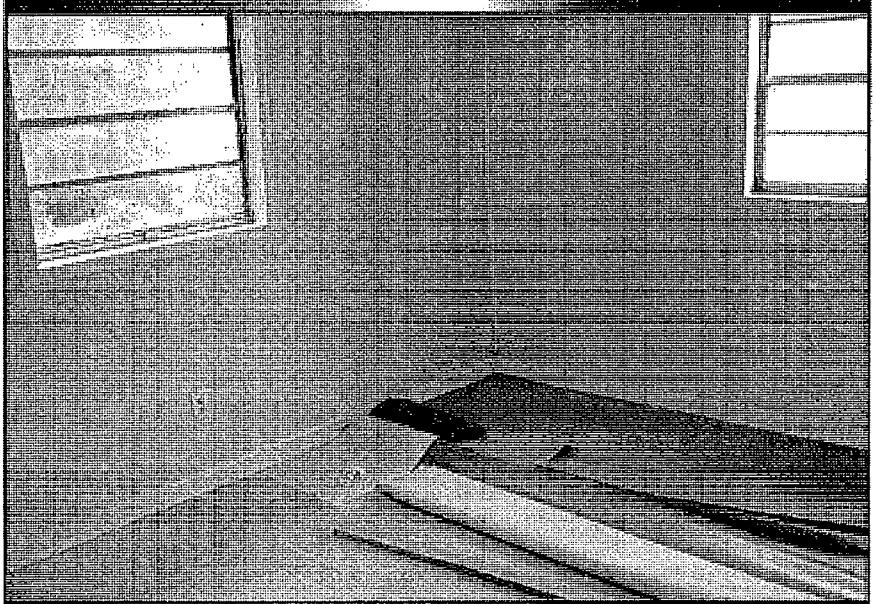
File No. 091218G

PHOTOGRAPH ADDENDUM

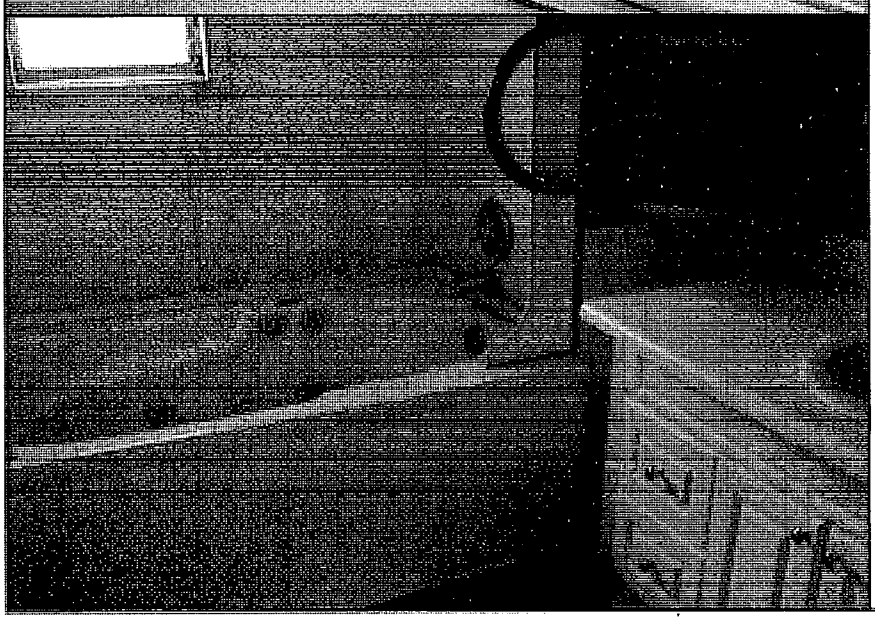
Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Lender or Client South Carolina Bank & Trust



8391 Winnsboro Road
BEDROOM



8391 Winnsboro Road
BEDROOM



8391 Winnsboro Road
BATH

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File No. 091218G

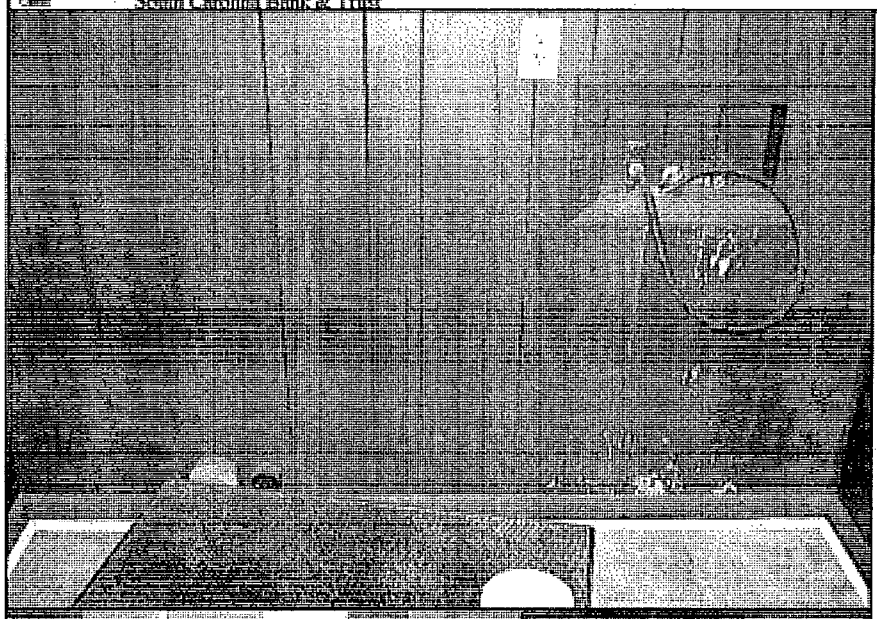
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

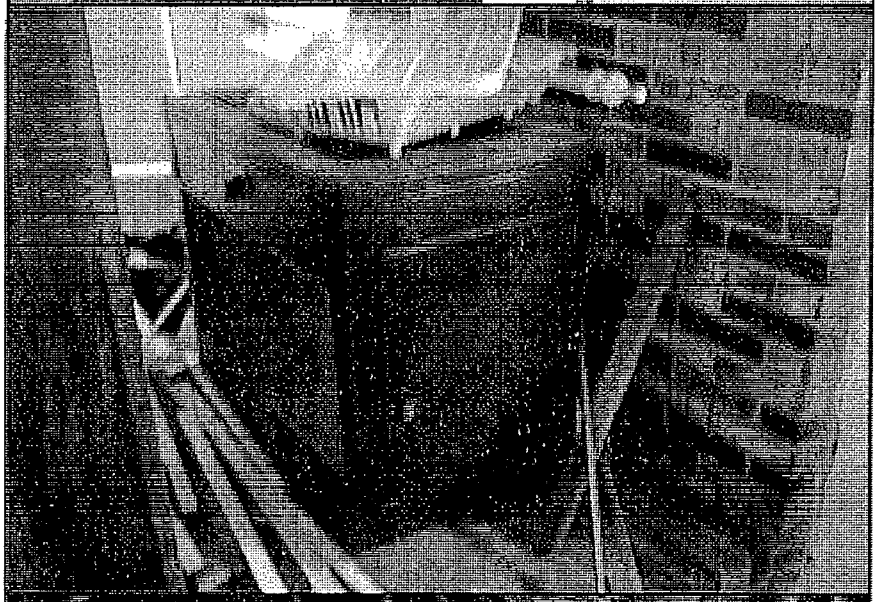
Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust



8391 Winnsboro Road
LAUNDRY CLOSET



8391 Winnsboro Road
HEATING SYSTEM IN LR



8391 Winnsboro Road
CONCRETE BLOCK PIER

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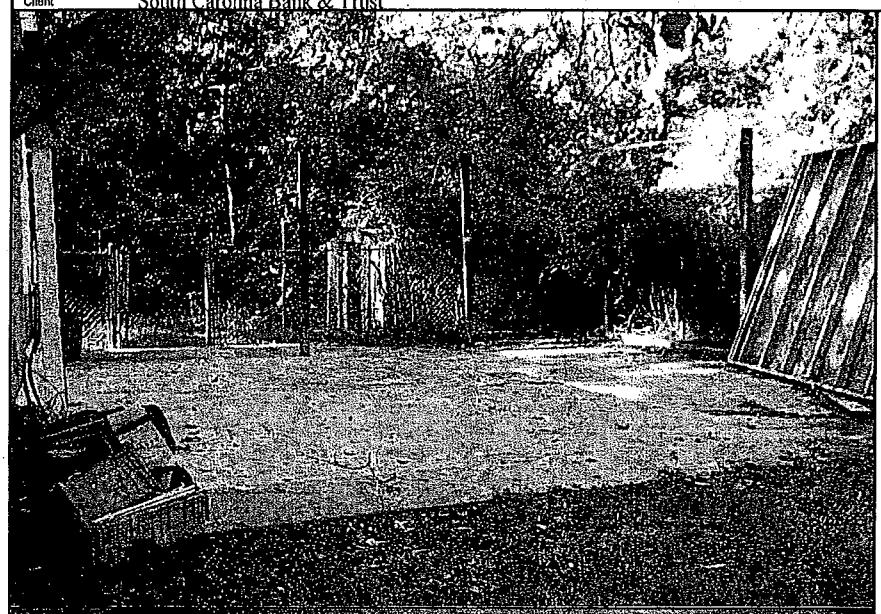
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

