

89822

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LANCASTER COUNTY
Court of Common Pleas
Brian Gibbons, Circuit Court Judge
William C. Tindal, Special Referee

Appellate Case No. 2018-001823

Lower Court Case No. 2017-CP-29-00872

First Citizens Bank & Trust Company Respondent,

v.

Linda P. Faulkner a/k/a Linda Faulkner
Founders Federal Credit Union, and CACH, LLC
Of whom Linda P. Faulkner is the.....

RECEIVED
MAY 20 2019
SC Court of Appeals

**RESPONDENT’S MOTION TO STRIKE APPELLANT’S DESIGNATION OF
MATTER**

Pursuant to Rule 240 and Rule 210, SCACR, Respondent seeks an order striking various documents in the Designation of Matter to be included in the Record on Appeal that Appellant filed with the Court on April 4, 2019. The Court should strike the documents discussed below from Appellant’s Designation of Matter because these documents were not presented to the circuit court and are not relevant to the issues on appeal.

BACKGROUND

This appeal arises out of a foreclosure matter filed in Lancaster County on August 9, 2017 by Respondent relating to two mortgages given to Respondent by Linda P. Faulkner. See (Exhibit A). One of the mortgages was given by James E. Faulkner and Linda P. Faulkner to FCB on May

20, 2005 (the “2005 Mortgage”). The other mortgage, on a different property in Lancaster County, was given by Linda P. Faulkner to FCB on March 7, 2008 (the “2008 Mortgage”). In the foreclosure matter, Appellant, Linda P. Faulkner (“Faulkner”) filed an “Answer and Counterclaim Jury Trial Demanded.” Respondent, First-Citizens Bank & Trust Company (“FCB”), then filed two motions, a motion to strike Faulkner’s jury demand and a motion to refer the matter to a special referee. The circuit court granted Faulkner’s motion to strike the jury demand and, subsequently, the Lancaster County Clerk of Court referred the matter to William Tindal as special referee.

Faulkner moved to alter or amend both the order striking the jury demand and the order of reference.¹ The circuit court held a hearing and reaffirmed both of its orders. On October 11, 2018, Faulkner filed this appeal appealing the order striking the jury demand, the order of reference, and the order denying Faulkner’s Rule 59(e) motion.

Prior to FCB’s foreclosure action against Faulkner, FCB had previously initiated proceedings to foreclose against Faulkner. In May 2014, FCB filed a foreclosure action in the Lancaster Court of Common Pleas, Case Number 2014-CP-29-000560, seeking to foreclose on the 2005 Mortgage. **(Exhibit B)**. In July 2014, FCB filed a foreclosure action in the Lancaster Court of Common Pleas, Case Number 2014-CP-29-00954, seeking to foreclose on the 2008 Mortgage. **(Exhibit C)**. The 2014 foreclosure actions were both dismissed via a “Consent Stipulation of Dismissal Without Prejudice and Cancellation of Lis Pendens.” **(Exhibits D, E)**.

The 2014 foreclosure actions were not mentioned, alluded to, or presented to the circuit court in any document presented to the circuit court, including but not limited to: FCB’s summons and complaint; Faulkner’s “Answer and Counterclaim Jury Trial Demanded,” Faulkner’s motion

¹ Faulkner actually filed a “Motion to Alter or Amend Judgment Pursuant to: Rule 59(a), S.C.R.P.” However, all parties and the court treated such motion as one made under Rule 59(e) of the South Carolina Rules of Civil Procedure.

to alter or amend judgment; Faulkner's memorandum in support of the motion; and FCB's response in opposition to Faulkner's motion to alter or amend the judgment.

At the hearing before the circuit court on Faulkner's motion to alter or amend, Faulkner's counsel did argue:

I would return briefly to the question of waiver. We have alleged that from 2011 to 2016 and after the note came due the bank continued to draft and receive payments from my client. This point was brought up before this Court in a previous action to foreclose this matter, we have cited the case number here. In that case I was the attorney. In that case we also raised the issue of waiver and pled the fact that they had continued to take payments. That case was dropped. . . . [T]aking the money and then dropping an earlier case, certainly shows the basis for a colorable claim of waiver, not of the debt, we're not disputing that but of the right to foreclose in this instance.

(Exhibit F (Rule 59(e) Hr'g Tr. 4:23-5:17, Sept. 25, 2018)). Kerk Spong, attorney for FCB responded: "I listened to Mr. Foster talk about some of the history of this case, which is not really in evidence, Judge." (Exhibit F (Hr'g Tr. 6:25-7:1)). Despite Faulkner's counsel's assertion that it "cited the case number here" for a previous foreclosure action, no such citation appears in any documents that were before the circuit court.

LAW

"The Record on Appeal shall include all matter designated to be included by any party under Rule 209," but "shall not . . . include matter which was not presented to the lower court or tribunal." Rule 210(c), SCACR. "A party shall not include any matter in his Designation which is not relevant to the appeal." *Id*; Rule 209(b), SCACR. Additionally, "[t]he brief shall contain references to the transcript, pleadings, orders, exhibits, or other materials which may be properly included in the Record on Appeal [see Rule 210(c)] to support the salient facts alleged." Rule 208(b)(4), SCACR.

“[T]he South Carolina Appellate Court rules are not mere technicalities but provide the parties and this Court with an orderly mechanism through which to guide appeals in this State.” *Henning v. Kaye*, 307 S.C. 436, 437, 415 S.E.2d 794, 794 (1992). “It is incumbent upon counsel to provide material that complies with the Rules and facilitates appellate review.” *Id.* “Whenever it appears that an appellant or a petitioner has failed to comply with the requirements of these Rules, the clerk shall issue an order of dismissal, which shall have the same force and effect as an order of the appellate court.” Rule 231(a), SCACR. Although Respondents do not seek a dismissal of the appeal, Rule 231(a) highlights the importance of the parties complying with the appellate court rules.

ARGUMENT

Appellant has identified numerous documents that were not presented to the circuit court. The following documents should be stricken from Appellant’s Designation of Matter because they were not presented to the circuit court:

1. Summons and Complaint (2014-CP-29-00954)
2. Amended Summons and Complaint (2014-CP-29-00954)
3. Answer and Counterclaim of Defendant (2014-CP-29-0954)
4. Reply of Plaintiff (2014-CP-29-0954)
5. Consent Stipulation of Dismissal (2014-CP-29-0954)
6. Summons and Complaint (2014-CP-29-00560)
7. Answer and Counterclaim of Defendant (2014-CP-29-00560)
8. Stipulation of Dismissal (2014-CP-29-00560)

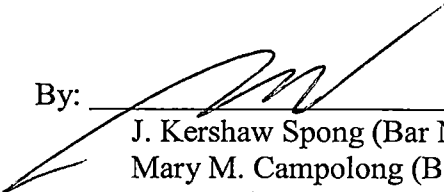
At the hearing before the circuit court, Faulkner only vaguely mentioned a “prior foreclosure action,” and did not provide any of the above documents or their case numbers to the circuit court. Additionally, no documents filed before the circuit court contained any reference to these two prior foreclosure actions. Accordingly, these documents do not comply with Rule 210(c), SCACR, and should be stricken from Appellant’s Designation of Matter.

Further, the two prior foreclosure actions by FCB against Faulkner are not relevant to the issues before this Court on appeal. The issues in this appeal center around whether the circuit court properly struck Faulkner's jury demand and whether the foreclosure action should have been referred to the special referee. A prior foreclosure action, which was voluntarily dismissed by consent of both parties pursuant to Rule 41 of the South Carolina Rules of Civil Procedure, has no bearing on the matters before this Court. In fact, even Faulkner deems the 2014-CP-29-00560 foreclosure action as not relevant, having not even cited or discussed it in her initial brief. There can be no value to pleadings from either 2014-CP-29-00954 or 2014-CP-29-00560 being included in the record before this Court.

For the reasons set forth above, Respondents respectfully request that the Court issue an order striking numbers 16, 17, 18, 19, 20, 21, 22, and 23 from Appellant's Designation of Matter.

Respectfully submitted,

ROBINSON GRAY STEPP & LAFFITTE, LLC

By:  _____
J. Kershaw Spong (Bar No. 5289)
Mary M. Campolong (Bar No. 102317)
1310 Gadsden Street
Post Office Box 11449
Columbia, South Carolina 29211
(803) 227-1101
kspong@robinsongray.com
mcampolong@robinsongray.com

Attorneys for Respondent First Citizens Bank &
Trust Company

May20, 2019

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LANCASTERCOUNTY
In the Circuit Court

Brian Gibbons, Circuit court Judge
William C. Tindal, Special Referee

Appellate Case No. 2018-001823

Lower Court Case No. 2017-CP-29-00872

First Citizens Bank & Trust CompanyRespondent,

v.

Linda P. Faulkner a/k/a Linda Faulkner
Founders Federal Credit Union, and CACH, LLC
Of whom Linda P. Faulkner is theAppellant.

PROOF OF SERVICE

I certify that I have served Respondent's Motion to Strike Appellant's Designation of Matter May 20, 2019, on the following counsel or persons of record:

John Martin Foster
Post Office Box 106
Rock Hill, SC 29731
Attorney for Appellant

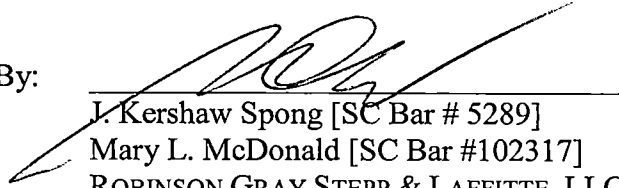
By depositing the same with the United States mail, with sufficient first class postage attached, properly addressed to the respective last known address of the attorney set out above, pursuant to Rule 262(b), S.C.A.C.R.

RECEIVED
MAY 20 2019
SC Court of Appeals

May 20, 2019

ROBINSON GRAY STEPP & LAFFITTE, LLC.

By:



J. Kershaw Spong [SC Bar # 5289]

Mary L. McDonald [SC Bar #102317]

ROBINSON GRAY STEPP & LAFFITTE, LLC

P.O. Box 11449

Columbia, SC 29211

(803) 929-1400

Email: kspong@robinsongray.com

mmcdonald@robinsongray.com

Attorneys for Respondent First Citizens Bank & Trust
Company

Exhibit A

STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

First-Citizens Bank & Trust Company)

Plaintiff(s))

v.)

Linda P. Faulkner a/k/a Linda Faulker,)
Founders Federal Credit Union, and CACH,)
LLC)

Defendant(s))

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2017-CP-29- 00872

FILED
CLERK OF COURT
LANCASTER, SC
2017 AUG -9 PM 1:20

Submitted By: J. Kershaw Spong
Address: Sowell Gray Robinson Stepp & Laffitt
LLC
P.O. Box 11449
Columbia, SC 29211

SC Bar #: 5289
Telephone #: (803) 929-1400
Fax #: (803) 929-0300
E-mail: kspong@sowellgray.com

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

DOCKETING INFORMATION (Check all that apply)

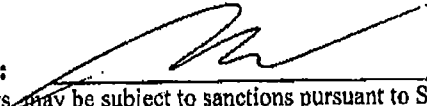
**If Action is Judgment/Settlement do not complete*

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

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|--|---|--|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Fraud/Bad Faith (150) <input type="checkbox"/> Failure to Deliver/Warranty (160) <input type="checkbox"/> Employment Discrim (170) <input type="checkbox"/> Employment (180) <input type="checkbox"/> Other (199) _____ | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case #
20____-NI-____-_____ <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) _____ | <p>Torts - Personal Injury</p> <ul style="list-style-type: none"> <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Assault/Battery (370) <input type="checkbox"/> Slander/Libel (380) <input type="checkbox"/> Other (399) _____ | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input checked="" type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) _____ |
| <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) _____ | <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reinstate Driver's License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture-Consent Order (850) <input type="checkbox"/> Other (899) _____ | <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Confession of Judgment (770) <input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780) <input type="checkbox"/> Other (799) _____ | <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Comm. (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) _____ |
| <p>Special/Complex /Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) <input type="checkbox"/> Sexual Predator (510) <input type="checkbox"/> Permanent Restraining Order (680) <input type="checkbox"/> Pharmaceuticals (630) <input type="checkbox"/> Unfair Trade Practices (640) <input type="checkbox"/> Out-of State Depositions (650) <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) <input type="checkbox"/> Pre-Suit Discovery (670) | | | |

Submitting Party Signature:



Date:

June 23, 2017

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

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

Pursuant to the ADR Rules, you are required to take the following action(s):

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

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

IN THE COURT OF COMMON PLEAS

First-Citizens Bank & Trust Company,)
)
Plaintiff,)

Case No. 2017-CP-29- 00872

v.)

**CERTIFICATE OF
EXEMPTION / WITHDRAWAL
FROM ARBITRATION /
MEDIATION**


Linda P. Faulkner a/k/a Linda Faulker,)
)
Founders Federal Credit Union, and)
)
CACH, LLC,)
)
Defendants.)

FILED
OFFICE OF CLERK
OF COURT
2017 AUG -9 PM 1:20
CLERK OF COURT
LANCASTER, SC

I CERTIFY THAT THIS ACTION IS EXEMPT FROM ARBITRATION BECAUSE

- monetary relief requested in this case exceeds \$25,000.00;
- this is a class action;
- there is a substantial claim for injunction or declaratory relief in this case;
- this case involves (check one or more of the following)
 - title to real estate;
 - wills, trusts and decedents' estates;
 - mortgage foreclosure;
 - partition;
- this is a special proceeding or action seeking extraordinary relief such as mandamus, habeas, corpus, or prohibition;
- monetary relief requested in this case is unspecified but exceeds \$25,000;
- this case is a companion or related to similar actions pending in other courts with which the action might be consolidated but for lack of jurisdiction or venue;
- this action is appellate in nature;
- this is a post-conviction relief matter;
- this is a forfeiture proceeding brought by the State; or
- this is a contempt of court proceeding.

June 23rd 2017


J. Kershaw Spong [SC Bar # 5289]
SOWELL GRAY ROBINSON STEPP & LAFFITTE, LLC
P.O. Box 11449
Columbia, SC 29211
(803) 929-1400
Email: kspong@sowellgray.com

Attorneys for Plaintiff

STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

IN THE COURT OF COMMON PLEAS

First-Citizens Bank & Trust Company,)

Plaintiff,)

v.)

Linda P. Faulkner a/k/a Linda Faulker,)
Founders Federal Credit Union, and)
CACH, LLC,)

Defendants.)

Case No.: 2017-CP-29- 00872

FILED
CLERK OF COURT
LANCASTER, SC
2017 AUG -9 PM 1:20

NOTICE OF FORECLOSURE INTERVENTION

(Pursuant to Administrative Order No. 2011-05-02-01 of the
South Carolina Supreme Court)

NOTICE OF MORTGAGOR'S RIGHT TO FORECLOSURE INTERVENTION FOR THE
PURPOSE OF SEEKING A RESOLUTION OF THIS FORECLOSURE ACTION BY LOAN
MODIFICATION OR OTHER MEANS OF LOSS MITIGATION.

TO EXERCISE THIS RIGHT, CONTACT THE UNDERSIGNED IN WRITING WITHIN
THIRTY (30) DAYS OF THE SERVICE OF THIS NOTICE.



J. Kershaw Spong [SC Bar # 5289]
SOWELL GRAY ROBINSON STEPP & LAFFITTE, LLC
P.O. Box 11449
Columbia, SC 29211
(803) 929-1400
Email: kspong@sowellgray.com

June 20th, 2017

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

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

First-Citizens Bank & Trust Company,

Plaintiff,

v.

Linda P. Faulkner a/k/a Linda Faulker,
Founders Federal Credit Union, and CACH,
LLC,

Defendants.

IN THE COURT OF COMMON PLEAS

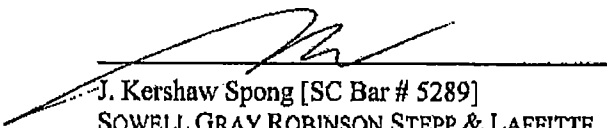
Case No. 2017-CP-29- 00872

SUMMONS
(Mortgage Foreclosure)
(Deficiency Judgment Demanded)
Non-Jury

TO: THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in the above entitled action, copy of which is herewith served upon you, and to serve copy of your answer upon the undersigned at their offices, Sowell Gray Robinson Stepp & Laffitte, LLC, P.O. Box 11449, Columbia, South Carolina 29211, within Thirty (30) days after service hereof upon you, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that the undersigned attorney on behalf of the Plaintiff herein, will seek the agreement and stipulation of all parties not in default for an Order of Reference to a Special Referee for Lancaster County stipulating that said Special Referee may enter a final judgment in this case.



J. Kershaw Spong [SC Bar # 5289]
SOWELL GRAY ROBINSON STEPP & LAFFITTE, LLC
P.O. Box 11449
Columbia, SC 29211
(803) 929-1400
Email: kspong@sowellgray.com

Attorneys for the Plaintiff

Columbia, South Carolina

June 23rd 2017

FILED
CLERK OF COURT
LANCASTER, SC
2017 AUG -9 PM 1:20
CLERK OF COURT

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF LANCASTER)

First-Citizens Bank & Trust Company,)
)
Plaintiff,)

Case No.: 2017-CP-29- 00872

v.)

COMPLAINT
(Mortgage Foreclosure)
(Deficiency Judgment Demanded)
Non-Jury

Linda P. Faulkner a/k/a Linda Faulker,)
)
Founders Federal Credit Union, and)
)
CACH, LLC,)

Defendants.)

FILED
OFFICE OF CLERK
OF COURT
2017 AUG -9 PM 1:20
CLERK OF COURT
LANCASTER, SC

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

1. Plaintiff, First-Citizens Bank & Trust Company, successor in interest to First Citizens Bank and Trust Company, Inc., is a banking institution duly organized and existing under and by virtue of the laws of the United States.

2. Upon information and belief, the Defendant **Linda P. Faulkner** is a resident and citizen of the County of Lancaster, State of South Carolina, and that the subject of this action is real property located in the County of Lancaster, State of South Carolina.

FOR A FIRST CAUSE OF ACTION
LOAN 6108

3. Heretofore, under date the 20th day of May, 2005, Defendant **Linda P. Faulkner** made, executed, and delivered to **First Citizens Bank and Trust Company, Inc.** a certain **Home Equity Line of Credit Agreement ("Agreement")** in writing, wherein and whereby she promised to pay to **First Citizens Bank and Trust Company, Inc.** the principal sum of **Two Hundred Thirty-four Thousand and 00/100 Dollars (\$234,000.00)**, together with variable interest per annum on the unpaid balance; said principal and interest being payable in monthly

2

instalments on terms as set forth therein until said note is fully paid. A true copy of the Agreement is attached as **Exhibit A**.

