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**THE STATE OF SOUTH CAROLINA
in The Court of Appeals**

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S.C. SUPREME COURT

**APPEAL FROM RICHLAND COUNTY
In the Family Court**

George M. McFaddin, Jr., Family Court Judge

Civil Action No. 2014-DR-40-3574

Ivery M. Chestnut, ... Appellant,

v.

Mashell Chestnut, ... Respondent.

RECORD ON APPEAL

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Attorney for Appellant

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STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Ivery M. Chestnut,

Plaintiff,

-vs-

Mashell Chestnut,

Defendant.

IN THE FAMILY COURT
FIFTH JUDICIAL CIRCUIT

Docket No.: 2014-DR-40-3574

FINAL ORDER OF DIVORCE

FILED
2016 MAR 14 PM 4:12
RICHLAND COUNTY
FAMILY COURT

Hearing Date: January 11, 2016
Presiding Judge: George M. McFadden, Jr.
Plaintiff's Attorney: Hemphill P. Pride II
Defendant's Attorney: Daniel K. Felker
Court Reporter: Thelma Salters

This matter came before the court for final adjudication on January 11, 2016 based on a Summons and Complaint that was filed by the Plaintiff on September 10, 2014, an Answer and Counterclaim served by the Defendant on October 6, 2014 and a Reply by the Plaintiff on October 22, 2014. The parties have conducted discovery and mediated the case and now present to the Court for final determination the issues of divorce, equitable apportionment, spousal support and attorney's fees. Present at the call of the case was the Plaintiff and his attorney, Hemphill P. Pride II. The Defendant was also present with her attorney, Daniel K. Felker, Esquire.

Prior to proceeding the Court inquired as to the Plaintiff's bankruptcy proceedings and was informed that the parties had consented to and obtained an order from the Bankruptcy Court for relief from the automatic stay as it relates to the issues before the Family Court.

The Court reviewed the current financial declarations and the pleadings, heard the testimony of the parties and a corroborating witness, reviewed the exhibits admitted into evidence and heard the arguments of counsel. Based on the same, I make the following:

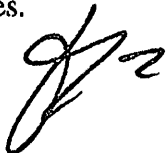
FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The parties are husband and wife, having been married on August 7, 2005, in Richland



County, State of South Carolina.

2. This Court has jurisdiction over the subject matter; personal jurisdiction over the parties hereto; and, venue is proper in the Family Court for Richland County.
3. Of the marriage of the parties, no children have been born and none are expected.
4. The parties separated on June 30, 2013 and have lived separate and apart without marital cohabitation since that time, which is more than a year.
5. The parties were questioned regarding any possibility of reconciliation and I find that reconciliation is not possible.
6. The Plaintiff has established by his testimony, and that of the corroborating witness, his entitlement to a divorce *a vincula matrimonii* based upon one year's continuous separation.
7. After weighing the factors for awarding alimony as found in S.C. Code Ann. §30-3-130, it is reasonable that the Plaintiff provide permanent periodic alimony to the Defendant in the amount of \$750.00 per month directly to the Defendant, which shall be deductible to the Plaintiff and taxable to the Defendant. This payment shall be made on the 1st of every month and shall begin on March 1, 2016. Should the Plaintiff ever be more than five (5) days late with the payment of spousal support, the Defendant or the Defendant's attorney may file an affidavit with the Court and all future payments shall be paid through the Clerk of Court for Richland County together with the applicable 5% court fees. Analysis of the relevant factors based on the testimony presented is as follows:
 - a. The Plaintiff (age 49) and the Defendant (age 48) have been married since 2005, a period of ten years, but testimony also revealed that they combined their families (a total of 6 children) for residence and financial purposes as early as 2002.
 - b. The Plaintiff's Financial Declaration indicates his income is \$8,961.00 per month. The Defendant's Financial Declaration indicates her income is \$1,580.00 per month, which includes \$250.00 in temporary spousal support. The Defendant's testimony was that she has been unsuccessful in procuring full-time employment, yet even doubling her current income would leave still a great disparity in income between the parties.
 - c. The Plaintiff is now retired from the U.S. Army receiving retirement pay and is also employed full time with the U. S. Department of Defense. The Defendant continues to be employed as a part-time bus driver as she has been for most of the marriage. The testimony revealed that the Defendant's part-time jobs were flexible and for the convenience of both parties and their child care needs as opposed to the Plaintiff's work schedule which included extended military deployment at times.



- d. During their marriage the parties enjoyed a comfortable standard of living based primarily on Plaintiff's income. While Plaintiff's income has increased, the Defendant's has remained essentially the same and does not afford her the same standard to which they were accustomed as her expenses to maintain a separate household take on a greater proportion of her income.
 - e. Another relevant factor revealed in testimony was that from the earliest days of the marriage, Defendant desired to seek full-time employment to contribute more to household income but was discouraged from taking more lucrative jobs by the Plaintiff because of the domestic homemaking, child care, family education, and transportation needs. This was particularly evident in the testimony about the needs of the Plaintiff's now 23 year-old special needs child who remains in his household.
8. Based on the testimony there appears to be no marital debts to be divided between the parties.
9. The parties stipulated that the value of the real and personal property is as indicated on the Plaintiff's bankruptcy schedules which were introduced into evidence. The home is valued at \$149,100.00 with an outstanding mortgage of \$97,774.00, with then a net equity of \$51,326.00. The personal household property is valued at \$5,600.00.
10. Based on the testimony it is apparent that since the parties combined their households that there has been the co-mingling of personal property. This particularly takes into account the destruction, disposal and replacement of household items following the burning of their house in 2005. This Court determines that all the personal household property is marital property. Defendant is entitled to 50% of its value in an amount of \$2,800.00.
11. The Defendant claims an interest in the residence located at 200 Stafford Rd., Columbia, SC 29223, which the Plaintiff disputes. The undisputed facts are that the Plaintiff purchased the property on March 10, 2004, which was 17 months prior to the marriage and the property is titled and financed in his name alone. Defendant does not claim to have contributed to any improvements to the property or made any direct payments on the mortgage. The question then becomes whether the Defendant intended that the property be transmuted to marital property. The relevant testimony is as follows:
- a. The parties began searching for a house soon after they moved in together and became a combined household of 8 people in a rental house with only 3 bedrooms. They became engaged to marry on February 14, 2003.



- b. The parties took a year to find the right house for their family and both of them were instrumental in making the choice.
 - c. The purchase was financed using Plaintiff's VA eligibility, which required the title to be in Plaintiff's name since they were unmarried.
 - d. When the house burned in March 2005, and rebuilt the month before the parties' actual marriage, the Defendant was instrumental in reworking the floor plan to add a bedroom and other changes to convenience the combined family.
 - e. Defendant used her part-time income to purchase gas for her car, groceries and other necessary items for the household, and contributed the remainder to the Plaintiff for the payment of household bills which would have included the mortgage.
 - f. The Defendant testified, and the Plaintiff admitted on cross-examination, that during their marriage they referred to it as "our home." The Defendant testified that only after the commencement of the marital discord did the Plaintiff begin to insist that 'she came into the marriage and would leave with nothing.' On the night of their separation the Plaintiff initially refused to allow the Defendant to pack her clothes in the luggage purchased for their honeymoon or use any one of the 3 household automobiles to leave, stating that it all belonged to him.
12. I find that the Defendant has established by a preponderance of the evidence that the Plaintiff intended for the home to be marital property and is entitled to 50% of the equity in an amount of \$25,663.00.
13. I find, that weighing the factors in Glasscock v. Glasscock, 304 S.C. 158, 403 S.E.2d 313 (1991) as to the award of attorney's fees that the Plaintiff should pay towards the Defendant's attorney's fees and costs in this matter the amount of Six Thousand Five Hundred Nineteen and 64/100ths (\$6,519.64) Dollars with a credit for the \$1,500.00 awarded in the temporary order for a final amount of Five Thousand Nineteen and 64/100ths (\$5,019.64) Dollars. This amount is payable within 180 days of the date of this order. Payment to be made directly to Daniel K. Felker, Esquire, and should be mailed to

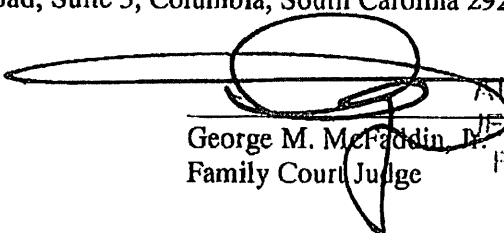


his attention at HUCKS & FELKER, LLC, 9610 Two Notch Road, Suite 5, Columbia, South Carolina 29223.

NOW THEREFORE IT IS ORDERED THAT:

- a. The Plaintiff is granted a divorce from the Defendant *a vincula matrimonii* based upon one year's continuous separation.
- b. Plaintiff shall pay permanent periodic alimony to the Defendant in the amount of \$750.00 per month directly to the Defendant, which shall be deductible to the Plaintiff and taxable to the Defendant. This payment shall be made on the 1st of every month and shall begin on March 1, 2016. Should the Plaintiff ever be more than five (5) days late with the payment of spousal support, the Defendant or the Defendant's attorney may file an affidavit with the Court and all future payments shall be paid through the Clerk of Court for Richland County together with the applicable 5% court fees.
- c. Defendant is awarded 50% of the value of the personal household property in an amount of \$2,800.00. Plaintiff is ordered to pay \$2,800.00 directly to Defendant within 90 days of the date of this order.
- d. Parties shall be responsible for all debts in their own name and hold each other harmless therefor.
- e. Defendant is awarded a 50% interest in the equity in marital home in an amount of \$25,663.00. Plaintiff is ordered to pay \$25,663.00 directly to Defendant within 180 days of the date of this order.
- f. Plaintiff shall pay Five Thousand Nineteen and 64/100ths (\$5,019.64) Dollars toward Defendant's attorney's fees and costs. This amount is payable within 180 days of the date of this order. Payment to be made directly to Daniel K. Felker, Esquire, and should be mailed to his attention at HUCKS & FELKER, LLC, 9610 Two Notch Road, Suite 5, Columbia, South Carolina 29223.

IT IS SO ORDERED.


George M. McFaddin, Jr.
Family Court Judge

ATTEST: A TRUE COPY
JEANETTE W. MCBRIDE
RICHLAND COUNTY
CLERK OF COURT

By: Bobra C. Wright / 3-18-16 AB
DEPUTY CLERK FAMILY COURT

This _____ day of _____, 2016.

_____, South Carolina.

STATE OF SOUTH CAROLINA	)	IN THE FAMILY COURT OF
	)	THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	DOCKET NO: 2014 DR-40-3574
	)	
Ivery Chestnut	)	
	)	
Plaintiff,	)	
	)	
vs.	)	RECONSIDERATION ORDER
	)	
Mashell Chestnut,	)	
	)	
Defendant.	)	
	)	

2016 JUN 27 PM 9:27

DATE OF HEARING: No Date
PRESIDING JUDGE: George M. McFaddin, Jr.
PLAINTIFF'S TRIAL ATTORNEY: Hemphill P. Pride, II
PLAINTIFF'S ATTORNEY RE MOTION: Gregory Forman
DEFENDANT'S ATTORNEY RE TRIAL AND MOTION: Daniel K. Felker
COURT REPORTER AT TRIAL: Thelma Salters
COURT REPORTER RE MOTION: None

In this matter a trial was held on January 11, 2016. At trial, Hemphill P. Pride, II, represented Plaintiff; Daniel K. Felker represented Defendant. Up and until, or perhaps until shortly after the temporary hearing, Thomas G. Eppink represented Plaintiff. Plaintiff, through most able counsel, Mr. Forman, timely filed and served his motion to "reconsider" this court's rulings, or some of them, from the divorce hearing. I have chosen, as the court is allowed to do, to address the motion without holding a hearing. I will address the several components of the motion as follows:

ALIMONY: Plaintiff moves to have the alimony obligation reduced.

This court considered the alimony factors presented at trial. No single factor controls. I realize this marriage lasted only eight to ten years, perhaps slightly longer. I

[Handwritten signature]
17

am not aware of a "bright line" that controls as to the number of years one must be in a marriage to be deemed worthy of an alimony award. I considered the contributions of Defendant giving due consideration to her efforts to help raise a family to include the children of both parties. Defendant did have a history of less than full-time work while married and this is not surprising considering her child-care role and housewife related role. And, while not the sole factor, I considered Plaintiff's income and Defendant's income along with the other factors presented. That Defendant now works full-time in Atlanta does not change my feelings about the alimony I awarded from the hearing. Perhaps Plaintiff will seek a modification hearing based upon that development. Thusly, I respectfully decline to modify the alimony award.

DIVISION OF HOUSEHOLD FURNISHINGS: Plaintiff asserts the household furnishings are non-marital.

I disagree. There was a fire before the marriage that caused the purchase or replacement of some or all of the furnishing and therefore those items are marital in character. I recall no testimony as to what furnishings specifically were bought after the fire and before the marriage that can be easily culled from marital property. I recall no evidence tracing each item into the marriage and whether or not that item was destroyed or replaced later. I respectfully decline to modify the household furnishings ruling.

BACK TAXES OWED: Plaintiff avers that this court did not address this issue in the decree.

This court agrees that the decree does not address this debt arising from unpaid taxes during the marriage. Considering the 50% division of the property, I find that

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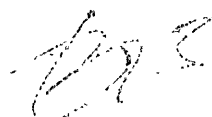
this debt should be and shall paid by Plaintiff; however, to equalize this burden I find that Defendant's equitable division award shall be reduced by 50% of the total unpaid tax debt, such debt being the total tax debt due as of the date of trial. In this regard, I ask that Mr. Forman prepare an order to this effect amending that portion of the decree.

MARITAL HOME EQUITY: Plaintiff asserts this court should not have awarded Defendant 50% of the equity in the marital home. Plaintiff, to be sure, does not, in his motion, argue that the house was non-marital property. Plaintiff does not think Defendant was worthy of a 50% share in the equity of the home.

I disagree respectfully. Plaintiff did buy the house more than a year before the marriage. They, both parties, looked for "their" house for months. Shortly before the marriage, perhaps three months, the house burned. I do not recall any evidence that addressed how much money was received from insurance, how badly the house burned, or how much of the house was rebuilt. There was evidence that once in the house, as a married couple, they lived as a married couple. I did not know the equity in the house or value of it before it burned, after it burned, or when they were married. I do know that contributions to the acquisition of property are not limited solely to financial contributions.

I respectfully decline to amend the equitable division award now, as noted above, subject to a revision or modification.

ATTORNEY'S FEES AWARD: Plaintiff requests that Defendant be required to "...contribute some of her own attorney's fees." Plaintiff, then, does not object to an



award of fees to Defendant; he objects to the amount awarded. I therefore skip past E.D.M. v. T.A.M., 307 SC 471 (1992), the case that addresses whether fees should be awarded (noting again that Plaintiff does not, in his motion, object to the awarding of fees) and look to Glasscock v. Glasscock, 304 SC 158 (1991) to address or reconsider the amount of fees awarded.

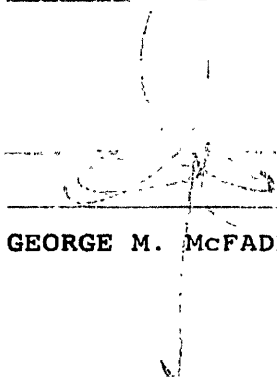
As to the nature, extent, and difficulty of the case, this case was not rife with vexing legal issues but it included issues calling for thought and preparation for trial. It was not a hard case to try, nor was it a simple "show up and try it" case. Time was necessarily required to prepare for and try the case. Plaintiff's counsel enjoys a good professional reputation. Contingency of compensation is or was an issue considering the income of Defendant. Beneficial results were obtained for Defendant. And, the fees of Defendant were customary. Plaintiff wants this court to consider that Defendant's property share award could be used to pay some or all of her legal fees. I disagree. Let us remember that before and after trial Plaintiff was able to pay his fees; before and after trial Defendant was not able to pay her fees and costs and would, unlike Defendant, have to use her property share funds to pay her fees.

I do agree with Plaintiff that the award of fees to Defendant should be modified based upon this court's ruling above wherein Defendant will and shall bear some of the consequences related to the marital tax debts. I find that the award shall be reduced by 20% (Plaintiff prevailed on one of five reconsideration issues) or \$1003.92 leaving the adjusted award at \$4015.72. I ask that Mr. Forman note this

change in the supplemental order I asked him to prepare noted above.

Based upon the foregoing, the above rulings shall be and are the rulings arising from Plaintiff's motion for reconsideration.

It is so ordered this 29th day of June 2016 at Sumter, South Carolina.



GEORGE M. McFADDIN, Jr.

U.S. DISTRICT COURT
SOUTHERN DISTRICT OF
FLORIDA
CLERK'S OFFICE

By Beth A. Hughes
DEPUTY CLERK
06-28-16

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IVERY M CHESTNUT,

Plaintiff(s),

v

MASHELL CHESTNUT,

Defendant(s).

) IN THE FAMILY COURT
) FOR THE FIFTH JUDICIAL CIRCUIT

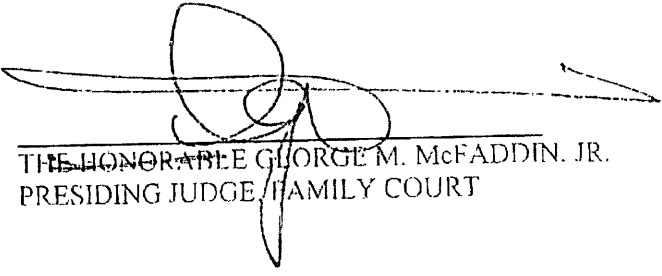
) CASE NO. 2014-DR-40-3574

) **SUPPLEMENTAL ORDER FROM**
) **PLAINTIFF'S MOTION TO**
) **RECONSIDER**

This matter came before me on the Plaintiff's motion to reconsider this court's March 14, 2016 Final Order and Decree of Divorce. This court issued a June 27, 2016 order from that motion and directed Plaintiff's attorney to prepare a supplemental order addressing issues of attorney's fees and equitable distribution that this court modified in its June 27, 2016 order. Accordingly it is hereby ordered that:

1. The \$25,663 in equitable distribution that the Plaintiff was ordered to pay the Defendant under the March 14, 2016 Final Order is reduced by \$4,997.21. The Plaintiff shall pay the Defendant \$20,665.79 within 90 days of this order.
2. The Plaintiff shall be solely responsible for the state and federal tax obligations for tax years 2013 and 2014 and shall hold the Defendant harmless for same.
3. The attorney fee award to the Defendant is reduced to \$4,015.72. The Plaintiff shall pay this to Defendant's attorney within 90 days of this order.

IT IS SO ORDERED!



THE HONORABLE GEORGE M. McFADDIN, JR.
PRESIDING JUDGE, FAMILY COURT

Sumter, South Carolina
7/16/16

RICHLAND COUNTY
FILED

STATE OF SOUTH CAROLINA

2014 SEP 10 AM 9:58

IN THE FAMILY COURT

COUNTY OF RICHLAND

JEANETTE W. MCERIDE
CC, CP, GS

FIFTH JUDICIAL CIRCUIT

Ivery M. Chestnut,

& FAMILY COURT

C.A. No.: 14-BR-40

14DR40-004

Plaintiff,

vs.

Mashell Chestnut,

Defendant.

COMPLAINT FOR DIVORCE
(One Year Continuous Separation)

Plaintiff, Ivery M. Chestnut, would respectfully show this Court the following:

1. Plaintiff is a resident of Richland County in the State of South Carolina.
2. Upon Information and belief, Defendant is a resident of Richland County in the State of South Carolina.
3. Plaintiff and Defendant last cohabitated as husband and wife in Richland County in the State of South Carolina.
4. Plaintiff is informed and believes that this court has subject matter jurisdiction over the issues and personal jurisdiction over the parties in this action.
5. Plaintiff and Defendant were married to each other on August 27, 2005 in Richland County, City of Columbia in the State of South Carolina.
6. Plaintiff and Defendant separated on or about July 1, 2013. The parties have remained living separate and apart from each other without cohabitation for more than one (1) continuous year prior to filing this action.
7. There are no minor children born during this marriage; and there are no children expected.
8. The parties have marital property subject to equitable division and have not agreed as to how the marital property shall be divided.

9. The parties have marital debt subject to equitable division and have not agreed as to how the marital debt should be divided.
10. Plaintiff believes that this marriage is forever broken and that Plaintiff is entitled to a complete and final divorce, a *vincula matrimonii*, from Defendant upon the ground of One (1) Year's Continuous Separation, pursuant to § 20-3-10(5) Of the Code of Laws of South Carolina, 1976, as amended.
11. Plaintiff believes that he is not entitled to alimony in an amount to be determined by this Court.
12. There is no collusion between the parties to obtain a divorce, and reconciliation of the parties is not possible.

Plaintiff asks that this Court grant the following relief:

- A. For an Order of divorce, a *vincula matrimonii*, upon the ground of One (1) Year's Continuous Separation, pursuant to § 20-3-10(5) Of the Code of Laws of South Carolina, 1976, as amended;**
- B. For all other just and proper relief.**

THOMAS G. EPPINK

By: 

Thomas G. Eppink
S.C. Bar No.: 64201
6632 Arcadia Woods Road
Columbia, SC 29206
Phone (803) 790-6818; Fax (888) 690-1958
ATTORNEY FOR PLAINTIFF

September 8, 2014

Columbia, South Carolina

RICHLAND COUNTY
FILED

COPY

STATE OF SOUTH CAROLINA
2014 OCT 9 AM 10:17

COUNTY OF RICHLAND
JEANETTE H. MCGRIDE
CC, CP, GS

Ivery M. Chestnut, & FAMILY COURT

Plaintiff,

-vs-

Mashell Chestnut,

Defendant.