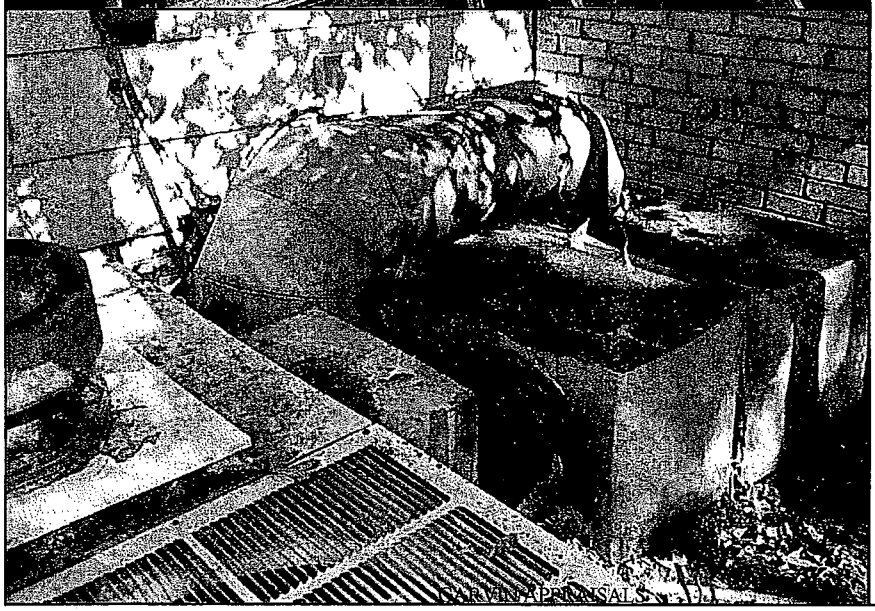
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8391 Winnsboro Road
PARKING PAD



8391 Winnsboro Road
DETERIORATING SIDING



8391 Winnsboro Road
HVAC SYSTEM

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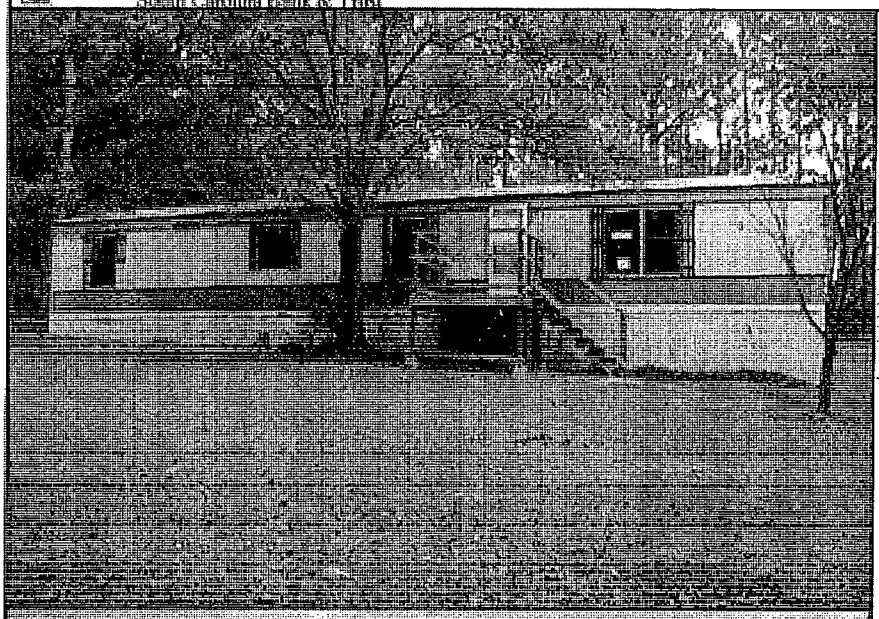
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust



COMPARABLE #1

303 Ashley Creek Drive
Elgin, SC 29045

Price	$21,700
Price/SF	23.48
Date	06/18/12 closed
Age	20
Room Count	5-2-2
Living Area	924
Value Indication	$16,700



COMPARABLE #2

709 Big Fork Road
Winnsboro, SC 29180

Price	$16,000
Price/SF	13.99
Date	09/14/12 closed
Age	15
Room Count	5-3-2
Living Area	1,144
Value Indication	$9,000



COMPARABLE #3

201 Robin Hood Road
Elgin, SC 29045

Price	$35,000
Price/SF	31.11
Date	02/08/12 closed
Age	15
Room Count	5-2-2
Living Area	1,125
Value Indication	$23,400

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File No. 091218G

CURRENT LICENSES

Borrower or Owner	N/A				
Property Address	8391 Winnsboro Road				
City	Blythewood	County	Richland	State	SC	Zip Code	29016
Client	South Carolina Bank & Trust				

State of South Carolina BCD1017249
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

EUGENE C GARVIN JR

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: **2746**

Expiration Date: 06/30/2014
OFFICE COPY

Tracey McCarley
Administrator

State of South Carolina BCD1033117
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

THOMAS E. GARVIN

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: **4831**

Expiration Date: 06/30/2014
OFFICE COPY

Tracey McCarley
Administrator

State of South Carolina BCD1025437
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

O'NEIL H. CANNON II

Is hereby entitled in practice as a:

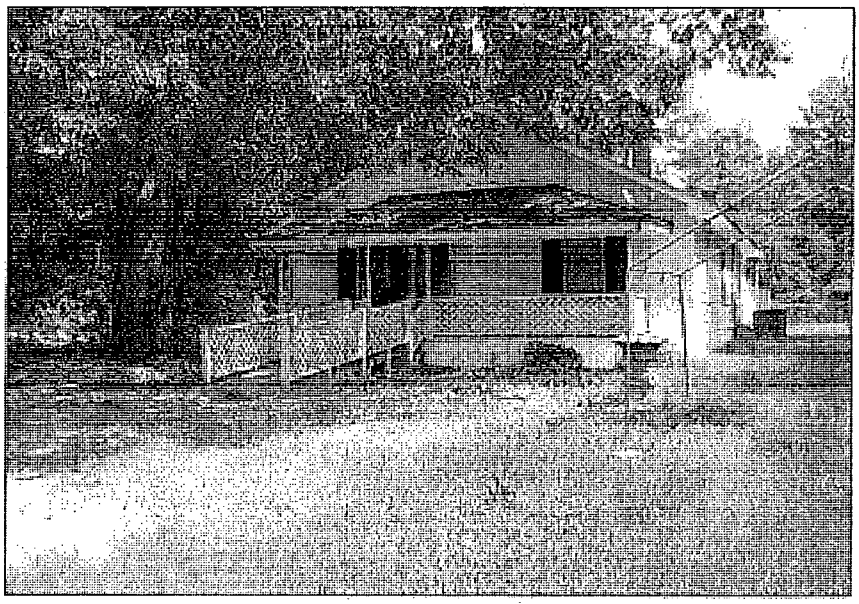
Certified Residential Appraiser

License Number: **4543**

Expiration Date: 06/30/2014
OFFICE COPY

Tracey McCarley
Administrator

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SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

4824 Linden Street
Columbia, SC 29203

for

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

as of

09/13/2012

by

Eugene Garvin, Jr.
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206

GARVIN APPRAISALS

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GARVIN APPRAISALS
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
803-779-4243

September 21, 2012

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

Property -	4824 Linden Street Columbia, SC 29203
Borrower -	N/A
File No. -	091217G
Case No. -	

Dear :

In accordance with your request, I have prepared an appraisal of the real property located at 4824 Linden Street, Columbia, SC.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the Summary Report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 09/13/2012 is :

$25,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

GARVIN APPRAISALS

Eugene Garvin, Jr.
SC Certification #2746

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Uniform Residential Appraisal Report

File # 091217G

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

SUBJECT

Property Address 4824 Linden Street | City Columbia | State SC | Zip Code 29203
Borrower N/A | Owner of Public Record SC Operating Room Equip. | County Richland
Legal Description Lts 12, 13, 14, Block 6 - College View
Assessor's Parcel # 09313-03-21 | Tax Year 2011 | R.E. Taxes $ 1,393
Neighborhood Name College View | Map Reference College View | Census Tract 106.00
Occupant [ ] Owner [ ] Tenant [X] Vacant | Special Assessments $ 0 [ ] PUD | HOA $ 0 [ ] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] Other (describe) detemine market value for bank
Lender/Client South Carolina Bank & Trust | Address 700 Gervais Street, Columbia, SC 29201
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? [ ] Yes [X] No
Report data source(s) used, offering price(s), and date(s). MLS

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price $ | Date of Contract | Is the property seller the owner of public record? [ ] Yes [ ] No | Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No
If Yes, report the total dollar amount and describe the items to be paid:

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Percent Land Use %	
Location	[X] Urban	[ ] Suburban	[ ] Rural	Property Values	[ ] Increasing	[ ] Stable	[X] Declining	PRICE	AGE	One-Unit	80 %
Built-Up	[X] Over 75%	[ ] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	$(000)	(yrs)	2-4 Unit	2 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[ ] Under 3 mths	[X] 3-6 mths	[ ] Over 6 mths	20 Low	0	Multi-Family	%
								200 High	90	Commercial	18 %
								65 Pred.	65	Other	%

Neighborhood Boundaries to the north by I-20, east by Highway 277, south by Sunset Drive and west by the Broad River.