4. In order to secure the payment of the Agreement, **James E. Faulkner and Defendant Linda P. Faulkner a/k/a Linda Faulkner** did on the same date, to-wit, the **20th day of May, 2005** make, execute, and deliver to **First Citizens Bank and Trust Company, Inc.**, its successors and assigns, a certain **Mortgage** covering real property located in the County and State aforesaid and in said Mortgage described as will more fully appear by reference to **Exhibit B** attached hereto and made a part hereof. James E. Faulkner conveyed any and all interest he had in the real property to Linda P. Faulkner by deed dated August 1, 2017 recorded August 2, 2011 in Deed Book 627 at Page 75, subject to Plaintiff's mortgage.

5. Thereafter, on the **25th day of May, 2005**, said Mortgage was recorded in the Office of the Register of Deeds for Lancaster County in **Book 1343 at page 215**. Plaintiff has reviewed the Administrative Order issued by the Supreme Court of South Carolina on May 22, 2009 concerning the foreclosure sale of any property arising out of a loan owned or guaranteed by Federal National Mortgage Association ("Fannie Mae") or Freddie Mac or held by a servicer who has signed an agreement to participate in the Home Affordable Modification Program (HMP). That, after review and consultation of the Administrative Order and the loan file of the within foreclosure action, Plaintiff has determined that it has complied with said Administrative Order.

6. In and by the terms of said Agreement and the Mortgage securing same, it is provided, among other things, that on failure to pay any installment of either principal or interest or any portion thereof when due, or if any of the conditions and requirements in the Mortgage securing the same be not complied with, then the whole principal sum and accrued interest shall

at the option of the legal holder thereof become at once due and payable without notice, and collectible by foreclosure.

7. In and by the terms of the said Agreement it is further provided that the makers thereof shall pay a reasonable sum as and for an attorney's fee if the said note be placed in the hands of an attorney for collection after default.

8. The installments of principal and interest falling due from and after the **September 20, 2015**, have not been paid although demand for the payment thereof has been made and the Plaintiff, as the holder of the said Agreement and Mortgage, has and does hereby elect to declare the entire balance of said principal and interest due and payable at once; that there is now due and owing and unpaid upon the said Agreement and Mortgage the full and just principal sum of **Two Hundred Thirty-four Thousand Four Hundred Fifty-seven and 39/100 Dollars (\$234,457.39)**, together with interest thereon at the current rate of **3.75%** per annum from **August 20, 2015**, together with a reasonable sum as attorney's fees for the collection thereof and the costs of this action.

FOR A SECOND CAUSE OF ACTION
LOAN 8463

9. The allegations stated above are herein restated.

10. Heretofore, under date the **27th day of December, 2010**, Defendant **Linda P. Faulkner** made, executed, and delivered to **First Citizens Bank and Trust Company, Inc.** a certain **Promissory Note ("Note")** in writing, wherein and whereby she promised to pay to **First Citizens Bank and Trust Company, Inc.** the principal sum of **Seventy-seven Thousand Nine Hundred Three and 37/100 Dollars (\$77,903.37)**, together with interest at **5.00%** per annum on the unpaid balance; said principal and interest being payable in monthly installments on terms as set forth therein until said note is fully paid. A true copy of the Note is attached as **Exhibit C**. The Note was modified on several occasions as the request of the Defendant. The Note was last

modified on December 17, 2012. A true copy of the Consumer Note Modification Agreement is attached as **Exhibit D**.

11. In order to secure the payment of the Note, the said Defendant **Linda P. Faulkner** did on the **7th day of March, 2008** make, execute, and deliver to **First Citizens Bank and Trust Company, Inc.**, its successors and assigns, a certain **Mortgage** covering real property located in the County and State aforesaid and in said Mortgage described as will more fully appear by reference to **Exhibit E** attached hereto and made a part hereof.

12. Thereafter, on the **12th day of March, 2008**, said Mortgage was recorded in the Office of the Register of Deeds for Lancaster County in **Book 1888** at **page 108**. Plaintiff has reviewed the Administrative Order issued by the Supreme Court of South Carolina on May 22, 2009 concerning the foreclosure sale of any property arising out of a loan owned or guaranteed by Federal National Mortgage Association ("Fannie Mae") or Freddie Mac or held by a servicer who has signed an agreement to participate in the Home Affordable Modification Program (HMP). That, after review and consultation of the Administrative Order and the loan file of the within foreclosure action, Plaintiff has determined that it has complied with said Administrative Order.

13. In and by the terms of said Note and the Mortgage securing same, it is provided, among other things, that on failure to pay any installment of either principal or interest or any portion thereof when due, or if any of the conditions and requirements in the Mortgage securing the same be not complied with, then the whole principal sum and accrued interest shall at the option of the legal holder thereof become at once due and payable without notice, and collectible by foreclosure.

14. In and by the terms of the said Note it is further provided that the makers thereof shall pay a reasonable sum as and for an attorney's fee if the said note be placed in the hands of an attorney for collection after default.

15. The installments of principal and interest falling due from and after May 30, 2013, have not been paid although demand for the payment thereof has been made and the Plaintiff, as the holder of the said Note and Mortgage, has and does hereby elect to declare the entire balance of said principal and interest due and payable at once; that there is now due and owing and unpaid upon the said Note and Mortgage the full and just principal sum of **Seventy-three Thousand Two Hundred Sixty-one and 41/100 Dollars (\$73,261.41)**, together with interest thereon at the rate of **5.00%** per annum from **April 30, 2013**, together with a reasonable sum as attorney's fees for the collection thereof and the costs of this action.

16. Upon information and belief, said information having been obtained from the records of Lancaster County, South Carolina, the Defendants below named have or may claim to have some interest in or lien upon the subject premises by virtue of the matters and things hereinbelow alleged but that any such interest in or lien upon the said premises is junior and subordinate to Plaintiff's said mortgage, to-wit:

(a) The Defendant Founders Credit Union by virtue of a judgment obtained against Linda P. Faulkner in the amount of \$7,580.00 filed in the office of the Clerk of Court for Lancaster County on July 10, 2014, and preserved therein in Judgment Roll No. 2014-CP-29-026.

(b) The Defendant CACH, LLC by virtue of a judgment obtained against Linda Faulkner in the amount of \$4,178.14 filed in the office of the Clerk of Court for Lancaster County on June 28, 2016, and preserved therein in Judgment Roll No. 2016-CP-29-00202.

17. The Plaintiff does not waive but specifically demands judgment against the Defendant **Linda P. Faulkner** for the full amount found to be due to Plaintiff on the Agreement, Note, and Mortgages held by Plaintiff, with the right to enter personal judgment against the Defendant **Linda P. Faulkner** at the same time the Court orders a sale of the mortgaged premises and requests the money judgment so rendered be entered and docketed in the Clerk's office pursuant to §29-3-650 SC Code of Laws (1976 amended).

WHEREFORE, Plaintiff prays judgment that:

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

(b) Plaintiff's mortgages be declared a **first** lien and that Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due or which may be or have been paid by Plaintiff, with a reasonable sum as attorney's fees, and for the costs of this action.

(c) The mortgaged premises be sold according to law and the practice of this Court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

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

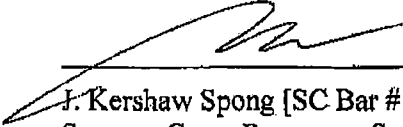
Second, to the payment and discharge of the amount due on Plaintiff's Agreement, Note, and Mortgages, together with attorney's fees as aforesaid; and

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

(d) Plaintiff have judgment entered immediately pursuant §29-3-650 SC Code of Laws (1976 amended) against the Defendant **Linda P. Faulkner** for the full amount found to be due Plaintiff on the note and mortgage, to be credited toward said personal judgment against the

Defendant **Linda P. Faulkner** for the amount paid to the Plaintiff from the proceeds of the sale of the mortgage premises.

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



J. Kershaw Spong [SC Bar # 5289]
SOWELL GRAY ROBINSON STEPP & LAFFITTE, LLC
P.O. Box 11449
Columbia, SC 29211
(803) 929-1400
Email: kspong@sowellgray.com

Attorneys for the Plaintiff

Columbia, South Carolina

June 30, 2017

**NOTICE UNDER THE
FAIR DEBT COLLECTION
PRACTICES ACT, (THE ACT)
15 U.S.C. SECTION 1601 AS AMENDED**

1. The amount of the debt is that as stated in the complaint attached hereto.
2. The Creditor is the Plaintiff as named in the summons and complaint attached hereto.
3. The debt described in the complaint attached hereto will be assumed to be valid by the Creditor's law firm unless you, the debtor, within thirty (30) days after the receipt of this notice, dispute, in writing, the validity of the debt or some portion thereof.
4. If you, the debtor, notify the Creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to you, the debtor, by the Creditor's law firm.
5. If the Creditor named in the attached Complaint is not the original Creditor, and if you make a written request to the Creditor's law firm within the thirty (30) days from the receipt of this notice, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.
6. Written requests should be addressed to J. Kershaw Spong, Esquire, Sowell Gray Robinson Stepp & Laffitte, LLC, P.O. Box 11449, Columbia, SC 29211.
7. This notice is an attempt to collect a debt and information obtained will be used for that purpose.

STATE OF NORTH CAROLINA)
)
COUNTY OF WAKE)

VERIFICATION

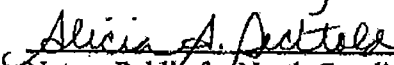
PERSONALLY appeared before me, Tracy Hinnant, who being duly sworn, deposes and says that she is a representative of First-Citizens Bank & Trust Company, and is authorized to make this Affidavit on its behalf; that she is familiar with the account and loan documents forming the basis for the within action and has read the foregoing pleadings ; that all of the matters alleged therein are true of her own knowledge, except for those alleged upon information and belief, and as to those, she believes them to be true; that no part of said sum sued for has been paid by discount or otherwise.

FIRST-CITIZENS BANK & TRUST COMPANY

By: 
Tracy Hinnant

Its: Sr. Real Estate Resolution Specialist

SWORN to before me this
20 day of July, 2017.

 (L.S.)
Notary Public for North Carolina
My Commission Expires: September 21, 2019



(Faulkner)

Exhibit A

E EQUITY LINE OF CREDIT AGREEMENT (Continued)

Equity LOC Check. The Home Equity LOC Check itself will be evidence of your debt to us together with this Agreement. Our liability, if any, for wrongful dishonor of a check is limited to your actual damages. Dishonor for any reason as provided in this Agreement is not wrongful.

Limitations on the Use of Credit Cards. We reserve the right not to honor Home Equity VISA Gold Cards in the following circumstances:

- Credit Limit Violation: Your Credit Limit has been or would be exceeded by paying the Home Equity VISA Gold Card charge.
Stein Credit Cards: Your Home Equity VISA Gold Card has been reported lost or stolen.
Unauthorized Signatures: Your Home Equity VISA Gold Card is not used by an 'Authorized Signer' as defined below.
Termination or Suspension: Your Credit Line has been terminated or suspended as provided in this Agreement or could be if we paid this Other Restriction. You are otherwise in default under, or in breach of, the terms of this Agreement.

If we pay any advance requested by use of the Home Equity VISA Gold Card under these conditions, you must repay us, subject to applicable laws, for the amount of the advance. The advance itself will be evidence of your debt to us together with this Agreement. Our liability, if any, for wrongful dishonor of an advance is limited to your actual damages. Dishonor for any reason as provided in this Agreement is not wrongful.

Transaction Requirements. The following transaction limitations will apply to the use of your Credit Line: Credit Line Home Equity LOC Check Limitations. The following transaction limitations will apply to your Credit Line and this writing of Home Equity LOC Checks.

- Other Transaction Requirements: You cannot use a Home Equity LOC Check to pay any amount you owe under this Agreement.
Credit Card Limitations: The following transaction limitations will apply to your Credit Line and using a Credit Card:
Maximum Amount Per Period: The maximum dollar amount of advances that you may obtain per day is \$7,600.00.
Other Transaction Requirements: ATM withdrawals may be made up to a total of \$600 per calendar day. If we detect unusual or suspicious activity on your account, we may, for security reasons, temporarily suspend your credit card privileges until we can verify the activity. We may refuse to issue or reissue a credit card or may revoke or limit credit card use with or without your knowledge or notice to you.

In Person, Request and Electronic Funds Transfer Limitations. There are no transaction limitations for requesting an advance in person or accessing by other methods. Authorized Signers. The words 'Authorized Signer' on Home Equity LOC Checks and Home Equity VISA Gold Cards as used in this Agreement mean and include each person who: (a) signs the application for this Credit Line, (b) signs this Agreement, or (c) has executed a separate document authorizing use of the Credit Line Account.

Lost Home Equity LOC Checks and Home Equity VISA Gold Cards. If you lose your Home Equity LOC Checks or Home Equity VISA Gold Cards or if someone is using them without your permission, you agree to let us know immediately. The fastest way to notify us is by calling us at 29202-0020. You also can notify us at Lost Credit Line Check/VISA Card Notification PO Box 29, Mail Code 294017, Columbia, SC 29202-0020.

Liability for Unauthorized VISA Credit Card Transactions. Tell us AT ONCE if you believe your VISA credit card has been lost or stolen or if any access to this Credit Line will not be required. We may require you to provide a written statement regarding claims of unauthorized VISA credit card transactions.

These provisions limiting your liability do not apply to VISA commercial cards or VISA PLUS ATM cards; and apply only to cards issued in the United States. With respect to unauthorized transactions, these limits may be exceeded to the extent allowed under applicable law only if we determine that you were grossly negligent or fraudulent in the handling of your account or credit card. The terms 'grossly negligent' and 'fraudulent' shall apply to Intlink Transactions. To notify us of lost or stolen cards, or of unauthorized transactions, call us at (888) 612-4444 or write to your account and minimize any inconvenience.

VISA is a registered trademark of Visa International. Liability for Unauthorized Use. You will not be liable for unauthorized use of your Visa access device if you notify us or our designee in writing, or possibly in person, of the loss, theft, or possible unauthorized use.

If you use an access card which debits a checking account for other consumer asset account but also draws an overdraft line of credit, under Regulation Z. Also, you might be liable for \$50.00, \$500.00, or an unlimited amount under Regulation E, or a lesser amount under applicable state law. Please refer to your electronic fund transfers disclosure for liability limitations and error-resolution procedures for transactions covered by the federal Electronic Fund Transfers Act.

Future Credit Line Services. Your application for this Credit Line also serves as a request to receive any new services (such as access devices) which may be available at some future time as one of our services in connection with this Credit Line. You understand that this request is voluntary and that you may refuse any of these new services at the time they are offered. You further understand that the terms and conditions of this Agreement will govern any transactions made pursuant to any of these new services.

Collateral. You acknowledge this Agreement is secured by the following collateral described in the security instrument noted herein, all the terms and conditions of which are hereby incorporated and made a part of this Agreement: A. Real Estate Mortgage or Security Deed dated _____

County of the State of _____ to us on real property located in _____, Page _____ of the above listed County. If completed, this Note is also secured under a Security Agreement covering the following collateral: _____

Insurance. You must obtain insurance on the property securing this Agreement that is reasonably satisfactory to us. You may obtain property insurance through any company of your choice that is reasonably satisfactory to us. You have the option of providing any insurance required under this Agreement through an existing policy or a policy independently obtained and paid for by you, subject to our right, for reasonable cause before credit is extended, to decline any insurance provided by you. Subject to applicable law, if you fail to obtain or maintain insurance as required in the mortgage or deed of trust, we may purchase insurance to protect our own interest, add the premium to your balance, pursue any other remedies available to us, or do any one or more of these things.

Periodic Statements. If you have a balance owing on your Credit Line Account or have any account activity, we will send you a periodic statement. It will show, among other things, credit advances, FINANCE CHARGES, other charges, payments made, third parties, your previous balance, and your 'New Balance.' Your statement also will identify the Minimum Payment you must make for that billing period and the date it is due.

When FINANCE CHARGES Begin to Accrue. Periodic FINANCE CHARGES for credit advances under your Credit Line will begin to accrue on the date credit advances are posted to your Credit Line. There is no 'grace idle period' which would allow you to avoid a FINANCE CHARGE on your Credit Line credit advances.

Method Used to Determine the Balance on Which the FINANCE CHARGE Will Be Computed. A daily FINANCE CHARGE will be imposed on the daily balance, which is the beginning balance of your Credit Line Account each day, add any new advances and subtract any payments or credits. This gives us the 'daily balance.'

Method of Determining the Amount of FINANCE CHARGE. Any FINANCE CHARGE is determined by applying the 'Periodic Rate' to the balance specified herein. Then we add together the periodic FINANCE CHARGES for each day in the billing cycle. This is your FINANCE CHARGE.

calculated by applying a Periodic Rate.

Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE. We will determine the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE as follows. Initially, we will use the discounted rates shown herein. Thereafter, we start with an independent index which is the Prime Rate quoted in the "Money Rates" section of The Wall Street Journal (the "Index"). We will use the most recent index value available to us as of the first business day of the calendar month of any ANNUAL PERCENTAGE RATE adjustment. The Index is not necessarily the lowest rate charged by us on our loans. If the Index becomes unavailable during the term of this Credit Line Account, we may designate a substitute index after notice to you. To determine the Periodic Rate that will apply to your First Payment Stream, we take the value of the Index, then divide the value by the number of days in a year (360). To obtain the ANNUAL PERCENTAGE RATE we multiply this Periodic Rate by the number of days in a year (360). To determine the Periodic Rate that will apply to your Second Payment Stream, we take the value of the Index, then divide the value by the number of days in a year (360). To obtain the ANNUAL PERCENTAGE RATE we multiply the Periodic Rate by the number of days in a year (360). This result is the ANNUAL PERCENTAGE RATE for your Second Payment Stream. The ANNUAL PERCENTAGE RATE includes only interest and no other costs.

The Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE on your Credit Line will increase or decrease as the Index increases or decreases from time to time. Any increase in the Periodic Rate will take the form of a higher fixed payment. Adjustments to the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE resulting from changes in the Index will take effect on the first day of each billing cycle based on the Index as published on the first business day of the calendar month. In no event will the corresponding ANNUAL PERCENTAGE RATE be more than the lesser of 18.000% or the maximum rate allowed by applicable law. Today the Index is 5.760% per annum, and therefore the Initial Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE on your Credit Line are as stated below:

Rates During the Discount Period

Term of Discount Range of Balance	Discounted Rate	ANNUAL PERCENTAGE RATE	Daily Periodic Rate
First 4 payments All Balances	2.880%	2.880%	0.007722%

The term of the discount period is 4 payments.