IN THE FAMILY COURT
FIFTH JUDICIAL CIRCUIT

Docket No.: 2014-DR-40-3574

ANSWER AND COUNTERCLAIM

The Defendant, by way of Answer to the Complaint and by way of Counterclaim alleges:

FOR A FIRST DEFENSE

1. Each and every allegation of the Complaint is denied except as is hereinafter expressly admitted or qualified or explained, and strict proof is demanded thereof.

FOR A SECOND DEFENSE

2. The Defendant realleges the allegations set forth in paragraph 1 above as if repeated herein verbatim.
3. The allegations set forth in paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 are admitted.

FOR A THIRD DEFENSE

AND A COUNTERCLAIM

4. The Defendant realleges the allegations set forth in paragraphs 1 through 3 above as if repeated herein verbatim.
5. Both she and the Plaintiff are citizens and residents of the County of Richland, State of South Carolina, and have been for more than three (3) months to the commencement of this action.
6. The parties are husband and wife, having last lived together in Richland County, South

Carolina, thus venue is proper in Richland County.

7. This court has subject matter jurisdiction over this action.
8. That the parties separated on or about June 30, 2013, and have lived separate and apart since that time.
9. That no children were born of this marriage and none are expected.
10. That although no children were born of and between the parties, the Plaintiff had custody of his three school-aged children from a previous relationship. That the children's biological mother was not involved in their lives, and that the parties agreed that it was in the best interests of the children for the Defendant to become a stay-at-home mother for the children.
11. That the parties resided together for a period greater than thirteen (13) years. That during that period, the Defendant provided for the emotional and physical needs of the Plaintiff's biological children, treating them as her own.
12. That during the marriage of the parties the Plaintiff has exhibited a pattern of alcohol abuse, habitually drinking to the point of intoxication. That when the Plaintiff is intoxicated, he is verbally and physically abusive to the Defendant and the minor children, sometimes lashing out at them with verbal and physical assaults.
13. That the Plaintiff's habitual drunkenness of alcohol has led to the breakup of the marriage.
14. That the Defendant is informed and believes that she is entitled to a divorce, *a vinculo matrimonii*, based on the Plaintiff's habitual drunkenness pursuant to S.C. Code Ann. §20-3-10 (4).
15. The Defendant is informed and believes that this Court can award her an Order of Separate Support and Maintenance from the Plaintiff pursuant to S.C. Code Ann. §20-7-420(2)

pending the award of the divorce.

16. That the Defendant is 47 years old, is in good health, and has worked as a stay-at-home mother for the Plaintiff's biological children for the past thirteen years.
17. That the Plaintiff is 47 years old, is in generally good health, is employed with the United States Army, and is fully capable of supporting himself.
18. The Defendant is in need of support, and Plaintiff is capable of earning a high level of income and is financially able to pay a reasonable amount, weekly or monthly, for the support and maintenance of Defendant to maintain the lifestyle to which she has become accustomed during the parties' marriage *pendente lite* and permanently.
19. The Defendant is unable to earn sufficient money to support the lifestyle to which she has become accustomed during the parties' marriage.
20. The Defendant is informed, and believes that she is entitled to support, support and maintenance, alimony, lump sum alimony, reimbursement alimony, rehabilitative alimony and alimony in any and all other forms, including, and not limited to, health care, *pendente lite* and permanently.
21. The Defendant is informed and believes that the Plaintiff should be barred of any alimony or support as against the Defendant, *pendente lite* and permanently.
22. The Defendant is informed and believes that the Plaintiff should be required to keep in force and effect a policy of insurance on the life of the Plaintiff, naming the Defendant as beneficiary, in order to secure the payment of support, *pendente lite* and permanently.
23. During the course of the marriage of the parties, certain personal property has been acquired, and both parties have contributed to the accumulation and appreciation of the marital estate.

24. The Defendant is informed and believes that she is entitled to have this Court effect a division and distribution of the marital estate and marital debt, taking the Plaintiff's marital fault into account, *pendente lite* and permanently.
25. The Defendant is informed and believes that the Plaintiff should be required to provide a full accounting of the funds he has wasted and repay to the marital estate the funds and assets depleted by his abuse of alcohol over the course of their marriage.
26. The Defendant is informed and believes that the Plaintiff should be required to pay a proportionate share of outstanding obligations and debts incurred by the parties during their marriage, *pendente lite* and permanently.
27. The Defendant is in need of and desires the exclusive use and possession of the marital residence, together with a substantial majority of the personal property located therein, *pendente lite* and permanently, the same being necessary for the maintenance and support of the Defendant.
28. The Defendant is informed and believes that she is entitled to the exclusive use and possession of the vehicle, that she is currently driving and that she should be required to be responsible for the maintenance, taxes and insurance on said vehicle, *pendente lite* and permanently.
29. The Defendant is informed and believes that the Plaintiff should be entitled to the exclusive use and possession of the vehicle he is currently driving and that he should be required to be responsible for the maintenance, taxes and insurance on said vehicle, *pendente lite* and permanently.
30. Due to the conduct of the Plaintiff and the institution of this action, the Defendant is informed and believes that she is entitled to an award of attorney's fees, costs, private

investigator's costs and suit money, *pendente lite* and permanently.

31. The Defendant is informed and believes that she is entitled to full and complete discovery, including deposition and interrogatories, to reduce the time and expense required for trial and the parties to thereby narrow the issues and the proof thereof, and to facilitate the settlement of the case.
32. The Defendant is informed and believes that all of the Plaintiff's obligations to her, including, but not limited to, spousal support, property division, and attorney's fees, should be made specifically enforceable against the heirs and assigns of the Plaintiff and, further, that all obligations imposed upon the Plaintiff should be enforceable and charged against his estate, *pendente lite* and permanently.
33. The Defendant is informed and believes that in order to preserve the marital assets, the Plaintiff should be restrained and enjoined from injuring, damaging, destroying, selling, alienation, exchanging, trading, encumbering, collateralizing or otherwise liquidating or decreasing in value any personal or real property until a judgment is issued by this Court.
34. The Defendant is informed and believes that she is entitled to the *pendente lite* relief requested in the Complaint and requests that this Court issue its Notice of hearing requiring the Plaintiff to appear and that this Court issue a Temporary Order awarding to the Defendant the relief sought in the Complaint prior to the hearing on the merits.

WHEREFORE, the Defendant prays that:

- a. She be granted a judgment granting to her a divorce *a vinculo* matrimonii of and from the Plaintiff and in the alternative, a judgment granting her separate maintenance and support from the Plaintiff; and
- b. The Defendant be awarded support, support and maintenance, alimony, lump sum

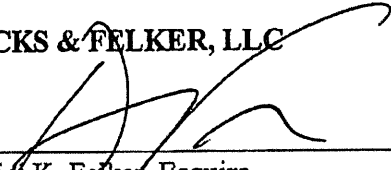
alimony, reimbursement alimony, rehabilitative alimony and alimony in any and all other forms, including, and not limited to health care, *pendente lite* and permanently; and

- c. The Plaintiff be barred of any alimony or support as against the Defendant, *pendente lite* and permanently; and
- d. The Plaintiff be required to keep in force and effect a policy of insurance on his life to secure the payment of support to the Defendant, *pendente lite* and permanently; and
- e. The Defendant be awarded the exclusive use and possession of the marital residence and a majority of the contents thereof for the support of the Defendant, both *pendente lite* and permanently;
- f. The Plaintiff be required to pay a proportionate share of outstanding obligations and debts, and that he be required to indemnify and hold the Defendant harmless for the same, *pendente lite* and permanently;
- g. The Plaintiff be barred of any alimony or support as against the Defendant, *pendente lite* and permanently; and
- h. The Defendant be awarded an equitable portion of the marital assets, as aforesaid, both *pendente lite* and permanently; and
- i. The parties each be awarded their respective vehicles as set forth hereinabove, *pendente lite* and permanently; and
- j. The Plaintiff be restrained from disposing of any property, mixed or personal, of the Defendant, the Plaintiff or both, *pendente lite* and permanently; and
- k. The Plaintiff's obligations to the Defendant be made specifically enforceable against

the heirs and assigns of the Plaintiff and that all obligations imposed upon the Plaintiff be enforceable and charged against his estate, *pendente lite* and permanently; and

1. The Defendant be awarded attorney's fees, costs and suit money, *pendente lite* and permanently; and
- m. The Court issue restraining orders as set forth hereinabove; and
- n. The Court issue an Order providing for discovery; and
- o. The Court grant such other further relief as it may deem just and proper.

HUCKS & FELKER, LLC



Daniel K. Felker, Esquire
HUCKS & FELKER, LLC
9610 Two Notch Road, Suite 5
Columbia, South Carolina 29223
Phone: (803) 865-6370
Fax: (803) 865-6332
ATTORNEY FOR DEFENDANT

Columbia, South Carolina
October 6, 2014

RICHLAND COUNTY
FILED
STATE OF SOUTH CAROLINA) IN THE FAMILY COURT
COUNTY OF RICHLAND) FIFTH JUDICIAL CIRCUIT
2025 OCT 21 PM 9:39

Ivery M. Chestnut,)
JEANETTE W. McBRIDE)
CC, CP, GS) Docket No.: 2014-DR-40-3574
& FAMILY COURT)

Plaintiff,)

vs.)

REPLY TO ANSWER AND COUNTERCLAIM

Mashell Chestnut,)

Defendant.)

THE PLAINTIFF, ANSWERING DEFENDANT'S ANSWER AND COUNTERCLAIM replies answers as follows:

1. Paragraph 1 requires no response.
2. Paragraph 2 requires no response.
3. Paragraph 3 requires no response.
4. Paragraph 4 requires no response.
5. Plaintiff admits the allegations contained in Paragraph 5 of Defendant's Answer and Counterclaim.
6. Plaintiff admits the allegations contained in Paragraph 6 of Defendant's Answer and Counterclaim.
7. Plaintiff admits the allegations contained in Paragraph 7 of Defendant's Answer and Counterclaim.
8. Plaintiff admits the allegations contained in Paragraph 8 of Defendant's Answer and Counterclaim.
9. Plaintiff admits the allegations contained in Paragraph 9 of Defendant's Answer and Counterclaim.

10. Plaintiff admits as much of Paragraph 10 of the allegations contained in Defendant's Answer and Counterclaim, but Plaintiff denies as much of Paragraph 10 as alleges that there was any agreement, explicit or implied, that Defendant become a "stay at home mother" for Plaintiff's children and would aver that Defendant maintained full time employment for virtually all of the approximately eight (8) years they resided together as husband and wife.
11. Plaintiff admits as much of Paragraph 11 of the allegations contained in Defendant's Answer and Counterclaim as allege Defendant provided some emotional support for the children for the approximately eight (8) years they resided together as husband and wife.
12. Plaintiff denies the allegations contained in Paragraph 12 of the Defendant's Answer and Counterclaim and would demand strict proof thereof.
13. Plaintiff denies the allegations contained in Paragraph 13 of the Defendant's Answer and Counterclaim and would demand strict proof thereof.
14. Plaintiff denies the allegations contained in Paragraph 14 of the Defendant's Answer and Counterclaim and would demand strict proof thereof.
15. Plaintiff admits as much of Paragraph 16 of the Defendant's Answer and Counterclaim as alleges the Court has the jurisdiction alleged therein, and would aver that such jurisdiction is pursuant to S.C. Code § 63-3-530, S.C. Code § 20-7-420 having been repealed.
16. Plaintiff admits as much of Paragraph 16 of the Defendant's Answer and Counterclaim as alleges Defendant is 47 years old and in good health, denies the remainder, and would aver that Defendant maintained full time employment for virtually all of the approximately eight (8) years they resided together as husband and wife.

17. Plaintiff admits the allegations contained in Paragraph 17 of Defendant's Answer and Counterclaim.
18. Plaintiff denies the allegations contained in Paragraph 18 of the Defendant's Answer and Counterclaim and would demand strict proof thereof.
19. Plaintiff denies the allegations contained in Paragraph 19 of the Defendant's Answer and Counterclaim and would demand strict proof thereof, and would aver that Defendant has no legal right to maintain any particular lifestyle.
20. Plaintiff denies the allegations contained in Paragraph 20 of the Defendant's Answer and Counterclaim and would demand strict proof thereof.
21. Plaintiff admits the allegations contained in Paragraph 21 of Defendant's Answer and Counterclaim, and would aver that Defendant should be likewise barred.
22. Plaintiff denies the allegations contained in Paragraph 22 of the Defendant's Answer and Counterclaim and would demand strict proof thereof.
23. Plaintiff admits the allegations contained in Paragraph 23 of Defendant's Answer and Counterclaim.
24. Plaintiff admits as much of Paragraph 24 of the allegations contained in Defendant's Answer and Counterclaim as alleges that the Court should effect an equitable division of the marital estate a marital, but would aver that there is no fault to be taken into account.
25. Plaintiff denies the allegations contained in Paragraph 25 of the Defendant's Answer and Counterclaim and would demand strict proof thereof.
26. See Paragraph 24.
27. Plaintiff denies the allegations contained in Paragraph 27 of the Defendant's Answer and Counterclaim and would demand strict proof thereof.

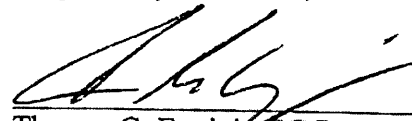
28. Plaintiff admits the allegations contained in Paragraph 28 of Defendant's Answer and Counterclaim.
29. Plaintiff admits the allegations contained in Paragraph 29 of Defendant's Answer and Counterclaim.
30. Plaintiff denies the allegations contained in Paragraph 30 of the Defendant's Answer and Counterclaim and would demand strict proof thereof.
31. Plaintiff admits the allegations contained in Paragraph 31 of Defendant's Answer and Counterclaim.
32. Plaintiff denies the allegations contained in Paragraph 32 of the Defendant's Answer and Counterclaim and would demand strict proof thereof.
33. Plaintiff admits the allegations contained in Paragraph 33 of Defendant's Answer and Counterclaim.
34. Plaintiff denies the allegations contained in Paragraph 34 of the Defendant's Answer and Counterclaim and would demand strict proof thereof.

WHEREFORE, Plaintiff prays that Defendant be denied all requested relief with the exception of:

- a. Equitable division of all marital property and debt;
- b. Possession of the two motor vehicles as they are currently situated;
- c. A permanent bar to all alimony by and for either party; and
- d. An Order for discovery.

(SIGNATURE PAGE FOLLOWS)

Respectfully submitted,



Thomas G. Eppink (SC Bar No. 64201)
6632 Arcadia Woods Rd.
Columbia, SC 29206
Tel.: (803) 790-6818
Fax: (888) 690-1958
teppink@eppinklaw.com

October 16, 2014
Columbia, South Carolina

STATE OF SOUTH CAROLINA)

COUNTY OF Richland)Ivery Chestnut)

Plaintiff,)

vs.)

Mashell Chestnut)

Defendant.)

IN THE FAMILY COURT OF THE
FIFTH JUDICIAL CIRCUITFINANCIAL DECLARATION
OF Ivery ChestnutDocket No. 2014-DR-40-3574

HUSBAND/FATHER		WIFE/MOTHER	
Address	200 Stafford Road, Columbia SC 29223	Address	
Age	48	Age	
Occupation	II Specialist	Occupation	
Employer	Department of Defense	Employer	
Employer Address	5615 Hood Street, Columbia SC 29207	Employer Address	

Gross Monthly Income	Husband/Father	Wife/Mother
Principal Earnings from Employment ¹	5560.00	
Overtime, Tips, Commission, Bonuses ²		
Pensions, Retirement, and Annuities income		
Additional Employment income	1954.00	
Social Security Benefits (SSA) and VA Benefits		
Disability and Worker's Compensation Benefits	1447.00	
Unemployment and AFDC		
Spousal or Child Support (from other marriage/relationship)		
Dividends, Interest, Trust Income, and Capital Gains		
Rental Income and Business Profits		
Other (Specify):		
TOTAL GROSS MONTHLY INCOME	8961.00	

RICHLAND COUNTY
 FILED
 2016 JAN 15 PM 12:34
 JEROME W. MCGRIDE
 J.C. & F.A. COURT

Payroll Deductions from Monthly Income	Husband/Father	Wife/Mother
Federal Income Tax ³	460.00	
State Income Tax	229.00	
Social Security and Medicare Tax (FICA)	224.00	
Self-Employment Tax		
Health and Dental Insurance (Adult)	168.00	
Health and Dental Insurance (Child)		
Union Dues		
Voluntary Retirement Contribution (401(k), 457, IRA)		
Mandatory Retirement Contribution		
Savings Plan	500.00	
Other (Specify):	1581.00	
TOTAL MONTHLY DEDUCTIONS		
NET MONTHLY INCOME ⁴	7380.00	

Estimate monthly expenses: (Specify which party is the custodial parent and list name and relationship of all members of household whose expenses are included. _____)

MONTHLY EXPENSES ⁵	Husband/Father	Wife/Mother
Residential Rent Payment		
Note or Mortgage Payment on Residence(s)	793.00	
Food and Household Supplies ⁶	400.00	
Utilities, Water, and Garbage Collection	415.00	
Telephone and Cellular Phone	220.00	
Medical, Dental and Disability Insurance Premiums (not deducted from paycheck)		
Life Insurance Premiums (not deducted from paycheck)		
Child Support (from other relationship)		
Work Related Day Care	400.00	
Spousal Support (from prior marriage)	250.00	
Auto Payment	300.00	
Auto Insurance, taxes, gasoline, and maintenance ⁷	361.00	
SUBTOTAL: 3139.00		
Real Property Tax on Residence(s)		
Maintenance for household ⁸	255.00	
Adult Clothing	100.00	
Children's Clothing ⁹		
Cable Television, Satellite, and Internet/Online Services	101.00	
Laundry and Dry Cleaning ¹⁰		
Medical and Dental Expenses (not paid by insurance)		
Prescriptions, Glasses, and Contacts (not paid by insurance)		
Children's incidental expenses ¹¹	300.00	
School lunches, supplies, field trips, and fees ¹²	400.00	
Entertainment ¹³	200.00	
Adult Incidental expenses ¹⁴	100.00	
All Installment payments ¹⁵	1642.00	
Other (Specify): College for Son	500.00	
SUBTOTAL: 3598.00		
TOTAL MONTHLY EXPENSES	6737.00	

Installment Loan Payments Section

Creditor	For	Monthly Payment	Balance	Owed by ¹⁶
Joint State Tax	Back tax 2012-2014	200.00	800.00	Ivery & Marshall Chestnut
Joint Federal Tax	Back tax 2013-2014	500.00	9100.00	Ivery & Marshall Chestnut
Home Owners Assoc. Fee	Home Owners Assoc.	50.00	200.00	Ivery Chestnut
Tithes & Offering	Angels Worship Center	600.00		Ivery Chestnut
Student Loan	Webster University	400.00	3000.00	Ivery Chestnut

Voluntary Retirement Accounts and Pension Accounts Section

Type of Account	Value

Publicly Held Stocks, Bonds, Securities, Mutual Funds Section (Non-Retirement)¹⁹

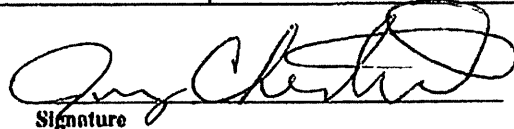
Name of Company	Number of Shares/Type of Account	Value

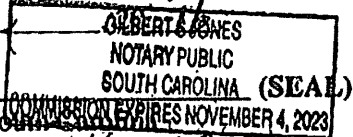
Real Estate Section²⁰

Owner	Address	Value	Mortgage Balance	Mortgage Equity

Other Property Section²¹

Owner	Description of Asset	Value	Loan Balance	Equity


 Signature

Sworn to before me this 8th day
 of August

 Notary Public for South Carolina
 My commission expires: 11/04/2023

Custodial Parent (if applicable): _____

STATE OF SOUTH CAROLINA

COUNTY OF RICHLANDIvery L. Chestnut

Plaintiff,

vs.

Mashell Chestnut

Defendant.