Neighborhood Description The subject property is located approximately 2 miles north of the downtown Columbia area in the Eau Claire neighborhood. This area allows for good access to employment centers, shopping and schools. *** See Additional Comments ***

Market Conditions (including support for the above conclusions) Market conditions are currently attractive as interest rates remain at historical lows. Property values in the neighborhood area appear to be stable. Supply and demand are in balance with typical exposure times being from three to six months. *** See Additional Comments ***

SITE

Dimensions 75Fx200LSx75Rx200RS | Area 15000 sf | Shape rectangular | View N;Res;
Specific Zoning Classification RS HD | Zoning Description single family residential allowed
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements--Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[X]	[ ]	Alley none/typical	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [X] No | FEMA Flood Zone X | FEMA Map No. 4501700084 G | FEMA Map Date 01/19/94
Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No. If No, describe
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe
Drainage and utility easements are typical for the area and don't adversely affect the subject's marketability or value. No adverse easements or encroachments were noted.

IMPROVEMENTS

General Description		Foundation		Exterior Description materials/condition		Interior materials/condition	
Units [X] One [ ] One with Accessory Unit		[ ] Concrete Slab	[X] Crawl Space	Foundation Walls piers/fair		Floors hwd/laminate/avg	
# of Stories 1.00		[ ] Full Basement	[ ] Partial Basement	Exterior Walls aluminum/average		Walls plaster/panel/avg	
Type [X] Det. [ ] Att. [ ] S-Det/End Unit		Basement Area 0 sq. ft.		Roof Surface comp shingles/average		Trim/Finish wood/avg	
[X] Existing [ ] Proposed [ ] Under Const		Basement Finish 0 %		Gutters & Downspouts none		Bath Floor vinyl/avg	
Design (Style) bungalow		[N] Outside Entry/Exit	[N] Sump Pump	Window Type DH wood/fair		Bath Wainscot fibrgls/avg	
Year Built 1945		Evidence of [N] Infestation		Storm Sash/Insulated none		Car Storage [ ] None	
Effective Age (Yrs) 40		[N] Dampness [N] Settlement		Screens none		[X] Driveway # of Cars 2	
Attic	[ ] None	Heating [X] FWA [ ] HWBB [ ] Radiant		Amenities	[ ] WoodStove(s)# 0	Driveway Surface dirt	
[X] Drop Stair	[ ] Stairs	[ ] Other Fuel electric		[ ] Fireplace(s) # 0	[X] Fence part rear	[ ] Garage # of Cars 0	
[ ] Floor	[ ] Scuttle	Cooling [X] Central Air Conditioning		[ ] Patio/Deck none	[X] Porch cpor	[ ] Carport # of Cars 0	
[ ] Finished	[ ] Heated	[ ] Individual	[ ] Other	[ ] Pool none	[ ] Other none	[ ] Att. [ ] Det. [ ] Built-in	

Appliances [ ] Refrigerator [P] Range/Oven [ ] Dishwasher [ ] Disposal [ ] Microwave [ ] Washer/Dryer [ ] Other (describe)
Finished area above grade contains: 5 Rooms | 2 Bedrooms | 1.0 Bath(s) | 1,088 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.) cov front porch w/handicap access ramp, laminate & hardwood flooring, heatpump (2007) according to owner's agent.
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C5;No updates in the prior 15 years;The subject property is in average to fair overall condition. There is no functional or external obsolesence noted and no major repairs cited. Quality of construction is considered to be average to fair. Physical depreciation is typical of properties of similar age, similar maintenance and quality of construction.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [ ] Yes [X] No If Yes, describe
There are no adverse environmental conditions observed by your appraiser for the neighborhood; however your appraiser is not an environmental expert. The subject property was vacant at the time of the appraisal inspection and all utilities were appeared to be operable.
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes [ ] No If No, describe

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Uniform Residential Appraisal Report

File # 091217G

There are 14 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 20,000 to $ 50,000

There are 9 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 21,050 to $ 49,000

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	4824 Linden Street Columbia, SC 29203	5213 Spaulding Avenue Columbia, SC 29203		5113 Holmes Avenue Columbia, SC 29203		4304 Revelstoke Drive Columbia, SC 29203	
Proximity to Subject		0.65 miles E		0.75 miles E		1.14 miles W	
Sale Price	$	$ 24,900		$ 21,050		$ 25,000	
Sale Price/Gross Liv. Area	$ sq. ft.	$ 20.75 sq. ft.		$ 19.07 sq. ft.		$ 27.47 sq. ft.	
Data Source(s)		MLS# 312478;DOM 74		MLS# 304032;DOM 14		MLS# 301798;DOM 162	
Verification Source(s)		Appraiser/MLS		Appraiser/MLS		Appraiser/MLS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		ArmLth Cash;0		REO Cash;0		REO Cash;0	
Date of Sale/Time		s08/12;c08/12		s02/12;c02/12		s06/12;c05/12	
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	15000 sf	6777 sf	0	9305 sf	0	15000 sf	
View	N;Res;	N;Res;		N;Res;		N;Res;	
Design (Style)	1 sty aluminum	1 sty brick ven	0	1 sty brick ven	0	1 sty brick ven	0
Quality of Construction	Q5	Q5		Q5		Q5	
Actual Age	67	59	0	62	0	42	0
Condition	C5	C5		C5		C5	
Above Grade Room Count (Total / Bdrms. / Baths)	5 / 2 / 1.0	5 / 2 / 1.0		5 / 2 / 1.0		5 / 3 / 1.0	0
Gross Living Area	1,088 sq. ft.	1,200 sq. ft.	-2,800	1,104 sq. ft.	0	910 sq. ft.	+4,500
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	average	average		average		average	
Heating/Cooling	central	none	+2,500	central		central	
Energy Efficient Items	none	none		none		none	
Garage/Carport	none	none		none		none	
Porch/Patio/Deck	cpor	cpor		cstp	+1,000	cstp	+1,000
	no fireplace	no fireplace		one fireplace	-1,000	no fireplace	
Net Adjustment (Total)		[ ] + [X] -	$ -300	[ ] + [ ] -	$ 0	[X] + [ ] -	$ 5,500
Adjusted Sale Price of Comparables		Net Adj. 1.20 % Gross Adj. 21.29 %	$ 24,600	Net Adj. 0.00 % Gross Adj. 9.50 %	$ 21,050	Net Adj. 22.00 % Gross Adj. 22.00 %	$ 30,500

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

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

Data Source(s) bank source/Masters Report

My research [X] did [ ] did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s) tax assessor/MLS

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

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	08/08/2012	12/05/11 & 05/21/12	01/23/2012	11/02/2011
Price of Prior Sale/Transfer	$25,001	$2,500 & $9,850	$26,704	$28,000
Data Source(s)	Masters Report	tax assessor/MLS	tax assessor/MLS	tax assessor/MLS
Effective Date of Data Source(s)	09/17/2012	09/17/2012	09/17/2012	09/17/2012

Analysis of prior sale or transfer history of the subject property and comparable sales According to information provided to your appraiser the subject property was a foreclosure sale as shown above. There have been no othe sales within the previous 36 months on the subject property. According to the tax assessor's office, comps one, two, three, four & six were foreclosure sales as shown above. There was no sale for the previous 12 months for comp five.