During the discount period, the ANNUAL PERCENTAGE RATE will be the ANNUAL PERCENTAGE RATE stated above. Your discount period will begin on the Opening Date and will continue thereafter for the specified number of payments (each payment being a partial or complete monthly billing cycle), regardless of whether you obtain any credit advances, have an outstanding balance, or make any payments to us. After the discount period, the ANNUAL PERCENTAGE RATE may change based on the then current index value and the Margin (if any) identified below, subject to the applicable rate cap.

Range of Balance or Condition	Current Non-Discounted Rate for the First Payment Stream Margin Added to Index	ANNUAL PERCENTAGE RATE	Daily Periodic Rate
All Balances	0.000%	5.760%	0.015750%

Current Non-Discounted Rates for the Second Payment Stream

Range of Balance or Condition	ANNUAL PERCENTAGE RATE	Daily Periodic Rate
All Balances	5.760%	0.015750%

Notwithstanding any other provision of this Agreement, we will not charge interest on any undistributed loan proceeds, except as may be permitted during any Right of Rescission period.

Force Rate Increases. If we force an ANNUAL PERCENTAGE RATE increase, at the time of a later adjustment we may return to the full Index value plus margin.

Conditions Under Which Other Charges May Be Imposed. You agree to pay all the other fees and charges related to your Credit Line as set forth below:

Microfilm Photocopying. If you request a copy of any document, we may charge you Credit Line Account the cost of copies of Statements, Checks and other information not routinely provided to you. If this information is requested for the line, it shall be for your copy, and mail this document to you. If your request is related to a billing error (see "Your Billing Rights" notice) and an error is found, we will waive any photocopying charges.

Late Charges. Your payment will be late if it is not received by us within 10 days after the "Payment Due Date" shown on your periodic statement. If your payment is late we may charge you the greater of \$5.00 or 5.000% of the unpaid amount of your payment not to exceed \$14.00. However, we may charge the maximum delinquency charge authorized by law as it may be increased during the term of this loan.

Credit Line Check Printing Charge. Your Credit Line Account may be charged the record cost, if allowed by law.

Security Interest Charges. You agree to pay all security interest charges related to your Credit Line as set forth below:

Flood Curt to First American Flood Data Services	\$8.00
Total	\$8.00

Lender's Rights. Under this Agreement, we have the following rights:

Termination and Acceleration. We can terminate your Credit Line Account and require you to pay us the entire outstanding balance in one payment, and charge you certain fees, if any of the following happens: (1) You commit fraud or make a material misrepresentation at any time in connection with this Credit Agreement. This can include, for example, a false statement about your income, assets, liabilities, or any other aspects of your financial condition. (2) You do not meet the repayment terms of this Credit Agreement. (3) Your source of income, or any other aspect of your financial condition, is materially affected. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or title of the dwelling, creation of a senior lien on the dwelling without our permission, foreclosure by the holder of another lien, or the use of force or the dwelling for prohibited purposes.

Suspension or Reduction. In addition to any other rights we may have, we can suspend additional extensions of credit or reduce your Credit Limit during any period in which any of the following are in effect:

(1) The value of your property declines significantly below the property's appraised value for purposes of this Credit Line Account. This includes, for example, declines such that the initial difference between the Credit Limit and the available equity is reduced by fifty percent and may include a smaller decline depending on the individual circumstances.

(2) We reasonably believe that you will be unable to fulfill your payment obligations under your Credit Line Account due to a material change in your financial circumstances.

(3) You are in default under any material obligations of the Credit Line Account. We consider all of your obligations to be material. Categories of material obligations include the events described above under Termination and Acceleration, obligations to pay late and charge fees, obligations to pay and protect the terms of any other loan or debt, mortgages or liens on the property, obligations to notify us and provide documents or information to us (such as updated financial information, obligations to comply with applicable laws (such as zoning restrictions), and obligations of any contract. No default will occur until we mail or deliver a notice of default to you, to you can restore your right to credit advances.

(4) We are precluded by government action from imposing the ANNUAL PERCENTAGE RATE provided for under this Agreement.

HI EQUITY LINE OF CREDIT AGREEMENT
(Continued)

Loan No. [REDACTED]

(5) The priority of our security interest is adversely affected by government action to the extent that the value of the security interest is less than one hundred twenty percent (120%) of the Credit Limit.

(6) We have been notified by governmental authority that continued advances may constitute an unsafe and unsound business practice.

Changes in Terms. We may make changes to the terms of this Agreement if you agree to the change in writing at that time. If the change will unequivocally benefit you throughout the remainder of your Credit Line Account, or if the change is insignificant such as charges relating to our data processing system. If the index is no longer available, we will choose a new index and margin. The new index will have an historical movement substantially similar to the original index, and the new index and margin will result in an ANNUAL PERCENTAGE RATE that is substantially similar to the rate in effect at the time the original index becomes unavailable. We may prohibit additional extensions of credit or reduce your Credit Limit during any period in which the maximum ANNUAL PERCENTAGE RATE under your Credit Line Account is reached.

Collection Costs. We may hire or pay someone else to help collect this Agreement if you do not pay. You will pay us that amount. This includes our reasonable attorneys' fees in an amount not less than fifteen percent (15%) of the amount owing on this Agreement and our legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings including efforts to modify or vacate any automatic stay or appointment, and appeals. If not prohibited by applicable law, you also will pay any court costs in addition to all other sums provided by law.

Access Devices. If your Credit Line is suspended or terminated, you must immediately return to us all Home Equity LOC Checks and any other access devices. Any use of Home Equity LOC Checks or other access devices following suspension or termination may be considered fraudulent. You will also remain liable for any further use of Home Equity LOC Checks or other Credit Line access devices not returned to us.

Delay in Enforcement. We may delay or waive the enforcement of any of our rights under this Agreement without losing that right or any other right. If we delay or waive any of our rights, we may enforce that right at any time in the future without advance notice. For example, not terminating your account for non-payment will not be a waiver of our right to terminate your account in the future if you have not paid.

Cancellation by you. If you cancel your right to credit advances under this Agreement, you must notify us and return all Home Equity LOC Checks and any other access devices to us. Despite cancellation, your obligations under this Agreement will remain in full force and effect until you have paid us all amounts due under this Agreement.

Payments. You may prepay all or any amount owing under this Credit Line at any time without penalty, except we will be entitled to receive all accrued FINANCE CHARGES and other charges, if any. Payments in excess of your Minimum Payments will not reduce part of your obligation to continue to make your Minimum Payments. Instead, they will reduce the principal balance owed on the Credit Line. You agree not to send us payments marked "paid in full", "without recourse", or similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement, and you will remain obligated to pay any further amount owed to us. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes payment in full of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: First Citizens, Loan Operations MC 887033, PO Box 29 Columbia, SC 29202.

Notice. All notices will be sent to your address as shown in this Agreement. Notice will be mailed to you at a different address if you give us written notice of a different address. You agree to advise us promptly if you change your mailing address.

Credit Information and Related Matters. You authorize us to release information about you to third parties as described in our privacy policy and our Fair Credit Reporting Act notice, provided you did not opt out of the applicable policy, or as permitted by law. You agree that, upon our request, you will provide us with a current financial statement, a new credit application, or both, on terms provided by us. You also agree we may obtain credit reports on you at any time, at our sole option and expense, for any reason, including but not limited to determining whether there has been an adverse change in your financial condition. We may require a new appraisal of the property which secures your Credit Line at any time, including an interim inspection, at our sole option and expense.

Transfer or Assignment. Without prior notice or approval from you, we reserve the right to sell or transfer your Credit Line Account and our rights and obligations under this Agreement to another lender, entity, or person, and to assign our rights under the mortgage or deed of trust. Your rights under this Agreement belong to you only and may not be transferred or assigned. Your obligations, however, are binding on your heirs and legal representatives. Upon any such sale or transfer, we will have no further obligation to provide you with credit advances or to perform any other obligation under this Agreement.

Tax Consequences. You understand that neither we, nor any of our employees or agents, make any representation or warranty whatsoever concerning the tax consequences of your establishing and using your Credit Line, including the deductibility of interest, and that neither we nor our employees or agents will be liable in the event interest on your Credit Line is not deductible. You should consult your own tax adviser for guidance on this subject.

MINIMUM ADVANCE REQUIREMENTS. If we pay up to \$500.00 of your closing costs, your initial MINIMUM ADVANCE must be \$5,000.00, or greater, and this draw must be made on the date the funds become available to you. Otherwise, there is no minimum advance requirement.

Governing Law. This Agreement will be governed by and interpreted in accordance with federal law and the laws of the State of South Carolina. This Agreement has been accepted by us to the State of South Carolina.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Integration. You agree that this Agreement, together with the mortgage or deed of trust, is the best evidence of your agreements with us. If we go to court for any reason, we can use a copy, limited or substantial, of any periodic statement, this Agreement, the mortgage or deed of trust or any other document to prove what you owe us or that a transaction has taken place. The copy, electronic, microfilm, or optical image will have the same validity as the original. You agree that, except to the extent you can show there is a filing error, your most current periodic statement is the best evidence of your obligation to pay.

Severability. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

Acknowledgment. You understand and agree to the terms and conditions in this Agreement. By signing this Agreement, you acknowledge that you have read this Agreement. You also acknowledge receipt of a completed copy of this Agreement, including the Fair Credit Billing Notice and the early home equity line of credit application disclosure, in addition to the handbook entitled "When Your Home Is On the Line: What You Should Know About Home Equity Lines of Credit," given with the application.

This Agreement is dated May 20, 2008.
 THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER
 [Signature]
 Linda P. Franklin

ACCEPTED: FIRST CITIZENS BANK AND TRUST COMPANY, INC

By: [Signature] (Seal)

Effective Disbursement Date: 5/25/08

Loan No. [REDACTED]

IE EQUITY LINE OF CREDIT AGREEMENT
(Continued)

Page 6

BILLING ERROR RIGHTS

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. Notify us in case of errors or questions about your bill.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at

First Citizens
First Code 994017
PO Box 20
Columbia, SC 29202-0020

or at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

Your name and account number.

The dollar amount of the suspected error.

Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your bill must reach us three (3) business days before the automatic payment is scheduled to occur.

Your rights and our responsibilities after we receive your written notice.

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your Credit Line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date on which it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first 50% of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.00.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement of the property or services.

Exhibit B

STATE OF SOUTH CAROLINA

0002993 Bk: 01343 Pg: 215

MORTGAGE ON REAL ESTATE

COUNTY OF Lancaster

FILED, RECORDED, INDEXED
05/25/2005 03:33PM
Rec Fees: 11.00 St Fees: 6.00
Co Fees: 4.00 Pages: 5
Register of Deeds
LANCASTER COUNTY, SC

THIS MORTGAGE is dated May 20, 2005

THIS MORTGAGOR(S) as referred to in this Mortgage is (are) James E. Faulkner and Linda E. Faulkner, n/k/a Linda Faulkner

THE MORTGAGEE, First Citizens Bank and Trust Company, Inc., will be referred to herein as "Lender." Lender's address is 1401 Hwy 160 West, Fort Mill, SC 29715

WHEREAS, Borrower(s) Linda E. Faulkner

is indebted to Lender in the principal amount of \$ 234,000.00 pursuant to the note, note agreement, loan agreement or revolving loan agreement (hereinafter referred to as the "Note") dated May 20, 2005

The Note includes all documents amending, extending, or modifying it and/or evidencing future advances. The Note has a final maturity of May 20, 2020

The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13, shall at no time be more than double the principal amount of the Note or \$ 234,000.00 whichever is greater, plus interest, reasonable attorney's fees and court costs incurred in collection of amounts due hereunder and expenditures by Lender under Paragraph 5 below. Interest under the Note will be deferred, accrued, or capitalized, but Lender shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure the Lender the repayment of the following amounts, with interest: (A) the indebtedness evidenced by the Note; (B) any Future Advances made under paragraph 13 below; (C) expenditures by Lender under paragraph 5 below; and (D) attorney's fees, court costs and other amounts which may be due under the Note and the Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledged receiving, Mortgagor does hereby mortgage, grant and convey to Lender, its successors and assigns the following described property (hereinafter sometimes referred to as the "Property"):

(SEE EXHIBIT 'A' ATTACHED FOR LEGAL DESCRIPTION)

Together with all singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements, now or hereafter situated thereon; and all fixtures (including, but not limited to, appliances, additions, improvements, and all items and material attached to or used in connection with the described Property) now or hereafter attached thereto; all basement rights-of-way, joists of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights, and powers, and all estates, rights, titles, interests, privileges, liberties, and tenements, whatsoever and in any way belonging, relating or appertaining to any of the property herein above described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, possession, claim and demand whatsoever at law as well as in equity, of Mortgagor or, in and to the same, including but not limited to all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the property or to any rights, appurtenant thereto, and all proceeds of any sales or other dispositions of the property or any part thereof (collectively hereinafter referred to as the "Property"; and all of the same being deemed part of the Property and included in the reference thereto).

TO HAVE AND TO HOLD all and singular the Property unto the Lender and the successors and assigns of Lender forever.
MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided in paragraph 15 and otherwise herein. Mortgagor covenants to warrant and forever defend all and singular the Property unto Lender and the successors or assigns of Lender from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Lender, that if Mortgagor pays or causes to be paid to Lender the debt secured hereby, the estate hereby granted shall cease, determine and be utterly null and void; otherwise said estate shall remain in full force and effect.

IT IS AGREED that Mortgagor shall be entitled to hold and enjoy the Property until a Default as herein defined has occurred.

MORTGAGOR further covenants and agrees with Lender as follows:

1. **Assignment of Rents and Profits.** As further security for all sums secured by this Mortgage, Mortgagor assigns to Lender all rents and profits arising from the Property; provided, however, that so long as no Default as hereinafter defined has occurred, Mortgagor shall be entitled to collect and retain all such rents and profits as the sole property of Mortgagor without accounting to Lender therefor.

2. **Care of Property.** Mortgagor will maintain the Property in good condition and repair and will neither permit nor allow waste thereof. Mortgagor will promptly repair or restore any portion of the Property which is damaged or destroyed by any cause whatsoever and will promptly pay when due all costs and expenses of such repair or restoration. Mortgagor will not remove or demolish any improvement or fixture which is now or hereafter part of the Property and will cut no timber on the Property without the express written consent of Lender. Lender shall be entitled to specific performance of the provisions of this paragraph.

3. **Insurance.** (A) Mortgagor shall at its sole expense obtain for, deliver to, and maintain for the benefit of Lender, during the life of the Mortgage, insurance policies in such amounts as Lender may require, in no event less than the full insurable value, insuring the Property against fire, extended coverage and such other insurable hazards, casualties and contingencies as Lender may require including flood damage, and shall pay promptly, when due, any premiums on such insurance policies and on any renewals thereof. The form of such policies, the companies issuing them and the coverages provided shall be acceptable to Lender and shall contain a noncontributory mortgage endorsement making losses payable to Lender. At least thirty (30) days prior to the expiration date of all such policies, renewals thereof satisfactory to Lender shall be delivered to Lender. Mortgagor shall deliver to Lender receipts evidencing the payment of all premiums of such insurance policies and renewals. In the event of loss, Mortgagor will give written notice to Lender, and Lender may make proof of loss if not made promptly by Mortgagor. In the event of foreclosure of this Mortgage or any other transfer of title to the Property in extinguishment of the indebtedness and other sums secured hereby, all right, title and interest of Mortgagor in and to all insurance policies and renewals thereof then in force shall pass to the grantee. Upon the failure of Mortgagor to obtain and maintain insurance satisfactory to Lender, Lender may at its own discretion procure and substitute for any and all of the insurance so held as aforesaid, such other policy or policies of insurance, in such amount as Lender, acting in its sole discretion, may determine; all without prejudice to its right to foreclose hereunder should Mortgagor fail to refuse to keep said premises so insured.

(B) Mortgagor hereby assigns to Lender all proceeds from any insurance policies, and Lender is hereby authorized and empowered in its reasonable discretion, to adjust or compromise any loss under any insurance policies on the Property, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Lender alone, and not to Mortgagor and Lender jointly. After deducting such insurance proceeds any expenses incurred by Lender in the collection or handling of such funds, Lender, acting in its sole discretion, may: apply the net proceeds (1) to the payment of any sum secured by this Mortgage in such order as Lender may determine; or (2) to the replacement, repair, or restoration of the portion of the Property damaged or destroyed in a manner determined by Lender; or may release said net proceeds to the Mortgagor upon such conditions as Lender shall determine; or may apply said net proceeds for any combination of the foregoing; all without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. If Lender elects to restore the improvements, any balance of such monies after restoration shall either be applied toward the reduction of indebtedness and any other sums secured hereby or shall be paid to Mortgagor. Lender shall not be responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

(C) Mortgagor shall at its sole expense obtain for, deliver to, and maintain for the benefit of Lender, during the life of this Mortgage, liability insurance policies relating to the Property, in such amounts, with such companies and in such form as may be reasonably required by Lender. Lender may require such policies to contain an endorsement, in form satisfactory to Lender, naming Lender as an additional insured thereunder. Mortgagor shall pay promptly, when due, any premiums on such insurance policies and renewals thereof.

4. **Taxes and Assessments.** Mortgagor will pay all taxes, assessments and other charges which constitute or are secured by a lien upon the Property which is superior to the lien of this Mortgage and will deliver to Lender proof of payment of the same not less than ten (10) days prior to the date the same becomes delinquent; provided, however, that Mortgagor shall be entitled by appropriate proceedings to contest the amount or validity of such tax, assessment or charge so long as the collection of the same by foreclosure of the lien upon the Property is stayed during the pendency of such proceedings and Mortgagor deposits with the authority to which such tax, assessment or charge is payable or with Lender appropriate security for payment of the same together with any applicable interest and penalties, should the same be determined due and owing.

5. **Expenditures by Lender.** If Mortgagor fails to make payment for restoration or repair of the Property, for insurance premiums or for taxes, assessments or other charges as required in the Mortgage, Lender may, but shall not be obligated to, pay for the same, and any such payment by Lender will be secured by this Mortgage and have the same rank and priority as the principal debt secured hereby and bear interest from the date of payment at the rate payable from time to time on outstanding principal under the Note. Payments made for taxes by Lender shall be a first lien on the Property to the extent of the taxes so paid with interest from the date of payment, regardless of the rank and priority of this Mortgage. Mortgagor will pay to the Lender in cash on demand an amount equal to any payment made by Lender pursuant to this paragraph plus interest thereon as herein provided.