IN THE FAMILY COURT OF THE
FIFTH JUDICIAL CIRCUITFINANCIAL DECLARATION
OF MASHELL CHESTNUTDocket No. 2014-DR-40-3574

HUSBAND/FATHER		WIFE/MOTHER	
Address		Address	13 Gardenwood Ct., Columbia, SC 29209
Age		Age	47
Occupation		Occupation	Bus Driver
Employer		Employer	The Retreat
Employer Address		Employer Address	

Gross Monthly Income	Husband/Father	Wife/Mother
Principal Earnings from Employment ¹		1330.00
Overtime, Tips, Commission, Bonuses ²		
Pensions, Retirement, and Annuities income		
Additional Employment income		
Social Security Benefits (SSA) and VA Benefits		
Disability and Worker's Compensation Benefits		
Unemployment and AFDC		
Spousal or Child Support (from other marriage/relationship)		
Dividends, Interest, Trust Income, and Capital Gains		0
Rental Income and Business Profits		0
Other (Specify): Temp. Support from Ivery Chestnut		250.00
TOTAL GROSS MONTHLY INCOME		1580.00

RICHLAND COUNTY
FILED
2016 JAN 5 PM 12:34
JANET E. W. MOORE
CLERK OF COURT
& FAMILY COURT

Payroll Deductions from Monthly Income	Husband/Father	Wife/Mother
Federal Income Tax ³		41.00
State Income Tax		29.00
Social Security and Medicare Tax (FICA)		119.00
Self-Employment Tax		0
Health and Dental Insurance (Adult)		0
Health and Dental Insurance (Child)		0
Union Dues		0
Voluntary Retirement Contribution (401(k), 457, IRA)		0
Mandatory Retirement Contribution		124.00
Savings Plan		0
Other (Specify): SLTD/ ADM Fees		4.00
TOTAL MONTHLY DEDUCTIONS		317.00
NET MONTHLY INCOME ⁴		1483.00

Estimate monthly expenses: (Specify which party is the custodial parent and list name and relationship of all members of household whose expenses are included. _____)

MONTHLY EXPENSES ⁵	Husband/Father	Wife/Mother
Residential Rent Payment		600.00
Note or Mortgage Payment on Residence(s)		0
Food and Household Supplies ⁶		250.00
Utilities, Water, and Garbage Collection		112.00
Telephone and Cellular Phone		109.00
Medical, Dental and Disability Insurance Premiums (not deducted from paycheck)		0
Life Insurance Premiums (not deducted from paycheck)		0
Child Support (from other relationship)		0
Work Related Day Care		0
Spousal Support (from prior marriage)		0
Auto Payment		405.00
Auto Insurance, taxes, gasoline, and maintenance ⁷		0
SUBTOTAL: 1490.00		
Real Property Tax on Residence(s)		0
Maintenance for household ⁸		0
Adult Clothing		250.00
Children's Clothing ⁹		0
Cable Television, Satellite, and Internet/Online Services		0
Laundry and Dry Cleaning ¹⁰		40.00
Medical and Dental Expenses (not paid by insurance)		0
Prescriptions, Glasses, and Contacts (not paid by insurance)		0
Children's incidental expenses ¹¹		0
School lunches, supplies, field trips, and fees ¹²		0
Entertainment ¹³		100.00
Adult Incidental expenses ¹⁴		50.00
All Installment payments ¹⁵		246.00
Other (Specify):		0
SUBTOTAL: 686.00		
TOTAL MONTHLY EXPENSES		2176.00

Installment Loan Payments Section

Creditor	For	Monthly Payment	Balance	Owed by ¹⁶
Greenline Loan	Money Loan	156.00	936.00	Defendant
Northern Plains Financial	Money Loan	90.00	1,000.00	Defendant

--	--	--	--	--

Other Debts and Obligations *not* payable in monthly installments

Creditor	For	Date Payable	Balance	Owed by ¹⁶

Are you currently in Bankruptcy? ☐ YES ☒ NO

Are any obligations listed above, including mortgage and note payments, in arrears? ☒ YES ☐ NO

If yes, please list the obligations in arrears.

Rent, Electric, Loans

All Marital Property Known to Parties

Assets	Husband/Father	Wife/Mother	Joint
Cash and Money in Checking Account(s)		(-112.00)	
Money in Savings Account(s), Credit Union, Money Market, or Cert. of Dep.		0	
Value of Voluntary Retirement Account(s)		0	
Value of Pension Account		0	
Value of Publicly Held Stocks, Bonds, Securities, Mutual Funds		0	
Value of Privately Held Stocks and Other Business		0	
Value of Real Estate – Net of Mortgage Balances		0	51,326.00
Value of All Other Property ¹⁷		0	10,000.00
TOTAL ASSETS		(-112.00)	61,326.00

Any Non Marital Property Known to Parties

Description of Asset	Title Owner	Date of Acquisition	Source of Funds to Acquirer	Estimate Present market Value

If total assets are less than \$300,000.00, sign and have notarized.

If total assets are greater than \$300,000.00, itemize assets by completing additional sections below and sign and have notarized.

Financial Accounts Section¹⁸

Owner	Name of Institution	Type of Account	Balance

Voluntary Retirement Accounts and Pension Accounts Section

Type of Account	Value

Publicly Held Stocks, Bonds, Securities, Mutual Funds Section (Non-Retirement)¹⁹

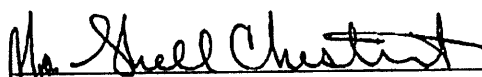
Name of Company	Number of Shares/Type of Account	Value

Real Estate Section²⁰

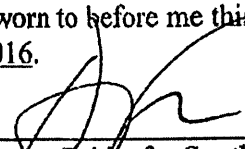
Owner	Address	Value	Mortgage Balance	Mortgage Equity

Other Property Section²¹

Owner	Description of Asset	Value	Loan Balance	Equity


 Signature

Sworn to before me this 11th of January,
2016.


 Notary Public for South Carolina

My commission expires: 6/24/25

(SEAL)

Custodial Parent (if applicable): _____

1. A recent paystub should be attached to the Financial Declaration. To compute Principal Earnings from Employment, first determine whether you are paid semi-monthly, biweekly, or weekly. If you are paid semi-monthly, multiply the gross amount of your pay check by two. If you are paid biweekly, multiply the gross amount of your pay check by 26 and then divide by 12. If you are paid weekly, multiply the amount of your paycheck by 52 and divide by twelve. Round to the nearest whole dollar.
2. To compute Overtime, Tips, Commission, and/or Bonuses, take an average of your monthly earnings from overtime, tips, commission, bonuses, etc. from the past three years or the length of employment if employed less than three years (including this year).
3. To compute State, Local, and Social Security Tax deductions, use the same formula used to compute principal earnings in endnote 1 above, or consult or have your attorney consult an accountant.
4. Net monthly Income is equal to Total Gross Monthly Income minus Total Monthly Deductions.
5. Do not include any expense in the Monthly Expenses section that has already been included in the Deductions from Gross Monthly Income on page one of the Declaration.
6. Food Expense is to include the cost of groceries, toiletries, cleaning supplies, and casual eating out.
7. Auto Expenses are to include gasoline, oil changes, tune-ups, tire replacement, maintenance, and related items.
8. Maintenance for Household is to include appliance and household repairs, landscaping, house cleaning, pest control, pool service, alarm service, and other related items.
9. Clothing Expense is to include shoes and clothing purchases, clothing repair and alterations, and related items.
10. Laundry Expense is to include the cost of laundry service, dry cleaning, and related items.
11. Children's Incidental Expenses are to include allowance, summer camp, baby sitters, lessons, activities, participatory sports, and related items.
12. School Expense is to include tuition, supplies, field trips, dues, tutors, locker rentals, school lunches, and other related items.
13. Entertainment is to include movies, theater, vacations, sporting events, compact discs, digital video discs, and related items.
14. Adult Incidental Expenses are to include cosmetics, hair and nail care, books, magazines, newspapers, business dues, memberships, pets, charity, religious dues or tithes, gifts, bank charges, hobbies, and related items.
15. All Installment Loan Payments is the total amount itemized in Installment Loan Payments Section, which should include all loan payments not already listed as a monthly expense. Examples: home equity loan, credit cards, etc.
16. Indicate which spouse legally owes the payment (husband, wife, or joint).
17. Other property is to include automobiles (minus loan balance), boats (minus loan balance), furniture, furnishings, china, silver, jewelry, collectibles, and other personal property.
18. Itemize Financial Accounts such as checking, savings, credit union, money market, or certificate of deposit accounts in the Financial Accounts Section.
19. Itemize Publicly Held Stocks, Bonds, Securities, Stock Options and Mutual Funds (excluding retirement accounts) in the Publicly Held Stocks, Bonds, Securities, Mutual Funds Section.
20. Itemize each parcel of Real Estate in the Real Estate Section.

#028 - Mashell Chestnut Voucher # (686) Pay Date: 12/24/2015 (12/06-12/18)
COLUMBIA

Earnings

	Rate	Hours	YTD	Current	YTD
Reg	11.00	40.07	913.95	440.77	10,053.45
GROSS PAY				440.77	10,053.45

Taxes Withheld

	Taxable	Taxable YTD	Current	YTD
FIT	440.77	10,053.45	4.46	380.48
FICA	440.77	10,053.45	27.32	623.31
MED	440.77	10,053.45	6.40	145.78
SIT:SC	440.77	10,053.45	19.32	519.35
(Total)			57.50	1,668.92

Net Pay 383.27 8,384.53

Checking (087)	0.00	419.77
Checking (0903)	383.27	4,507.12
Checking (4813)	0.00	3,447.64

Company Paid Benefits

	Current	YTD
FUTA		42.00
FICA	27.32	623.31
MED	6.40	145.78
(Total)	33.72	811.09

Tax Allowance Settings

Federal: Single/2
South Carolina: Allowances: 0
Filing Status: S

¹ For information purposes only. No effect on your net pay.

Retreat Columbia Property 1929 Bluff Road, Columbia, SC 29201

1 of 1

Retreat Columbia Property
1929 Bluff Road
Columbia, SC 29201

Pay Date: 12/24/2015
Voucher #: (686)

Deposited To The Account(s) Of	Deposit #	Account Type	Account #	Transit ABA	Deposit
Mashell Chestnut	1	Checking	xxxxxx0903	256074974	383.27

COLUMBIA 024 12/24/2015 (686)

Mashell Chestnut
350 Byron Road
Columbia, SC 29209

NON-NEGOTIABLE - THIS IS NOT A CHECK

Retreat Columbia Property
1929 Bluff Road
Columbia, SC 29201

COLUMBIA 026 12/24/2015 (686)

Mashell Chestnut
350 Byron Road
Columbia, SC 29209

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IVERY M. CHESTNUT,

Plaintiff(s),

v.

MASHELL CHESTNUT,

Defendant(s).

RICHLAND

2016 MAR 29

IN THE FAMILY COURT
FOR THE FIFTH JUDICIAL CIRCUIT

CASE NO: 2014-DR-40-3574

NOTICE OF MOTION AND MOTION
TO RECONSIDER

TO THE HONORABLE GEORGE M. McFADDEN, JR., PRESIDING JUDGE

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, Ivery Chestnut, by and through her undersigned attorney, moves the Honorable George M. McFadden, Jr. for an order altering or amending the March 14, 2016 Final Order of Divorce. The Plaintiff brings this motion pursuant to the authority of Rules 52 and 59, SCRPC. The specific alterations or amendments to this order and the basis therefore are as follows:

1. Reducing his \$750.00 per month alimony obligation

The basis of this request is that the court failed to give due consideration to the fact that the Plaintiff has to care for his twenty-three year old special needs son from a previous relationship and the college expenses he is paying for his twenty-one year old son from a previous relationship in fashioning its alimony award. Further the family court should have imputed the Defendant an income based on full-time employment, and the family court erred in finding that the Defendant typically only worked part-time during the marriage. Upon information and belief the Defendant has moved to Atlanta and is working full time. Finally the family court fails to address that this was only an eight-year marriage at the time of separation.

2. Finding the household furnishings were marital property and awarding the Defendant 50% of the value therein

The basis of this request is that these furnishings were clearly purchased by the Plaintiff prior to the marriage and therefore are not marital property.

3. Requiring the Defendant to be responsible for 50% of the back taxes due or, in the alternative, reducing her equitable distribution award by that amount

The basis of this request is that the Plaintiff raised this marital debt at trial but the final order fails to address it.

4. Awarding the Defendant less than 50% of the equity in the home at 200 Stafford Road

The basis of this request is that the court's order fails to give the Plaintiff proper credit for the premarital contributions he made to the acquisition, preservation and appreciation in value of this real property prior to the marriage. Even if this property was transmuted, the Court should not have awarded the Defendant fifty-percent of the equity therein.

5. Requiring the Defendant to contribute some of her own attorney's fees

The basis of this request is that the Defendant has some ability to pay her own attorney's fees from the equitable distribution award. Further, should this court reverse some of the Defendant's successful results as part of this motion, it should reconsider its fee award.

RESPECTFULLY SUBMITTED



GREGORY S. FORMAN, ESQUIRE

Attorney for Plaintiff(s)

171 Church Street, Suite 160

Charleston, SC 29401

(843) 720-3749

(843) 614-5086 (fax)

attorney@gregoryforman.com

Charleston, South Carolina

March 23, 2016

1 Q And during the course of that marriage were there any
2 children born?

3 A No.

4 Q Do the two of you have any children?

5 A We have seven children.

6 Q Together?

7 A No, sir.

8 Q All right. And prior to the two of you being marrying,
9 how many children did you have?

10 A I had three boys.

11 Q And what are their respective ages?

12 A Currently 23, 22, and 21.

13 Q Does one of your children suffer under a disability?

14 A Yes.

15 Q What kind of disability?

16 A He has autism and schizophrenic.

17 Q And how old is he?

18 A He's 23.

19 Q And as a result of his autism does that request --
20 require special needs on your part?

21 A Yes, it does.

22 Q Does that require any additional expense on your part?

23 A It does.

24 Q I want you to speak up a little louder, too. Pull your
25 chair up a little bit.

1 Okay, now outline for the Court what special
2 financial needs do you have to pay as a result of the
3 child's disability?

4 A He has adult care. He has a primary care assistance.
5 He has sporting events that we participate -- football,
6 during football season, basketball. And, then, soccer.

7 And then he, also, have other special needs events
8 with Hope Bridge Special Needs, Adult Special Needs
9 Academy.

10 Q As a result of those events -- matters that he
11 participates in. What would you estimate your yearly
12 cost is?

13 A Probably about 15 -- 20,000 maybe.

14 Q 15 -- \$20,000.00 a year?

15 A Yes.

16 Q All right. And you, also, have a son that is in
17 college, is that correct?

18 A That is correct.

19 Q At what school?

20 A He goes to Coastal Carolina.

21 Q And what kind of student is he academically?

22 A He is a terrific student. He gets good grades.

23 Q What kind is he -- is he an A student, B student or
24 what?

25 A He's a B student. He has a few C's. But, we're

1 working on that.

2 Q Okay. And does he get any kind of aid as a result of

3 loans, in order, to pay his college expense?

4 A He has the -- he only gets the \$1400.00 award. But,

5 everything else pretty comes through FASA. And I pay

6 for the rest.

7 Q And how much does that cost you a year?

8 A I think, last year was about 15 -- 16,000.

9 Q 15 -- 16,000?

10 A Yes.

11 Q Okay. And tell the Court your occupation?

12 A I'm a IT Specialist.

13 Q What is that?

14 A I'm a Computer Specialist. I do troubleshooting of

15 computer systems and installations.

16 Q All right. And who do you work for?

17 A Department of Defense.

18 Q All right. And how long have you worked for them?

19 A Since 2006.

20 Q Okay 2006. And prior to that did you have any service

21 time?

22 A Yes, sir.

23 Q Where? What branch?

24 A I served in the Army for 20 years.

25 Q For 20 years?

- 1 A Yes, sir.
- 2 Q All right. And you retired from the Army?
- 3 A Yes, sir. I did.
- 4 Q And you have a retirement fund?
- 5 A Yes, I do.
- 6 Q And you draw that by the month?
- 7 A Yes, sir. I do.
- 8 Q All right. And what is your annually salary from your
- 9 job?
- 10 A About 72,000.
- 11 Q About 72,000?
- 12 A Yes, sir.
- 13 Q All right. And recently, did you file bankruptcy?
- 14 A Yes. I did.
- 15 Q And what was the cause of your having to file
- 16 bankruptcy?
- 17 A I was having to deal with all the regular bills that me
- 18 and my spouse had -- had. I was having to deal with my
- 19 son being in college. I didn't want to pull him out.
- 20 And the expenses for my son with autism. His diagnosis
- 21 changed, which caused me to have to move him to a
- 22 facility, that had a nurse on staff.
- 23 Q Was your wife -- and did your wife contributed towards
- 24 and defray any of your son's college expenses?
- 25 A No. She did not.

1 Q Did your wife contributed anything towards your son who
2 suffered under the disability?

3 A No. She did not.

4 Q So, both of those expenses you incurred?

5 A Yes, sir.

6 Q All right. Now, you and your wife -- you separated, is
7 that correct?

8 A That's correct.

9 Q What would you say was the reason for the separation?

10 A My wife decided that she did not want to be married to
11 me anymore. That's pretty much what she explained to
12 me.

13 Q Did she tell you that?

14 A Yes. She did.

15 Q And she just told you, I don't want to be married
16 anymore?

17 A On several occasions. Yes, sir.

18 Q Okay. And as a result of her telling you that, did the
19 two of you get together and agree to resolve your
20 marriage?

21 A It wasn't agreed to resolve the marriage. But, we
22 talked about separating, in which, we consulted with a
23 friend. And she was going to go, and stay with the
24 friend for 30 days.

25 Q Okay. Excuse me -- Your Honor, Court's indulgence --

1 THE COURT: Yes. And y'all can chat, if y'all
2 need to talk for a minute outside.

3 All right. Proceed.

4 Q I want to back up for just a moment?

5 A Okay.

6 Q When did you file bankruptcy?

7 A July of last year.

8 Q What kind of bankruptcy did you file?

9 A Chapter 7. Chapter 7.

10 Q And could you explain just a little bit? Well, that's
11 all right. Chapter 7 bankruptcy, is that correct?

12 A That is correct.

13 Q And are you presently in bankruptcy?

14 A I think I'm -- I have not received all the paperwork.

15 Sir, I think, I am still in.

16 Q You what?

17 A I have not received all the paperwork from the lawyer.

18 But, I believe so.

19 Q But, so far as court -- the Bankruptcy Court is
20 concerned, you've been discharged?

21 A Yes.

22 Q Is that correct?

23 A That is correct.

24 Q And you've obtained some relief is that correct?

25 A That is correct, sir.

1 Q Now, going back and there was an Order passed by
2 Bankruptcy Court, is that correct?

3 A That is correct.

4 Q All right. Now, going back to you and your wife.

5 You told the Court, that your wife told you, That
6 she didn't want to be married anymore. Is that
7 correct?

8 A That is correct.

9 Q All right. And as a result of that conversation, did
10 you and your wife make any effort to reconcile? Did
11 you go to counseling or anything?

12 A Yes, sir.

13 I asked her, If she would make the appointment?
14 And she did not. After a couple of months, then, I
15 made me an appointment, myself. We went to the
16 counseling at the VA Hospital.

17 First, we went to the one out on Fort Jackson off
18 post medical facility. We went there, initially, to
19 talk to one of the psychiatrist. My wife got upset and
20 she walked out.

21 So, then, I finished the counseling with the
22 psychiatrist, myself.

23 Then, I moved to the VA Hospital, which was a
24 referral she gave me.

25 Once, we finished with the referral there. She,

1 actually, came to one of those appointments as well.

2 And then, from there the VA Hospital referred me
3 to Mr. Salter, which is the counselor that I've been
4 speaking with for the last two years.

5 Q And during the time that the counseling was going on,
6 were you and your wife still living together as husband
7 and wife?

8 A No. All this happened after she left.

9 Q After she left?

10 A Yes.

11 Q And when did she leave?

12 A On June 2013, right after my son graduate from high
13 school?

14 Q Okay. And since June of 2013, have you been living
15 separate and apart?

16 A Yes.

17 Q Has there been any cohabitation between you and your
18 wife?

19 A No.

20 Q Have the two of y'all had sex?

21 A Not since like September of that same time period.
22 Cause she use to come back to the house like on the
23 weekends.

24 Q But, for more than one year you have not had sex with
25 your wife, isn't that correct?

- 1 A That's correct.
- 2 Q Okay. All right. And would it be fair to say that,
3 the efforts made through counseling did not resolve in
4 reconciliation between you and your wife?
- 5 A That is correct.
- 6 Q All right. And you're asking the Court, to grant you a
7 divorce from your wife, is that correct?
- 8 A That is correct.
- 9 Q For being separated for more than one year?
- 10 A That is correct.
- 11 Q All right. Now, the marital -- there was -- did you
12 buy your house prior to being married?
- 13 A Yes. I did.
- 14 Q And did you obtain a VA Loan?
- 15 A Yes, I did.
- 16 Q And during the time that you and your wife were
17 married, did you convey her any equitable, legal
18 interest in the property?
- 19 A No.
- 20 Q Speak up?
- 21 A No. I did not.
- 22 Q All right. Now, did you and your -- did your house
23 burn, at one time?
- 24 A Yes. It did.
- 25 Q As a result, did it burn down completely, or were you

1 able to restore it?

2 A The house, itself was completely burned. So of the

3 items we were able to pull out the house, but not much.

4 Q Did you have insurance?

5 A Yes. I did.

6 Q And whose name is that insurance in?

7 A It was in my name.

8 Q And as a result of the insurance funds were you able to

9 rebuild a house?

10 A Yes. I did.

11 Q All right. And did your wife contribute towards any

12 funds towards the rebuilding of that house?

13 A No. she did not.

14 Q All right. Again, you're asking the Court, To grant

15 you a divorce based on the fact, that you and your wife

16 have been separated for more than one year?

17 A That is correct.

18 Q All right. And can you tell me, so far as, you know is

19 your wife in good health?

20 A Yes. She is.

21 Q And where is she employed?

22 A She works at FedEx.

23 Q FedEx? And do you know how long she's been working

24 there?

25 A I do not.

1 Q Did you file joint -- when did you stop filing joint
2 marital taxes?

3 A 2014.

4 Q 2014? Okay.

5 MR. PRIDE: All right. Thank you very much.

6 Answer any questions the opposing counsel may have.

7 THE COURT: Mr. Felker?

8 MR. FELKER: May it please the Court.

9 CROSS-EXAMINATION

10 BY MR. FELKER:

11 Q Mr. Chestnut, part of your testimony earlier, was that
12 you were married on August 27, 2007? Is that what
13 you've testified to?