Summary of Sales Comparison Approach All six comps are located in the Eau Claire community, like the subject. Comp two is dated and comps five & six are current listings. Comps three & six exceed the line, net & gross adjustment guidelines due to the variance in gross living area. Comp four exceeds the line & gross adjustment guidelines due to the gross living area and other warranted adjustments. Due to location, similarity to the subject and/or the lack of recent sales data the use of all six comps is warranted. Comp four has masonite exterior siding & the adjustment is made under the "design" item. A final value opinion of $25,000 is within market range. The Intended User of this appraisal report is the Lender/Client. *** See Additional Comments ***

Indicated Value by Sales Comparison Approach $ 25,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 25,000 Cost Approach (If developed) $ 29,115 Income Approach (If developed) $ N/A

The Sales Comparison Analysis is given the most weight since it best reflects the actions of buyers and sellers in the market. The Cost Approach supports the Sales Analysis but was given less weight overall. The Income Approach was not considered appropriate for this type of single family residential property. *** See Additional Comments ***

This appraisal is made [X] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [ ] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 25,000, as of 09/13/2012, which is the date of inspection and the effective date of this appraisal.

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File No. 091217G

ADDITIONAL COMPARABLES

Borrower	N/A
Property Address	4824 Linden Street
City	Columbia
County	Richland
State	SC
Zip Code	29203
Lender/Client	South Carolina Bank & Trust

FEATURE	SUBJECT	COMPARABLE SALE NO. 4		COMPARABLE SALE NO. 5		COMPARABLE SALE NO. 6	
Address	4824 Linden Street Columbia, SC 29203	5745 Colonial Drive Columbia, SC 29203		4902 Linden Street Columbia, SC 29203		4844 Linden Street Columbia, SC 29203	
Proximity to Subject		1.40 miles E		0.05 miles N		0.04 miles N	
Sale Price	$	$ 22,050		$ 33,500		$ 29,500	
Sale Price/Gross Liv. Area	$ sq. ft.	$ 21.51 sq. ft.		$ 33.50 sq. ft.		$ 31.93 sq. ft.	
Data Source(s)		MLS# 306148;DOM 15		MLS# 298007;DOM 364		MLS# 301794;DOM 285	
Verification Source(s)		Appraiser/MLS		Appraiser/MLS		Appraiser/MLS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		REO Other;0		Listing		Listing	
Date of Sale/Time		s04/12;c03/12		Active		Active	
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	15000 sf	6733 sf	0	9020 sf	0	14731 sf	0
View	N;Res;	N;Res;		N;Res;		N;Res;	
Design (Style)	1 sty aluminum	1 sty masonite	+2,000	1 sty vinyl	0	1 sty brick ven	0
Quality of Construction	Q5	Q5		Q5		Q5	
Actual Age	67	27	0	59	0	59	0
Condition	C5	C5		C5		C5	
Above Grade Room Count (Total / Bdrms. / Baths)	5 / 2 / 1.0	5 / 3 / 1.1	-2,500	5 / 2 / 1.0		5 / 2 / 1.0	
Gross Living Area	1,088 sq. ft.	1,025 sq. ft.	+1,600	1,000 sq. ft.	+2,200	924 sq. ft.	+4,100
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	average	average		average		average	
Heating/Cooling	central	central		central		central	
Energy Efficient Items	none	none		none		none	
Garage/Carport	none	none		none		none	
Porch/Patio/Deck	cpor	cstp	+1,000	cstp/wkshop	0	cstp	+1,000
	no fireplace	no fireplace		no fireplace		no fireplace	
Net Adjustment (Total)		[X] + [ ] -	$ 2,100	[X] + [ ] -	$ 2,200	[X] + [ ] -	$ 5,100
Adjusted Sale Price of Comparables		Net Adj. 9.52 % Gross Adj. 32.20 %	$ 24,150	Net Adj. 6.57 % Gross Adj. 6.57 %	$ 35,700	Net Adj. 17.29 % Gross Adj. 17.29 %	$ 34,600

ITEM	SUBJECT	COMPARABLE SALE #4	COMPARABLE SALE #5	COMPARABLE SALE #6
Date of Prior Sale/Transfer	08/08/2012	12/05/2011		10/06/2011
Price of Prior Sale/Transfer	$25,001	$100		$31,926
Data Source(s)	Masters Report	tax assessor/MLS	tax assessor/MLS	tax assessor/MLS
Effective Date of Data Source(s)	09/17/2012	09/17/2012	09/17/2012	09/17/2012

Comment on Sales Comparison

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Uniform Residential Appraisal Report

File # 091217G

ADDITIONAL COMMENTS

This appraisal report is not intended to be used for insurance purposes. There is no personal property included in the value opinion of the subject property. I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three year period immediately preceding acceptance of this assignment. NOTE: The current Fannie Mae forms do not include this on the certification page. This report has been electronically prepared in compliance with the USPAP Guidelines which included a digital signature and adequate security measures in place to protect the integrity of the data produced by the appraiser.

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

The estimated opinion of value of the subject site is derived from previous sales, information obtained from the tax assessor's office and appraisals on similar lots within the subject neighborhood.

ESTIMATED [ ] REPRODUCTION OR [X] REPLACEMENT COST NEW	OPINION OF SITE VALUE	=$	8,500
Source of cost data Marshall & Swift/local builders	Dwelling 1,088 Sq. Ft. @ $ 50.00	=$	54,400
Quality rating from cost service avg-fair Effective date of cost data 06/2012	Sq. Ft. @ $	=$	
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	cpor		1,500
The cost approach estimates the replacement cost of the improvements plus the estimated value of the subject lot. Cost figures are based on data on file and information from local contractors. The land cost to value ratio is normal for this area. Remaining Economic Life = 20 years	Garage/Carport Sq. Ft. @ $	=$	0
	Total Estimate of Cost-New	=$	55,900
	Less Physical / Functional / External Depreciation 37,285	=$	(37,285)
	Depreciated Cost of Improvements	=$	18,615
	'As-Is' Value of Site Improvements	=$	2,000
		=$	
Estimated Remaining Economic Life (HUD and VA only) 20 Years	Indicated Value By Cost Approach	=$	29,115

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

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

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

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

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

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

Legal name of project N/A

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

Total number of units rented | Total number of units for sale | Data Source(s)

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

Does the project contain any multi-dwelling units? [ ] Yes [ ] No Data Source(s)

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

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

Describe common elements and recreational facilities

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ADDITIONAL COMMENTS

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Lender or Client South Carolina Bank & Trust

SCOPE OF APPRAISAL

The Owner of Public Record is South Carolina Operating Room Equimpment, LLC.

NEIGHBORHOOD DESCRIPTION

Homes in the immediate neighborhood are typially small to medium in size and are of fair to average quality of construction. Overall marketability and acceptance for this area is average.

MARKET CONDITIONS

Homes in the this area are typically financed with FHA, VA and conventional loans with the buyer and seller negotiating closing costs. The exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. As information, the Fannie Mae definition is used, such as lender work.

SALES COMPARISON APPROACH

The Intended Use is to evaluate the property that is the subject of this appraisal for bank purposes, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of the appraisal form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

RECONCILIATION

Single family properties of this type are not typically valued based on their income potential. The Income Approach was not used in the valuation of the subject property because of a lack of sufficient recent sales with rental information to develop and adequately support a gross rent multiplier. The Cost Approach was given less weight due to the relative difficulty in accurately estimating accrued depreciation. The conclusions of the Sales Comparison Analysis give the best indication of the most probable price the subject property would bring on the open market.

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

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

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

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

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

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

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

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

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

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

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

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

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

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

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

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

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

APPRAISER

Signature _____
Name Eugene Garvin, Jr.
Company Name GARVIN APPRAISALS
Company Address 5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
Telephone Number 803-779-4243
Email Address ecgarvin@garvinappraisals.com
Date of Signature and Report 09/21/2012
Effective Date of Appraisal 09/13/2012
State Certification # 2746
or State License #
or Other State #
State SC
Expiration Date of Certification or License 06/30/2014

ADDRESS OF PROPERTY APPRAISED
4824 Linden Street
Columbia, SC 29203
APPRAISED VALUE OF SUBJECT PROPERTY $ 25,000
LENDER/CLIENT
Name No AMC
Company Name South Carolina Bank & Trust
Company Address 700 Gervais Street
Columbia, SC 29201
Email Address

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

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

SUBJECT PROPERTY

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

COMPARABLE SALES

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

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Market Conditions Addendum to the Appraisal Report File No. 091217G

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 4824 Linden Street City Columbia State SC ZIP Code 29203

Borrower N/A

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

MARKET RESEARCH & ANALYSIS

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)	3	3	3	[ ] Increasing [X] Stable [ ] Declining
Absorption Rate (Total Sales/Months)	0.50	1.00	1.00	[ ] Increasing [X] Stable [ ] Declining
Total # of Comparable Active Listings	12	14	14	[ ] Declining [X] Stable [ ] Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	24.00	14.00	14.00	[ ] Declining [X] Stable [ ] Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Median Comparable Sale Price	$22,000	$25,000	$24,900	[ ] Increasing [X] Stable [ ] Declining
Median Comparable Sales Days on Market	74	113	195	[ ] Declining [X] Stable [ ] Increasing
Median Comparable List Price	$37,000	$34,250	$39,000	[ ] Increasing [X] Stable [ ] Declining
Median Comparable Listings Days on Market	279.5	258	242	[X] Declining [ ] Stable [ ] Increasing
Median Sale Price as % of List Price	87.30%	94.41%	89.25%	[ ] Increasing [X] Stable [ ] Declining
Seller-(developer, builder, etc.) paid financial assistance prevalent?	[X] Yes [ ] No			[ ] Declining [X] Stable [ ] Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Seller concessions are typical for this neighborhood and that trend has held steady for the previous 12 months. It does not appear that these concessions are increasing, but as always they are negotiated by the seller & borrower.