6. **Condemnation.** Lender shall be entitled to be made a party to and to participate in any proceeding, whether formal or informal, for condemnation or acquisition pursuant to power of eminent domain of any portion of the Property. Mortgagor hereby assigns to Lender the right to collect and receive any payment or award to which mortgagor would otherwise be entitled by reason of condemnation or acquisition pursuant to the power of eminent domain of any portion of the Property. Any such payment or award received by Lender may, at the option of Lender, (1) be applied by Lender to payment of any sums secured by this Mortgage in such order as Lender may determine or (2) be applied in a manner determined by Lender to the replacement of the portion of the Property taken and to the repair or restoration of the remaining portion of the Property or (3) be released to Mortgagor upon such conditions as Lender may determine or (4) be used for any combination of the foregoing purposes. No portion of an indemnity payment which is applied to replacement, repair or restoration of any portion of the Property or which is released to Mortgagor shall be deemed a payment against any sums secured by this Mortgage.

7. **Due on sale or Transfer of Property.** At the option of the Lender, the indebtedness secured by this Mortgage shall become due and payable if, without the written consent of the Lender, the Mortgagor shall convey away the mortgaged premises, or if the title shall become vested in any other person in any manner whatsoever (to include a Sales Contract) other than by death of the Mortgagor. It is understood and agreed that in consideration for the consent of the Lender to any transfer of title to the mortgaged premises, the Lender at its option may charge a loan transfer fee and/or require changes in the rate of interest, term of loan, monthly payments of principal and interest and other terms and conditions of this Mortgage and/or the Note secured hereby.

8. **Default.** The occurrence of any of the following events shall be deemed a Default under this Mortgage:

(A) any default by Mortgagor as described in the Note;

(B) failure of Mortgagor to pay any other sum secured by this Mortgage when due;

(C) failure of Mortgagor to observe or perform any covenant or agreement set forth in this Mortgage or in any loan agreement entered into between the Mortgagor and Lender with respect to the indebtedness hereby secured within ten (10) days following the giving of notice by Lender to Mortgagor to observe or perform the same.

9. Remedies. Upon the occurrence of a Default heretofore defined, Lender may, without notice to Mortgagee, unless otherwise required by laws, declare all sums secured by this Mortgage immediately due and payable and may commence proceedings to collect such sums, foreclose this Mortgage and sell the Property. At the foreclosure Lender shall be entitled to bid and to purchase the Property and shall be entitled to apply the debt secured hereby, or any portion thereof, in payment for the Property. The remedies provided to Lender in this paragraph shall be in addition to and not in lieu of any other rights and remedies provided in this Mortgage or by law, all of which rights and remedies may be exercised by Lender simultaneously or consecutively in any order without being deemed to have waived any right or remedy previously or not yet exercised.

10. Appointment of Receiver. Upon the occurrence of a Default as heretofore defined Lender shall be entitled to the appointment of a receiver to enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Mortgage. The receiver shall be entitled to receive a reasonable fee for so managing the Property. All rents collected pursuant to this paragraph shall be applied first to the costs of taking control of and managing the Property and collecting the rents, including, but not limited to attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation of liability of Mortgagee as lessor or landlord of the Property and then to the sums secured by this Mortgage. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Lender shall not be liable to Mortgagee, anyone claiming under or through Mortgagee, or anyone having an interest in the Property by reason of anything done or left undone by Mortgagee under this paragraph. If the rents of the Property are not sufficient to meet the cost of taking control and managing the Property and collecting the rents, Lender, at its sole option, may advance funds to meet the costs. Any funds expended by Lender for such purposes shall become indebtedness of Mortgagee to Lender secured by this Mortgage. Unless Lender and Mortgagee agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Mortgagee requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note. The entering upon and taking and maintaining of control of the Property by Lender or the receiver and the application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lender hereunder.

11. Waiver by Lender. Lender may, in its sole discretion, from time to time waive or forbear from enforcing any provision of this Mortgage, and no such waiver or forbearance shall be deemed a waiver by Lender of any right or remedy provided herein or by law or be deemed a waiver of the right at any later time to enforce strictly all provisions of this Mortgage and to exercise any and all remedies provided herein and by law.

12. Costs of Appraisals. Mortgagee shall pay any and all costs of providing to Lender, as it may request from time to time, a current appraisal of the market value of the property prepared by an appraiser acceptable to Lender, in its sole discretion. If Mortgagee fails to pay such costs, Lender may advance the cost on the Mortgagee's behalf and add the amount of such advance to the principal under the Note, which shall bear interest at the rate as provided in the Note, and shall be due and payable on demand. Mortgagee's failure to pay the cost of any such appraisal, plus all accrued interest, in full, within ten (10) days of the date of such demand shall constitute an event of default entitling the Lender to accelerate the maturity of all debts secured by the Mortgage, as allowed by law.

13. Future Advances. Lender, at its option, may make Future Advances to Mortgagee. Such Future Advances, with interest at the rate payable from time to time on the outstanding principal under the Note, shall be secured by this Mortgage when evidenced by the Note or by any other note stating that it is secured by this Mortgage or when advanced under the terms of this Mortgage. Lender may make but is not obligated to make such Future Advances (A) at the request of the Mortgagee, whether or not there is an obligation to make Future Advances; (B) pursuant to an advance of funds under Paragraph 10 above; or (C) to pay, with or without the consent or request of Mortgagee, any amounts which may be due under any other mortgage or lien affecting the Property.

14. Notices. Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered if mailed postage prepaid to the party to whom directed at the latest address of such party known to the party sending the same. This paragraph shall not be deemed to prohibit any other manner of delivering a notice or other document.

15. Miscellaneous.

- (A) The agreements herein shall bind and inure to the benefit of the Mortgagee, Lender and their respective heirs, successors and assigns.
- (B) Wherever in this Mortgage one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this Mortgage by or on behalf of the Mortgagee or by or on behalf of the Lender shall bind and inure to the benefit of their respective heirs, successors and assigns, whether so expressed or not.
- (C) The headings of the sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.
- (D) If any provision of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage are declared to be severable.
- (E) Lender may make or cause to be made reasonable entries upon and inspections of the Property upon giving Mortgagee prior notice.
- (F) All covenants of Mortgagee shall be joint and several.
- (G) This Mortgage shall be governed by, construed and enforced in accordance with the laws of South Carolina.
- (H) If this is not a first Mortgage, Mortgagee has provided Lender with an attorney's opinion letter (or title insurance) setting out in detail any and all prior Mortgages or liens including the date of the existing mortgage liens and the original amounts.
- (I) If the Mortgagee is not obligated on the debt which this Mortgage secures, then the Mortgagee acknowledges that Note was made in consideration for this transaction and the owner of the Property agrees to be bound by all terms and conditions of the Note and the Mortgage.

16. Mortgagee agrees to indemnify, defend and save Lender and its successors and assigns harmless from and against all claims, actions, administrative proceedings, fines, costs, liabilities, attorney's fees and costs, or the like that arise directly or indirectly from the presence or release of hazardous materials, substances, waste or other environmentally regulated substances on the Property. The Mortgagee shall also indemnify and hold the Lender harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including cleanup costs), judgments and expenses (including attorney, consultant or expert's fees and expenses) of any kind and nature suffered by or asserted against either Lender or Mortgagee as a direct or indirect result of any requirement under any law, regulation or ordinance, local, state or federal, which requires the elimination, removal, or transfer of any hazardous material, substances, waste or other environmentally regulated substances. The Mortgagee's obligations hereunder to the Lender shall not be limited to any extent by the term of the Note, and as to regulated substances, the Mortgagee's obligations hereunder to the Lender shall not be limited to any extent by the time to survive and any act or occurrence prior to payment in full and satisfaction of the note which gives rise to the liability hereunder, shall continue to survive and remain in full force and effect notwithstanding payment in full and satisfaction of the Note and Mortgage, or foreclosure under the Mortgage, or delivery of a deed in lieu of foreclosure. A default hereunder may, at the option of the Lender, be treated as a default under the documents evidencing and securing the loans. Hazardous materials, substances, waste or other environmentally regulated substances as those terms are used herein shall have the meanings specified in the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), as amended, the Resource Conservation and Recovery Act, as amended, the Clean Air Act, the Clean Water Act, or any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree as may now or at any time hereafter be in effect.

17. Environmental Assessment Costs. The Mortgagee shall pay the cost of providing to Lender, at Lender's request, a current environmental site assessment, audit, or survey ("Assessment") of the Property, which Assessment shall be prepared by a person or company acceptable to Lender, in Lender's sole discretion. If Mortgagee fails to pay the costs of the Assessment, Lender may pay such cost and the same shall constitute an advance under the Note and be secured by the Property, and shall be due and payable on demand. Mortgagee's failure to pay such amount with all accrued interest in full within ten (10) days of date of such demand shall constitute an event of default and entitle Lender to accelerate the maturity of any and all debts secured by the property, as allowed by law.

State of South Carolina
County of Lancaster

To
First Citizens Bank and Trust Company, Inc.

Mortgage of Real Estate
Filed at _____ o'clock _____ M.
this _____ day of _____
and recorded in Mortgage Book _____
Page _____
P.M.C. or Clerk of Court C.P. & G.S.
County, S.C.

18. Waiver by Mortgagor. 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 delinquency 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.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage the day and year first above written.

Signed, sealed and delivered

In the presence of:

[Signature]
[Signature]

Mortgagor
X [Signature]
X [Signature]

STATE OF SOUTH CAROLINA
County of York

Probate

Before me, the undersigned Notary Public, personally appeared the undersigned witness who, being duly sworn, deposed and said that (s)he saw Linda P. Faulkner James E. Faulkner
sign, seal and deliver the foregoing Mortgage and that (s)he, together with the other witness witnessed the execution thereof.

SWORN to and subscribed
before me this 20th day
of May, 2005
[Signature] (SEAL)
Notary Public for South Carolina

[Signature]

My commission expires: 9-1-2010

EXHIBIT 'A'

All that certain piece, parcel or lot of land containing .47 acres, more or less, lying being and situate in Indian Land Township, Lancaster County, South Carolina, being described as follows: BEGINNING at a point in the center of Silver Run Road, said point being .8 miles northeast of the juncture of S. C. Highway 160 and running thence N 78-54-51 W, 215.04 feet to a point; thence N 63-32-00 E, 105.15 feet; N 63-59-44 E, 209.51 feet to a point on Silver Run Road; thence with Silver Run Road, S 21-0518 W, 118.15 feet; S 22-28-15 W, 75.56 feet to the point of beginning, all of which is more accurately shown on a plat of property of J. E. Faulkner prepared by Bradford M. Hucks, RLS, on June 29, 1982, and recorded herewith as Plat No. 14101 in the Register of Deeds Office for Lancaster County, South Carolina.

Being the identical property conveyed to James E. Faulkner and Linda Faulkner by Deed of John J. Miller, et al. recorded November 9, 1993 in Deed Book U-11 Page 245 in the Register of Deeds Office for Lancaster County, South Carolina

ALSO: All that certain piece, parcel or lot of land situate, lying, and being in the State of South Carolina, County of Lancaster, in Indian Land Township, with improvements thereon, being more particularly described as follows: BEGINNING at a point in the center of Silver Run Road (No. 2-29-336) said road being a County Road which leads to S. C. Highway No. 160, and running thence with the center of said Silver Run Road S 7-17 W 210 Feet; thence S 64 W 210 feet to a point; thence N 7-16 E 210 feet to a point; thence N 64 E 210 feet to a point in the center of said Silver Run Road, the point of beginning, containing .84 acre, more or less, and being bounded on the South by land of Leitner Miller and on the North and West by land of W. L. Blackwelder and as shown on map made by Reese F. McRorie, Surveyor, recorded in Plat Book 12, at Page 111, Register of Deeds Office for Lancaster County, South Carolina.

Being a portion of the property conveyed to Linda P. Faulkner by Deed of J. E. Faulkner recorded September 5, 2000 in Deed Book 93 Page 15 in the Register of Deeds Office for Lancaster County, South Carolina.

all of tax map S - 88

H
18

Exhibit C



PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Call	Account	Officer	Initials
\$77,903.37	12-27-2010	12-29-2011				WBA01	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing ***** has been omitted due to text length limitations.							

Borrower: LINDA P FAULKNER
9843 CALVIN HALL ROAD
FORT MILL, SC 29715-8620

Lender: FIRST CITIZENS BANK AND TRUST COMPANY, INC
York Office
811 E Liberty St
York, SC 29745

Principal Amount: \$77,903.37 **Interest Rate:** 5.000% **Date of Note:** December 27, 2010

PROMISE TO PAY. I ("Borrower") promise to pay to FIRST CITIZENS BANK AND TRUST COMPANY, INC ("Lender"), or order, in lawful money of the United States of America, the principal amount of Seventy-seven Thousand Nine Hundred Three & 37/100 Dollars (\$77,903.37), together with interest on the unpaid principal balance from December 31, 2010, at an interest rate of 5.000% per annum, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. I will pay this loan in one principal payment of \$77,903.37 plus interest on December 29, 2011. This payment due on December 29, 2011, will be for all principal and all accrued interest not yet paid. In addition, I will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning February 12, 2011, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied to the account as billed if I receive a periodic billing invoice or in the order of late charges, insurance charges, interest, principal and other charges for loans that have a payment coupon. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT. I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: First Citizens, Loan Operations MC 994033, PO Box 28 Columbia, SC 29202.

LATE CHARGE. If a payment is 11 days or more late, I will be charged 5.000% of the unpaid portion of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will continue to accrue interest at the interest rate under this Note.

DEFAULT. I will be in default under this Note if any of the following happens:

Payment Default. I fail to make any payment when due under this Note.

Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement or loan I have with Lender.

False Statements. Any representation or statement made or furnished to Lender by me or on my behalf, or made by Guarantor, or any other guarantor, endorser, surety, or accommodation party, under this Note or the related documents in connection with the obtaining of the loan evidenced by this Note or any security document directly or indirectly securing repayment of this Note is false or misleading in any material respect, either now or at the time made or furnished.

Death or Insolvency. Any Borrower dies or becomes insolvent; a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

Taking of the Property. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which the taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Defective Collateralization. This Note or any of the related documents ceases to be in full force and effect (including failure of any collateral agreement to create a valid and perfected security interest or lien) at any time and for any reason.

Collateral Damage or Loss. Any collateral securing this Note is lost, stolen, substantially damaged or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor, or any other guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any Guarantor, or any other guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disposes the validity of, or liability under, any guaranty of the Indebtedness evidenced by this Note.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if I have not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if I, after Lender sends written notice to me demanding cure of such default: (1) cure the default within twenty (20) days; or (2) if the cure requires more than twenty (20) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if I do not pay. I will pay Lender that amount. This includes Lender's reasonable attorneys' fees in an amount not less than fifteen percent (15%) of the amount owing on this Note and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of South Carolina without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of South Carolina.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all my accounts with Lender (whether checking, savings, or some other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

COLLATERAL. I acknowledge this Note is secured by first mortgage on real estate located at 9844 Calvin Hall Road, Fort Mill, Lancaster County, South Carolina, which is more fully described in mortgage dated 3-7-2008 and first mortgage on real estate and improvements located at 9843 Calvin Hall Road, Fort Mill, Lancaster County, South Carolina, which is more fully described in mortgage dated 5-20-2005.

FINANCIAL STATEMENTS. I agree to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

PROMPT CREDITING OF PAYMENTS. All payments must be made in U.S. dollars and must be received by us consistent with any payment instructions provided on or with your invoice or coupon prior to 5:00 PM Eastern Time to receive credit for the payment on the date we receive it. If paying at a branch or by mail, payments must include the invoice stub or payment coupon. In addition, if paying by mail, payment must be mailed to the specific address furnished by us. Payments received at any of our ATMs; payments received on a business day after 5:00 PM Eastern Time; payments received at a branch or by mail without an invoice stub or coupon; and payments received on a day that is not a Bank business day will be credited to your account no later than the next Bank business day.

RETURNED PAYMENT FEE. If you make any payment on this account by check, draft or other item that is dishonored for any reason, you agree to pay Lender's reasonable charge as allowed by law. This charge will be in addition to any NSF or similar charge which may be assessed

Exhibit D



First Citizens

CONSUMER NOTE MODIFICATION AGREEMENT

12/17/2012

Date of Agreement

122100 / 136 8463

Loan Account Number

Borrower(s): LINDA P FAULKNER

REC 2012

The Borrower(s) is/are indebted to First Citizens Bank and Trust Company, Inc. ("Bank") by Note with original terms as follows:

Original Note Date: 12/27/2010

Original Principal Amount of Loan: \$77,903.37

Original Contract Interest Rate: 5.00 %

The obligation currently has an outstanding balance, including interest and any charges due, of \$ 75,659.34 with a final maturity date of 9/26/2012

1343
2/24/12

All parties now desire to modify the Note. This is not a refinancing, substitution, replacement or novation of the Note, but a modification of the Note with all terms and conditions of the Note and related documents remaining in full force and effect except as modified herein. The Note, as modified, continues to be secured by that Mortgage filed in Lancaster County at Book 1888 & 01343 Page 0108 & 00213. Therefore, for value received, it is the intent of all parties to modify the said Note as follows: (Complete Sections 1 and 2 entitled "Interest Rate" and "Payment Terms" in all cases. Subsections not completed are deleted. Section 3 applies only if completed.)

1. Interest Rate (Complete Section A or B.)

- A. At the simple, fixed interest rate of 5 percent per annum.
- B. At the variable interest rate of _____ percentage points above (or below, if checked) the Prime Rate established from time to time by *The Wall Street Journal* (the "Index Rate"). However, the interest rate will not at any time exceed the maximum rate of _____ percent per annum (or the maximum rate permitted by applicable law, whichever is less), or fall below the minimum rate of _____. The interest rate as of the date of this Agreement stated in simple interest terms is _____ percent per annum. The interest rate is subject to change on a monthly basis with changes becoming effective on the first banking day following the 14th of the month.

2. Payment Terms (Complete Section A, B or C.)

- A. Single Payment Loan. The outstanding principal balance and all accrued interest shall be payable in one single payment on _____ (hereafter referred to as "Maturity").
- B. Amortizing Payments. The outstanding principal balance and accrued interest shall be payable in _____ equal consecutive _____ (monthly, quarterly, etc.) payments of _____ each commencing on _____ (the "Regular Payment Commencement Date") and on the same day of each such calendar period thereafter and one final payment of the entire balance due on _____ (hereafter referred to as "Maturity"), unless sooner paid. The periodic payment amount specified includes principal and interest.
- C. Principal Payment Terms. The outstanding balance shall be: (Complete 1 or 2.)
 - 1) Payable in one single payment (exclusive of interest) on 05/30/2013 (hereafter referred to as "Maturity".)
 - 2) Payable in _____ equal consecutive _____ (monthly, quarterly, etc.) payments of _____ commencing on _____ and on the same day of each such calendar period thereafter and one final payment of the entire balance due on _____ (hereafter referred to as "Maturity").