14 A I said, 2005.

15 Q It's 2005, wasn't it?

16 A Yes.

17 Q Yep. I just wanted to make sure that we had that date
18 right.

19 Now, at the time -- well, let's talk about when
20 you first met Ms. Chestnut. Do you -- do you remember
21 the day that happened?

22 A I do not.

23 Q You don't? Do you remember that it was in relationship
24 to your son, Ivery Jr., the one with the special needs?

25 A Yes.

1 Q Okay. All right. Where did you live together, at that
2 point.

3 A I own the -- well, I rented a property on 1634
4 Crestview Avenue.

5 Q Okay. So, when you got together, she moved in with you
6 in that house, that you were renting on Crestview
7 Avenue?

8 A That is correct.

9 Q You had three children? And she had three children, is
10 that right?

11 A That's correct.

12 Q Now, her children was a little bit older than yours, is
13 that right?

14 A By a couple of years. Yes.

15 Q Okay. All right. So, at this point, there was six
16 children in the house with two adults, that were caring
17 for them, is that right?

18 A That is correct.

19 Q You worked -- you were, at that point, full time
20 military service, is that right?

21 A That's correct.

22 Q All right. Okay, were you ever deployed after that?

23 A I went to New Jersey for three months. My sister came
24 and watched the kids. And Ms. Machell came over and
25 assisted my sister.

1 Q All right. What about after the time that you lived
2 together? Did you -- when you began living together
3 were you ever deployed? Did you go to New Jersey,
4 then, or to other places?

5 A I went to several other places after that. Yes, sir.

6 Q During those periods of times, after you began living
7 together, and you would go away for periods of time,
8 who was in the household?

9 A It was a consolidation between Ms. Machell and my
10 sister.

11 Q All right. And who was caring for all of the children,
12 at that point?

13 A Both of them.

14 Q Both of who?

15 A Ms. Machell and my sister, Venita Brown.

16 Q And how long did your sister live with you?

17 A My sister stayed with me -- stayed with me and the kids
18 for as long as it took for me to come back.

19 Q All right. So you're saying, During the periods of
20 your absence, that your sister would come into the
21 home?

22 A Sometimes, yes.

23 Q How many times did that happen?

24 A That happened the entire time I was in the military. I
25 don't know --

1 Q You don't know how many times?

2 A No.

3 Q Can you speak of any dates that -- that happened?

4 A Um -- the last deployment I went to was New Jersey.

5 The one before that, I think, I went to -- um --

6 Mississippi -- um -- before that I think, I went to

7 Fort Stewart. I don't think me and Ms. Machell was

8 living together, then.

9 Sir, that's the best I can do, right now.

10 Q All right. What would you say is the longest period of

11 time that you were away, after you started living

12 together?

13 A Um -- probably, 90 days.

14 Q Okay. All right. Now, let's talk about your son Ivery,

15 Jr. and his special needs.

16 What sort of assistance, did he need back, then?

17 And has that changed up until now, as far as, his daily

18 habits? What he's able to do for himself?

19 A He gets the same thing that he got back, then. There

20 hasn't been a whole lot of changes, as far as, his

21 actual, physical medical condition. It's more some

22 mental things that's being happening.

23 Because with him being older, there is some things

24 that I'm having to address, now.

25 That I hadn't had to deal with before. So, he

1 still gets the speech, the mobility. She still gets
2 the classroom phase. He's still doing regular stuff.
3 Coloring, alphabets and stuff like that. I have a PCA
4 that takes him to school. Picks him up from school.
5 Where, actually, the bus on most days would bring him
6 back from school.

7 And, then, every other Monday my job gives me off.
8 So, that I can watch him myself.

9 Because, I really can't afford all this, sir.

10 Q Now the PCA, this Personal Care Assistance, is that
11 what it's called?

12 A It is.

13 Q That's come about since you and your wife separated,
14 isn't that right?

15 A That's correct.

16 Q Prior to that, she was the one that was providing those
17 services for Ivery, Jr. isn't that right?

18 A Well, if you want to speak, in terms, of taking care of
19 the children. Yes, she did a very good job of taking
20 care of my son. As I did with her four children.

21 Q Now, at the time, that you -- um -- I think, you
22 testified that, at the time, you got together in
23 October, you began living together in October 2002, you
24 were full time military?

25 A I was.

1 A Well, yes.

2 Q But, I'm talking about on a day to day, week in, week
3 out, month after month? She was around the home more
4 than you were? Because, that was convenient for your
5 marriage and the combined family, isn't that right?

6 A I don't understand why you're saying convenience --

7 Q Hold. let me back up. What sort of hours were you
8 working when you first got together with Ms. Chestnut?

9 A Forty hours a week.

10 Q Forty hours a week? Did you work any overtime at all?

11 A No.

12 Q That was while you were full time military, is that
13 right?

14 A That's correct.

15 Q When did you -- did you have set hours each day? Was
16 it 9 to 5, or what was it?

17 A It was pretty much 9 to 5.

18 Q All right. So, when did the children get out of school?

19 A They got out of school at -- I guess, about 3:30 or
20 4:00 they got home.

21 Q All right. And would they ride the bus? Or would Ms.
22 Chestnut pick them up, or was there a combination of
23 those things?

24 A Over the years there was a combination.

25 Q Did you go pick them up from school?

1 A Yes.

2 Q How many occasions?

3 A More than I can count.

4 Q Okay. Did you take them to school?

5 A Yes.

6 Q Okay. You know how many times you did that?

7 A That's more than I can count as well.

8 Q Can you count how many times Ms. Chestnut did it?

9 A She was, always, gone at 5:00 in the morning. Because
10 she had to be at work. So, I got the kids ready for
11 school?

12 Q Did you cook dinner?

13 A Yes. I did.

14 Q How many times did you do that opposed to her doing it?

15 A Like I said, It's more than I can count. We shared
16 everything equally.

17 Q All right. Let's talk about your separation. What
18 month -- let me back up. We were talking earlier about
19 your first meeting Ms. Chestnut. We haven't
20 established the marriage, yet.

21 Do you remember the first time, that you told, Ms.
22 Chestnut, that you loved her?

23 A No. I don't.

24 Q Would that have been on Valentine's Day of 2003, do you
25 remember that occasion?

1 A I -- no. I don't.

2 Q Do you remember giving her a ring on that day?

3 A I think, I did give her a ring on that day.

4 Q Um -- now, at that point, you all were living on this

5 Crestview Avenue with six children and two adults.

6 Y'all needed a bigger house, isn't that right?

7 A Yes.

8 Q All right. And so, you set about looking at another

9 home to purchase, is that right?

10 A Naw. I think, your time was incorrect, sir.

11 I was already looking for a house. When I met Ms.

12 Machell.

13 Q Okay. Had you purchased one?

14 A No, sir. I hadn't.

15 Q Okay. But, you did purchase a house, is that right?

16 A I did.

17 Q And you purchased it with a VA loan, isn't that right?

18 A That's correct.

19 Q As a matter of fact, do you remember ho much you

20 purchased that house for?

21 A It was 119,000.

22 Q I like to ask you if you recognize this map --

23 MR. PRIDE: I'd like to see it, first.

24 MR. FELKER: I've got a copy.

25 Q Mr. Chestnut, do you recognize that?

1 Q 2004? So, that would have been a year and six months
2 after y'all moved in together, is that right? But, this
3 was before you got married, right?

4 A This was before we got married, correct.

5 Q And how much was the consideration for you to look at
6 that? How much did you pay for that house?

7 A It says, 115.

8 Q Okay, 115,500. All right. Now, your testimony is that
9 you were looking for a house, before you got with Ms.
10 Chestnut? But, it took from the time that y'all moved
11 in together -- it took over a year to locate a house to
12 move into, is that right?

13 A I was looking for several years based on the school
14 systems.

15 Q And did y'all change school systems, when that house
16 got purchased?

17 A Yes.

18 Q And from which district to which district?

19 A We were in the same district. It was the schools that
20 changed.

21 Q Oh, the schools changed? So, that was an important
22 consideration in purchasing that house, isn't that
23 correct?

24 A That's correct.

25 Q For both of you as to the schools that the children

- 1 were going to be in, is that right?
- 2 A I guess. Yes.
- 3 Q Okay. Did you -- was this house larger than the house
- 4 that you were renting on Crestview?
- 5 A Yes.
- 6 Q Was that important? Because, y'all were a big family,
- 7 now, isn't that right?
- 8 A That's correct.
- 9 Q Now, and that was an important consideration, as well,
- 10 you needed the additional room, isn't that right?
- 11 A Okay. Yes.
- 12 Q As a matter of fact, that's the house that burned down
- 13 about a year later, isn't that right?
- 14 A That's correct.
- 15 Q And when it was rebuilt you all changed the floor plan
- 16 to make it even more amenable to the large family? It
- 17 went from four bedrooms to five, isn't that right?
- 18 A I changed the floor plan, because it was cost
- 19 effective.
- 20 Q Cost effective and you had an additional room for this
- 21 large family, isn't that right?
- 22 A The same space. Yes, sir.
- 23 Q Okay. It was the same space, right. Just arranged
- 24 differently and more conveniently right?
- 25 A Right.

1 Q For a larger family?

2 A Correct.

3 Q Yes? For a larger family?

4 A Yes.

5 Q Now, matter of fact, Mr. Chestnut, you always referred
6 up until this litigation, this as our house, isn't that
7 right?

8 You included Ms. Chestnut in that, didn't you?

9 A I did.

10 Q Even though, this was just purchased in your name, this
11 was always our home, isn't that right?

12 A I don't remember saying that. But, I remembered it
13 being my home. Because, I was the only one sitting at
14 the table, when we close the deal.

15 Q When you signed the mortgage for it, isn't that right?
16 You were the only one doing that right?

17 A I was the only one there.

18 Q Right. And that was because it was a VA Loan? It had
19 to be in your name, didn't it?

20 A No. It did not.

21 Q It didn't? You weren't married to Ms. Chestnut, at the
22 time, it was purchased?

23 Are you saying, That it could have been -- the VA
24 Loan would have been given in both of your names?

25 A I'm saying, That if we were going to purchase a house

1 relevancy.

2 MR. FELKER: Your Honor, I believe all this goes
3 to --

4 THE COURT: I'm going to allow it, Mr. Pride.
5 Proceed, sir.

6 Q We were talking about the process of refurnishing and
7 rebuilding of the house and floor plan?

8 A Yes, sir. No. She had nothing to do with the floor
9 plan or the house?

10 Q Now, when Ms. Chestnut moved in -- let's back up, again
11 -- moved in with you, originally, October of 2002. She
12 had some furnishings and stuff from her house, that she
13 and her children had, is that right?

14 A No.

15 Q Pardon?

16 A No.

17 Q Nothing?

18 A They had clothes.

19 Q You're saying, they only had clothing? They had no
20 furniture?

21 A They moved in the house, because they were evicted from
22 the trailer.

23 Q And there was nothing that they brought with them, is
24 that what your testimony is?

25 A Just clothes.

1 Q When you purchased this -- the things that replaced the
2 furniture and things -- the contents of the house that
3 were burned -- was it your intentions -- that that
4 would be something that they would need too, in
5 addition, to you and your children?

6 A Everything that was burned in the fire was from the
7 place?

8 Q Both of y'all's?

9 A Yes.

10 Q And that included the furniture that her children and
11 your children used in their bedrooms, that was
12 beneficial for the children's use, is that right?

13 A The furniture that was in the house, prior to, it
14 burning down. I paid for it. And I did replace.

15 Q So, let me understand. Your testimony is that when Ms.
16 Chestnut and her children moved into your apartment or
17 the house that you rented on Crestview. You had all
18 the furniture that was necessary for eight people to
19 live in, beds and everything? They didn't bring
20 anything with them at all?

21 A That's correct.

22 Q Now, do you remember having a conversation about Ms.
23 Chestnut with Ms. Chestnut about her desire to seek
24 full time employment, rather than just being employed
25 part time as she had been up until -- throughout your

1 marriage?

2 A She, always, wanted full time employment. She took a
3 part time. Because, that's all that was available.

4 THE COURT: Sir, I'm having a hard time hearing
5 you. You need to speak up some please, okay?

6 A She was, always, seeking towards full time employment.
7 She took the part time, because that's what was
8 available.

9 Q So, you're saying, That wasn't at your assistance that
10 she remained part time employed?

11 A No.

12 Q Do you remember when she got an offer for a job to
13 drive a dump truck, at \$26.00 an hour?

14 A I believe so. Yes, I remember that.

15 Q And at your assistance she didn't take that job?

16 A She never listens to me. So, I don't know why she
17 would have did it.

18 THE COURT: Sir, I want you to answer the
19 question, first.

20 And, then you can explain it, all right, sir?

21 A Sir, the answer is no. I did talk to her about the
22 job. Yes. But, it had nothing to do with the hours.
23 It had something to do with her being a female working
24 in a predominantly male environment?

25 Q You don't think any of the other jobs she had -- had a

- 1 A That's correct.
- 2 Q A Wells Fargo Crown Banking Account of 500?
- 3 A That's correct.
- 4 Q You've listed living room and furniture, bedroom
5 furniture, \$4400.00? Now, you've listed there
6 furniture for one adult and one child, had you disposed
7 of the rest of the furniture in the house, since Ms.
8 Chestnut had moved out?
- 9 A No. The same furniture in there now, is the same
10 furniture we had at Fort Stewart.
- 11 Q Okay. All right. You got a desktop computer and a tv.
12 and a Bose stereo, you've listed at \$1200.00, is that
13 right?
- 14 A That's correct.
- 15 Q And then there some clothing? But, that's for you and
16 your children, is that right?
- 17 A Right.
- 18 Q Now let's look on the next page, 5 of 61. You've
19 listed Department of Defense Thrift Savings Plan of
20 \$2900.00.
- 21 A Correct.
- 22 Q What is that? Is that a pretax contribution that you've
23 made into that, or was that just a savings account that
24 was deducted money from your paycheck each week?
- 25 A No. That's the -- the Department of Defense gives

- 1 Q All right. You're saying that, She was unemployed?
- 2 A For about a year. Yeah.
- 3 Q For about a year, right?
- 4 A Yeah.
- 5 Q So, that's just one years period of time. We're
- 6 talking about a 10 year plus marriage, right?
- 7 A Right.
- 8 Q Now, but you all lived comfortably, isn't that correct?
- 9 A I believe, so.
- 10 Q All right. When you filed this bankruptcy you declared
- 11 a lot of debt, that you got relieved from, isn't that
- 12 right?
- 13 A That's true.
- 14 Q How much did you get relieved from?
- 15 A I don't know what -- the only -- I don't know what the
- 16 numbers were on the amount of the relief. I kept the
- 17 house. And I kept the car.
- 18 Q Well, let's look at your schedules, and see if we can
- 19 determine what the totals of you unsecured claims are?
- 20 If you'll pardon me just for a moment. So, I can
- 21 find the page to refer you to. Would you turn to page
- 22 18 of 61? The bottom of that page, would you read that
- 23 number?
- 24 A It's 23,991.
- 25 Q All right. That's the total for that page? What the

1 total report for all the schedules?

2 A \$69,000.00.

3 Q \$69,008.00? Would you agree that -- that was the
4 unsecured debt that you were relieved from? That you
5 do not have to pay now? That you've been discharged
6 with bankruptcy, is that correct? '

7 A That's what's on the paper. Yes.

8 Q You believe you are still responsible for any of those
9 debts?

10 A No.

11 Q In fact, your bankruptcy was an no assets case? In
12 other words, no creditors other than secured creditors
13 get anything, isn't that correct?

14 A That's correct.

15 Q So, you're in a better financial position, today, than
16 you were prior to this bankruptcy, aren't you?

17 A No.

18 Q Are you denying that you were relieved of \$69,000.00 of
19 unsecured debt?

20 A No.

21 Q You don't believe that you've been discharged from
22 that?

23 A I believe, I know, it's been discharged. I'm just
24 cleared up from paying -- getting other bills to pay
25 back to back taxes.

1 Q All right. So, you have some taxes that you owe? Are
2 you on payment plan for that?

3 A Yes, we are.

4 Q And after done, how much do you owe in taxes?

5 A About 15,000.

6 Q About 15,000? All right. And how much are you paying
7 on that?

8 A About 500 a month.

9 Q Okay. So what other expenses you have, Mr. Chestnut,
10 other than your mortgage?

11 A The just take care of my two sons, one is in college.
12 One is with autism, the back taxes and just regular
13 bills.

14 Q Has your income decreased over the past --

15 A It has not.

16 Q Has not?

17 A No.

18 Q As a matter of fact, if you would look at page 2 of 61
19 of your bankruptcy schedules, about 3/4 ways down the
20 page? It's got current monthly income, how much does
21 that say there?

22 A 9460.

23 Q \$9460.63, is that right? And that hasn't changed,
24 since you filed bankruptcy?

25 A No.

1 29209.

2 Q And how long have you resided there?

3 A About a year now.

4 Q All right. Now, you are married to Ivery Chestnut
5 seated in the courtroom, today, is that correct?

6 A Yes, sir.

7 Q We were you married?

8 A August 27, 2005.

9 Q All right. Now, when did you first meet, Ms. Chestnut?

10 A September of 2002.

11 Q What was the occasion?

12 A I was working for the Richland School District Two as a
13 bus driver and bus monitor. I met him with his son,
14 Ivery. He use to bring him to the school everyday?

15 Q Now Ivery is the one --

16 A Special needs --

17 Q His son Ivery? Goes by the name, Junior, is that
18 correct?

19 A Yeah, Junior.

20 Q He has special needs?

21 A Yes, sir.

22 Q All right. Proceed?

23 A It was one day it was pouring down raining. And he
24 didn't have an umbrella for Junior. So I got off the
25 bus with my umbrella. And helped Junior to the bus.

1 think, his cousin came down. And had Thanksgiving
2 dinner with us. I think, it was.

3 Q All right. So, everybody all together?

4 A Yes.

5 Q Six kids and two adults in this Crestview Avenue?

6 A Yes.

7 Q All right. Then, what happened next in your
8 relationship?

9 A Um -- I want to say come February -- I mean, the more
10 time we spent together. I mean, immediately, I fell in
11 love with him. But, I was scared to say that to him.

12 Because, he had said, He didn't want no
13 relationship like, you know, being in love. And being
14 married and all that.

15 So, I was kind of afraid of that. But, it was
16 kind of hard to not love somebody who was a good
17 person. And, you know, the way he took care of his
18 kids. You knew he was a good father. So, February
19 14th, the kids were in the office with him.

20 And he sent somebody to say, Come see him or
21 something.

22 So, I went in the room and there was like rose
23 pedals everywhere. And then, like a heart shaped
24 candle in the middle of the floor. And, then, inside
25 of that was a box. I actually still have it. But,

1 there was a ring box in there. And so, I looked at
2 him.

3 And he was like, You don't want to look at it and
4 see what it is?

5 So, he gave me roses. And I opened the box up and
6 there was a ring. And so I, immediately, started
7 crying.

8 And he was like, What are you crying for?

9 And I was like, Because you said, You weren't
10 going to do love and marriage, and all of that.

11 And he was like, Well, you know -- we -- I changed
12 my mine. I love you.

13 It was like you know --

14 Q All right. So, you combined this family together? And
15 --

16 A Eventually, yes. We did.

17 Q All right. You did. And you all were living in the
18 same house in Crestview Avenue?

19 A Yes, sir.

20 Q Was it big enough for the crowd?

21 A No. It wasn't. We made due. We put the girls in one
22 room. And the boys stayed in their room. And I stayed
23 in his room with him.

24 Q So -- what were -- did you have any discussions about
25 what you needed to do after that?

1 the kids ready to move into the new house. And --

2 Q So, when --

3 A He bought all new furniture and you know.

4 Q When you moved into Crestview Avenue before -- let's

5 back up there -- to live together? Did you bring

6 things with you?

7 A Well, he had a house full of furniture.

8 Q Uh huh?

9 A But, we did have some stuff that we bought. I think,

10 because, one of the rooms that the girls stayed in

11 didn't have a bed or something. And so the bedroom

12 set, I think, it was a bunk bed or twin bed, or

13 something that we put in there. So, he automatically

14 -- the house was, already, pretty much furniture with

15 old stuff, that he had, already, had from I guess,

16 previously, brought from Thrift Stores, or whatever.

17 Q So what about things you brought with you? Whatever

18 happened with those?

19 A We pretty much got rid of everything in the house, my

20 stuff, his stuff. The only thing we pretty much kept

21 was clothes.

22 Q Okay, so both of you --

23 A I think clothes and tv. I think?

24 Q Both of you provide household by purchasing new things,

25 is that right?

1 He said, He was going to check in with somebody
2 that he had to check in with.

3 And, then, he would get back on the road. When,
4 he got back that evening the fire department had just
5 got finish pretty much putting out the top floor of the
6 house. The two back bedrooms were the most damage
7 done.

8 Q Let me ask you a question. Did the fire rekindle is
9 that what happened?

10 A Yes, sir. Sometime, during the night it rekindle. We
11 were at my sister's house. And it rekindle.

12 I guess, because, there was so much -- according
13 to what the fire department investigator said, That it
14 was so much installation that when they put it out. It
15 smoldered through the night when the wind was blowing.
16 And it caught back up.

17 Q Did anything survive any furniture or contents, at all?

18 A Just a couple of things, but everything pretty much was
19 gone.

20 Q All right. And were there insurance on the house and
21 it's contents?

22 A Yes, sir.

23 Q Did all of those get replaced?

24 A Yes, sir.

25 Q All right. When did you move back into the new house?

1 A I want to say --

2 Q The rebuilt house?

3 A I want to say the later part of July, closer to August.

4 Q All right?

5 A Because, it took a little over 90 days to get it ready.

6 Q All right. And, then, I understand you got married
7 that month is August?

8 A Yes. We got married like 30 days later.

9 Q All right. Now, let's talk about now, that you're
10 living together, even before, you built the house --
11 had the house, bought the house?