Are foreclosure sales (REO sales) a factor in the market? [X] Yes [ ] No If yes, explain (including the trends in listings and sales of foreclosed properties).

Foreclosure sales do occur in this particular market. In the past they were purchased by investors who would repair or renovate the properties and place them back on the market at competitive prices. However with the banks now reluctant to make investor loans they are directly listing REO and often accepting below market offers.

Cite data sources for above information. tax assessor's office/CMLS/appraiser's office data

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

The above data supports the information in the Neighborhood section of the appraisal report. There has been a slowdown of sales in the general area due to the current economic conditions. Due to limited sales, it is difficult to determine if any significant trends have been established.

CONDO/CO-OP PROJECTS

If the subject is a unit in a condominium or cooperative project, complete the following: **Project Name:**

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)				[ ] Increasing [ ] Stable [ ] Declining
Absorption Rate (Total Sales/Months)				[ ] Increasing [ ] Stable [ ] Declining
Total # of Active Comparable Listings				[ ] Declining [ ] Stable [ ] Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				[ ] Declining [ ] Stable [ ] Increasing

Are foreclosure sales (REO sales) a factor in the project? [ ] Yes [ ] No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project:

APPRAISER

Signature

Appraiser Name Eugene Garvin, Jr.

Company Name GARVIN APPRAISALS

Company Address 5 CALENDAR COURT STE 103, COLUMBIA, SC 29206

State License/Certification # 2746 State SC

Email Address ecgarvin@garvinappraisals.com

Signature

Appraiser Name

Company Name

Company Address

State License/Certification # State

Email Address

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File No. 091217G
Case No.

Borrower N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Lender/Client South Carolina Bank & Trust Address 700 Gervais Street, Columbia, SC 29201

Requirements - Condition and Quality Ratings Usage

Appraisers must utilize the following standardized conditions and quality ratings within the appraisal report.

Condition Ratings and Definitions

C1 - The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.*

**Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

C2 - The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finished have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

C3 - The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

C4 - The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

C5 - The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

C6 - The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Quality Ratings and Definitions

Q1 - Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified use. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are exceptionally high quality.

Q2 - Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q3 - Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4 - Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5 - Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6 - Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated - Little or no updating or modernization. This description includes, but is not limited to, new homes. Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated - The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost. An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled - Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion. A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example: 3.2 indicates three full baths and two half baths.

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Abbreviation	Full Name	Appropriate Fields
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
A	Adverse	Location & View
ArmLth	Arms Length Sale	Sale or Financing Concessions
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
B	Beneficial	Location & View
Cash	Cash	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
Comm	Commercial Influence	Location
c	Contracted Date	Date of Sale/Time
Conv	Conventional	Sale or Financing Concessions
CrtOrd	Court Ordered Sale	Sale or Financing Concession
DOM	Days On Market	Data Sources
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
Ind	Industrial	Location & View
In	Interior Only Stairs	Basement & Finished Rooms Below Grade
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
Listing	Listing	Sale or Financing Concessions
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
BsyRdm	Busy Road	Locations
o	Other	Basement & Finished Rooms Below Grade
Prk	Park View	View
Pstrl	Pastoral View	View
PwrLn	Power Lines	View
PubTrn	Public Transportation	Location
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
s	Settlement Date	Date of Sale/Time
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdraw Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
wu	Walk Up Basement	Basement & Finished Rooms Below Grade
WtrFr	Water Frontage	Location
Wtr	Water View	View
Woods	Woods View	View

ABBREVIATED ENTRY	OVERALL VIEW RATING
N	Neutral
B	Beneficial
A	Adverse

ABBREVIATED ENTRY	VIEW FACTOR
Wtr	Water View
Pstrl	Pastoral View
Woods	Woods View
Prk	Park View
Glfvw	Golf Course View
CtySky	City View Skyline View
Mtn	Mountain View
Res	Residential View
CtyStr	City Street View
Ind	Industrial View
PwrLn	Power Lines
LtdSght	Limited Sight
See Instructions Below	Other - Appraiser to enter a description of the view*

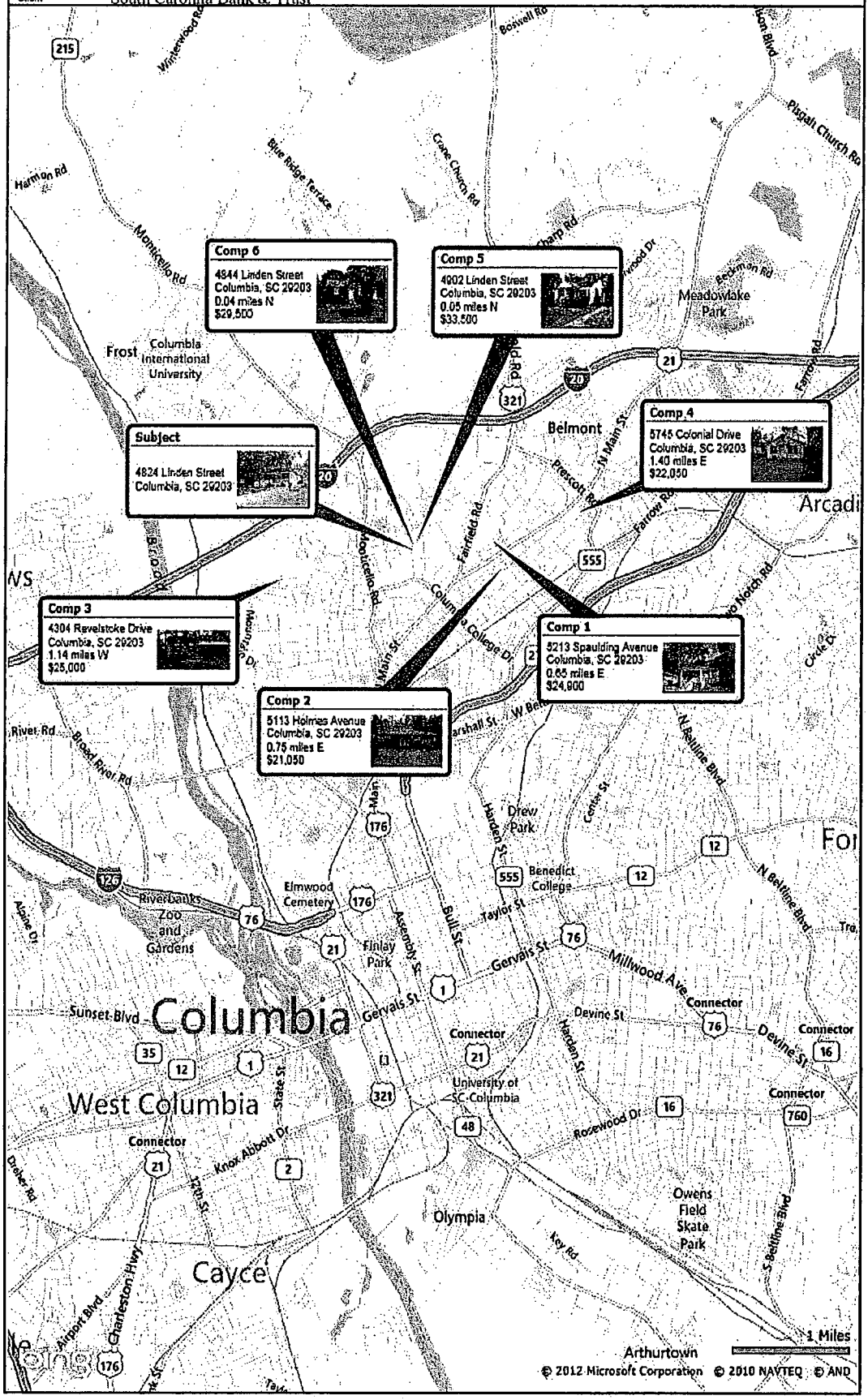
Other: If a view factor not on this list materially affects the value of the subject property, I the appraiser must enter a description of the view associated with the property (see second example below). The description entered must follow a reader of the appraisal report or understand what the view associated with the property actually is. Descriptors such as 'None', 'N/A', 'Typical', 'Average', etc., are unacceptable. Descriptions should be entered carefully because the same text will be represented in both the site section and the comparable sales grid for the subject property. The text must fit in the allowable space.