Interest Payment Terms. In addition to the principal payment(s) identified above, interest on the outstanding principal balance shall be: (Check 1 or complete Section 3.)

- 1) Payable in full at Maturity.
- 2) Payable Monthly (monthly, quarterly, etc.) beginning 1/19/2013 and consecutively on the same day of each calendar period thereafter, with any accrued but unpaid interest due and payable in full at Maturity.

3. Fees. Loan fees as follows are due and payable to Lender upon this Agreement.

<input checked="" type="checkbox"/> Modification Fee	\$ <u>150.00</u>	<input type="checkbox"/> Paid in Cash	<input checked="" type="checkbox"/> Added to Loan Balance
<input type="checkbox"/> Flood Re-Certification Fee	\$ _____	<input type="checkbox"/> Paid in Cash	<input type="checkbox"/> Added to Loan Balance
<input type="checkbox"/> Intangible Recording Tax	\$ _____	<input type="checkbox"/> Paid in Cash	<input type="checkbox"/> Added to Loan Balance
<input type="checkbox"/> GRMA	\$ _____	<input type="checkbox"/> Paid in Cash	<input type="checkbox"/> Added to Loan Balance
<input type="checkbox"/> Recording Fee	\$ _____	<input type="checkbox"/> Paid in Cash	<input type="checkbox"/> Added to Loan Balance
<input type="checkbox"/> Appraisal Fee	\$ _____	<input type="checkbox"/> Paid in Cash	<input type="checkbox"/> Added to Loan Balance

Note: For any Real Estate Secured loan containing a walled, roofed structure, a \$4.00 fee for Flood Insurance Re-Certification must be paid. This fee is in addition to the Modification Fee. If the property is determined to be in a flood zone, you will be provided the Flood Hazard Notice and will be required to obtain proof of adequate flood coverage before signing this Modification Agreement. Intangible Recording Tax may only be applicable when real estate collateral is located in the State of Georgia.

4. Credit Insurance Cancellation Notice. I understand and acknowledge that if the loan being modified has credit life and/or accident and health insurance, the existing coverage will be discontinued as of the effective date of this Modification Agreement.

Borrower and each Guarantor signing below understands and agrees that in modifying the existing Indebtedness, Bank is relying upon Borrower's representations, warranties, and agreements, as set forth in the provisions of the original Note. Except as expressly modified pursuant to this Consumer Note Modification Agreement, the terms of the original Note (including renewals and modifications thereto) remain unchanged and in full force and effect. Bank's agreement to modifications of the existing Indebtedness pursuant to this Consumer Note Modification Agreement in no way shall obligate Bank to make any future modifications to the Indebtedness. Nothing in this Consumer Note Modification Agreement shall constitute a satisfaction of the Indebtedness. It is the intention of Bank and Borrower to retain as liable parties all makers, endorsers, and guarantors of the original Note (including renewals and modifications thereto), unless the party is expressly released by Bank in writing. No maker, endorser, or guarantor will be released by virtue of this Consumer Note Modification Agreement.

Bank has advised Borrower and each Guarantor signing below to review this Consumer Note Modification Agreement with legal counsel of their choice and Borrower and each Guarantor signing below acknowledges that they have done so, to the extent they deemed necessary.

This Modification Agreement amends but does not replace or satisfy the original note. All other provisions of said Note are to remain in full force and effect and unaltered hereby.

Witness [Signature]

Borrower [Signature]

Witness _____

Co-Borrower _____

Witness _____

Guarantor _____

Witness _____

Guarantor _____

First Citizens Bank and Trust Company, Inc.

By [Signature]

Its [Signature]

I/We acknowledge receipt of a copy of this Modification Agreement as a third party not obligated on the note.

Mortgagor/Guarantor _____

Mortgagor/Guarantor _____

Bank Use Only

Encore Number 355991 Lender WILLIAM ARTHUR Balloon Code 0 Loan Grade 30 Status 5

Exhibit E

After Recording Return To:
WALTER L. HEINSCHN

2008003462

REGORDATION REQUESTED BY:
FIRST CITIZENS BANK AND TRUST COMPANY, INC
PO Box 29
Columbia SC 29202

MORTGAGE RECORDING FEES \$13.00
PRESERVED & RECORDED:
03-12-2008 02:08 PM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: SANDICE KIRKLEY DEPUTY
BK:MORT 1888
PG:108-114

WHEN RECORDED MAIL TO:
First Citizens
Loan Operations MC994033
PO Box 29
Columbia SC 29202

SEND TAX NOTICES TO:
LINDA P FAULKNER
9843 CALVIN HALL RD
FORT MILL SC 29707-8620

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

STATE OF SOUTH CAROLINA

COUNTY OF Lancaster

MORTGAGE OF REAL ESTATE

THIS MORTGAGE is dated: 03/07/2008

THE MORTGAGOR(S) as referred to in this Mortgage is (are) LINDA P. FAULKNER

THE MORTGAGEE, First Citizens Bank and Trust Company, Inc, will be referred to herein as "Lender". Lender's address is PO Box 29, MC994033, Columbia, SC 29202.

WHEREAS, Borrower(s) LINDA P FAULKNER

is (are) indebted to Lender in the principal amount of \$ 75,000.00 pursuant to the note, note agreement, loan agreement or revolving loan agreement (hereinafter referred to as the "Note") dated: 03/07/2008. The Note includes all documents renewing, extending, or modifying it and/or evidencing future advances. The Note has a final maturity of 03/07/2010.

The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13, shall at no time be more than double the principal amount of the Note or \$ 75,000.00, whichever is greater, plus interest, reasonable attorney's fees and court costs incurred in collection of amounts due hereunder and expenditures by Lender under Paragraph 6 below. Interest under the Note will be deferred, accrued, or capitalized, but Lender shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure the Lender the repayment of the following amounts, with interest: (A) the indebtedness evidenced by the Note; (B) any Future Advances made under Paragraph 13 below; (C) expenditures by Lender under Paragraph 6 below; and (D) attorney's fees, court costs and other amounts which may be due under the Note and the Mortgage. In consideration of the above indebtedness and for other valuable consideration

which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Lender, its successors and assigns the following described property (hereinafter sometimes referred to as the "Property"):

The Real Property is located at:
9844 Calvin Hall Road, Fort Mill, SC 29715 (Lancaster)

See Exhibit A

Together with all singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements, now or hereafter situated thereon; and all fixtures (including, but not limited to, appliances, additions, improvements; and all items and material attached to or used in connection with the described Property) now or hereafter attached thereto; all easements, rights-of-way, pores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights, and powers; and all estates, rights, titles, interests, privileges, liberties, and tenements, whatsoever and in any way belonging, relating or appertaining to any of the property herein above described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, possession, claim and demand whatsoever of law as well as in equity of Mortgagor of, in and to the same, including but not limited to all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the property or to any rights, appurtenant thereto; and all proceeds of any sales or other dispositions of the property or any part thereof (collectively hereafter referred to as the "Property"; and all of the same being deemed part of the Property and included in the reference thereto).

TO HAVE AND TO HOLD all and singular the Property unto Lender and the successors and assigns of Lender forever,

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided in Paragraph 15 and otherwise herein. Mortgagor covenants to warrant and forever defend all and singular the Property unto Lender and the successors or assigns of Lender from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Lender, that if Mortgagor pays or causes to be paid to Lender the debt secured hereby, the estate hereby granted shall cease, determine and be utterly null and void; otherwise said estate shall remain in full force and effect.

IT IS AGREED that Mortgagor shall be entitled to hold and enjoy the Property until a Default as herein defined has occurred.

MORTGAGOR further covenants and agrees with Lender as follows:

1. **Assignment of Rents and Profits.** As further security for all sums secured by this Mortgage, Mortgagor assigns to Lender all rents and profits arising from the Property; provided, however, that so long as no Default, as hereinafter defined, has occurred, Mortgagor shall be entitled to collect and retain all such rents and profits as the sole property of Mortgagor without accounting to Lender therefor.
2. **Care of Property.** Mortgagor will maintain the Property in good condition and repair and will neither permit nor allow waste thereof. Mortgagor will promptly repair or restore any portion of the Property which is damaged or destroyed by any cause whatsoever and will promptly pay when due all costs and expenses of such repair or restoration. Mortgagor will not remove or demolish any improvement or fixture which is now or hereafter part of the

Property and will cut no timber on the Property without the express written consent of Lender. Lender shall be entitled to specific performance of the provisions of this paragraph.

3. Insurance. (A) Mortgagor shall at its sole expense obtain for, deliver to, and maintain for the benefit of Lender, during the life of the Mortgage, insurance policies in such amounts as Lender may require, in no event less than the full insurable value, insuring the Property against fire, extended coverage and such other insurable hazards, casualties and contingencies as Lender may require including flood damage, and shall pay promptly, when due, any premiums on such insurance policies and on any renewals thereof. The form of such policies, the companies issuing them and the coverages provided shall be acceptable to Lender and shall contain a noncontributory mortgage endorsement making losses payable to Lender. At least thirty (30) days prior to the expiration date of all such policies, renewals thereof satisfactory to Lender shall be delivered to Lender. Mortgagor shall deliver to Lender receipts evidencing the payment of all premiums of such insurance policies and renewals. In the event of loss, Mortgagor will give written notice to Lender, and Lender may make proof of loss if not made promptly by Mortgagor. In the event of foreclosure of this Mortgage or any other transfer of title to the Property in extinguishment of the indebtedness and other sums secured hereby, all rights title and interest of Mortgagor in and to all insurance policies and renewals thereof then in force shall pass to the grantee. Upon the failure of Mortgagor to obtain and maintain insurance satisfactory to Lender, Lender may at its own discretion procure and substitute for any and all of the insurance so held as aforesaid, such other policy or policies in insurance, in such amount as Lender, acting in its sole discretion, may determine; all without prejudice to its right to foreclose hereunder should Mortgagor fail or refuse to keep said premises so insured.

(B) Mortgagor hereby assigns to Lender all proceeds from any insurance policies, and Lender is hereby authorized and empowered in its reasonable discretion, to adjust or compromise any loss under any insurance policies on the Property, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Lender alone and not to Mortgagor and Lender jointly. After deducting from such insurance proceeds any expenses incurred by Lender in the collection or handling of such funds, Lender, acting in its sole discretion, may apply the net proceeds (1) to the payment of any sum secured by this Mortgage in such order as Lender may determine, or (2) to the replacement, repair, or restoration of the portion of the Property damaged or destroyed in a manner determined by Lender; or may release said net proceeds to the Mortgagor upon such conditions as Lender shall determine; or may apply said net proceeds for any combination of the foregoing; all without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. If Lender elects to restore the improvements, any balance of such monies after restoration shall either be applied toward the reduction of indebtedness and any other sums secured hereby or shall be paid to Mortgagor. Lender shall not be responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

(C) Mortgagor shall, at its sole expense, obtain for, deliver to, and maintain for the benefit of Lender, during the life of this Mortgage, liability insurance policies relating to the Property, in such amounts, with such companies and in such form as may be reasonably required by Lender. Lender may require such policies to contain an endorsement, in form satisfactory to Lender, naming Lender as an additional insured thereunder. Mortgagor shall pay promptly, when due, any premiums on such insurance policies and renewals thereof.

4. Taxes and Assessments. Mortgagor will pay all taxes, assessments and other charges which constitute or are secured by a lien upon the Property which is superior to the lien of this Mortgage and will deliver to Lender proof of payment of the same not less than ten (10) days prior to the date the same becomes delinquent; provided, however, that Mortgagor shall be entitled by appropriate proceedings to contest the amount or validity of such tax, assessment or charge so long as the collection of the same by foreclosure of the lien upon the Property is stayed during the pendency of such proceedings and Mortgagor deposits with the authority to which such tax, assessment or charge is payable or with Lender appropriate security for payment of the same together with any applicable interest and penalties, should the same be determined due and owing.

5. Expenditures by Lender. If Mortgagor fails to make payment for restoration or repair of the Property (including any improvements to bring the Property in compliance with federal, state or local laws, ordinances or regulations), for insurance premiums or for taxes, assessments or other charges as required in the Mortgage, Lender may, but shall not be obligated to, pay for the same. Any such payment by Lender will be secured by this Mortgage and have the same rank and priority as the principal debt secured hereby and bear interest from the date of payment at the rate payable from time to time to outstanding principal under the Note. Payments made for taxes by Lender shall be a first lien on the Property to the extent of the taxes so paid with interest from the date of payment, regardless of the rank and priority of this Mortgage; Mortgagor will pay to Lender in cash on demand an amount equal to any payment made by Lender pursuant to this paragraph plus interest thereon as herein provided.

6. Condemnation. Lender shall be entitled to be made a party to and to participate in any proceeding, whether formal or informal, for condemnation or acquisition pursuant to power of eminent domain of any portion of the Property. Mortgagor hereby assigns to Lender the right to collect and receive any payment or award to which Mortgagor would otherwise be entitled by reason of condemnation or acquisition pursuant to the power of eminent domain of any portion of the Property. Any such payment or award received by Lender may, at the option of Lender, (1) be applied to payment of any sums secured by this Mortgage in such order as Lender may determine; or (2) be applied in a manner determined by Lender to the replacement of the portion of the Property taken and to the repair or restoration of the remaining portion of the Property; or (3) be released to Mortgagor upon such conditions as Lender may determine; or (4) be used for any combination of the foregoing purposes. No portion of an indemnity payment which is applied

to replacement, repair or restoration of any portion of the Property or which is released to Mortgagor shall be deemed a payment against any sums secured by this Mortgage.

7. **Due on Sale or Transfer of Property.** At the option of Lender, the indebtedness secured by this Mortgage shall become due and payable if, without the written consent of Lender, Mortgagor shall convey away the mortgaged premises, or if the title shall become vested in any other person in any manner whatsoever, (to include a Sales Contract) other than by death of Mortgagor. It is understood and agreed that in consideration for the consent of Lender to any transfer of title to the mortgaged premises, Lender, at its option, may charge a loan transfer fee and/or require changes in the rate of interest, term of loan, monthly payments of principal and interest and other terms and conditions of this Mortgage and/or the Note secured hereby.

8. **Default.** The occurrence of any of the following events shall be deemed a Default under this Mortgage:

(A) any default by Mortgagor as described in the Note;

(B) failure of Mortgagor to pay any other sum secured by this Mortgage when due;

(C) failure of Mortgagor to observe or perform any covenant or agreement set forth in this Mortgage or any loan agreement entered into between Mortgagor and Lender with respect to the indebtedness hereby secured, within ten (10) days following the giving of notice by Lender to Mortgagor to observe or perform the same.

9. **Remedies.** Upon the occurrence of a Default as hereinabove defined, Lender may, without notice to Mortgagor unless otherwise required by laws, declare all sums secured by this Mortgage immediately due and payable and may commence proceedings to collect such sums, foreclose this Mortgage and sell the Property. At the foreclosure, Lender shall be entitled to bid and to purchase the Property and shall be entitled to apply the debt secured hereby, or any portion thereof, in payment for the Property. The remedies provided to Lender in this paragraph shall be in addition to and not in lieu of any other rights and remedies provided in this Mortgage or by law, all of which rights and remedies may be exercised by Lender simultaneously or consecutively in any order without being deemed to have waived any right or remedy previously or not yet exercised.

10. **Appointment of Receiver.** Upon the occurrence of a Default as hereinabove defined Lender shall be entitled to the appointment of a receiver to enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases; the making of repairs to the Property; and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Mortgage. The receiver shall be entitled to receive a reasonable fee for so managing the Property. All rents collected pursuant to this paragraph shall be applied first to the costs of taking control of and managing the Property and collecting the rents, including, but not limited to attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation of liability of Mortgagor as lessor or landlord of the Property and then to the sums secured by this Mortgage. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Lender shall not be liable to Mortgagor, anyone claiming under or through Mortgagor, or anyone having an interest in the Property by reason of anything done or left undone by Mortgagor under this paragraph. If the rents of the Property are not sufficient to meet the cost of taking control and managing the Property and collecting the rents, Lender, at its sole option, may advance funds to meet the costs. Any funds expended by Lender for such purposes shall become indebtedness of Mortgagor to Lender secured by this Mortgage. Unless Lender and Mortgagor agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Mortgagor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note. The entering upon and taking and maintaining of control of the Property by Lender or the receiver and the application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lender hereunder.

11. **Waiver by Lender.** Lender may, in its sole discretion, from time to time waive or forbear from enforcing any provision of this Mortgage, and no such waiver or forbearance shall be deemed a waiver by Lender of any right or remedy provided herein by law or be deemed a waiver of the right at any later time to enforce strictly all provisions of this Mortgage and to exercise any and all remedies provided herein and by law.

12. **Costs of Appraisals.** Mortgagor shall pay any and all costs of providing to Lender, as it may request from time to time, a current appraisal of the market value of the Property prepared by an appraiser acceptable to Lender, in its sole discretion. If Mortgagor fails to pay such costs, Lender may advance the cost on the Mortgagor's behalf and add the amount of such advance to the principal under the Note, which shall bear interest at the rate as provided in the Note, and shall be due and payable on demand. Mortgagor's failure to pay the cost of any such appraisal, plus all accrued interest, in full, within ten (10) days of the date of such demand shall constitute an event of default entitling the Lender to accelerate the maturity of all debts secured by the Mortgage, as allowed by law.

13. **Future Advances.** Lender, at its option, may make Future Advances to Mortgagor. Such Future Advances, with interest at the rate payable from time to time on the outstanding principal under the Note, shall be secured by this Mortgage when evidenced by the Note or by any other note stating that it is secured by this Mortgage or when advanced under the terms of this Mortgage. Lender may make but is not obligated to make such Future Advances (A) at the request of Mortgagor, whether or not there is an obligation to make Future Advances; (B) pursuant to advance of funds provided for

herein or (C) to pay, with or without the consent or request of Mortgagor, any amounts which may be due under any other mortgage or lien affecting the Property.

14. Notices. Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered if mailed postage prepaid to the party to who directed at the latest address of such party that is known to the party sending the same. This paragraph shall not be deemed to prohibit any other manner of delivering a notice of other document.