12 A Uh huh.

13 Q What was the financial arrangement that you and Ivery
14 had from the very beginning? Who was paying for what?
15 Who was doing what?

16 A He pretty much paid for everything. I contributed as
17 much as I could with my salary.

18 Q All right. What --

19 A There was no -- when we lived at Crestview, there was
20 no set amount. But, when we moved into the new house
21 everybody -- well as the kids got older the kids had to
22 pay for their own cell phone. So, it was \$50.00 a
23 month for them. And any bills I would have to give him
24 like 12 to \$1500.00 a month toward the household stuff.

25 Q All right. So, each of you were contributing with him

- 1 the larger share?
- 2 A Yes, sir.
- 3 Q Did you -- what did you do with any other income you
- 4 had, during that time, other than what you gave him?
- 5 A Pretty much just brought stuff for the house like, you
- 6 know, if the kids needed something, and Ivery, you
- 7 know, was gone or whatever. I would go get it. If we
- 8 needed gas in the car, groceries for the house, stuff
- 9 like that, just normal stuff.
- 10 Q And you expected -- he did the same thing?
- 11 A Yes, sir.
- 12 Q Everybody was doing what they could?
- 13 A Yes.
- 14 Q Now, what kind of work -- you were still working with
- 15 the school district?
- 16 A Yes. Uh huh.
- 17 Q Was that part time work?
- 18 A Well, technically, yeah.
- 19 They say, It was full time. But, you only work
- 20 like maybe six hours a day.
- 21 Q Okay?
- 22 A Because, you go in for a couple. And then, you come
- 23 back that afternoon, to take the kids back home.
- 24 Q Did you ever look for other employment?
- 25 A Yes, sir. I was, always, looking for full time

1 employment like something that would -- we were still
2 working our schedule. But, still allow me better
3 income.

4 Q Well, did you have a discussion with Ivery about it?

5 A Well, me and Mr. Chestnut did talk about it a couple of
6 times. I don't know why he don't remember. But, yeah
7 we did few times. But, our schedule -- because of his
8 schedule was, always, so his hours were long. And
9 sometimes, he would be deployed for months, at a time.
10 So, it just worked better for me to stay with the
11 school district. Because, I was, always, able to do
12 whatever, I could, with kids like for meetings, special
13 needs meetings.

14 When Anthony was having problems in the school
15 with his reading. I would go on my breaks. Go up to
16 the school. Sit with him. Help him with his tutoring
17 with the reading problems he was having.

18 And, then, Eric started having problems with his
19 schoolwork. So, I would go there and help them both.
20 I would spend my breaks helping them. And, then, when
21 I got finished with them I would go home and start
22 dinner. And, then, when I got off -- everybody -- I
23 would finish dinner. Ivery, usually, came home around
24 6:30 or 7:00. Kids were pretty much fed. Ready for --
25 homework done. And stuff like that.

1 She would leave that afternoon go back. But, she would
2 never come and stay after that.

3 Q All right?

4 A It was, always, me.

5 Q Now, you mentioned earlier, Mr. Chestnut was, always a
6 good father to his sons?

7 A Yes.

8 Q I believe, he testified, earlier, that you were a good
9 caregiver for your children, is that right?

10 A Yes.

11 Q You both contributed didn't you --

12 A Yes, sir --

13 Q To the home? Did you treat his children any different
14 than you did yours?

15 A No. I loved my boys.

16 Q Did he treat your kids any different than his?

17 A No.

18 Q So, this was a pretty good Brady Bunch kind of
19 arrangement, wasn't it?

20 A Yes, sir.

21 Q All right. Now, as far as your looking for other work,
22 did Mr. Chestnut have any opinion that he expressed to
23 you about, whether you should or not?

24 A When we first, initially, moved into the new house and
25 the school schedules, and all the different little

1 meetings that we had to go through with Junior. It
2 just worked out better that I stayed where I was. And
3 we had discussed that.

4 And, then, I want to say, in 2011, when we moved
5 back from Augusta, Georgia is when he said, Well -- you
6 know, cause I was going to still be working in Aiken.
7 It's only a 45 minute drive. So, I was cool with
8 driving back every day.

9 And he was like, No. Tell the lady that you are
10 not going to be returned back.

11 And I was like, Well I don't have a job. So what
12 does that mean?

13 And he said, That means that I'll take care of
14 everything. The kids got their last three -- they
15 don't got that much longer in school. So, you just
16 stay home and take care of them.

17 So, I was like, Okay. A little skeptical. But,
18 okay.

19 Q And that was at his assistance?

20 A Yes. And even when I did try to look for like, little
21 part time stuff when the kids were at school. That's
22 when I got offered the dump truck job. And I was like
23 really excited about it. Because, it paid good money.
24 And I figured, you know, it would work out for our
25 benefit.

1 But, he was like, No. That was not going to
2 happen. Because, I'll be working around a lot of men.
3 And I was like, I work around men every day when I was
4 a bus driver. Should be no difference.

5 Q Now the children aged? Most of them are out of the
6 home, is that right?

7 A Yes, uh huh.

8 Q Your children were older than his?

9 A Yes.

10 Q So, yours left first?

11 A Yes.

12 Q And he still had Junior and Ivery --

13 A Junior, Anthony and Eric.

14 Q Junior, Anthony and Eric, okay. Were they all three
15 still at the home when you separated?

16 A No.

17 Q Who was there?

18 A Eric and Junior.

19 Q All right.

20 A Eric was getting ready to go to school.

21 Q Okay. So, up until the time you separated you were
22 still providing, homemaker services and all the other
23 things?

24 A Yes. I took them to school every morning. I brought
25 them home everyday. And when Junior had accidents at

1 school I would have to go and shower him. Change his
2 clothes. Any meetings that had to take place with him,
3 it was me doing it. I did all of his paperwork. Of
4 course, Ivery was trying too. But, for some reason in
5 2013 I was almost -- we had went to one meeting where
6 we were trying to get -- cause Junior was getting ready
7 to get transition out of high school. So, we had went
8 to a meeting to get him set up for a good transition.
9 So, I had filled out all this paperwork. Because, I'm
10 normally the person that does that. So, when I -- when
11 we went to the meeting. And, then we came back. And,
12 then, we had a meeting with a social worker that came
13 to our house. So, of course, I had to fill out more
14 paperwork. But, out of the blue Ivery questioned me
15 filling out the paperwork.

16 And I was like, I do it all the time. I fill out
17 all the kids' stuff for school, since we've been
18 together. So, it was just a natural thing.

19 And, then, he said, I'll take this. I'll do it.
20 I'll fill it out.

21 And I was just like -- that was really unusual for
22 him to do that. But, I guess, I should have got a hint
23 then. But --

24 Q Let's talk about the breakdown of your relationship?
25 What started to occur in your marriage?

1 I said, Ivery, okay. I'm going to leave.

2 But I said, Remember this. If I leave now. I'm
3 not coming back.

4 Because, I said, This is your decision. Not
5 mines.

6 And he said, Yeah. I'm good with it. I want a
7 divorce.

8 So, I went into our closet in the office and got a
9 suitcase.

10 He came and snatched the suitcase from me.

11 And he said, No. I bought that suitcase.

12 And I said, You bought it for our honeymoon.

13 So, then he said, I said, You're not taking it. I
14 bought it.

15 So, then, I went to get the keys.

16 Went to ask Eric, Could he drive me to Walmart.
17 So that I could purchase something to put my clothes
18 in?

19 So me and Eric was on our way to Walmart.

20 Ivery called Eric told him, To turn his bleep,
21 bleep truck around. He was not taking me nowhere.

22 So, we got back to the house.

23 And I said, Ivery, what am I going to put my
24 clothes in?

25 He said, You can put them in a trash bag for all I

1 care.

2 So, I was like, Okay.

3 So, then, after that he came in the room. I was
4 taking my stuff out.

5 And I was trying to call Dawnie to ask her, If it
6 was okay I stayed?

7 When I called her, she was like, Yeah. Go ahead
8 and go to the house. I've, already talked to Ivery.

9 And I was like, What?

10 She said, Yeah. He called.

11 And said, That he wanted you to stay there for a
12 while.

13 And he would pay me \$300.00 a month to let you
14 stay there.

15 I was like, Okay.

16 So, then, I hung the phone up with her. I started
17 getting my stuff together. And he came in the room.

18 He said, Here.

19 He threw the suitcase at me.

20 He said, Here. Take the suitcase. Pack your
21 stuff. I want you to leave.

22 I said, Okay. I'm going to take the truck. And
23 I'm going to go Dawnie's house.

24 He said, No. You're not taking my truck.

25 I said, The truck is in both of our names. So, I

1 can drive the truck.

2 No, you're not.

3 Q How many vehicles were at the house, at that time?

4 A It was three of them.

5 Q Okay.

6 A So, then, he took me to Dawnie's house. And prior to
7 that, we were on our way over there. And he was
8 talking.

9 So, I said, Ivery, are you sure you want to do
10 this?

11 I mean, This is making no sense.

12 I said, I just wanted you to calm down.

13 Because, you had been drinking. The last time you
14 were drinking you put your hands on me. You slammed me
15 up against the balcony wall. You were literally
16 hurting me.

17 And he said, Yeah. I think, this is what we need
18 for right now. We'll stay separated for 30 days. I'll
19 call and try to make a counseling session.

20 And so I said, You are going to literally,
21 actually, go to counseling.

22 And he said, Yeah. We can do this. We can try to
23 do the counseling thing.

24 Because, all this time, I had been telling him --
25 both of his sisters passed away within a month of each

1 finally got an apartment. I'm going to move out of
2 Dawnie's house, and move into this apartment.

3 And he said -- the first time he said, No. I
4 couldn't come. Because the kids were there.

5 Then, the second time he was like, You can come.
6 But, I will set the time.

7 So he asked me, What I wanted?

8 I put down a lot of the stuff I wanted, which was
9 -- you know, personal stuff of mines. But, other stuff
10 too that I had needed for the house. Basically, when I
11 got there he had everything laid out in the living
12 room. And so, my girlfriend, Dawnie and I went in.

13 And he told her, She could not come on his
14 property. You know, that she needed to get off. And
15 she was, you know, like trying to help me.

16 Q Well, what did he allowed you to take?

17 A He allowed me to take my clothes, some dishes. And I
18 went upstairs to our bedroom to get some towels, that
19 were bought by my sister as a wedding gift. We never
20 use them, you know. They were just, you know, sitting
21 and he came and he snatched them from me.

22 And he said, You're not taking them.

23 And I said, Ivery, I need towels to wash and stuff
24 like that.

25 And he said, Well, here. You can take these.

1 And he gave me like three towels.

2 Q So as to the content of the house?

3 A I was not allowed to take anything.

4 Q Describe what was all in the house?

5 A There's a formal living room, a formal dining room, den
6 furniture, 50 or 55 inch tv., a Xbox game, a Bose
7 system, a dining room table in the kitchen, upstairs
8 there's a master bedroom set, computers everywhere.

9 Q Were all these things acquire during the term of your
10 marriage?

11 A Yes.

12 Q All right. You believe that, because of your
13 contributions through this marriage, even though, they
14 might not have been significantly financial as his,
15 that you are a 50/50 partner in this?

16 A Yes. Yes.

17 Q You believe, that you have some interest in this house,
18 as well?

19 A Yes, sir. It has, always, been our house.

20 Q When did it not become your house?

21 A It was not our house when -- once you filed the paper
22 that said, Equity from the house would be split.

23 Then it became my house, his house, not my house.

24 But other than that, it has, always been our house.

25 Q All right, now, during the course of your marriage to

1 Q Now, how are you currently -- are you currently
2 employed?

3 A Yes, sir.

4 Q What do you do now?

5 A I drive for the retreat. It's a -- USC have a place
6 where the students live off base. And I contract drive
7 for them.

8 Q All right. And are you um -- is that part time
9 employment, full time employment?

10 A Pretty much part time. It's like maybe seven hours a
11 day.

12 Q Are you -- have you continued to search for more full
13 time employment?

14 A Yes, sir.

15 Q What are -- they are?

16 A I have put -- I have put out my resume to different
17 places, even to different cities. And so, yeah.

18 Q All right. That is something you still continue to do?

19 A Yes, sir.

20 Q Did you loose the opportunity on any employment during
21 the course of your marriage to Mr. Chestnut?

22 A Yes, when the dump truck job came up. I lost that one.
23 When I was working with FedEx during the summer for
24 them, I lost that position. Because the hours were
25 like super crazy. You would work really long hours.

1 So, it didn't work our scheduling.

2 Q And --

3 A Any other time, it was just like, whenever I would
4 bring it up to him about me, trying to look like for
5 another job.

6 He would, always, say, You know, we're good right
7 now.

8 You just stay home. And take care of the kids.

9 Q All right. And that was an important consideration to
10 y'all(sic) relationship with the family?

11 A Yes, sir.

12 Q So you believe, you have lost the opportunity for some
13 of the employment that would put you in a better
14 position now?

15 A Yes, sir.

16 Q Now, Ms. Chestnut, because of Mr. Chestnut filing for
17 this divorce as the plaintiff, you had to hire
18 counselor, in order, to assert your rights to stuff
19 that, you believe, you are entitled to, right?

20 A Yes, sir.

21 Q And that cost you money, is that correct?

22 A Yes, sir.

23 Q All right. I'd like to hand you this. You recognize
24 what that is?

25 A Yes. This is the divorce decree, I think, it is. I

1 contributed to our household. We have both contributed
2 to taking care of our kids. And that house that we
3 lived in for over ten years. It have been our house.

4 Q You didn't contribute towards the purchase of that
5 house, did you?

6 A No, sir. No, sir.

7 Q Okay. And --

8 A But, I did contribute to the fact of looking for that
9 house. Designing a plan for that house. Picking out
10 everything that was bought for that house.

11 Q And when that house was burned you didn't contribute
12 towards the insurance that was on that house, did you?

13 A No, sir.

14 Q All right. And the furniture that was in that house,
15 none of that furniture was furniture that you brought
16 to that house, was it?

17 A No. Everything was brought brand new.

18 Q No. The house -- the furniture in the house that
19 burned. None of that furniture belonged to you, did
20 it?

21 A I understand what you're saying, sir.

22 And I'm telling you, that the house that burned
23 down, everything that was bought in that house, when it
24 burned down. It was brand new. We took nothing from
25 the old house. That's what I'm trying to say.

1 Q But, what I'm asking you, Is that if it was brand new,
2 it was furniture that your husband brought, wasn't it?

3 A We both went to that furniture. We both looked for
4 that furniture.

5 Q I didn't ask you, About looking?

6 I'm asking you, About paying?

7 A Yes. He purchased the furniture.

8 Q All right. Thank you. And at the time, he purchased
9 that furniture, you all were not married, were you?

10 A No. Were not.

11 Q Okay. And the time you purchased the house, you
12 weren't married then, either?

13 A No, sir.

14 Q And, so far as, the children in the house, you had four
15 children in the house, is that correct?

16 A Yes, sir.

17 Q And he had three?

18 A Yes, sir.

19 Q And you would acknowledge he was a good father to your
20 four, wasn't he?

21 A Yes.

22 Q As you were a good mom to his three?

23 A Yes.

24 Q And as a matter of fact, your husband paid special
25 attention to your children, in terms, of helping them

1 with homework and things like that, is that not
2 correct?

3 A He paid no more attention to my kids helping with
4 homework, than he paid his own.

5 Q Okay.

6 A So it was equal.

7 Q Equal. Okay. And, presently, you are working seven
8 days a week, is that correct?

9 A Five days a week.

10 Q Five days a week?

11 A Yes. Monday through Friday.

12 Q And you're working seven hours a day, is that correct?

13 A Yes, sir.

14 Q When you say, That your husband prolonged the divorce
15 -- the attorney that filed this divorce that was
16 representing your husband, he passed didn't he?

17 A Yes, sir.

18 Q And did that cause an delay, is that accurate?

19 A No, sir.

20 Q That didn't cause a delay?

21 A We, initially, asked for discovery in November. And, I
22 think, that Mr. Chestnut's lawyer, did not die until
23 the New Year. He had -- we had sent many opportunities
24 to ask him for the paperwork. And it never came.

25 Q You would not deny that you were late with your

1 Q Isn't that correct?

2 A Yes, sir.

3 MR. PRIDE: The question is leading and
4 suggestive. And not only that it embellishes the answer.

5 THE COURT: Can you change the line of
6 questioning?

7 MR. FELKER: I will.

8 Q How much of your income did you contribute to this
9 household?

10 A Between 12 or \$1500.00 a month.

11 Q All right. And what percentage of that was of your
12 income?

13 A Pretty much 90 percent of it.

14 Q Okay. Did that leave you any additional?

15 A Just basically gas money, any little odds and ends,
16 personal stuff, anything that kids needed. And we
17 didn't -- I was just like -- if we were going to the
18 store or something I would get it, or groceries or
19 something like that. But nothing --

20 Q Did you have the ability to pay for the other things
21 that were needed by the household?

22 A No, sir.

23 Q And who did you rely upon to be able to do that?

24 A I relied upon my husband. He has, always, taken good
25 care of us.

1 And so for me to say, That I didn't purchase
2 anything, because he purchased it. I didn't purchase
3 it. Because everything I gave him I thought that it
4 was going towards the house. Whether it be bills,
5 furniture, whatever. Then, the second house everything
6 was bought with the money from the insurance. And I
7 didn't -- I wasn't on that insurance policy because,
8 first we weren't married. And he had that insurance
9 policy with USSA. So you had to military, in order, to
10 get it.

11 Q That went along with the mortgage? Is that what you're
12 saying?

13 A Yes.

14 Q So, as to the contents of the house, and as to the
15 house, itself, you believe, it was a joint thing, is
16 that correct?

17 A Our house has, always, been our house.

18 MR. FELKER: That's all the questions I have?

19 A Even when we talked to the insurance company -- the
20 insurance adjustors when they came out. It was our
21 house.

22 MR. FELKER: Thank you. That's all the questions
23 I have.

24 THE COURT: All right, ma'am, I've got one
25 question.

ROBERT L. LUCE
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IRMO, SC 29063-7327

Space above this line for recording information

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

TITLE TO REAL ESTATE
SPECIAL WARRANTY
0004017018

KNOW ALL MEN BY THESE PRESENTS THAT, DLJ Mortgage Capital, Inc., duly organized and existing under the laws of the United States of America or the State in which it was organized, with a mailing address of 3815 South West Temple, Salt Lake City, UT 84115, herein referred to as Grantor(s),

for and in consideration of the sum of One Hundred Fifteen Thousand Five Hundred and 00/100 (\$ 115,500.00) paid by

Ivery L. Chestnut, herein referred to as Grantee(s), in the State aforesaid, the receipt of which is hereby acknowledged,

has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee(s), and to the heirs and assigns of said Grantee(s), the following described real estate situated in the County of Richland, State of South Carolina, to wit:

All the certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being on the Northeastern side of the intersection of Stafford Road and Stafford Court, near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as Lot 13, Block D, on a Plat of Williamsburg East, Phases IIB and IID prepared by United Design Services, Inc., dated October 28, 1994, and recorded in the Office of the RMC for Richland County in Plat Book 55 at Page 5428. Said lot being more particularly shown on a Plat prepared for Myron K. Gibert, Sr. and Phyllis L. Gibert by Belter & Associates, Inc. dated February 16, 1995, to be recorded; and having the following boundaries and measurements as shown on said plat, to wit: On the Northwest by Stafford Road, whereon it measures One Hundred Six and seventy-two hundredths (106.72') feet; on the North by the cul-de-sac of Stafford Road, whereon it measures in a curved line, the chord of the arc measuring Eighty Seven and twelve-hundredths (87.12') feet; on the Northeast by Lot 14, Block D, whereon it measures Three and five-hundredths (3.05') feet; on the Southeast by property now or formerly of D.M. Dennis, whereon it measures One Hundred Eighty Three and sixteen-hundredths (183.16') feet; on the South by lot 112, whereon it measures Two and sixty-two-hundredths (2.62') feet; on the Southwest by the cul-de-sac of Stafford Court, whereon it measures in a curved line, the chord of the arc measuring Fifty and nineteen-hundredths (50.19') feet; and on the West by Stafford Court, whereon it measures ninety six and ninety-four-hundredths (96.94') feet; be all measurements a little more or less.

This being the same property conveyed unto the Grantor(s) by Deed of Credit Suisse First Boston Mortgage Capital, LLC, recorded in the Office of the Register of Deeds/RMC/Clerk of Court for Richland County immediately prior hereto. *R913/1670 RLB*

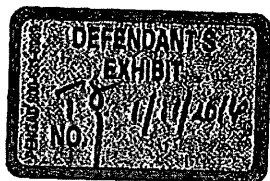
This conveyance is made subject to Easements, Restrictions, Covenants, and Conditions of record, including matters shown on recorded plats.

GRANTEE'S ADDRESS: 200 Stafford Road
Columbia, SC 29223

PROPERTY ADDRESS: 200 Stafford Road
Columbia, SC 29223

Book 00913-1677
2004021221 03/17/2004 13:47:43:823
Fee: \$10.00 County Tax: \$127.05 State Tax: \$300.30

Tax/Map No. R19813-01-63



03FB7312

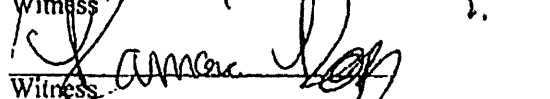
TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee(s) and to the heirs, successors and assigns of said Grantee(s) forever.