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File No. 091217G

Location Map

Borrower or Owner	N/A				
Property Address	4824 Linden Street				
City	Columbia	County	Richland	State	SC	Zip Code	29203
Client	South Carolina Bank & Trust				

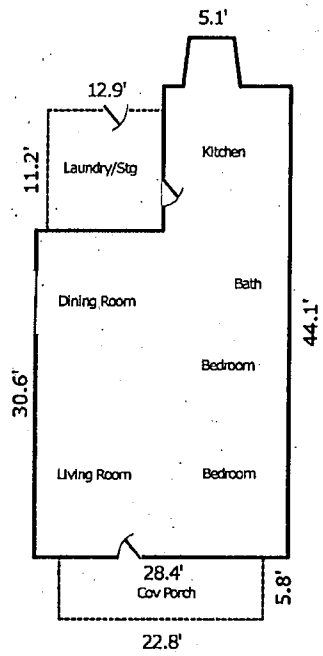


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File No. 091217G

SKETCH ADDENDUM

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust



Sketch by Apex Medina™

Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	1088.2	1088.2
P/P	Encl Porch	144.5	
	Cov Porch	132.2	276.7
	Net LIVABLE Area	(rounded)	1088

LIVING AREA BREAKDOWN

Breakdown				Subtotals
First Floor				
0.5 x	4.5	x	0.7	1.6
	30.6	x	28.4	869.0
	13.5	x	14.3	193.1
0.5 x	0.7	x	4.5	1.6
	5.1	x	4.5	23.0
5 Items			(rounded)	1088

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File No. 091217G

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

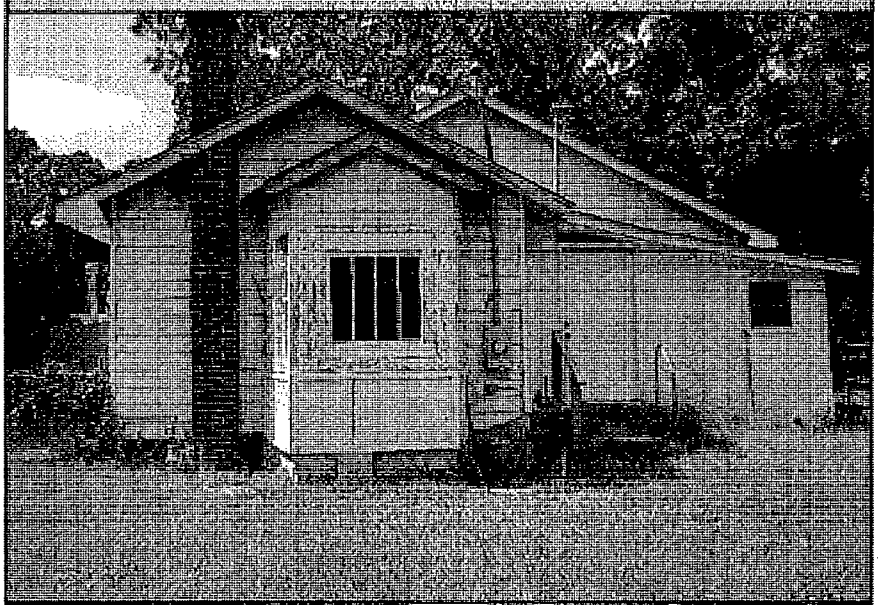
Property Address 4324 Linden Street

City Columbia County Richland State SC Zip Code 29203

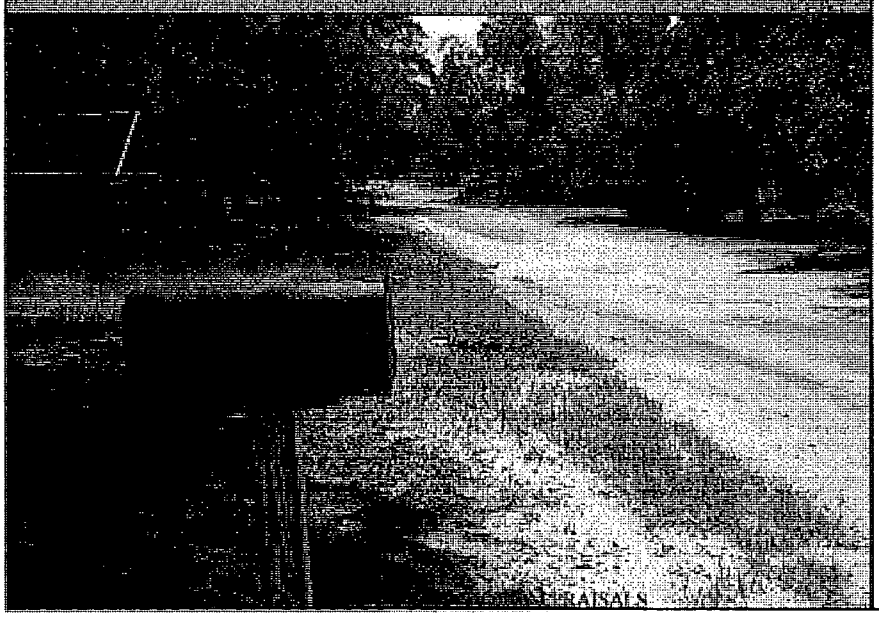
Client South Carolina Bank & Trust



FRONT VIEW OF SUBJECT PROPERTY



REAR VIEW OF SUBJECT PROPERTY



STREET SCENE OF SUBJECT PROPERTY

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File No. 091217G

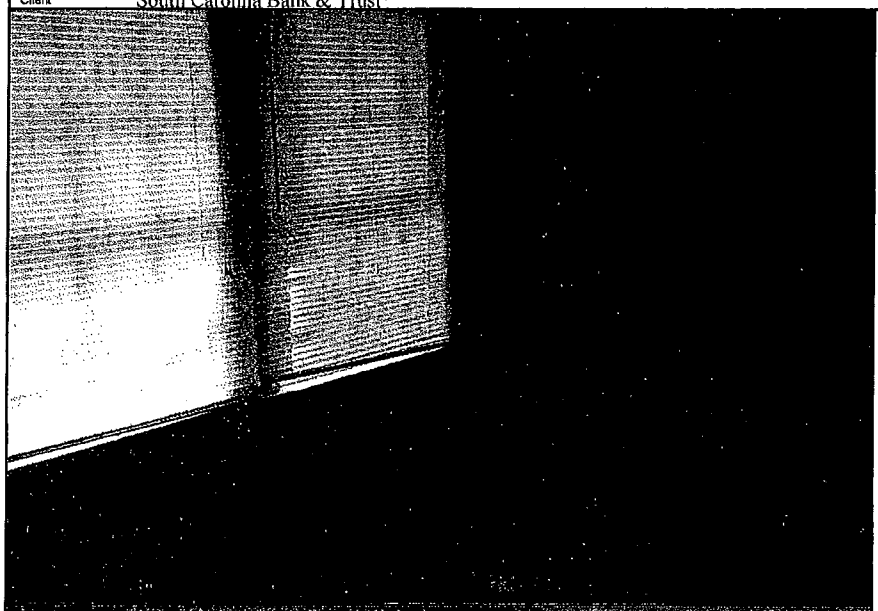
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