15. Miscellaneous:

- (A) The agreements herein shall bind and inure to the benefit of the Mortgagor, Lender and their respective heirs, successors and assigns.
- (B) Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this Mortgage by or on behalf of Mortgagor or by or on behalf of Lender shall bind and inure to the benefit of their representatives, heirs, successors and assigns, whatso ever expressed or not.
- (C) The headings of the sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.
- (D) If any provision of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage are declared to be severable.
- (E) Lender may make or cause to be made reasonable entries upon and inspections of the Property upon giving Mortgagor prior notice.
- (F) All covenants of Mortgage shall be joint and several.
- (G) This Mortgage shall be governed by, construed and enforced in accordance with the laws of South Carolina.
- (H) If this is not a first mortgage, Mortgagor has provided Lender with an attorney's opinion (or title insurance) setting out in detail any and all prior mortgages or liens including the date of the existing mortgage liens and the original amounts.
- (I) If the Mortgagor is not obligated on the debt which this Mortgage secures, then the Mortgagor acknowledges that Note was made in consideration for this transaction and the owner of the Property agrees to be bound by all terms and conditions of the Note and the Mortgage.
- (J) Construction Mortgage. If this is a construction loan, this Mortgage is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of South Carolina.

16. Compliance with Environmental Laws. Mortgagor agrees to indemnify, defend and save Lender and its successors and assigns harmless from and against all claims, actions, administrative proceedings, fines, costs, liabilities, attorney's fees and costs or the like that arise directly or indirectly from the presence or release of hazardous materials, substances, waste or other environmentally regulated substances on the Property. Mortgagor shall also indemnify and hold Lender harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including cleanup costs), judgments and expenses (including attorney's, consultant's or expert's fees or expenses) of any kind and nature suffered by state or federal, which requires the elimination, removal, or transfer of any hazardous material, substances, waste or other environmentally regulated substances. Mortgagor's obligations hereunder to Lender shall not be limited to any extent by the term of the Note, as to any act or occurrence prior to payment in full and satisfaction of the Note, which gives rise to the liability hereunder, shall continue to survive and remain in full force and effect not withstanding payment in full and satisfaction of the Note and Mortgage, or foreclosure under the Mortgage, or delivery of a deed in lieu of foreclosure. A default hereunder may, at the option of the Lender, be treated as a default under the documents evidencing and securing the loans. Hazardous materials, substances, waste or other environmentally regulated substances, as those terms are used herein, shall have the meanings specified in the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), as amended, the Resource Conservation Recovery Act, as amended, the Clean Air Act, the Clean Water Act, or any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree as may now or at any time hereafter be in effect.

17. Environmental Assessments Costs. The Mortgagor shall pay the cost of providing to Lender, at Lender's request, a current environmental site assessment, audit, or survey ("Assessment") of the Property, which Assessment shall be prepared by a person or company acceptable to Lender, in Lender's sole discretion. If Mortgagor fails to pay the costs of the Assessment, Lender may pay such cost and the same shall constitute an advance under the Note to be secured by the Property, and shall be due and payable on demand. Mortgagor's failure to pay such amount within all accrued interests in full within ten (10) days of date of such demand shall constitute an event of default and entitle Lender to accelerate the maturity of any and all debts secured by the Property, as allowed by law. The Mortgagor acknowledges that the Lender disclaims any duty or obligation to the Mortgagor or any third party in regard to these assessments and is acting solely in compliance with its lending practices. The Mortgagor is advised to seek technical and/or legal advice in regard to any environmental concerns associated with the Property.

EXHIBIT A

ALL THAT CERTAIN piece, parcel or lot of land lying, being and situate in the State of South Carolina, County of Lancaster, on Calvin Hall Road, containing 1.07 acres, more or less, as shown on a plat thereof prepared by Hucks and Associates, PC, dated October 10, 1996, recorded in Plat Book 96, page 191, Office of the Clerk of Court for Lancaster County, South Carolina, which plat is incorporated herein by this reference and having such metes, bounds, courses and distances as by reference to said plat will more fully appear.

DERIVATION: This being the same property conveyed unto the Mortgagor herein by Deed of J. B. Faulkner dated August 28, 2000, recorded September 5, 2000 in Record Book 93, page 15, Office of the Clerk of Court of Lancaster County, South Carolina. For further reference, see Deed recorded in Record Book I-14, page 251, aforesaid County and State.

Exhibit B

STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

FIRST CITIZENS BANK AND TRUST)
COMPANY, INC.)

Plaintiff(s))

vs.)

Linda P. Faulkner and James E. Faulkner,)

Defendant(s))

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2014-CP-29-560

(Please Print)

Submitted By: S Nelson Weston, Jr / Charles J. Webb

Address: c/o Richardson Plowden & Robinson, PA
1900 Barnwell Street, Columbia, SC 29201

SC Bar #: 12902/73757

Telephone #: 803-253-8720

Fax #: 803-779-0016

Other:

E-mail: cwebb@richardsonplowden.com

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

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|--|---|--|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> Employment (120) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Other (199) | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case #
20 -CP- - <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) | <p>Torts - Personal Injury</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assault/Slander/Label (300) <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Other (399) | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input checked="" type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) |
| <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) | <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reinstate Drv. License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture-Consent Order <input type="checkbox"/> Other (899) | <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Confession of Judgment (770) <input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780) <input type="checkbox"/> Other (799) | <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Comm. (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) |
| <p>Special/Complex /Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) <input type="checkbox"/> Pharmaceuticals (630) <input type="checkbox"/> Unfair Trade Practices (640) <input type="checkbox"/> Out-of-State Depositions (650) <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) <input type="checkbox"/> Sexual Predator (510) | | | |

Submitting Party Signature: CJ Webb

Date: 4/29/14

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

First Citizens Bank and Trust Company, Inc.,

Plaintiff,

v.

Linda P. Faulkner and James E. Faulkner,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO.: 2014-CP-29-560

LIS PENDENS

(Foreclosure)

(Non-Jury)

2014 LP 29 168

NOTICE IS HEREBY GIVEN that an action has been commenced and is pending, or is about to be commenced, in the Court of Common Pleas between the above-named Plaintiff First Citizens Bank and Trust Company, Inc. against the above-named Defendant Linda P. Faulkner to foreclose on a Mortgage given by Linda P. Faulkner and James E. Faulkner to First Citizens Bank and Trust Company, Inc., the Plaintiff herein, dated May 20, 2005 and recorded May 25, 2005 in the Office of the Register of Deeds for Lancaster County in Book 1343 at Page 215.

The property which is the subject of said action is described as follows:

All that certain piece, parcel or lot of land containing .47 acres, more or less, lying, being and situate in Indian Land Township, County of Lancaster, State of South Carolina, being described as follows: BEGINNING at a point in the center of Silver Run Road, said point being .8 miles northeast of the juncture of S.C. Highway 160 and running thence N 78-54-51 W, 215.04 feet to a point; thence N 63-32-00 E, 105.15 feet; N 63-59-44 E, 209.51 feet to a point on Silver Run Road; thence with Silver Run Road, S 21-0518 W, 118.15 feet; S 22-28-15 W, 75.56 feet to the point of beginning, all of which is more accurately shown on a plat of property of J.E. Faulkner prepared by Bradford M. Hucks, RLS, on June 29, 1982, and recorded herewith as Plat No. 14101 in the Register of Deeds Office for Lancaster County, State of South Carolina.

Being the same property conveyed to James E. Faulkner and Linda Faulkner by Deed of John J. Miller, et. al. recorded November 9, 1993 in Deed Book U-11, Page 245 in the Office of the Register of Deeds for Lancaster County, State of South Carolina.

CLERK OF COURT
LANCASTER, SC

2014 MAY -1 AM 11:53

FILED
OFFICE OF THE
CLERK OF COURT

ALSO: All that certain piece, parcel or lot of land situate, lying and being in the County of Lancaster, State of South Carolina, in Indian Land Township, with improvements thereon, being more particularly described as follows: BEGINNING at a point in the center of Silver Run Road (No. 2-29-336) said road being a County Road which leads to S.C. Highway No. 160, and running thence with the center of said Silver Run Road S 7-17 W, 200 feet; thence S 64 W, 210 feet to a point; thence N 7-16 E, 210 feet to a point; thence N 64 E, 210 feet to a point in the center of said Silver Run Road, the point of beginning, containing .84 acre, more or less, and being bounded on the South by land of Leitner Miller and on the North and West by land of W.L. Blackwelder and as shown on map made by Reese F. McRorie, Surveyor, recorded in Plat Book 12 at Page 111 in the Office of the Register of Deeds for Lancaster County, State of South Carolina.

Being a portion of the property conveyed to Linda P. Faulkner by Deed of J.E. Faulkner recorded September 5, 2000 in Deed Book 93 at Page 15 in the Office of the Register of Deeds for Lancaster County, State of South Carolina.

Portion of TMS No.: 0005-00-088.00

RICHARDSON, PLOWDEN, & ROBINSON, P.A.

BY:

Cl J Webb

S. Nelson Weston, Jr.

Charles J. Webb

1900 Barnwell Street

Post Office Drawer 7788

Columbia, South Carolina 29202

803-771-4400

ATTORNEYS FOR THE PLAINTIFF

Columbia, South Carolina

April 11, 2014

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

First Citizens Bank and Trust Company, Inc.,

Plaintiff,

v.

Linda P. Faulkner and James E. Faulkner,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO.: 2014-CP-29-560

**NOTICE OF RIGHT TO FORECLOSURE
INTERVENTION**

PLEASE TAKE NOTICE THAT pursuant to the South Carolina Supreme Court Administrative Order 2011-05-02-01, you have a right to be considered for Foreclosure Intervention.

Throughout this foreclosure action and any foreclosure intervention process, you also have the right to communicate with and otherwise deal with the Plaintiff through its law firm, Richardson, Plowden & Robinson, P.A.

Richardson, Plowden & Robinson, P.A. represents the Plaintiff in this action. We do not represent you. The South Carolina Rules of Professional Conduct prohibit our firm from giving you any legal advice.

Please communicate your request for foreclosure intervention to Richardson, Plowden & Robinson, P.A. by returning the attached Request for Foreclosure Intervention form within 30 days from your receipt of this Notice.

IF YOU FAIL, REFUSE, OR VOLUNTRILY ELECT NOT TO PARTICIPATE IN FORECLOSURE INTERVENTION, THE FORECLOSURE ACTION MAY PROCEED.

CJ Webb

S. Nelson Weston, Jr.

Charles J. Webb

RICHARDSON, PLOWDEN & ROBINSON, P.A.

Post Office Drawer 7788

Columbia, South Carolina 29202

803-771-4400

ATTORNEYS FOR THE PLAINTIFF

First Citizens Bank and Trust Company, Inc.

Columbia, South Carolina

4/29, 2014

2014 APR 29 AM 11:53
CLERK OF COURT
LANCASTER, SC

2014 APR 29 AM 11:53

OFFICE OF THE CLERK
LANCASTER, SC

Request for Foreclosure Intervention

RPR File No: 7575-318

Case Caption: First Citizens Bank and Trust Company, Inc. v. Linda P. Faulkner and James E. Faulkner

Docket No: 2013-CP-

This document is exchanged exclusively for the purpose of foreclosure intervention pursuant to S.C. Supreme Court Administrative Order 2011-05-02-01.

_____ I am the owner of and occupy the following property as my principal residence: 9843 Calvin Hall Road, Fort Mill, SC 29707
(Please include proof of residence, such as a copy of a current utility bill, voter registration card, driver's license, etc.)

_____ I am the owner but the above-referenced property is not my principal residence.

I am interested in the following type(s) of loss mitigation (please note that you may not qualify for any or all of the foreclosure intervention programs)

- | | |
|--|-------------------------|
| _____ Reinstatement | _____ Loan Modification |
| _____ Payoff | _____ Deed in Lieu |
| _____ Payment Plan | _____ Short Sale |
| _____ Forbearance Agreement | _____ Other: _____ |
| _____ I elect to NOT participate in any Foreclosure Intervention | |

Contact Information:

Home _____ Work _____
Cell _____ Other _____

May we leave a phone message? At home Yes No
On your cell phone: Yes No At work Yes No
May we call your cell phone? Yes No
May we send you an email message? Yes No – if yes, use this email address:

(Signature)

(Print Name)

RICHARDSON, PLOWDEN & ROBINSON, P.A. IS A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

First Citizens Bank and Trust Company, Inc.,

Plaintiff,

v.

Linda P. Faulkner and James E. Faulkner,

Defendants.

COURT OF COMMON PLEAS

C/A NO: 2014-CP- 29-560

**SUMMONS
(Non-Jury)**

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Complaint in the above-captioned action, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the subscribers at their offices located at 1900 Barnwell Street, Post Office Drawer 7788, Columbia, South Carolina 29202, within thirty (30) days after the date of such service, exclusive of the day of such service; and if you fail to answer the said Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an order of reference or that the Court may issue a general order of reference of this action to a master in equity/special referee, pursuant to Rule 53, of the South Carolina Rules of Civil Procedure.

RICHARDSON, PLOWDEN & ROBINSON, P.A.

Ch J Webb

S. Nelson Weston, Jr.

Charles J. Webb

P.O. Drawer 7788

Columbia, South Carolina 29202

(803) 771-4400

ATTORNEYS FOR THE PLAINTIFF

April 29, 2014

CLERK OF COURT
LANCASTER, SC

2014 MAY -1 AM 11:53

DEPT. OF COURT
CLERK OF COURT

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

First Citizens Bank and Trust Company, Inc.,

Plaintiff,

v.

Linda P. Faulkner and James E. Faulkner,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO.: 2014-CP- 29-548

FORECLOSURE COMPLAINT

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

1. First Citizens Bank and Trust Company, Inc. is a banking institution doing business in the State of South Carolina authorized to do business under the laws of the United States of America and subject to the jurisdiction of this Court.

2. Upon information and belief, Defendant Linda P. Faulkner is a resident of the County of Lancaster, State of South Carolina and subject to the jurisdiction of this Court.

3. Upon information and belief, Defendant James E. Faulkner is a resident of the County of Lancaster, State of South Carolina and subject to the jurisdiction of this Court.

4. The real property hereinafter described, which is the subject of this action, is situated and located in Lancaster County, South Carolina.

5. Heretofore, Defendant Linda P. Faulkner did on May 20, 2005, execute and deliver for value received, a Home Equity Line of Credit Agreement payable to the order of Plaintiff First Citizens Bank and Trust Company, Inc. (the "Plaintiff" or "Mortgagee") in the amount of Two Hundred Thirty Four Thousand and 00/100 (\$234,000.00) Dollars repayable in monthly installments pursuant to the terms of the Agreement, a copy of said Agreement is attached hereto

2014 MAY - 1 AM : 53
COURT OF COMMON PLEAS
LANCASTER COUNTY
SOUTH CAROLINA

as Exhibit "A" and incorporated herein by reference (the "Agreement").

6. On or about May 20, 2005, Defendant Linda P. Faulker and Defendant James E. Faulkner (the "Mortgagors") in order to better secure the payment of the indebtedness evidenced by said Agreement and according to the terms and conditions thereto, executed and delivered to Plaintiff First Citizens Bank and Trust Company, Inc., its successors and assigns, a Mortgage secured by the following-described real estate (the "Property"), to wit:

All that certain piece, parcel or lot of land containing .47 acres, more or less, lying, being and situate in Indian Land Township, County of Lancaster, State of South Carolina, being described as follows: BEGINNING at a point in the center of Silver Run Road, said point being .8 miles northeast of the juncture of S.C. Highway 160 and running thence N 78-54-51 W, 215.04 feet to a point; thence N 63-32-00 E, 105.15 feet; N 63-59-44 E, 209.51 feet to a point on Silver Run Road; thence with Silver Run Road, S 21-0518 W, 118.15 feet; S 22-28-15 W, 75.56 feet to the point of beginning, all of which is more accurately shown on a plat of property of J.E. Faulkner prepared by Bradford M. Hucks, RLS, on June 29, 1982, and recorded herewith as Plat No. 14101 in the Register of Deeds Office for Lancaster County, State of South Carolina.

Being the identical property conveyed to James E. Faulkner and Linda Faulkner by Deed of John J. Miller, et. al. recorded November 9, 1993 in Deed Book U-11, Page 245 in the Office of the Register of Deeds for Lancaster County, State of South Carolina.

ALSO: All that certain piece, parcel or lot of land situate, lying and being in the County of Lancaster, State of South Carolina, in Indian Land Township, with improvements thereon, being more particularly described as follows: BEGINNING at a point in the center of Silver Run Road (No. 2-29-336) said road being a County Road which leads to S.C. Highway No. 160, and running thence with the center of said Silver Run Road S 7-17 W, 200 feet; thence S 64 W, 210 feet to a point; thence N 7-16 E, 210 feet to a point; thence N 64 E, 210 feet to a point in the center of said Silver Run Road, the point of beginning, containing .84 acre, more or less, and being bounded on the South by land of Leitner Miller and on the North and West by land of W.L. Blackwelder and as shown on map made by Reese F. McRorie, Surveyor, recorded in Plat Book 12 at Page 111 in the Office of the Register of Deeds for Lancaster County, State of South Carolina.

Being a portion of the property conveyed to Linda P. Faulkner by Deed of J.E. Faulkner recorded September 5, 2000 in Deed Book 93 at Page 15 in the Office of

the Register of Deeds for Lancaster County, State of South Carolina.

TMS#: 0005-00-088.00 PORTION

7. Said Mortgage constitutes a first lien on the Property and was duly filed and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina, on May 25, 2005, in Book 1343, Page 215. A copy of said Mortgage, is attached hereto as Exhibit "B" and incorporated herein by reference (the "Mortgage"). Defendant James E. Faulkner conveyed his interest in the subject property to Linda P. Faulkner by way of deed recorded on August 2, 2011 in the Office of the Register of Deeds for Lancaster County in Book 627 at Page 75.

8. It was agreed in said Mortgage that, should the Mortgagors default in any of the payments as therein provided, the whole amount of the debt secured by said Mortgage shall become due and payable at the election of the Mortgagee, after notice has been given to the Mortgagors. The Mortgagors failed and refused to pay to the Plaintiff the principal and interest becoming due on June 26, 2013, and have failed to make any payments since that time.

9. Said Mortgagors further agreed that in the case of foreclosure of said Mortgage, by suit or otherwise, the Mortgagee shall recover from the Mortgagors a reasonable sum as attorneys' fees, which shall be secured by the Mortgage, and included in the judgment of foreclosure.

10. Said Mortgage further provides that said Mortgagors thereby assigned, set over, and transferred to the Mortgagee, its successors and assigns, all of the rents, issues and profits of the mortgaged premises, including those past due, upon acceleration of payment of all sums secured by the Mortgage.