AND THE SAID GRANTOR covenants that he has not made, done, committed, executed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof, the above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged or encumbered in any manner or way whatsoever.

IN WITNESS WHEREOF the undersigned on this 10 day of March, 2004, has set his/her Hand and Seal, for and on behalf of DLJ Mortgage Capital, Inc..

Signed, Sealed and Delivered
in the Presence of:


Witness

Witness

DLJ Mortgage Capital, Inc.
By: Fairbanks Capital Corporation,
Attorney-in-Fact

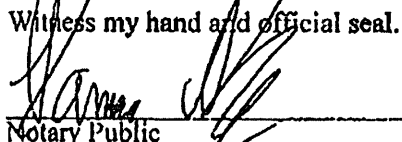
By: 
Its:
CELESTE FREEMAN-ROBINSON, DOC. CONTROL OFFICER

STATE OF UTAH

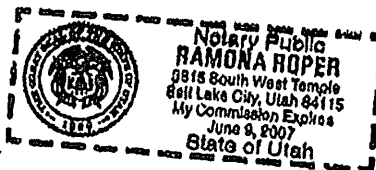
COUNTY OF SALT LAKE

On this 10 day of March, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Celeste Freeman-Robinson to me known and known by me to be the Doc. Control Officer of Fairbanks Capital Corporation, Attorney-in-Fact for DLJ Mortgage Capital, Inc., and acknowledged the execution of the foregoing instrument in the capacity aforesaid and the free act and deed of said DLJ Mortgage Capital, Inc..

Witness my hand and official seal.


Notary Public

My Commission Expires: _____



03FB7312

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) AFFIDAVIT

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 200 Stafford Road, Columbia, SC 29223, bearing Richland County Tax Map Number R19813-01-63, was transferred by DLJ Mortgage Capital, Inc. to Ivery L. Chestnut on March 12, 2004.
3. Check one of the following: The deed is
 - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ exempt from the deed recording fee because (See information section of affidavit):
4. Check one of the following if either item 3(a) or item 3(b) above has been checked:
 - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 115,500.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes _____ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is: _____.
6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here:	<u>\$ 115,500.00</u>
(b) Place the amount listed in item 5 above here:	<u>\$ -0-</u>
(c) Subtract Line 6(b) from Line 6(a) and place result here:	<u>\$ 115,500.00</u>

7. The deed recording fee due is based the amount listed on Line 6(c) above and the deed recording fee due is:
\$ 127.05 County Fee and \$ 300.30 State Fee

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
Closing Attorney/Settlement Agent

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Robert L. Luce Attorney at Law
Responsible Person connected with the transaction
Law Offices of Robert L. Luce

SWORN to before me this 12th
day of March, 2004

Elizabeth B. Patterson
Elizabeth B. Patterson

Notary Public for South Carolina
My Commission Expires: July 20, 2011

File Number: 03FB7312

Instrument Number: 2004021222 Book/Page: R 913/1680 Date Time: 03/17/2004 13:47:43:887

After Recording Return To: **ROBERT L. LUCE**
ATTORNEY AT LAW
P. O. BOX 2327
IRMO, SC 29063-7327

RBMG, INC.
9710 TWO NOTCH ROAD
COLUMBIA, SC 29223

This instrument was prepared by
RBMG, INC.
9710 TWO NOTCH ROAD
COLUMBIA, SC 29223



Book 00913-1680
2004021222 03/17/2004 13:47:43:88
Fee: \$20.00 County Tax: \$0.00 State Tax: \$0.00

Mortgage



2004021222 John G. Norris

Richland County ROD

[Space Above This Line For Recording Data]

VA LH# 18-18-6-0465530

MIN: 100014440000406587

MORTGAGE

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated MARCH 12, 2004, together with all Riders to this document.
(B) "Borrower" is IVERY L CHESTNUT, 13. Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is RBMG, INC.. Lender is a CORPORATION organized and existing under the laws of DELAWARE. Lender's address is 9710 TWO NOTCH ROAD, COLUMBIA, SC 29223.
(E) "Note" means the promissory note signed by Borrower and dated MARCH 12, 2004. The Note states that Borrower owes Lender ONE HUNDRED NINETEEN THOUSAND THREE HUNDRED ELEVEN AND 00/100ths Dollars (U.S.\$119,311.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than APRIL 1, 2034.
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

Borrower Initials ILC

SOUTH CAROLINA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3041-1/01 (Page 1 of 11 pages)

03FB 7312

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

See Exhibit A

which currently has the address of 200 Stafford Road

[Street]

Columbia, South Carolina 29223 ("Property Address"):

[City]

[Zip Code]

Borrower Initials TLC

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

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

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

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

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

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

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

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

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

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance

Borrower Initials

DC

premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

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

Borrower Initials

LLC

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

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

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

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

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

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

Borrower Initials

ILC

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

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

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

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

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

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

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

Borrower Initials

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

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

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

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

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

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

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

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

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

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

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

Borrower Initials

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

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

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

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

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

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

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

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

Borrower Initials

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

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

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

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

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

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

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

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

Borrower Initials TL

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

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

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

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

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

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

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

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

Borrower Initials

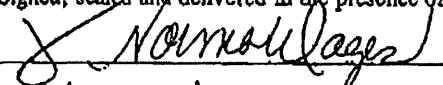
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25. **Waiver of Appraisal Rights.** The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to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

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

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

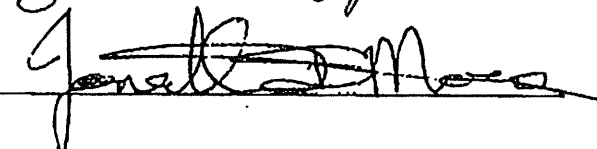
Signed, sealed and delivered in the presence of:



(Seal)



(Seal)
-Borrower



(Seal)

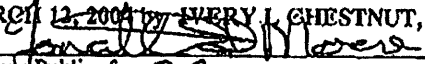
(Seal)
-Borrower

State of SOUTH CAROLINA

County of Lexington

The foregoing instrument was acknowledged before me this MARCH 12, 2004 by IVERY L CHESTNUT, 13.

(Seal)



Notary Public, for S.C.
My Commission Expires 11/6/2012

VA LH# 18-18-6-0465330

V.A. ASSUMPTION POLICY RIDER

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS ASSUMPTION POLICY RIDER is made this 12TH day of MARCH, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt ("Instrument") of the same date herewith, given by the undersigned ("Mortgagor") to secure the Mortgagor's Note ("Note") of the same date to RBMG, INC. its successors and assigns ("Mortgagee") and covering the property described in the Instrument and located at:

200 Stafford Road, Columbia, SOUTH CAROLINA 29223

[Property Address]

Notwithstanding anything to the contrary set forth in the Instrument, Mortgagee and Mortgagor hereby acknowledge and agree to the following:

ACCELERATION CLAUSE: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of this loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) **ASSUMPTION FUNDING FEE:** A fee equal to one-half of 1 percent (.50%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 USC 3729 (c).

Borrower Initials ATC

(b) ASSUMPTION PROCESSING CHARGE: Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

(c) INDEMNITY LIABILITY ASSUMPTION CLAUSE: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Mortgagor(s) has executed this Assumption Policy Rider.



IVERY L CHESTNUT (Seal)
Mortgagor

(Seal)
Mortgagor

(Seal)
Mortgagor

EXHIBIT A TO MORTGAGE

LEGAL DESCRIPTION

All the certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being on the Northeastern side of the intersection of Stafford Road and Stafford Court, near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as Lot 13, Block D, on a Plat of Williamsburg East, Phases IIB and IID prepared by United Design Services, Inc., dated October 28, 1994, and recorded in the Office of the RMC for Richland County in Plat Book 55 at Page 5428. Said lot being more particularly shown on a Plat prepared for Mryon K. Gibert, Sr. and Phyllis L. Gibert by Belter & Associates, Inc. dated February 16, 1995, to be recorded; and having the following boundaries and measurements as shown on said plat, to wit: On the Northwest by Stafford Road, whereon it measures One Hundred Six and seventy-two hundredths (106.72') feet; on the North by the cul-de-sac of Stafford Road, whereon it measures in a curved line, the chord of the arc measuring Eighty Seven and twelve-hundredths (87.12') feet; on the Northeast by Lot 14, Block D, whereon it measures Three and five-hundredths (3.05') feet; on the Southeast by property now or formerly of D.M. Dennis, whereon it measures One Hundred Eighty Three and sixteen-hundredths (183.16') feet; on the South by lot 112, whereon it measures Two and sixty-two-hundredths (2.62') feet; on the Southwest by the cul-de-sac of Stafford Court, whereon it measures in a curved line, the chord of the arc measuring Fifty and nineteen-hundredths (50.19') feet; and on the West by Stafford Court, whereon it measures ninety six and ninety-four-hundredths (96.94') feet; be all measurements a little more or less.

This being the same property conveyed unto the Mortgagor(s) herein, Ivory L. Chestnut, by Deed of DLJ Mortgage Capital, Inc. dated March 10, 2004, and recorded in the Office of the Register of Deeds/RMC/Clerk of Court for Richland County simultaneously herewith.

MORTGAGOR: Ivory L. Chestnut
200 Stafford Road
Columbia, SC 29223

MORTGAGEE: RBMG, INC.
7215 Financial Way
Jacksonville, FL 32256

PROPERTY ADDRESS: 200 Stafford Road
Columbia, SC 29223

Initial

ILC

03FB7312

B6 Summary (Official Form 6 - Summary) (12/14)

United States Bankruptcy Court
District of South Carolina

In re Ivery Chestnut
Debtor

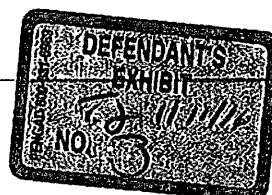
Case No. _____

Chapter 7

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	163,800.00		
B - Personal Property	Yes	4	51,884.00		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	2		188,012.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	3		6,716.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	5		69,008.80	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	3			7,398.69
J - Current Expenditures of Individual Debtor(s)	Yes	2			7,403.98
Total Number of Sheets of ALL Schedules		23			
Total Assets			205,684.00		
Total Liabilities				232,736.80	



B 6 Summary (Official Form 6 - Summary) (12/14)

United States Bankruptcy Court
District of South Carolina

In re Ivery Chestnut
Debtor

Case No. _____

Chapter 7

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	250.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	5,488.00
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	0.00
Student Loan Obligations (from Schedule F)	29,788.00
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	0.00
TOTAL	35,484.00

State the following:

Average Income (from Schedule I, Line 12)	7,398.89
Average Expenses (from Schedule J, Line 22)	7,403.98
Current Monthly Income (from Form 22A-1 Line 11; OR, Form 22B Line 14; OR, Form 22C-1 Line 14)	9,460.68

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		15,142.00
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	5,716.00	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		0.00
4. Total from Schedule F		69,008.80
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		84,160.80

B6A (Official Form 6A) (12/07)

In re Ivery Chestnut

Case No. _____

Debtor

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
personal residence located at 200 Stafford Rd., Columbia, SC 29223	Fee simple	H	149,100.00	97,774.00
Time share in Diamond Resorts, Intl. specific unit located in Kissimmee, Fl.	time share	J	4,600.00	3,196.00

Sub-Total > 153,800.00 (Total of this page)

Total > 153,800.00

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

B6B (Official Form 6B) (12/07)

In re **Ivery Chestnut**

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petitioner is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand		cash in wallet	-	50.00
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Wells Fargo Crown Banking account no.: xxxxx57279	-	500.00
		Wells Fargo savings account no.: xxxxx	-	0.00
		Navy Federal checking Account	-	0.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Living room and dining room furniture bedroom furniture for one adult and one child.	-	4,400.00
		desktop computer (\$200.00); 55" TV (\$500.00); Bose stereoc (\$500.00)	-	1,200.00
		clothing for one adult man (\$300.00) and two adult sons (\$400.00)	-	700.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Pura and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.		set of weights	-	200.00
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		AAFMA Life Insurance \$250,000 Term life Insurance policy that names three sons as beneficiary	-	Unknown
Sub-Total >				7,050.00
(Total of this page)				

3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Ivery Chestnut

Debtor

Case No. _____

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.		Department of Defense Thrift Savings Plan	-	2,914.00
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			

Sub-Total > 2,914.00
(Total of this page)

Sheet 1 of 3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Ivery Chestnut

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		Toyota Corolla 2009 4 cyl. with 105,000 miles	.	9,000.00
		Nissan 2013 370Z with 8,000 miles	.	29,425.00
		Nissan Sentra 4 Cyl. sedan with 164000 miles that is currently not running.	.	3,475.00
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
				Sub-Total > 41,900.00
				(Total of this page)

Sheet 2 of 3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Ivery Chestnut

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total > 0.00
(Total of this page)
Total > 51,864.00

Sheet 3 of 3 continuation sheets attached
to the Schedule of Personal Property

(Report also on Summary of Schedules)

B6C (Official Form 6C) (4/13)

In re Ivery Chestnut

Case No. _____

Debtor

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under:
(Check one box)

- ☐ 11 U.S.C. § 522(b)(2)
☒ 11 U.S.C. § 522(b)(3)

☐ Check if debtor claims a homestead exemption that exceeds \$155,675. (Amount subject to adjustment on 4/1/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
<u>Real Property</u>			
personal residence located at 200 Stafford Rd., Columbia, SC 29223	S.C. Code Ann. § 15-41-30(A)(1)	51,326.00	149,100.00
Time share in Diamond Resorts, Intl. specific unit located in Kissimmee, Fl.	S.C. Code Ann. § 15-41-30(A)(7) unused portion of 15-41-30(A)(2)	2,902.00	9,000.00
<u>Cash on Hand</u>			
cash in wallet	S.C. Code Ann. § 15-41-30(A)(7) unused portion of 15-41-30(A)(1)	50.00	50.00
<u>Checking, Savings, or Other Financial Accounts, Certificates of Deposit</u>			
Wells Fargo Crown Banking account no.: xxxxx67279	S.C. Code Ann. § 15-41-30(A)(7) unused portion of 15-41-30(A)(1)	500.00	500.00
<u>Household Goods and Furnishings</u>			
Living room and dining room furniture bedroom furniture for one adult and one child.	S.C. Code Ann. § 15-41-30(A)(3)	4,400.00	4,400.00
desktop computer (\$200.00); 55" TV (\$500.00); Bose stereo (\$500.00)	S.C. Code Ann. § 15-41-30(A)(3) S.C. Code Ann. § 15-41-30(A)(7) unused portion of 15-41-30(A)	250.00 950.00	1,200.00
clothing for one adult man (\$300.00) and two adult sons (\$400.00)	S.C. Code Ann. § 15-41-30(A)(7) unused portion of 15-41-30(A)(1)	700.00	700.00
<u>Firearms and Sports, Photographic and Other Hobby Equipment</u>			
set of weights	S.C. Code Ann. § 15-41-30(A)(7) unused portion of 15-41-30(A)(1)	200.00	200.00
<u>Interests in Insurance Policies</u>			
AAFMA Life Insurance \$250,000 Term life insurance policy that names three sons as beneficiary	S.C. Code Ann. § 38-63-40(C)	0.00	Unknown
<u>Interests in IRA, ERISA, Keogh, or Other Pension or Profit Sharing Plans</u>			
Department of Defense Thrift Savings Plan	S.C. Code Ann. § 15-41-30(A)(13)	2,914.00	2,914.00
<u>Other Exemptions</u>			
VA retirement and disability	38 U.S.C. § 5301(a)	100%	Unknown

0 continuation sheets attached to Schedule of Property Claimed as Exempt

Software Copyright (c) 1990-2014 - Best Case, LLC - www.bestcase.com

Total: 64,192.00 168,064.00

Best Case Bankruptcy

B6D (Official Form 6D) (12/07)

In re Ivery Chestnut

Case No. _____

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule J - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H U S B A N D, W I F E, J O I N T, O R C O M M U N I T Y	D A T E C L A I M W A S I N C U R E D, N A T U R E O F L I E N, A N D D E S C R I P T I O N A N D V A L U E O F P R O P E R T Y S U B J E C T T O L I E N	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M W I T H O U T D E D U C T I N G V A L U E O F C O L L A T E R A L	U N S E C U R E D P O R T I O N, I F A N Y
Account No. xxxxxxxxxxxx1826			Opened 3/01/15 Last Active 4/18/15					
American General Financial/Springleaf FI Attention: Bankruptcy Po Box 3251 Evansville, IN 47731			Nissan Sentra 4 Cyl. sedan with 154000 miles that is currently not running.					
			Value \$ 3,475.00				3,767.00	292.00
Account No. xxx2184			Opened 3/01/07 Last Active 4/03/15					
Diamond Resorts Fs 10600 W Charleston Blvd Las Vegas, NV 89135	X		Time share in Diamond Resorts, Intl. specific unit located in Kissimmee, Fl.					
			Value \$ 9,000.00				3,195.00	0.00
Account No. xxxxx6416			Opened 8/01/14 Last Active 5/01/15					
Gm Financial Po Box 181145 Arlington, TX 76096			Nissan 2013 370Z with 8,000 miles					
			Value \$ 29,425.00				41,867.00	12,442.00
Account No. xxxxxxxxxxxx6583			Opened 4/01/13 Last Active 5/04/15					
Wells Fargo Hm Mortgage 8480 Stagecoach Cir Frederick, MD 21701			personal residence located at 200 Stafford Rd., Columbia, SC 29223					
			Value \$ 149,100.00				97,774.00	0.00
Subtotal (Total of this page)							146,604.00	12,734.00

1 continuation sheets attached

B6D (Official Form 6D) (12/07) - Cont.

In re Ivery Chestnut

Debtor

Case No. _____

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E D E B T O R	H U S B A N D , W I F E , J O I N T , O R C O M M U N I T Y	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No. xxxxxxxx5705			Opened 7/01/14 Last Active 4/02/15					
Wfs Financial/Wachovia Dealer Srvc Po Box 3569 Rancho Cucamonga, CA 91729			Toyota Corolla 2009 4 cyl. with 105,000 miles					
			Value \$ 9,000.00				11,408.00	2,408.00
Account No.								
			Value \$					
Account No.								
			Value \$					
Account No.								
			Value \$					
Account No.								
			Value \$					
Subtotal							11,408.00	2,408.00
(Total of this page)								
Total							158,012.00	15,142.00
(Report on Summary of Schedules)								

Sheet 1 of 1 continuation sheets attached to
Schedule of Creditors Holding Secured Claims

66E (Official Form 6E) (4/13)

In re Ivery Chestnut

Case No. _____

Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor." Include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

☒ Domestic support obligations

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$12,475* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

☐ Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$6,150* per farmer or fishermen, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ Deposits by individuals

Claims of individuals up to \$2,775* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☒ Taxes and certain other debts owed to governmental units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ Commitments to maintain the capital of an insured depository institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

☐ Claims for death or personal injury while debtor was intoxicated

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amount subject to adjustment on 10/1/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B6E (Official Form 6B) (4/13) - Cont.

In re Ivery Chestnut

Case No. _____

Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS
(Continuation Sheet)

Domestic Support Obligations

TYPE OF PRIORITY

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See Instructions.)	C O D E B O R	H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
									AMOUNT ENTITLED TO PRIORITY
Account No.				Alimony in the amount of \$250.00 a month					
Mashell Chestnut %Daniel K. Felker, Attorney Suite 5 9810 Two Notch Rd Columbia, SC 29223								250.00	0.00
Account No.									
Account No.									
Account No.									
Account No.									
Account No.									
Subtotal								250.00	0.00
(Total of this page)								250.00	250.00

Sheet 1 of 2 continuation sheets attached to
Schedule of Creditors Holding Unsecured Priority Claims

B6E (Official Form 6E) (4/13) - Cont.

In re Ivery Chestnut

Debtor

Case No. _____

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS
(Continuation Sheet)

**Taxes and Certain Other Debts
Owed to Governmental Units**

TYPE OF PRIORITY

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E D E B T O R	H U S B A N D, W I F E, J O I N T, O R C O M M U N I T Y	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M	C O N T I N G E N T	U N L I Q U I T A T E D	D I S P U T E D	A M O U N T O F C L A I M	A M O U N T N O T E N T I T L E D T O P R I O R I T Y, I F A N Y	
								A M O U N T E N T I T L E D T O P R I O R I T Y	
Account No. xxx-xx-7750			12.31.2013						
Internal Revenue Service Centralized Insolvency Unit P.O. Box 7346 Philadelphia, PA 19101-7346							5,000.00	0.00	
									5,000.00
Account No. xxx-xx-7750			12.31.2013						
S.C. Department of Revenue and Taxation P.O. box 12285 Columbia, SC 29211							466.00	0.00	
									466.00
Account No.									
Account No.									
Account No.									
Sheet 2 of 2 continuation sheets attached to Schedule of Creditors Holding Unsecured Priority Claims							Subtotal (Total of this page)	5,466.00	0.00
							Total (Report on Summary of Schedules)	5,716.00	0.00

B6P (Official Form 6P) (12/07)

In re Ivery Chestnut

Case No. _____

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor." Include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R H U S B A N D W I F E J O I N T C O M M U N I T Y	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. xxxx0996 Allied Interstate Inc 7626 West Campus Rd New Albany, OH 43064		Opened 12/01/14 Collection Attorney Nextel				1,298.00
Account No. xxxx7429 Benevis Practice Services 1090 Northchase Pkwy SE Suite 290 Marietta, GA 30067		medical services				242.00
Account No. xxxxxxxxxxxx0932 Cap1/suzki 28626 N Riverwoods Blvd Mettawa, IL 60045		Opened 4/01/06 Last Active 1/28/15 Charge Account				3,022.00
Account No. xxxxxxxxxxxx6803 Capital One Attn: Bankruptcy Po Box 30285 Salt Lake City, UT 84130		Opened 4/01/02 Last Active 2/06/15 Credit Card				5,041.00
Subtotal (Total of this page)						9,603.00

4 continuation sheets attached

B6F (Official Form 6P) (12/07) - Cont.