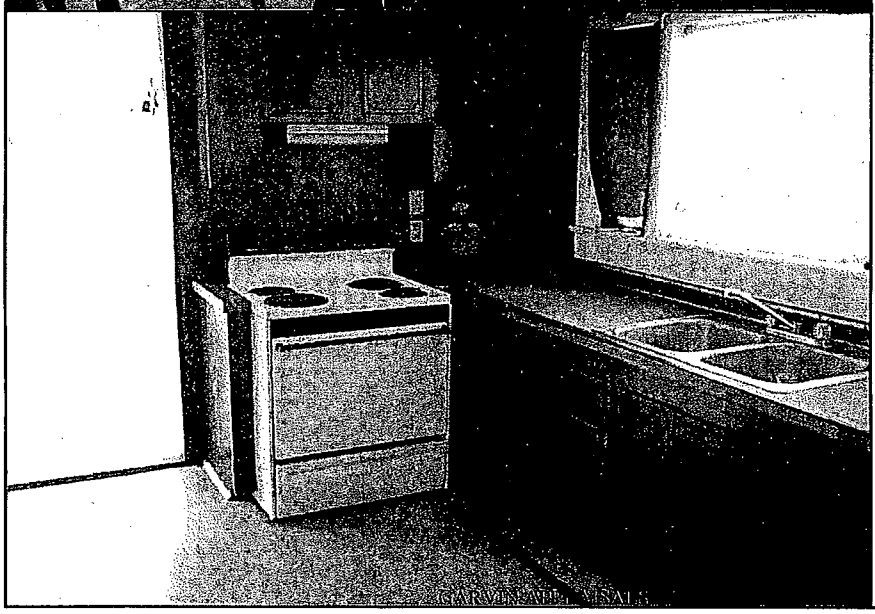
Client South Carolina Bank & Trust



4824 Linden Street
LIVING ROOM



4824 Linden Street
DINING ROOM



4824 Linden Street
KITCHEN

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File No. 091217G

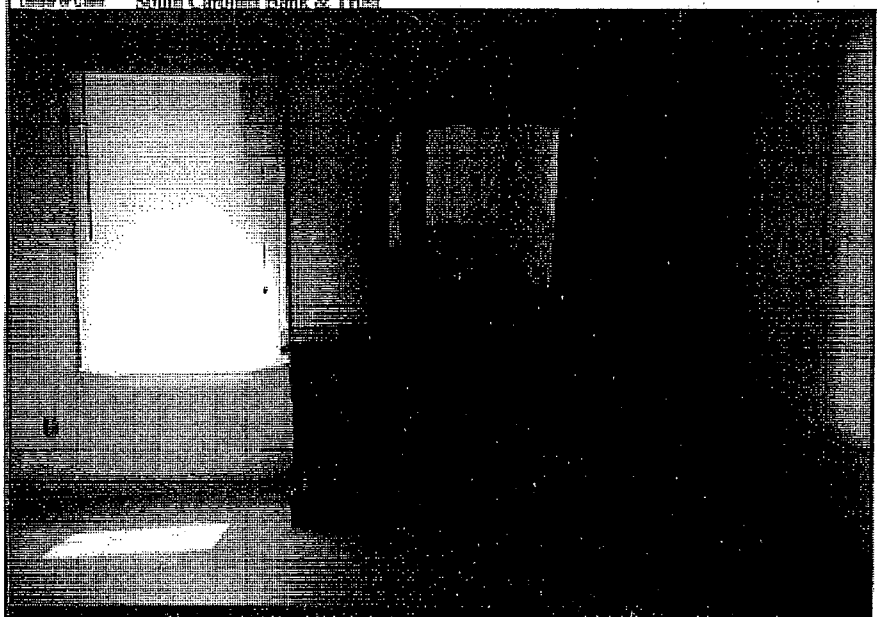
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

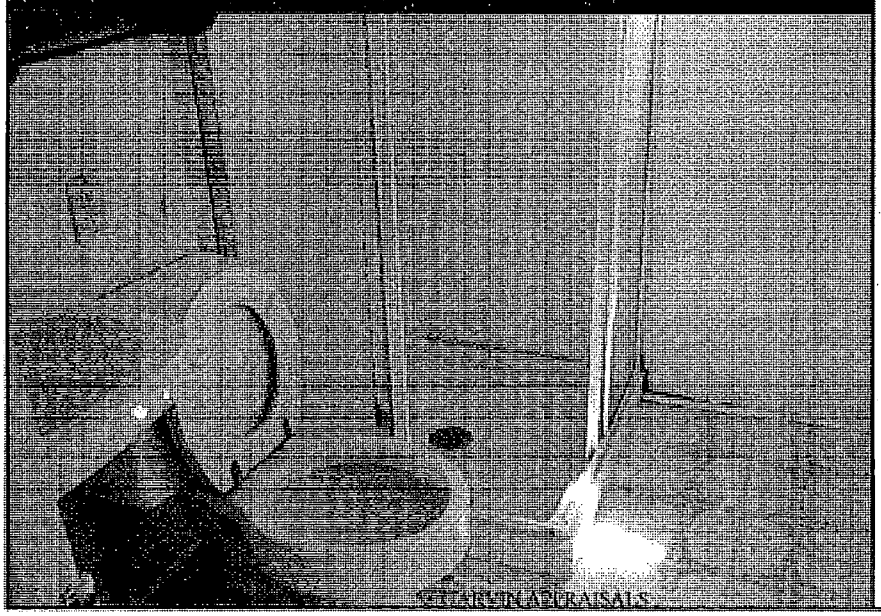
Lender or Client South Carolina Bank & Trust



4824 Linden Street
BEDROOM



4824 Linden Street
BEDROOM



4824 Linden Street
BATH

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File No. 091217G

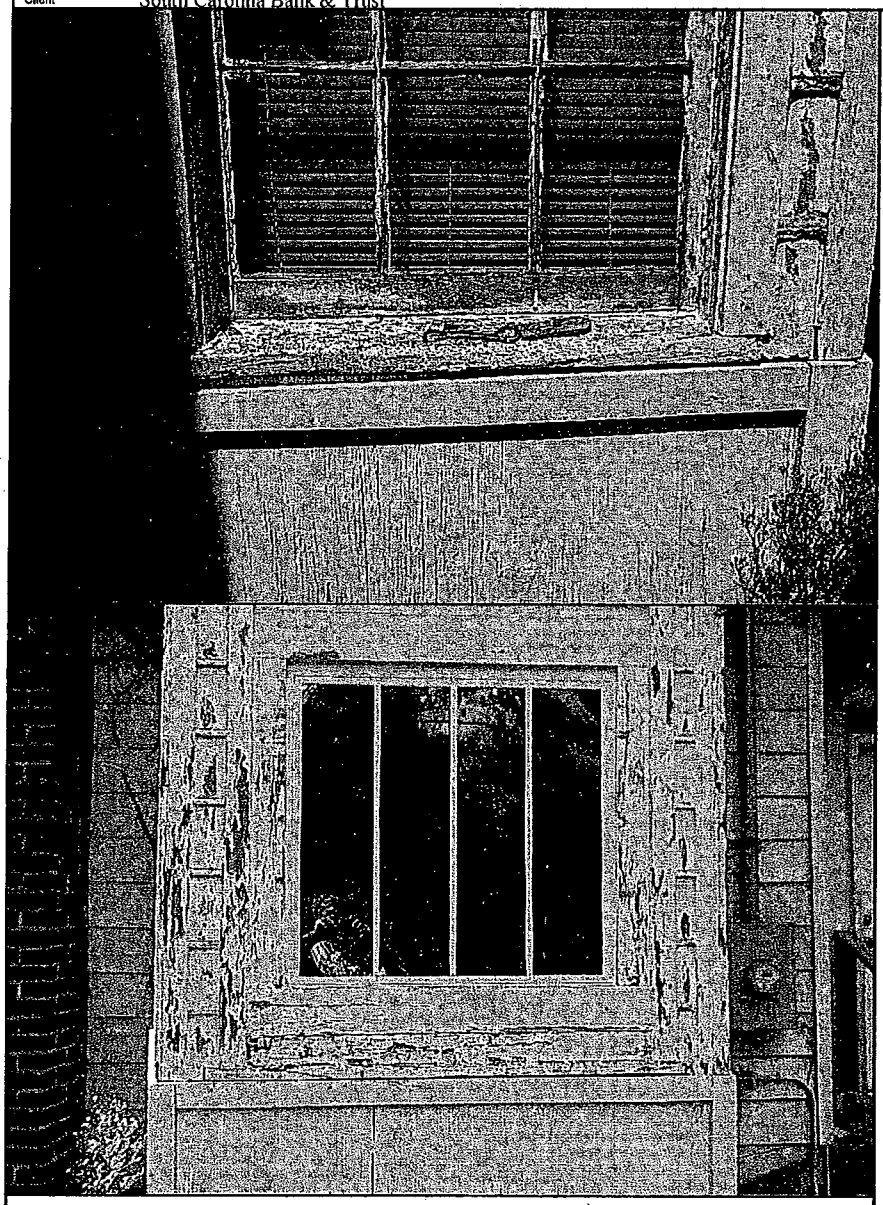
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