11. The said Mortgage further provides that the Mortgagors shall insure and keep insured against loss and damage by fire the premises covered by said Mortgage, and in the event of the

failure of the said Mortgagors to insure and keep insured the said premises, the said Mortgagee, its successors or assigns, may cause the same to be insured in its own name, and reimburse itself for the premium and expenses of such insurance under the Mortgage, whereupon the entire debt secured by the said Mortgage shall become due and payable, if the Mortgagee, or its successors or assigns, shall so elect.

12. The said Mortgage further provided that the Mortgagors shall promptly pay all taxes assessed and chargeable against said property, and in default thereof, that the said Mortgagee, its successors or assigns, may pay the same and reimburse itself under the said Mortgage, whereupon the entire debt secured by said Mortgage shall become immediately due and payable, if the Mortgagee or its successors or assigns, shall so elect.

13. The aforesaid Agreement and Mortgage are now in default. The Plaintiff has made demand on the Defendants, for payment of the aforesaid Agreement and Mortgage; however, the demands of the Plaintiff have been ignored by the Mortgagors, and, by reason of failure of the Mortgagor to pay the principal and interest becoming due on June 26, 2013, the Plaintiff has elected and does hereby elect that the entire indebtedness evidenced by the Agreement and secured by said Mortgage is immediately due and payable.

14. Since it has become and is necessary for the Plaintiff to employ legal counsel to prosecute this action, a reasonable fee for the services of the Plaintiff's counsel should, according to the terms of said Agreement and Mortgage, be added to the amount of the Mortgage debt. Said reasonable fee should take into consideration the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, and preparing the pleadings;

the time anticipated to be performed in preparing for and attending hearings and until final adjudication of the within action, under the terms of the Agreement and Mortgage; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the potential beneficial results obtained for the Plaintiff. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and do not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.

15. The Plaintiff is informed and believes that it is entitled to judgment and foreclosure of said Mortgage, together with reasonable attorneys' fees and the costs of this action.

16. The payments due on said Agreement and Mortgage are in default due to failure to pay the payments due, and all subsequent payments; the conditions of said Agreement and Mortgage have been broken and the Plaintiff elects to and does declare the entire balance of said indebtedness due and payable, and that there is due on said Agreement and Mortgage as of December 3, 2013 of Two Hundred Thirty Four Thousand Nine Hundred Twenty Six and 01/100 (\$234,926.01) Dollars, and for the costs and disbursements of this action, including a reasonable attorneys' fee.

17. If the Plaintiff pays any utility charges, which constitute or could constitute a lien on the premises, Plaintiff's payments should be added to the amount of any judgment rendered on its behalf.

18. That this foreclosure involves a Mortgage that is not owned, securitized or guaranteed by Fannie Mae or Freddie Mac nor is the Plaintiff, as the servicer of the Agreement and Mortgage, participating in the Home Affordable Modification Program.

19. The Plaintiff demands a personal or deficiency judgment against Defendant Linda P. Faulkner.

20. Upon foreclosure and sale of the property hereinabove described, in order that the purchaser at said sale may duly acquire peaceful possession of the property, the Court is respectfully requested to include in its Decree of Foreclosure and Sale the following proviso, to wit:

After the sale of the premises, and as soon as the sale by the Master-in-Equity is complete, the Mortgagor, or person(s) in possession, shall, within twenty (20) days of the date of sale, move from the premises, and give up the premises, without damage or vandalism. Upon failure of any Mortgagor or person(s) to vacate premises within twenty (20) days of the date of sale by the Court, the Sheriff is authorized, empowered and directed to enter upon the premises and forcibly eject the parties therefrom, unless prior to such date, the Mortgagor or person(s) in possession has obtained from the Court an Order extending the time which said Mortgagor or person(s) shall have to vacate said premises. The Sheriff (or his deputies) is also authorized to remove from the premises any furniture or other possessions of the Mortgagor or person(s) in possession, and any interference with the activities of the Sheriff will be upon penalty of contempt of Court.

WHEREFORE, the Plaintiff prays judgment:

A. That the amount due upon the said Agreement and Mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorneys' fees and costs of this action; and

B. That the said Plaintiff's Mortgage be declared a valid first lien on the subject Property and that the said Plaintiff be allowed to have judgment of foreclosure for the amount so found to be due and owing to Plaintiff, together with any taxes or insurance premiums which may be due, or utility charges paid by Plaintiff, with a reasonable sum as attorneys' fees and costs of this action; and

C. That the mortgaged Property be sold under the direction of this Court, subsequent to the first mortgage holder, the equity of redemption be barred, and the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and sale including reasonable attorneys' fees;

Second, to the payment and discharge of the amount due on the Plaintiff's Mortgage as determined by this Court;

Third, the surplus, if any, to be distributed according to law in such manner as may be determined by this Honorable Court; and

D. That the Plaintiff demands a deficiency judgment against Defendant Linda P. Faulkner and 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; and

E. For such other and further relief as may be just and proper.

Cl J Webb

S. Nelson Weston, Jr.
Charles J. Webb
RICHARDSON, PLOWDEN & ROBINSON, P.A.
1900 Barnwell Street
Post Office Drawer 7788
Columbia, South Carolina 29202
Telephone: (803) 771-4400
ATTORNEYS FOR THE PLAINTIFF

April 29, 2014
Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

First Citizens Bank and Trust Company, Inc.,

Plaintiff,

v.

Linda P. Faulkner and James E. Faulkner,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO.: 2014-CP-29-540

**CERTIFICATE OF EXEMPTION/
WITHDRAWAL FROM ARBITRATION**

(Collection)
(Non-Jury)

I CERTIFY THAT THIS ACTION IS EXEMPT FROM ADR BECAUSE:

- this is a special proceeding or action seeking extraordinary relief such as mandamus, habeas corpus or prohibition
- this action is appellate in nature
- this is a post conviction relief matter
- this is a contempt of court proceeding
- this is a forfeiture proceeding brought by the State
- this is a case involving a mortgage foreclosure; or
- the parties submitted the case to a voluntary mediation with a certified mediator prior to the filing of this civil action

FILED
OFFICE OF CLERK
2014 MAY -1 AM 11:53
COURT OF COMMON PLEAS
LANCASTER, SC

C. J. Webb
S. Nelson Weston, Jr.
Charles J. Webb
RICHARDSON, PLOWDEN & ROBINSON, P.A.
1900 Barnwell Street
Columbia, South Carolina 29202
Telephone: [803] 771-4400
ATTORNEYS FOR THE PLAINTIFF

April 29, 2014

NOTICE REQUIRED BY THE
FAIR DEBT COLLECTION
PRACTICES ACT, (THE ACT),
15 U.S.C. SECTION 1601 AS AMENDED

1. The amount of the debt is \$234,926.01 as of December 3, 2013.
2. The Creditor is First Citizens Bank and Trust Company, Inc.
3. The debt described in the document attached hereto will be assumed to be valid by the Creditor's law firm unless you, the debtor, within thirty (30) days after the receipt of this notice, dispute the validity of the debt or some portion thereof.
4. If you, the debtor, notify the Creditor in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor will obtain a verification of the debt and a copy of the verification will be mailed to you, the debtor, by the Creditor.
5. If the Creditor named in the attached letter is not the original Creditor, and if you make a written request to the Creditor within the thirty (30) days from the receipt of this notice, the name and address of the original Creditor will be mailed to you by the Creditor.
6. Written requests should be addressed to S. Nelson Weston, Jr., at Richardson, Plowden & Robinson, P.A., Post Office Drawer 7788, Columbia, South Carolina 29202.
7. This notice should not be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days. However, if you request either verification of the debt and/or the name of the original creditor, in writing, collection efforts will be suspended until the requested information is mailed to you.
8. This notice is an attempt to collect a debt and information obtained will be used for that purpose.

Exhibit C

STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

First Citizens Bank and Trust Company, Inc.,)
Plaintiff(s))

vs.)

Linda P. Faulkner, et. al.,)
Defendant(s))

Submitted By: S. Nelson Weston, Jr. / Charles J. Webb
Address: c/o Richardson Plowden & Robinson, P.A.
1900 Barnwell Street, Columbia, SC 29201

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2014-CP - 00454

SC Bar #: 12902 / 73757
Telephone #: (803) 253-8720
Fax #: (803) 779-0016
Other:
E-mail: nweston@richardsonplowden.com

2014 JUL 17 AM 10:22
LANCASTER COUNTY

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

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> Contracts
Constructions (100)
Debt Collection (110)
Employment (120)
General (130)
Breach of Contract (140)
Other (199) | <input type="checkbox"/> Torts - Professional Malpractice
Dental Malpractice (200)
Legal Malpractice (210)
Medical Malpractice (220)
Previous Notice of Intent Case #
20__-CP-_____
<input type="checkbox"/> Notice/ File Med Mal (230)
<input type="checkbox"/> Other (299) | <input type="checkbox"/> Torts - Personal Injury
Assault/Slander/Label (300)
Conversion (310)
Motor Vehicle Accident (320)
Premises Liability (330)
Products Liability (340)
Personal Injury (350)
Wrongful Death (360)
Other (399) | <input type="checkbox"/> Real Property
Claim & Delivery (400)
Condemnation (410)
<input checked="" type="checkbox"/> Foreclosure (420)
Mechanic's Lien (430)
Partition (440)
Possession (450)
Building Code Violation (460)
Other (499) |
| <input type="checkbox"/> Inmate Petitions
PCR (500)
Mandamus (520)
Habeas Corpus (530)
Other (599) | <input type="checkbox"/> Administrative Law/Relief
Reinstate Drv. License (800)
Judicial Review (810)
Relief (820)
Permanent Injunction (830)
Forfeiture-Petition (840)
Forfeiture-Consent Order (850)
Other (899) | <input type="checkbox"/> Judgments/Settlements
Death Settlement (700)
Foreign Judgment (710)
Magistrate's Judgment (720)
Minor Settlement (730)
Transcript Judgment (740)
Lis Pendens (750)
Transfer of Structured Settlement Payment Rights Application (760)
<input type="checkbox"/> Confession of Judgment (770)
<input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780)
<input type="checkbox"/> Other (799) | <input type="checkbox"/> Appeals
Arbitration (900)
Magistrate-Civil (910)
Magistrate-Criminal (920)
Municipal (930)
Probate Court (940)
SCDOT (950)
Worker's Comp (960)
Zoning Board (970)
Public Service Comm. (990)
Employment Security Comm (991)
<input type="checkbox"/> Other (999) |
| <input type="checkbox"/> Special/Complex /Other
Environmental (600)
Automobile Arb. (610)
Medical (620)
Other (699) | | <input type="checkbox"/> Pharmaceuticals (630)
Unfair Trade Practices (640)
Out-of State Depositions (650)
Motion to Quash Subpoena in an Out-of-County Action (660)
Sexual Predator (510) | |

Submitting Party Signature: CEJ Webb

Date: 7/15/14

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

First Citizens Bank and Trust Company, Inc.,

Plaintiff,

v.

Linda P. Faulkner and First Citizens Bank and
Trust Company, Inc.,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO.: 2014-CP- 00 954

LIS PENDENS

(Foreclosure)

(Non-Jury)

2014 LP2900241

NOTICE IS HEREBY GIVEN that an action has been commenced and is pending, or is about to be commenced, in the Court of Common Pleas between the above-named Plaintiff First Citizens Bank and Trust Company, Inc. against the above-named Defendant Linda P. Faulkner to foreclose on a Mortgage given by Linda P. Faulkner to First Citizens Bank and Trust Company, Inc., the Plaintiff herein, dated March 7, 2008 and recorded March 12, 2008 in the Office of the Register of Deeds for Lancaster County in Book 1888 at Page 108.

The property which is the subject of said action is described as follows:

All that certain piece, parcel or lot of land containing .47 acres, more or less, lying, being and situate in the State of South Carolina, County of Lancaster, on Calvin Hall Road, containing 1.07 acres, more or less, as shown on a plat thereof prepared by Hucks and Associates, PC, dated October 10, 1996, recorded in Plat Book 96, page 191, Office of the Clerk of Court for Lancaster County, South Carolina, which plat is incorporated herein by this reference and having said metes, bounds, courses and distances as by reference to said plat will more fully appear.

This being the same property conveyed unto the Linda P. Faulkner herein by Deed of J.B. Faulkner dated August 28, 2000, recorded September 5, 2000 in Record Book 93, Page 15, Office of the Clerk of Court of Lancaster County, State of South Carolina. For further reference, see Deed recorded in Record Book I-14, Page 251, aforesaid County and State.

Portion of TMS No.: 0005-00-088.00

2014 JUL 17 AM 9:52
CLERK OF COURT
LANCASTER, SC

RICHARDSON, PLOWDEN, & ROBINSON, P.A.

BY:

CJ Webb

S. Nelson Weston, Jr.

Charles J. Webb

1900 Barnwell Street

Post Office Drawer 7788

Columbia, South Carolina 29202

803-771-4400

ATTORNEYS FOR THE PLAINTIFF

Columbia, South Carolina
July 25, 2014

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER
First Citizens Bank and Trust Company, Inc.,
Plaintiff,
v.
Linda P. Faulkner and First Citizens Bank and
Trust Company, Inc.,
Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO.: 2014-CP- 00954

**NOTICE OF RIGHT TO FORECLOSURE
INTERVENTION**

PLEASE TAKE NOTICE THAT pursuant to the South Carolina Supreme Court
Administrative Order 2011-05-02-01, you have a right to be considered for Foreclosure Intervention.

Throughout this foreclosure action and any foreclosure intervention process, you also have the right to
communicate with and otherwise deal with the Plaintiff through its law firm, Richardson, Plowden & Robinson,
P.A.

Richardson, Plowden & Robinson, P.A. represents the Plaintiff in this action. We do not represent you.
The South Carolina Rules of Professional Conduct prohibit our firm from giving you any legal advice.

Please communicate your request for foreclosure intervention to Richardson, Plowden & Robinson, P.A. by
returning the attached Request for Foreclosure Intervention form within 30 days from your receipt of this Notice.
**IF YOU FAIL, REFUSE, OR VOLUNATRILY ELECT NOT TO PARTICIPATE IN FORECLOSURE
INTERVENTION, THE FORECLOSURE ACTION MAY PROCEED.**

CJ Webb
S. Nelson Weston, Jr.
Charles J. Webb
RICHARDSON, PLOWDEN & ROBINSON, P.A.
Post Office Drawer 7788
Columbia, South Carolina 29202
803-771-4400
ATTORNEYS FOR THE PLAINTIFF
First Citizens Bank and Trust Company, Inc.

Columbia, South Carolina
7/15, 2014

2014 JUL 17 AM 9:52
LANCASTER, SC
COURT

Request for Foreclosure Intervention

RPR File No: 7575-318

Case Caption: First Citizens Bank and Trust Company, Inc. v. Linda P. Faulkner and First Citizens Bank and Trust Company, Inc.

Docket No: 2014-CP-

This document is exchanged exclusively for the purpose of foreclosure intervention pursuant to S.C. Supreme Court Administrative Order 2011-05-02-01.

_____ I am the owner of and occupy the following property as my principal residence: 9844 Calvin Hall Road, Fort Mill, SC 29715
(Please include proof of residence, such as a copy of a current utility bill, voter registration card, driver's license, etc.)

_____ I am the owner but the above-referenced property is not my principal residence.

I am interested in the following type(s) of loss mitigation (please note that you may not qualify for any or all of the foreclosure intervention programs)

- | | |
|--|-------------------------|
| _____ Reinstatement | _____ Loan Modification |
| _____ Payoff | _____ Deed in Lieu |
| _____ Payment Plan | _____ Short Sale |
| _____ Forbearance Agreement | _____ Other: _____ |
| _____ I elect to NOT participate in any Foreclosure Intervention | |

Contact Information:

Home _____ Work _____

Cell _____ Other _____

May we leave a phone message? At home Yes No

On your cell phone: Yes No At work Yes No

May we call your cell phone? Yes No

May we send you an email message? Yes No – if yes, use this email address:

_____ (Signature)

_____ (Print Name)

RICHARDSON, PLOWDEN & ROBINSON, P.A. IS A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

First Citizens Bank and Trust Company, Inc.,

Plaintiff,

v.

Linda P. Faulkner and First Citizens Bank and
Trust Company, Inc.,

Defendants.

COURT OF COMMON PLEAS

C/A NO: 2014-CP- 00954

**SUMMONS
(Non-Jury)**

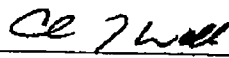
2014 JUL 17 AM 9:32
CLERK OF COURT
LANCASTER, SOUTH CAROLINA

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Complaint in the above-captioned action, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the subscribers at their offices located at 1900 Barnwell Street, Post Office Drawer 7788, Columbia, South Carolina 29202, within thirty (30) days after the date of such service, exclusive of the day of such service; and if you fail to answer the said Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an order of reference or that the Court may issue a general order of reference of this action to a master in equity/special referee, pursuant to Rule 53, of the South Carolina Rules of Civil Procedure.

RICHARDSON, PLOWDEN & ROBINSON, P.A.


S. Nelson Weston, Jr.
Charles J. Webb
P.O. Drawer 7788
Columbia, South Carolina 29202
(803) 771-4400
ATTORNEYS FOR THE PLAINTIFF

July 17, 2014

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

First Citizens Bank and Trust Company, Inc.,

Plaintiff,

v.

Linda P. Faulkner and First Citizens Bank and
Trust Company, Inc.,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO.: 2014-CP- 00954

FORECLOSURE COMPLAINT

2014 JUL 17 AM 9:52
LANCASTER, SC

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

1. First Citizens Bank and Trust Company, Inc. is a banking institution doing business in the State of South Carolina authorized to do business under the laws of the United States of America and subject to the jurisdiction of this Court.
2. Upon information and belief, Defendant Linda P. Faulkner is a resident of the County of Lancaster, State of South Carolina and subject to the jurisdiction of this Court.
3. The real property hereinafter described, which is the subject of this action, is situated and located in Lancaster County, South Carolina.
4. Heretofore, Defendant Linda P. Faulkner did on March 7, 2008, execute and deliver for value received, a Promissory Note payable to the order of Plaintiff First Citizens Bank and Trust Company, Inc. (the "Plaintiff" or "Mortgagee) in the amount of Seventy Five Thousand and 00/100 (\$75,000.00) Dollars repayable in monthly installments pursuant to the terms of the Note, a copy of said Note is attached hereto as Exhibit "A" and incorporated herein by reference (the "Note"). Subsequently, the Note was modified on December 12, 2012 by a note modification, a copy of said Modification is attached hereto as Exhibit "B".