In re Ivery Chestnut

Case No. _____

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	H W J C	Husband, Wife, Joint, or Community DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. xxxxxxxxxxxx1916 Capital One Attn: Bankruptcy Po Box 30285 Salt Lake City, UT 84130		-	Opened 10/01/02 Last Active 4/03/15 Credit Card				1,299.00
Account No. xxxxxxxxxxxx7154 Capital One Attn: Bankruptcy Po Box 30285 Salt Lake City, UT 84130		-	Opened 10/01/01 Last Active 4/03/15 Credit Card				1,048.00
Account No. xxxxxxxxxxxx4587 Capital One Attn: Bankruptcy Po Box 30285 Salt Lake City, UT 84130		-	Opened 8/01/07 Last Active 4/03/15 Credit Card				344.00
Account No. xxxxxxxxxxxx7476 Chase Card P.o. Box 15298 Wilmington, DE 19850		-	Opened 5/01/08 Last Active 4/03/15 Credit Card				1,071.00
Account No. xxxxx2415 Credit Collection services Two Wells Ave. Newton Center, MA 02459		-	Travelers Insurance				384.00
Subtotal (Total of this page)							4,146.00

Sheet no. 1 of 4 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

B6F (Official Form 6F) (12/07) - Cont.

In re Ivery Chestnut

Case No. _____

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	H U S B A N D, W I F E, J O I N T, O R C O M M U N I T Y	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. xxx5205 Enterprise Recovery Sy 2000 York Rd Ste 114 Oak Brook, IL 60523			Opened 8/01/13 Collection Attorney Northcentral Univ Sr1 -Settl				1,794.00
Account No. xxxxxxxxxxxxxx0005 Fed Loan Serv Po Box 60610 Harrisburg, PA 17106			Opened 6/01/11 Last Active 4/30/15 Educational				8,916.00
Account No. xxxxxxxxxxxxxx0003 Fed Loan Serv Po Box 60610 Harrisburg, PA 17106			Opened 3/01/11 Last Active 4/30/15 Educational				7,028.00
Account No. xxxxxxxxxxxxxx0001 Fed Loan Serv Po Box 60610 Harrisburg, PA 17106			Opened 9/01/09 Last Active 4/30/15 Educational				4,038.00
Account No. xxxxxxxxxxxxxx0007 Fed Loan Serv Po Box 60610 Harrisburg, PA 17106			Opened 4/01/12 Last Active 4/30/15 Educational				2,834.00
Sheet no. <u>2</u> of <u>4</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							
Subtotal (Total of this page)							24,610.00

B6F (Official Form 6F) (12/07) - Cont.

In re Ivery Chestnut

Case No. _____

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N D I S P U T E D	A M O U N T O F C L A I M
Account No. xxxxxxxxxxxxxx0006 Fed Loan Serv Po Box 60810 Harrisburg, PA 17108			Opened 6/01/11 Last Active 4/30/15 Educational			1,992.00
Account No. xxxxxxxxxxxxxx0002 Fed Loan Serv Po Box 60810 Harrisburg, PA 17108			Opened 6/01/10 Last Active 4/30/15 Educational			1,888.00
Account No. xxxxxxxxxxxxxx0008 Fed Loan Serv Po Box 60810 Harrisburg, PA 17108			Opened 4/01/12 Last Active 4/30/15 Educational			714.00
Account No. xxxxxxxxxxxxxx0004 Fed Loan Serv Po Box 60810 Harrisburg, PA 17108			Opened 3/01/11 Last Active 4/30/15 Educational			584.00
Account No. Hemphill Pride 1401 Gregg St. Columbia, SC 29201			May and June 2016 legal services			1,500.00
Sheet no. <u>3</u> of <u>4</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 8,658.00

B6F (Official Form 6F) (12/07) - Cont.

In re Ivery Chestnut

Case No. _____

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	
Account No. xxxxxx3389 Midland Funding 8875 Aero Dr Ste 200 San Diego, CA 92123				Opened 9/01/13 Factoring Company Account Citibank N.A.				4,846.00	
Account No. xxxxxxxxxxx1308 Military Star 3911 S Walton Walker Blv Dallas, TX 75238				Opened 7/01/93 Last Active 3/19/16 Charge Account				8,250.00	
Account No. xxxxxxx4-001 Time Warner Cable 3140 W. Arrowood Rd. Charlotte, NC 28273				cable services				81.80	
Account No. xxxxxxxxxxx1526 Usaa Savings Bank Po Box 47604 San Antonio, TX 78265				Opened 9/01/05 Last Active 5/03/12 Credit Card				10,814.00	
Account No. 									
Sheet no. <u>4</u> of <u>4</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims								Subtotal (Total of this page)	23,991.80
(Report on Summary of Schedules)								Total	69,008.80

41a. \$
x .25

\$ _____

**Copy
here** ➤

☐ Line 39d is equal to or more than line 41b. On the top of page 1 of this form, check box 2, *There is a presumption of abuse*. You may fill out Part 4 if you claim special circumstances. Then go to Part 5.

\$ _____
 \$ _____
 \$ _____
 \$ _____

Date August 3, 2015
MM/DD/YYYY

Debtor 1 Ivery Chestnut

Case number (if known)

Current Monthly Income Details for the Debtor**Debtor Income Details:**

Income for the Period 01/01/2015 to 06/30/2015.

Line 2 - Gross wages, salary, tips, bonuses, overtime, commissions

Source of Income: Dept. of Defense Civilian

Income by Month:

6 Months Ago:	01/2015	\$5,279.80
5 Months Ago:	02/2015	\$5,569.00
4 Months Ago:	03/2015	\$5,660.00
3 Months Ago:	04/2015	\$8,340.00
2 Months Ago:	05/2015	\$6,069.00
Last Month:	06/2015	\$5,580.00
Average per month:		\$6,082.97

Line 9 - Pension and retirement income

Source of Income: Department of Defense

Income by Month:

6 Months Ago:	01/2015	\$1,950.00
5 Months Ago:	02/2015	\$1,950.00
4 Months Ago:	03/2015	\$1,960.00
3 Months Ago:	04/2015	\$1,950.00
2 Months Ago:	05/2015	\$1,950.00
Last Month:	06/2015	\$1,950.00
Average per month:		\$1,960.00

Line 10 - Income from all other sources

Source of Income: VA Disability

Income by Month:

6 Months Ago:	01/2015	\$1,447.71
5 Months Ago:	02/2015	\$1,447.71
4 Months Ago:	03/2015	\$1,447.71
3 Months Ago:	04/2015	\$1,447.71
2 Months Ago:	05/2015	\$1,447.71
Last Month:	06/2015	\$1,447.71
Average per month:		\$1,447.71

B6C (Official Form 60) (12/07)

In re Ivery Chestnut

Debtor

Case No. _____

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. Sec. 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☒ Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code,
of Other Parties to Lease or Contract

Description of Contract or Lease and Nature of Debtor's Interest.
State whether lease is for nonresidential real property.
State contract number of any government contract.

0

continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases
Software Copyright (c) 1996-2014 - Best Case, LLC - www.bestcase.com

Best Case Bankruptcy

B6H (Official Form 6H) (12/07)

In re Ivery Chestnut

Case No. _____

Debtor

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR

NAME AND ADDRESS OF CREDITOR

Masheil Chestnut
%Daniel K. Felker, Attorney
Suite 5
9810 Two Notch Rd
Columbia, SC 29223

Diamond Resorts Fa
10800 W Charleston Blvd
Las Vegas, NV 89135

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continuation sheets attached to Schedule of Codebtors

Software Copyright (c) 1999-2014 - Best Case, LLC - www.bestcase.com

Best Case Bankruptcy

Fill in this information to identify your case:

Debtor 1	<u>Ivery Chestnut</u>
Debtor 2 (Spouse, if filing)	
United States Bankruptcy Court for the:	<u>DISTRICT OF SOUTH CAROLINA</u>
Case number (if known)	

Check if this is:

- ☐ An amended filing
☐ A supplement showing post-petition chapter 13 income as of the following date:

MM / DD / YYYY

Official Form B 61

Schedule I: Your Income

12/13

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

Employment status*

Occupation

Employer's name

Employer's address

Debtor 1

- ☒ Employed
☐ Not employed

Information technology spec.

Department of Defense

5615 Hood St.
Ft. Jackson
Columbia, SC 29207

Debtor 2 or non-filing spouse

- ☐ Employed
☐ Not employed

How long employed there?

4 years

*See Attachment for Additional Employment Information

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.
3. Estimate and list monthly overtime pay.
4. Calculate gross income. Add line 2 + line 3.

	For Debtor 1	For Debtor 2 or non-filing spouse
2.	\$ 6,058.00	\$ N/A
3.	+\$ 0.00	+\$ N/A
4.	\$ 6,058.00	\$ N/A

Debtor 1 Ivery Chestnut

Case number (if known) _____

	For Debtor 1	For Debtor 2 or non-filing spouse
Copy line 4 here	4. \$ <u>8,068.00</u>	\$ <u>N/A</u>
5. List all payroll deductions:		
5a. Tax, Medicare, and Social Security deductions	5a. \$ <u>2,012.83</u>	\$ <u>N/A</u>
5b. Mandatory contributions for retirement plans	5b. \$ <u>48.19</u>	\$ <u>N/A</u>
5c. Voluntary contributions for retirement plans	5c. \$ <u>0.00</u>	\$ <u>N/A</u>
5d. Required repayments of retirement fund loans	5d. \$ <u>0.00</u>	\$ <u>N/A</u>
5e. Insurance	5e. \$ <u>0.00</u>	\$ <u>N/A</u>
5f. Domestic support obligations	5f. \$ <u>0.00</u>	\$ <u>N/A</u>
5g. Union dues	5g. \$ <u>0.00</u>	\$ <u>N/A</u>
5h. Other deductions. Specify: _____	5h. \$ <u>0.00</u>	\$ <u>N/A</u>
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6. \$ <u>2,081.02</u>	\$ <u>N/A</u>
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	7. \$ <u>3,986.98</u>	\$ <u>N/A</u>
8. List all other income regularly received:		
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a. \$ <u>0.00</u>	\$ <u>N/A</u>
8b. Interest and dividends	8b. \$ <u>0.00</u>	\$ <u>N/A</u>
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c. \$ <u>0.00</u>	\$ <u>N/A</u>
8d. Unemployment compensation	8d. \$ <u>0.00</u>	\$ <u>N/A</u>
8e. Social Security	8e. \$ <u>0.00</u>	\$ <u>N/A</u>
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: _____	8f. \$ <u>0.00</u>	\$ <u>N/A</u>
8g. Pension or retirement income	8g. \$ <u>1,954.00</u>	\$ <u>N/A</u>
8h. Other monthly income. Specify: <u>VA Disability</u>	8h. \$ <u>1,447.71</u>	\$ <u>N/A</u>
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9. \$ <u>3,401.71</u>	\$ <u>N/A</u>
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10. \$ <u>7,388.69</u> + \$ <u>N/A</u> = \$ <u>7,388.69</u>	
11. State all other regular contributions to the expenses that you list in Schedule J. Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify: _____		11. +\$ <u>0.00</u>
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data, if it applies		12. \$ <u>7,388.69</u> Combined monthly income
13. Do you expect an increase or decrease within the year after you file this form? ☒ No. ☐ Yes. Explain: Although an application for Social Security Disability was filed on behalf of the 23 year old disabled son, the application was denied. This denial has been appealed.		

Debtor 1 Ivery Chestnut

Case number (if known) _____

Official Form B 61
Attachment for Additional Employment Information

Debtor		
Occupation	retired	
Name of Employer	Department of Defense	
How long employed	since 2005	
Address of Employer	5816 Hood St. Ft. Jackson Columbia, SC 29207	

Fill in this information to identify your case:

Debtor 1 Ivery Chestnut

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: DISTRICT OF SOUTH CAROLINA

Case number _____
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing post-petition chapter 13 expenses as of the following date:

MM/DD/YYYY

- ☐ A separate filing for Debtor 2 because Debtor 2 maintains a separate household

Official Form B 6J
Schedule J: Your Expenses

12/13

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Your Household

1. Is this a joint case?

- ☒ No. Go to line 2.
- ☐ Yes. Does Debtor 2 live in a separate household?
- ☐ No
- ☐ Yes. Debtor 2 must file a separate Schedule J.

2. Do you have dependents? ☐ No

Do not list Debtor 1 and Debtor 2.

Do not state the dependents' names.

☒ Yes. Fill out this information for each dependent.

Dependent's relationship to Debtor 1 or Debtor 2	Dependent's age	Does dependent live with you?
Son	20	☐ No ☒ Yes
Son - disabled	23	☐ No ☒ Yes
		☐ No ☐ Yes
		☐ No ☐ Yes

3. Do your expenses include expenses of people other than yourself and your dependents? ☒ No
☐ Yes

Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental Schedule J, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on Schedule I: Your Income (Official Form 6I.)

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 741.00

If not included in line 4:

4a. Real estate taxes

4a. \$ 0.00

4b. Property, homeowner's, or renter's insurance

4b. \$ 0.00

4c. Home maintenance, repair, and upkeep expenses

4c. \$ 126.00

4d. Homeowner's association or condominium dues

4d. \$ 60.00

5. Additional mortgage payments for your residence, such as home equity loans

5. \$ 0.00

Debtor 1 Ivery Chestnut

Case number (if known) _____

6. Utilities:	
6a. Electricity, heat, natural gas	6a. \$ 250.00
6b. Water, sewer, garbage collection	6b. \$ 105.00
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$ 251.00
6d. Other. Specify: <u>Home Shield</u>	6d. \$ 60.00
7. Food and housekeeping supplies	7. \$ 625.00
8. Childcare and children's education costs	8. \$ 0.00
9. Clothing, laundry, and dry cleaning	9. \$ 200.00
10. Personal care products and services	10. \$ 80.00
11. Medical and dental expenses	11. \$ 100.00
12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$ 650.00
13. Entertainment, clubs, recreation, newspapers, magazines, and books	13. \$ 60.00
14. Charitable contributions and religious donations	14. \$ 240.00
15. Insurance. Do not include insurance deducted from your pay or included in lines 4 or 20.	
15a. Life insurance	15a. \$ 22.50
15b. Health insurance	15b. \$ 153.48
15c. Vehicle insurance	15c. \$ 283.00
15d. Other insurance. Specify: _____	15d. \$ 0.00
16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: <u>car taxes Toyota</u>	16. \$ 25.00
Specify: <u>car taxes Nissan</u>	\$ 12.00
17. Installment or lease payments:	
17a. Car payments for Vehicle 1	17a. \$ 275.00
17b. Car payments for Vehicle 2	17b. \$ 120.00
17c. Other. Specify: _____	17c. \$ 0.00
17d. Other. Specify: _____	17d. \$ 0.00
18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 61).	18. \$ 250.00
19. Other payments you make to support others who do not live with you. Specify: <u>adult day care expense for disabled son</u>	\$ 1,908.00
<u>misc expenses for disabled son</u>	19. \$
20. Other real property expenses not included in lines 4 or 6 of this form or on Schedule I: Your Income.	
20a. Mortgages on other property	20a. \$ 0.00
20b. Real estate taxes	20b. \$ 0.00
20c. Property, homeowner's, or renter's insurance	20c. \$ 0.00
20d. Maintenance, repair, and upkeep expenses	20d. \$ 0.00
20e. Homeowner's association or condominium dues	20e. \$ 0.00
21. Other. Specify: <u>Contributions to son enrolled in college for rent</u>	21. +\$ 680.00
<u>Contributions to son enrolled in college tuition</u>	+\$ 160.00
<u>Contrib. to son enrolled in college parking and gas</u>	+\$ 100.00
22. Your monthly expenses. Add lines 4 through 21. The result is your monthly expenses.	22. \$ 7,403.98
23. Calculate your monthly net income.	
23a. Copy line 12 (your combined monthly income) from Schedule I.	23a. \$ 7,398.98
23b. Copy your monthly expenses from line 22 above.	23b. -\$ 7,403.98
23c. Subtract your monthly expenses from your monthly income. The result is your monthly net income.	23c. \$ -5.29

24. Do you expect an increase or decrease in your expenses within the year after you file this form? For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?

☐ No.

☒ Yes.

Explain:

Although an application for Social Security Disability was filed on behalf of the 23 year old disabled son, the application was denied. This denial has been appealed. The debtor expects that the 20 year old son who is enrolled in college will be getting some added income through his participation in the Air Force reserve program that will relieve debtor of some expense for the college education. It is not expected that this will make a substantial difference.

In re Ivery Chestnut

Debtor(s)

Case No.
Chapter

7

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 25 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date August 3, 2016

Signature /s/ Ivery Chestnut
Ivery Chestnut
Debtor

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

B7 (Official Form 7) (04/13)

United States Bankruptcy Court
District of South Carolina

In re Ivery Chestnut

Debtor(s)

Case No.
Chapter

7

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. If the answer to an applicable question is "None," mark the box labeled "None." If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any persons in control of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(2), (31).

1. Income from employment or operation of business

None ☐ State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the two years immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$36,360.00	2015 YTD: Debtor Department of Defense
\$88,760.00	2014: Debtor Department of Defense
\$66,648.00	2013: Debtor Department of Defense

2. Income other than from employment or operation of business

None ☐ State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the two years immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$9,754.00	2015 YTD: Debtor Retirement Income

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AMOUNT	SOURCE
\$23,058.00	2014: Debtor Retirement Income
\$27,780.00	2013: Debtor Retirement Income
\$8,682.00	2015 YTD: Debtor VA Disability
\$17,364.00	2014: Debtor VA Disability
\$17,364.00	2013: Debtor VA Disability

3. Payments to creditors

None
☐

Complete a, or b., as appropriate, and c.

a. *Individual or joint debtor(s) with primarily consumer debts:* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within 90 days immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
Wells Fargo 8480 Stagecoach Cir. Frederick, MD 21701	monthly mortgage payments	\$2,220.00	\$97,774.00
American General Finance P.O. Box 3251 Evansville, IN 47731	monthly car payment of \$120.00	\$360.00	\$3,767.00
*Mashell Chestnut %Daniel K. Felker, Attorney 9610 Two Notch Rd. Columbia, SC 29223	monthly alimony	\$250.00	\$0.00

None
☒

b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within 90 days immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$6,225*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
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None
☒

c. *All debtors:* List all payments made within one year immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
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* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

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4. Suits and administrative proceedings, executions, garnishments and attachments

- None ☐ a. List all suits and administrative proceedings to which the debtor is or was a party within one year immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
Midland Funding v. Ivery Chestnut C/A No.: 2014CP4001769	collection	Richland County Common Pleas Columbia, SC	Judgment against Ivery Chestnut in the amount of \$6,071.08
Ivery Chestnut v. Williamsburg East Homowners Maintenance Assoc. C/A No.: 2014CV4010602762	collection	Richland County	pending
Ivery M. Chestnut vs. Mashell Chestnut CA No.: 2014-DR-40-3574	divorce	Richland County Family Court	pending

- None ☒ b. Describe all property that has been attached, garnished or seized under any legal or equitable process within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
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5. Repossessions, foreclosures and returns

- None ☐ List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
Capital One 20525 N. Riverwoods Blvd. Lake Forest, IL 60046	March 13, 2016	2008 GSXR 600 motorcycle value \$6,000.00

6. Assignments and receiverships

- None ☐ a. Describe any assignment of property for the benefit of creditors made within 120 days immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
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- None ☒ b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
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7. Gifts

- None ☐ List all gifts or charitable contributions made within one year immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
Agape Church 424 Lee Rd Columbia, SC 29220		weekly contributions	20.00 a week

8. Losses

- None ☒ List all losses from fire, theft, other casualty or gambling within one year immediately preceding the commencement of this case or since the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
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9. Payments related to debt counseling or bankruptcy

- None ☐ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within one year immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYER IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
Law Office of Barbara E. Brunson P.O. Box 50843 Columbia, SC 29250	May 28, 2015	\$800.00
Dollar Learning Foundation, Inc.	June 8, 2015	\$25.00
Law Office of Barbara E. Brunson P.O. Box 50843 Columbia, SC 29250	July 20, 2015	\$700.00 balance of fees, \$33.00 credit report, \$95.00 filing fee installment

10. Other transfers

- None ☒ a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within two years immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
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- None ☒ b. List all property transferred by the debtor within ten years immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
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B7 (Official Form 7) (04/13)

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11. Closed financial accounts

None ☒ List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within one year immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
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12. Safe deposit boxes

None ☒ List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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13. Setoffs

None ☒ List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within 90 days preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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14. Property held for another person

None ☒ List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
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15. Prior address of debtor

None ☒ If the debtor has moved within three years immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
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16. Spouses and Former Spouses

None ☒ If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within eight years immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

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17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

- None ☐ a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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- None ☐ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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- None ☐ c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
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18. Nature, location and name of business

- None ☐ a. If the debtor is an individual, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within six years immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within six years immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within six years immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within six years immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
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- None ☐ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
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B7 (Official Form 7) (04/13)

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The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within six years immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

(An individual or joint debtor should complete this portion of the statement only if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

19. Books, records and financial statements

- None ☐ a. List all bookkeepers and accountants who within two years immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS

DATES SERVICES RENDERED

- None ☐ b. List all firms or individuals who within the two years immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME

ADDRESS

DATES SERVICES RENDERED

- None ☐ c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME

ADDRESS

- None ☐ d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within two years immediately preceding the commencement of this case.