4824 Linden Street
PEELING PAIN

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File No. 091212G

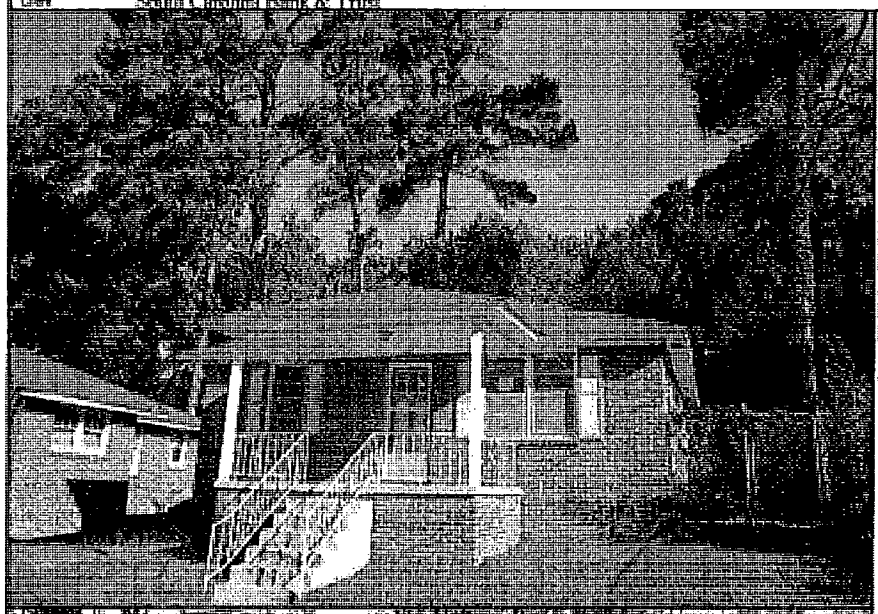
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



COMPARABLE #1

5213 Spaulding Avenue
Columbia, SC 29203

Price	$24,900
Price/SF	20.75
Date	s08/12;c08/12
Age	59
Room Count	5-2-1.0
Living Area	1,200
Value Indication	$24,600



COMPARABLE #2

5113 Holmes Avenue
Columbia, SC 29203

Price	$21,050
Price/SF	19.07
Date	s02/12;c02/12
Age	62
Room Count	5-2-1.0
Living Area	1,104
Value Indication	$21,050



COMPARABLE #3

4304 Revelstoke Drive
Columbia, SC 29203

Price	$25,000
Price/SF	27.47
Date	s06/12;c05/12
Age	42
Room Count	5-3-1.0
Living Area	910
Value Indication	$30,500

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File No. 0912170

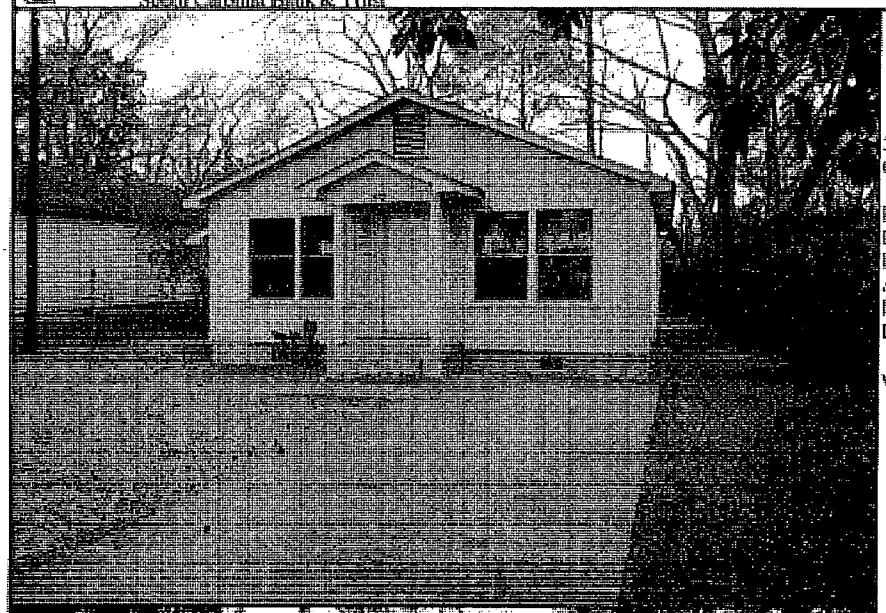
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



COMPARABLE #4

5745 Colonial Drive
Columbia, SC 29203

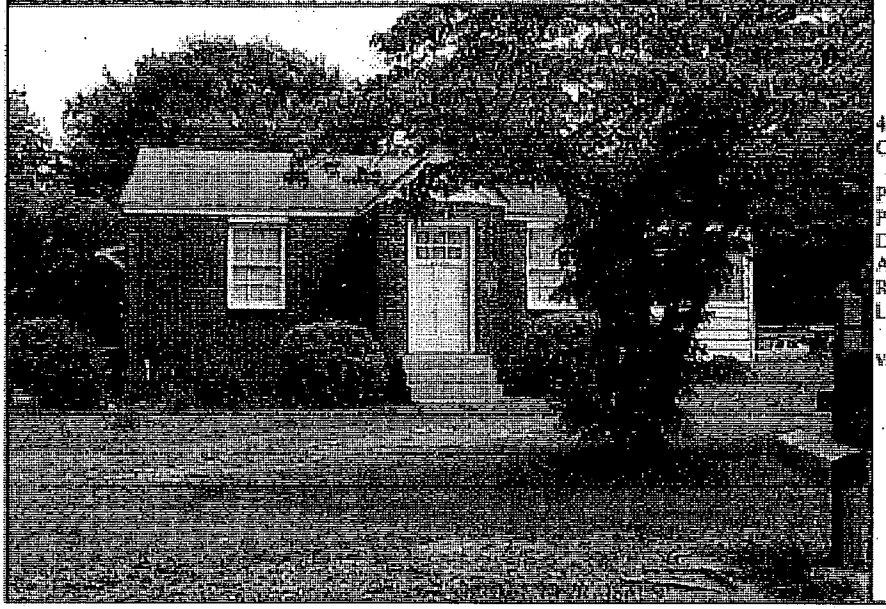
Price	$22,050
Price/SF	21.51
Date	s04/12;c03/12
Age	27
Room Count	5-3-1.1
Living Area	1,025
Value Indication	$24,150



COMPARABLE #5

4902 Linden Street
Columbia, SC 29203

Price	$33,500
Price/SF	33.50
Date	Active
Age	59
Room Count	5-2-1.0
Living Area	1,000
Value Indication	$35,700



COMPARABLE #6

4844 Linden Street
Columbia, SC 29203

Price	$29,500
Price/SF	31.93
Date	Active
Age	59
Room Count	5-2-1.0
Living Area	924
Value Indication	$34,600

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File No. 091217G

CURRENT LICENSES

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust

State of South Carolina BCD 017349
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

EUGENE C GARVIN JR

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: 2746

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

State of South Carolina BCD [illegible]
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

THOMAS E. GARVIN

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: 4831

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

State of South Carolina BCD 025427
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

O'NEIL H. CANNON II

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: 4543

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
The Honorable Joseph M. Strickland, Master in Equity

Case Nos. 2011-CP-40-6317 and 2011-CP-40-6318
Appellate Case No. 2018-000251

South State Bank.....Respondent,

v.

Sand Dollar 31, LLC; and Rhonda Meisner ..... Defendants,

Of whom Rhonda Meisner is the .....Appellant.

PROOF OF SERVICE

I HEREBY CERTIFY that I have served the Respondent's Motion to Correct Record on Appeal and Stay Time to Serve and File Final Brief of Respondent on March 28, 2019, by depositing a copy in the United States Mail, postage pre-paid, addressed to the following party of record:

Rhonda Meisner
P.O. Box 689
Blythewood, SC 29016

Rhonda Meisner
1012 Chester Road
Blythewood, SC 29016

[signature on the following page]

Proof of Service

Mariah Pardee
Legal Assistant to Sean M. Foerster
ROGERS TOWNSEND & THOMAS, PC

ROGERS TOWNSEND & THOMAS, PC
POST OFFICE BOX 100200 (29202)
1221 Main Street, 14th Floor
COLUMBIA, SOUTH CAROLINA 29201
P 803.771.7900 F 803.343.7017
W RTT-LAW.COM

Sean M. Foerster
Sean.Foerster@RTT-LAW.COM
P 803.744-1855

ROGERS TOWNSEND
ATTORNEYS AT LAW

March 28, 2019

RECEIVED
MAR 28 2019
SC Court of Appeals

Via Hand Delivery
The Honorable Jenny Abbott Kitchings
Clerk of Court for the South Carolina Court of Appeals
1015 Sumter Street
Columbia, South Carolina 29201

RE: *South State Bank vs. Sand Dollar 31, LLC; Rhonda Meisner*
Appellate Case # 2018-000251
Our File # 16555.79

Dear Ms. Kitchings:

Enclosed are the original and six copies of Respondent's Motion to Correct Record on Appeal and Stay Time to Serve and File Final Brief of Respondent for filing in the above appeal, along with a Proof of Service and our firm's check in the amount of $50.00 for the filing fee.

By copy of this letter, I am serving copies of these documents on the appellant.

Please have your staff return the extra clocked copies of these documents to me via the courier. Thank you for your assistance in this matter.

Very truly yours,

Sean M. Foerster

/ow

cc:
Rhonda Meisner
P.O. Box 689
Blythewood, SC 29016

Rhonda Meisner
1012 Chester Road
Blythewood, SC 29016

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only an enforcement of the lien against the property.