5. On or about March 7, 2008, Defendant Linda P. Faulkner (the "Mortgagor") in order to better secure the payment of the indebtedness evidenced by said Note and according to the terms and conditions thereto, executed and delivered to Plaintiff First Citizens Bank and Trust Company, Inc., its successors and assigns, a Mortgage secured by the following-described real estate (the "Property"), to wit:

All that certain piece, parcel or lot of land containing .47 acres, more or less, lying, being and situate in the State of South Carolina, County of Lancaster, on Calvin Hall Road, containing 1.07 acres, more or less, as shown on a plat thereof prepared by Hucks and Associates, PC, dated October 10, 1996, recorded in Plat Book 96, page 191, Office of the Clerk of Court for Lancaster County, South Carolina, which plat is incorporated herein by this reference and having said metes, bounds, courses and distances as by reference to said plat will more fully appear.

This being the same property conveyed unto the Linda P. Faulkner herein by Deed of J.B. Faulkner dated August 28, 2000, recorded September 5, 2000 in Record Book 93, Page 15, Office of the Clerk of Court of Lancaster County, State of South Carolina. For further reference, see Deed recorded in Record Book I-14, Page 251, aforesaid County and State.

Portion of TMS No.: 0005-00-088.00

6. Said Mortgage constitutes a first lien on the Property and was duly filed and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina, on March 12, 2008, in Book 1888, Page 108. A copy of said Mortgage, is attached hereto as Exhibit "C" and incorporated herein by reference (the "Mortgage").

7. It was agreed in said Mortgage that, should the Mortgagor default in any of the payments as therein provided, the whole amount of the debt secured by said Mortgage shall become due and payable at the election of the Mortgagee, after notice has been given to the Mortgagor. The Mortgagor failed and refused to pay to the Plaintiff the principal and interest on the maturity date of

May 30, 2013, and have failed to make any payments since that time.

8. Said Mortgagor further agreed that in the case of foreclosure of said Mortgage, by suit or otherwise, the Mortgagee shall recover from the Mortgagors a reasonable sum as attorneys' fees, which shall be secured by the Mortgage, and included in the judgment of foreclosure.

9. Said Mortgage further provides that said Mortgagor thereby assigned, set over, and transferred to the Mortgagee, its successors and assigns, all of the rents, issues and profits of the mortgaged premises, including those past due, upon acceleration of payment of all sums secured by the Mortgage.

10. The said Mortgage further provides that the Mortgagor shall insure and keep insured against loss and damage by fire the premises covered by said Mortgage, and in the event of the failure of the said Mortgagor to insure and keep insured the said premises, the said Mortgagee, its successors or assigns, may cause the same to be insured in its own name, and reimburse itself for the premium and expenses of such insurance under the Mortgage, whereupon the entire debt secured by the said Mortgage shall become due and payable, if the Mortgagee, or its successors or assigns, shall so elect.

11. The said Mortgage further provided that the Mortgagor shall promptly pay all taxes assessed and chargeable against said property, and in default thereof, that the said Mortgagee, its successors or assigns, may pay the same and reimburse itself under the said Mortgage, whereupon the entire debt secured by said Mortgage shall become immediately due and payable, if the Mortgagee or its successors or assigns, shall so elect.

12. The aforesaid Note and Mortgage are now in default. The Plaintiff has made demand on the Defendants, for payment of the aforesaid Note and Mortgage; however, the demands of the

Plaintiff have been ignored by the Mortgagor, and, by reason of failure of the Mortgagor to pay the principal and interest on the maturity date of May 30, 2013, the Plaintiff has elected and does hereby elect that the entire indebtedness evidenced by the Note and secured by said Mortgage is immediately due and payable.

13. Since it has become and is necessary for the Plaintiff to employ legal counsel to prosecute this action, a reasonable fee for the services of the Plaintiff's counsel should, according to the terms of said Note and Mortgage, be added to the amount of the Mortgage debt. Said reasonable fee should take into consideration the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, and preparing the pleadings; the time anticipated to be performed in preparing for and attending hearings and until final adjudication of the within action, under the terms of the Note and Mortgage; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the potential beneficial results obtained for the Plaintiff. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and do not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.

14. The Plaintiff is informed and believes that it is entitled to judgment and foreclosure of said Mortgage, together with reasonable attorneys' fees and the costs of this action.

15. The payments due on said Note and Mortgage are in default due to failure to pay the payments due, and all subsequent payments; the conditions of said Note and Mortgage have been broken and the Plaintiff elects to and does declare the entire balance of said indebtedness due and payable, and that there is due on said Note and Mortgage as of December 3, 2013 of Seventy Six

Thousand One Hundred Fifty Nine and 76/100 (\$76,159.76) Dollars, and for the costs and disbursements of this action, including a reasonable attorneys' fee.

16. If the Plaintiff pays any utility charges, which constitute or could constitute a lien on the premises, Plaintiff's payments should be added to the amount of any judgment rendered on its behalf.

17. That this foreclosure involves a Mortgage that is not owned, securitized or guaranteed by Fannie Mae or Freddie Mac nor is the Plaintiff, as the servicer of the Note and Mortgage, participating in the Home Affordable Modification Program.

18. The Plaintiff demands a personal or deficiency judgment against Defendant Linda P. Faulkner.

19. That Defendant First Citizens Bank and Trust Company, Inc. may or may claim an interest in the subject property by way of a pending foreclosure action, Case No. 2014-CP-46-00560.

20. Upon foreclosure and sale of the property hereinabove described, in order that the purchaser at said sale may duly acquire peaceful possession of the property, the Court is respectfully requested to include in its Decree of Foreclosure and Sale the following proviso, to wit:

After the sale of the premises, and as soon as the sale by the Master-in-Equity is complete, the Mortgagor, or person(s) in possession, shall, within twenty (20) days of the date of sale, move from the premises, and give up the premises, without damage or vandalism. Upon failure of any Mortgagor or person(s) to vacate premises within twenty (20) days of the date of sale by the Court, the Sheriff is authorized, empowered and directed to enter upon the premises and forcibly eject the parties therefrom, unless prior to such date, the Mortgagor or person(s) in possession has obtained from the Court an Order extending the time which said Mortgagor or person(s) shall have to vacate said premises. The Sheriff (or his deputies) is also authorized to remove from the premises any furniture or other possessions of the Mortgagor or person(s) in possession, and any interference with the activities

of the Sheriff will be upon penalty of contempt of Court.

WHEREFORE, the Plaintiff prays judgment:

A. That the amount due upon the said Note and Mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorneys' fees and costs of this action; and

B. That the said Plaintiff's Mortgage be declared a valid first lien on the subject Property and that the said Plaintiff be allowed to have judgment of foreclosure for the amount so found to be due and owing to Plaintiff, together with any taxes or insurance premiums which may be due, or utility charges paid by Plaintiff, with a reasonable sum as attorneys' fees and costs of this action; and

C. That the mortgaged Property be sold under the direction of this Court, subsequent to the first mortgage holder, the equity of redemption be barred, and the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and sale including reasonable attorneys' fees;

Second, to the payment and discharge of the amount due on the Plaintiff's Mortgage as determined by this Court;

Third, the surplus, if any, to be distributed according to law in such manner as may be determined by this Honorable Court; and

D. That the Plaintiff demands a deficiency judgment against Defendant Linda P. Faulkner and 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; and

E. For such other and further relief as may be just and proper.

CJ Webb

S. Nelson Weston, Jr.
Charles J. Webb
RICHARDSON, PLOWDEN & ROBINSON, P.A.
1900 Barnwell Street
Post Office Drawer 7788
Columbia, South Carolina 29202
Telephone: (803) 771-4400
ATTORNEYS FOR THE PLAINTIFF

July 15, 2014
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

First Citizens Bank and Trust Company, Inc.,

Plaintiff,

v.

Linda P. Faulkner and First Citizens Bank and Trust Company, Inc.,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO.: 2014-CP- 00954

CERTIFICATE OF EXEMPTION/

WITHDRAWAL FROM ARBITRATION

(Collection)
(Non-Jury)

I CERTIFY THAT THIS ACTION IS EXEMPT FROM ADR BECAUSE:

_____ this is a special proceeding or action seeking extraordinary relief such as mandamus, habeas corpus or prohibition

_____ this action is appellate in nature

_____ this is a post conviction relief matter

_____ this is a contempt of court proceeding

_____ this is a forfeiture proceeding brought by the State

X this is a case involving a mortgage foreclosure; or

_____ the parties submitted the case to a voluntary mediation with a certified mediator prior to the filing of this civil action

FILED
2014 JUL 17 AM 11:29
LANCASTER, SC

CEJ Webb

S. Nelson Weston, Jr.
Charles J. Webb
RICHARDSON, PLOWDEN & ROBINSON, P.A.
1900 Barnwell Street
Columbia, South Carolina 29202
Telephone: [803] 771-4400
ATTORNEYS FOR THE PLAINTIFF

July 15, 2014

NOTICE REQUIRED BY THE
FAIR DEBT COLLECTION
PRACTICES ACT, (THE ACT),
15 U.S.C. SECTION 1601 AS AMENDED

1. The amount of the debt is \$76,159.76 as of December 3, 2013.
2. The Creditor is First Citizens Bank and Trust Company, Inc.
3. The debt described in the document attached hereto will be assumed to be valid by the Creditor's law firm unless you, the debtor, within thirty (30) days after the receipt of this notice, dispute the validity of the debt or some portion thereof.
4. If you, the debtor, notify the Creditor in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor will obtain a verification of the debt and a copy of the verification will be mailed to you, the debtor, by the Creditor.
5. If the Creditor named in the attached letter is not the original Creditor, and if you make a written request to the Creditor within the thirty (30) days from the receipt of this notice, the name and address of the original Creditor will be mailed to you by the Creditor.
6. Written requests should be addressed to S. Nelson Weston, Jr., at Richardson, Plowden & Robinson, P.A., Post Office Drawer 7788, Columbia, South Carolina 29202.
7. This notice should not be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days. However, if you request either verification of the debt and/or the name of the original creditor, in writing, collection efforts will be suspended until the requested information is mailed to you.
8. This notice is an attempt to collect a debt and information obtained will be used for that purpose.

Exhibit D

<p>STATE OF SOUTH CAROLINA</p> <p>COUNTY OF LANCASTER</p> <p>First Citizens Bank and Trust Company, Inc.,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>Linda P. Faulkner and James E. Faulkner,</p> <p style="text-align: right;">Defendants.</p>	<p>IN THE COURT OF COMMON PLEAS</p> <p style="text-align: center;">C.A. No.: 2014-CP-29-560 2014-LP-29-168</p> <p style="text-align: center;">CONSENT STIPULATION OF DISMISSAL AND CANCELLATION OF LIS PENDENS</p>
--	---

Now comes the undersigned counsel, Charles J. Webb, attorney for the Plaintiff, and John Martin Foster, Esquire, attorney for the Defendants, pursuant to Rule 41(c) of the South Carolina Rules of Civil Procedure do hereby dismiss Plaintiff's Complaint and Defendants' Answer and Counter-claim in the above referenced case number 2014-CP-29-560 without prejudice, and do hereby release and discharge the property and parties described in the above referenced Lis Pendens, recorded in case number 2014-CP-29-168, from the claims stated in those documents. Plaintiff and Defendants do hereby authorize and direct the Lancaster County Clerk of Court to cancel the aforementioned Lis Pendens of record and dismiss the case without prejudice.

WE CONSENT:

Charles J. Webb

Charles J. Webb
RICHARDSON, PLOWDEN &
ROBINSON, P.A.
Post Office Drawer 7788
Columbia, South Carolina 29202
Attorney for Plaintiff

John Martin Foster

John Martin Foster
PO Box 106
Rock Hill, SC 29731-6106
Attorney for Defendants


FILED
 OFFICE OF CLERK
 OF COURT
 2015 MAR 19 AM 11:12
 CLERK OF COURT
 LANCASTER, SC

Exhibit E

STATE OF SOUTH CAROLINA COUNTY OF LANCASTER First Citizens Bank and Trust Company, Inc., Plaintiff, v. Linda P. Faulkner, Defendant.	IN THE COURT OF COMMON PLEAS C.A. No.: 2014-CP-29-00954 CONSENT STIPULATION OF DISMISSAL WITHOUT PREJUDICE AND CANCELLATION OF LIS PENDENS
---	--

Now comes the undersigned counsel, Charles J. Webb, attorney for the Plaintiff, and John Martin Foster, Esquire, attorney for the Defendants, pursuant to Rule 41(c) of the South Carolina Rules of Civil Procedure do hereby dismiss Plaintiff's Complaint and Defendants' Answer and Counter-claim in the above referenced case number 2014-CP-29-00954 without prejudice, and do hereby release and discharge the property and parties described in the above referenced Lis Pendens, recorded in case number 2014-CP-29-00954, from the claims stated in those documents. Plaintiff and Defendants do hereby authorize and direct the Lancaster County Clerk of Court to cancel the aforementioned Lis Pendens of record and dismiss the case without prejudice.

WE CONSENT:



Charles J. Webb
RICHARDSON, PLOWDEN &
ROBINSON, P.A.
Post Office Drawer 7788
Columbia, South Carolina 29202
Attorney for Plaintiff

John Martin Foster
PO Box 106
Rock Hill, SC 29731-6106
Attorney for Defendant

FILED
OFFICE OF CLERK
OF COURT
2016 OCT 31 AM 11:32
CLERK OF COURT
LANCASTER, SC

Exhibit F

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

STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF CHESTER
2017-CP-29-872

First Citizens Bank and Trust Company

Vs.

Linda Faulkner, Founders FCU, CACH, LLC.

Chester, South Carolina

September 25, 2018

Before the Honorable Brian M. Gibbons

APPEARANCES

For the Plaintiff: J. Kershaw Spong

For the Defendants: John Martin Foster

Reported by: Michael C. Watkins

Official Court Reporter

1 for compulsory the question becomes are these defenses
2 legal. Well, on waiver we have cited several South Carolina
3 cases, some of them are the controlling cases in this
4 country according to American Jurisprudence, that basically
5 say waiver is a mixed question of law and fact, yet the
6 question of fact is for the trier of fact. It is for the
7 jury if the jury is raised. On that basis we are saying
8 waiver, or implied waiver, is a question that we have the
9 right to a jury trial on. I can dance around that issue but
10 that's basically what we understand the precedent to
11 indicate and what we believe to be the case hear. On the
12 truth and lending claim, and I possibly went outside the
13 nature of this argument because counsel has ably raised the
14 question of the fact that we have raised it after one year
15 and as a set-off, we have cited the federal statute allowing
16 us to do this. We're talking here about a statutory damage
17 and the interpretation of the statute. I can't conceive how
18 anything could be for more of a legal issue than this. We
19 have cited a case out of the Georgia Court of Appeals which
20 said that a truth in lending claim is a compulsory
21 counterclaim, once again backing up our claim. Beyond this,
22 Your Honor, assuming that the bad faith matter can be
23 debated at this point, I would return briefly to the
24 question of waiver. We have alleged that from 2011 to 2016
25 and after the note came due the bank continued to draft and

1 receive payments from my client. This point was brought up
2 before this Court in a previous action to foreclose this
3 matter, we have cited the case number here. In that case I
4 was the attorney. In that case we also raised the issue of
5 waiver and pled the fact that they had continued to take
6 payments. That case was dropped. There was an attempt to
7 return the money. I will freely admit that money sits and
8 the check uncashed in my bank -- in my case file. That
9 would raise the question I suppose if we're going to get off
10 on that angle of whether one can un-waive a matter. We
11 maintain this course of behavior, taking the money and then
12 dropping an earlier case, certainly shows the basis for a
13 colorable claim of waiver, not of the debt, we're not
14 disputing that but of the right to foreclose in this
15 instance. And as a matter of fact it raises a legal
16 question both under the doctrines of waiver and under the
17 doctrine of bad faith.

18 THE COURT: Is the issue of a jury trial still before
19 the Court, was that part of your motion as well?

20 MR. FOSTER: That is my understanding the basis of the
21 motion. We're basically saying that the Court struck,
22 indeed that is exactly what the Court did do, it issued an
23 order striking the jury demand. Now, let me go on, sir, if
24 I'm not interrupting or --

25 THE COURT: Yes, sir, go ahead.

1 MR. FOSTER: Wachovia Bank goes on to discuss what the
2 Court should do in this instance. It can try everything
3 together, it can separate the issues. We literally have no
4 position on what the Court wishes to do in that case. I
5 would point out that if we succeed on waiver that directly
6 affects the relief which the plaintiff seeks, therefore it
7 would seem to me logically that that question is prior to
8 any matter of foreclosure. But how this Court wishes to
9 structure this case, assuming it takes my arguments to be
10 what they are, is something we leave completely to this
11 Court. As I say, we've cited the language from Wachovia
12 where this is set out. Beyond that, sir, we have handed up
13 the cases that we've discussed in the brief. I have nothing
14 further at this point unless the Court I'll immediately
15 raise the question for, and I'm happy to turn things over to
16 Mr. Spong.

17 THE COURT: All right. Thank you, Mr. Foster. Yes,
18 sir?

19 MR. SPONG: Good morning, Your Honor, thank you for
20 accommodating us over here. My name is Kerk Spong from
21 Columbia. I'm with Robinson Gray, formerly known as Sowell,
22 Gray and Robinson, formerly know as Robinson, McFadden and
23 Morris, such is the state of practicing law now a days. I'm
24 happy to be here and glad to see my good friend, Martin
25 Foster. You know, I listened to Mr. Foster talk about some

1 of the history of the case, which is really not in evidence,
2 Judge, and I just sort of just say that no good deed goes
3 unpunished. We have been trying to work with the Faulkners
4 for some time when we filed this foreclosure action. Of
5 course, we entertained and considered loan modifications
6 through that process, and unfortunately given their
7 financial situation it's just not something that the bank
8 could do so we're back here at foreclosure. Mr. Foster
9 raises, I think, some interesting issues, however we're in
10 agreement, I believe, Judge, the Wachovia Blackburn case,
11 which you've got to look at, that's what's going to decide
12 what's here. I think the reference is proper. There's no
13 right to a jury trial in an equity action and a foreclosure,
14 the Court was proper to strike that and it was proper to
15 refer it to Mr. Tindal over in Lancaster. And, of course,
16 Judge, you referred that, I think, back in the first part of
17 the year, you know, and now we're here and getting close to
18 October and I'm still trying to move the case forward. So
19 Judge, Mr. Foster's arguments dealing with waiver and
20 implied waiver, these are defenses that he's raised. A
21 defense to a foreclosure action doesn't create a legal basis
22 for a jury trial, and so those cases -- the waiver is an
23 equitable remedy. I was just looking through this South
24 Carolina Equity Action book, glad to hand it up to the
25 Court, but it talks about waiver. Waiver is an equitable