NAME AND ADDRESS

DATE ISSUED

20. Inventories

- None ☐ a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY

INVENTORY SUPERVISOR

DOLLAR AMOUNT OF INVENTORY
(Specify cost, market or other basis)

- None ☐ b. List the name and address of the person having possession of the records of each of the inventories reported in a., above.

DATE OF INVENTORY

NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY
RECORDS

21. Current Partners, Officers, Directors and Shareholders

- None ☐ a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS

NATURE OF INTEREST

PERCENTAGE OF INTEREST

- None ☐ b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS

TITLE

NATURE AND PERCENTAGE
OF STOCK OWNERSHIP

B7 (Official Form 7) (04/13)

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22. Former partners, officers, directors and shareholders

None ☒ a. If the debtor is a partnership, list each member who withdrew from the partnership within one year immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL
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None ☒ b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within one year immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION
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23. Withdrawals from a partnership or distributions by a corporation

None ☒ If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during one year immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
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24. Tax Consolidation Group.

None ☒ If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within six years immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION	TAXPAYER IDENTIFICATION NUMBER (EIN)
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25. Pension Funds.

None ☒ If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within six years immediately preceding the commencement of the case.

NAME OF PENSION FUND	TAXPAYER IDENTIFICATION NUMBER (EIN)
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DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date July 21, 2015

Signature /s/ Ivery Chestnut
Ivery Chestnut
Debtor

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

B8 (Form 8) (12/08)

United States Bankruptcy Court
District of South Carolina

In re Ivery Chestnut

Debtor(s)

Case No.

Chapter

7

CHAPTER 7 INDIVIDUAL DEBTOR'S STATEMENT OF INTENTION

PART A - Debts secured by property of the estate. (Part A must be fully completed for EACH debt which is secured by property of the estate. Attach additional pages if necessary.)

Property No. 1	
Creditor's Name: American General Financial/Springleaf FI	Describe Property Securing Debt: Nissan Sentra 4 Cyl. sedan with 154000 miles that is currently not running.
Property will be (check one): ☐ Surrendered ☒ Retained	
If retaining the property, I intend to (check at least one): ☐ Redeem the property ☐ Reaffirm the debt ☒ Other. Explain <u>keep and pay</u> (for example, avoid lien using 11 U.S.C. § 522(f)).	
Property is (check one): ☐ Claimed as Exempt ☒ Not claimed as exempt	
Property No. 2	
Creditor's Name: Diamond Resorts Fs	Describe Property Securing Debt: Time share in Diamond Resorts, Intl. specific unit located in Kissimmee, Fl.
Property will be (check one): ☒ Surrendered ☐ Retained	
If retaining the property, I intend to (check at least one): ☐ Redeem the property ☐ Reaffirm the debt ☐ Other. Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f)).	
Property is (check one): ☐ Claimed as Exempt ☒ Not claimed as exempt	

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Property No. 3	
Creditor's Name: Gm Financial	Describe Property Securing Debt: Nissan 2013 370Z with 8,000 miles
Property will be (check one): ☒ Surrendered ☐ Retained	
If retaining the property, I intend to (check at least one): ☐ Redeem the property ☐ Reaffirm the debt ☐ Other. Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f)).	
Property is (check one): ☐ Claimed as Exempt ☒ Not claimed as exempt	

Property No. 4	
Creditor's Name: Wells Fargo Hm Mortgage	Describe Property Securing Debt: personal residence located at 200 Stafford Rd., Columbia, SC 29223
Property will be (check one): ☐ Surrendered ☒ Retained	
If retaining the property, I intend to (check at least one): ☐ Redeem the property ☐ Reaffirm the debt ☒ Other. Explain <u>keep and pay</u> (for example, avoid lien using 11 U.S.C. § 522(f)).	
Property is (check one): ☒ Claimed as Exempt ☐ Not claimed as exempt	

Property No. 5	
Creditor's Name: Wfs Financial/Wachovia Dealer Srvs	Describe Property Securing Debt: Toyota Corolla 2009 4 cyl. with 105,000 miles
Property will be (check one): ☐ Surrendered ☒ Retained	
If retaining the property, I intend to (check at least one): ☐ Redeem the property ☐ Reaffirm the debt ☒ Other. Explain <u>keep and pay</u> (for example, avoid lien using 11 U.S.C. § 522(f)).	
Property is (check one): ☒ Claimed as Exempt ☐ Not claimed as exempt	

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Page 3

PART B - Personal property subject to unexpired leases. (All three columns of Part B must be completed for each unexpired lease. Attach additional pages if necessary.)

Property No. 1		
Lessor's Name: -NONE-	Describe Leased Property:	Lease will be Assumed pursuant to 11 U.S.C. § 365(p)(2): ☐ YES ☐ NO

I declare under penalty of perjury that the above indicates my intention as to any property of my estate securing a debt and/or personal property subject to an unexpired lease.

Date July 21, 2015

Signature /s/ Ivery Chestnut
Ivery Chestnut
Debtor

LOCAL OFFICIAL FORM 1007-1(b) TO SC LBR 1007-1

United States Bankruptcy Court
District of South Carolina

In re Ivery Chestnut

Debtor(s)

Case No.

Chapter

7

CERTIFICATION VERIFYING CREDITOR MATRIX

The above named debtor, or attorney for the debtor if applicable, hereby certifies pursuant to South Carolina Local Bankruptcy Rule 1007-1 that the master mailing list of creditors submitted either on computer diskette, electronically filed via CM/ECF, or conventionally filed in a typed hard copy scannable format which has been compared to, and contains identical information to, the debtor's schedules, statements and lists which are being filed at this time or as they currently exist in draft form.

Master mailing list of creditors submitted via:

- (a) _____ computer diskette
(b) _____ scannable hard copy
(number of sheets submitted _____)
(c) X electronic version filed via CM/ECF

Date: July 21, 2015

/s/ Ivery Chestnut

Ivery Chestnut

Signature of Debtor

Date: July 21, 2015

/s/ Barbara E. Brunson

Signature of Attorney

Barbara E. Brunson

Law Office of Barbara E. Brunson

P.O. Box 50943

Columbia, SC 29250

(803) 799-0425 Fax: (877) 310-8766

Typed/Printed Name/Address/Telephone

5037

District Court I.D. Number

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA
NOTICE TO CONSUMER DEBTOR(S) UNDER § 342(b)
OF THE BANKRUPTCY CODE**

In accordance with § 342(b) of the Bankruptcy Code, this notice to individuals with primarily consumer debts: (1) Describes briefly the services available from credit counseling services; (2) Describes briefly the purposes, benefits and costs of the four types of bankruptcy proceedings you may commence; and (3) Informs you about bankruptcy crimes and notifies you that the Attorney General may examine all information you supply in connection with a bankruptcy case.

You are cautioned that bankruptcy law is complicated and not easily described. Thus, you may wish to seek the advice of an attorney to learn of your rights and responsibilities should you decide to file a petition. Court employees cannot give you legal advice.

Notices from the bankruptcy court are sent to the mailing address you list on your bankruptcy petition. In order to ensure that you receive information about events concerning your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address. If you are filing a joint case (a single bankruptcy case for two individuals married to each other), and each spouse lists the same mailing address on the bankruptcy petition, you and your spouse will generally receive a single copy of each notice mailed from the bankruptcy court in a jointly-addressed envelope, unless you file a statement with the court requesting that each spouse receive a separate copy of all notices.

1. Services Available from Credit Counseling Agencies

With limited exceptions, § 109(h) of the Bankruptcy Code requires that all individual debtors who file for bankruptcy relief on or after October 17, 2005, receive a briefing that outlines the available opportunities for credit counseling and provides assistance in performing a budget analysis. The briefing must be given within 180 days before the bankruptcy filing. The briefing may be provided individually or in a group (including briefings conducted by telephone or on the Internet) and must be provided by a nonprofit budget and credit counseling agency approved by the United States trustee or bankruptcy administrator. The clerk of the bankruptcy court has a list that you may consult of the approved budget and credit counseling agencies. Each debtor in a joint case must complete the briefing.

In addition, after filing a bankruptcy case, an individual debtor generally must complete a financial management instructional course before he or she can receive a discharge. The clerk also has a list of approved financial management instructional courses. Each debtor in a joint case must complete the course.

2. The Four Chapters of the Bankruptcy Code Available to Individual Consumer Debtors

Chapter 7: Liquidation (\$245 filing fee, \$75 administrative fee, \$15 trustee surcharge: Total Fee \$335)

Chapter 7 is designed for debtors in financial difficulty who do not have the ability to pay their existing debts. Debtors whose debts are primarily consumer debts are subject to a "means test" designed to determine whether the case should be permitted to proceed under chapter 7. If your income is greater than the median income for your state of residence and family size, in some cases, the United States trustee (or bankruptcy administrator), the trustee, or creditors have the right to file a motion requesting that the court dismiss your case under § 707(b) of the Code. It is up to the court to decide whether the case should be dismissed.

Under chapter 7, you may claim certain of your property as exempt under governing law. A trustee may have the right to take possession of and sell the remaining property that is not exempt and use the sale proceeds to pay your creditors.

The purpose of filing a chapter 7 case is to obtain a discharge of your existing debts. If, however, you are found to have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge and, if it does, the purpose for which you filed the bankruptcy petition will be defeated.

Even if you receive a general discharge, some particular debts are not discharged under the law. Therefore, you may still be responsible for most taxes and student loans; debts incurred to pay nondischargeable taxes; domestic support and property settlement obligations; most fines, penalties, forfeitures, and criminal restitution obligations; certain debts which are not properly listed in your bankruptcy papers; and debts for death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs. Also, if a creditor can prove that a debt arose from fraud, breach of fiduciary duty, or theft, or from a willful and malicious injury, the bankruptcy court may determine that the debt is not discharged.

Chapter 13: Repayment of All or Part of the Debts of an Individual with Regular Income (\$235 filing fee, \$75 administrative fee: Total Fee \$310)

Chapter 13 is designed for individuals with regular income who would like to pay all or part of their debts in installments over

a period of time. You are only eligible for chapter 13 if your debts do not exceed certain dollar amounts set forth in the Bankruptcy Code.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, using your future earnings. The period allowed by the court to repay your debts may be three years or five years, depending upon your income and other factors. The court must approve your plan before it can take effect.

After completing the payments under your plan, your debts are generally discharged except for domestic support obligations; most student loans; certain taxes; most criminal fines and restitution obligations; certain debts which are not properly listed in your bankruptcy papers; certain debts for acts that caused death or personal injury; and certain long term secured obligations.

Chapter 11: Reorganization (\$1,167 filing fee, \$550 administrative fee: Total Fee \$1,717)

Chapter 11 is designed for the reorganization of a business but is also available to consumer debtors. Its provisions are quite complicated, and any decision by an individual to file a chapter 11 petition should be reviewed with an attorney.

Chapter 12: Family Farmer or Fisherman (\$200 filing fee, \$75 administrative fee: Total Fee \$275)

Chapter 12 is designed to permit family farmers and fishermen to repay their debts over a period of time from future earnings and is similar to chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family-owned farm or commercial fishing operation.

3. Bankruptcy Crimes and Availability of Bankruptcy Papers to Law Enforcement Officials

A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury, either orally or in writing, in connection with a bankruptcy case is subject to a fine, imprisonment, or both. All information supplied by a debtor in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the United States Trustee, the Office of the United States Attorney, and other components and employees of the Department of Justice.

WARNING: Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information regarding your creditors, assets, liabilities, income, expenses and general financial condition. Your bankruptcy case may be dismissed if this information is not filed with the court within the time deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court. The documents and the deadlines for filing them are listed on Form B200, which is posted at http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure.

B 201B (Form 201B) (12/09)

**United States Bankruptcy Court
District of South Carolina**

In re Ivery Chestnut

Debtor(s)

Case No.

Chapter

7

**CERTIFICATION OF NOTICE TO CONSUMER DEBTOR(S)
UNDER § 342(b) OF THE BANKRUPTCY CODE**

Certification of Debtor

I (We), the debtor(s), affirm that I (we) have received and read the attached notice, as required by § 342(b) of the Bankruptcy Code.

Ivery Chestnut

Printed Name(s) of Debtor(s)

X /s/ Ivery Chestnut

Signature of Debtor

July 21, 2015

Date

Case No. (if known) _____

X _____

Signature of Joint Debtor (if any)

Date

Instructions: Attach a copy of Form B 201 A, Notice to Consumer Debtor(s) Under § 342(b) of the Bankruptcy Code.

Use this form to certify that the debtor has received the notice required by 11 U.S.C. § 342(b) only if the certification has NOT been made on the Voluntary Petition, Official Form B1. Exhibit B on page 2 of Form B1 contains a certification by the debtor's attorney that the attorney has given the notice to the debtor. The Declarations made by debtors and bankruptcy petition preparers on page 3 of Form B1 also include this certification.

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WARNING: Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information regarding your creditors, assets, liabilities, income, expenses and general financial condition. Your bankruptcy case may be dismissed if this information is not filed with the court within the time deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court. The documents and the deadlines for filing them are listed on Form B200, which is posted at http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure.

B 201B (Form 201B) (12/09)

United States Bankruptcy Court
District of South Carolina

In re Ivery Chestnut

Debtor(s)

Case No.
Chapter

7

CERTIFICATION OF NOTICE TO CONSUMER DEBTOR(S)
UNDER § 342(b) OF THE BANKRUPTCY CODE

Certification of Debtor

I (We), the debtor(s), affirm that I (we) have received and read the attached notice, as required by § 342(b) of the Bankruptcy Code.

Ivery Chestnut

Printed Name(s) of Debtor(s)

X /s/ Ivery Chestnut

Signature of Debtor

July 21, 2016

Date

Case No. (if known) ?

X

Signature of Joint Debtor (if any)

Date

Instructions: Attach a copy of Form B 201 A, Notice to Consumer Debtor(s) Under § 342(b) of the Bankruptcy Code.

Use this form to certify that the debtor has received the notice required by 11 U.S.C. § 342(b) only if the certification has NOT been made on the Voluntary Petition, Official Form B1. Exhibit B on page 2 of Form B1 contains a certification by the debtor's attorney that the attorney has given the notice to the debtor. The Declarations made by debtors and bankruptcy petition preparers on page 3 of Form B1 also include this certification.

ALLIED INTERSTATE INC
7525 WEST CAMPUS RD
NEW ALBANY OH 43054

AMERICAN GENERAL FINANCIAL/SPRINGLEAF FI
ATTENTION: BANKRUPTCY
PO BOX 3251
EVANSVILLE IN 47731

BENEVIS PRACTICE SERVICES
1090 NORTHCHASE PKWY SE SUITE 290
MARIETTA GA 30067

CAP1/SUZKI
26525 N RIVERWOODS BLVD
METTAWA IL 60045

CAPITAL ONE
ATTN: BANKRUPTCY
PO BOX 30285
SALT LAKE CITY UT 84130

CHASE CARD
P.O. BOX 15298
WILMINGTON DE 19850

CREDIT COLLECTION SERVICES
TWO WELLS AVE.
NEWTON CENTER MA 02459

CREDITORS FINANCIAL GROUP, LLC
P.O. BOX 440290
AURORA CO 80044-0290

DIAMOND RESORTS FS
10600 W CHARLESTON BLVD
LAS VEGAS NV 89135

ENTERPRISE RECOVERY SY
2000 YORK RD STE 114
OAK BROOK IL 60523

EXCHANGE CREDIT PROGRAM
P.O. BOX 650410
DALLAS TX 75265

FED LOAN SERV
PO BOX 60610
HARRISBURG PA 17106

GM FINANCIAL
PO BOX 181145
ARLINGTON TX 76096

HEMPHILL PRIDE
1401 GREGG ST.
COLUMBIA SC 29201

IC SYSTEMS COLLECTIONS
P.O. BOX 64378
SAINT PAUL MN 55164

INTEGRITY SOLUTION SERVICE
20 CORPORATE HILLS DR.
SAINT CHARLES MO 63301

INTERNAL REVEVUE SERVICE
CENTRALIZED INSOLVANCY UNIT
P.O. BOX 7346
PHILADELPHIA PA 19101-7346

MASHELL CHESTNUT
%DANIEL K. FELKER, ATTORNEY
SUITE 5
9610 TWO NOTCH RD
COLUMBIA SC 29223

MIDLAND FUNDING
8875 AERO DR STE 200
SAN DIEGO CA 92123

MILITARY STAR
3911 S WALTON WALKER BLV
DALLAS TX 75236

S.C. DEPARTMENT OF REVENUE AND TAXATION
P.O. BOX 12265
COLUMBIA SC 29211

TIME WARNER CABLE
3140 W. ARROWOOD RD.
CHARLOTTE NC 28273

UNIVERSAL COLLECTION SYSTEMS
5240 MENDENHALL PARK PLACE
MEMPHIS TN 38115

USAA SAVINGS BANK
PO BOX 47504
SAN ANTONIO TX 78265

WELLS FARGO HM MORTGAG
8480 STAGECOACH CIR
FREDERICK MD 21701

WFS FINANCIAL/WACHOVIA DEALER SRVS
PO BOX 3569
RANCHO CUCAMONGA CA 91729

LOCAL OFFICIAL FORM 1007-1(b) TO SC LBR 1007-1

United States Bankruptcy Court
District of South Carolina

In re Ivery Chestnut

Debtor(s)

Case No.

Chapter

7

CERTIFICATION VERIFYING CREDITOR MATRIX

The above named debtor, or attorney for the debtor if applicable, hereby certifies pursuant to South Carolina Local Bankruptcy Rule 1007-1 that the master mailing list of creditors submitted either on computer diskette, electronically filed via CM/ECF, or conventionally filed in a typed hard copy scannable format which has been compared to, and contains identical information to, the debtor's schedules, statements and lists which are being filed at this time or as they currently exist in draft form.

Master mailing list of creditors submitted via:

- (a) _____ computer diskette
- (b) _____ scannable hard copy
(number of sheets submitted _____)
- (c) X electronic version filed via CM/ECF

Date: July 21, 2015

/s/ Ivery Chestnut

Ivery Chestnut

Signature of Debtor

Date: July 21, 2015

/s/ Barbara E. Brunson

Signature of Attorney

Barbara E. Brunson

Law Office of Barbara E. Brunson

P.O. Box 50943

Columbia, SC 29250

(803) 799-0425 Fax: (877) 310-8788

Typed/Printed Name/Address/Telephone

5037

District Court I.D. Number

Case 15-03837-hb Doc 12 Filed 08/04/15 Entered 08/04/15 13:24:43 Desc Main Document Page 49 of 61
United States Bankruptcy Court
District of South Carolina

In re Ivery Chestnut

Debtor(s)

Case No.
Chapter

7

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$	<u>1,500.00</u>
Prior to the filing of this statement I have received	\$	<u>1,500.00</u>
Balance Due	\$	<u>0.00</u>

2. \$ 0.00 of the filing fee has been paid.
3. The source of the compensation paid to me was:
☒ Debtor ☐ Other (specify):
4. The source of compensation to be paid to me is:
☒ Debtor ☐ Other (specify):
5. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.
☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.
6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:
a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
d. Representation of the debtor in adversary proceedings and other contested bankruptcy matters;
e. [Other provisions as needed]
7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: July 21, 2015

/s/ Barbara E. Brunson
Barbara E. Brunson
Law Office of Barbara E. Brunson
P.O. Box 50943
Columbia, SC 29250
(803) 799-0425 Fax: (877) 310-8768
barbara@brunsonlawsc.com

Fill in this information to identify your case:

Debtor 1 Ivery Chestnut

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: District of South Carolina

Case number _____
(if known)

Check one box only as directed in this form and in Form 22A-1Supp:

☐ 1. There is no presumption of abuse

☒ 2. The calculation to determine if a presumption of abuse applies will be made under *Chapter 7 Means Test Calculation* (Official Form 22A-2).

☐ 3. The Means Test does not apply now because of qualified military service but it could apply later.

☐ Check if this is an amended filing

Official Form 22A - 1 Chapter 7 Statement of Your Current Monthly Income

12/14

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for being accurate. If more space is needed, attach a separate sheet to this form. Include the line number to which the additional information applies. On the top of any additional pages, write your name and case number (if known). If you believe that you are exempted from a presumption of abuse because you do not have primarily consumer debts or because of qualifying military service, complete and file *Statement of Exemption from Presumption of Abuse Under § 707(b)(2)* (Official Form 22A-1Supp) with this form.

Part 1: Calculate Your Current Monthly Income

1. What is your marital and filing status? Check one only.

- ☐ Not married. Fill out Column A, lines 2-11.
- ☐ Married and your spouse is filing with you. Fill out both Columns A and B, lines 2-11.
- ☒ Married and your spouse is NOT filing with you. You and your spouse are:
- ☐ Living in the same household and are not legally separated. Fill out both Columns A and B, lines 2-11.
- ☒ Living separately or are legally separated. Fill out Column A, lines 2-11; do not fill out Column B. By checking this box, you declare under penalty of perjury that you and your spouse are legally separated under nonbankruptcy law that applies or that you and your spouse are living apart for reasons that do not include evading the Means Test requirements. 11 U.S.C. § 707(b)(7)(B).

Fill in the average monthly income that you received from all sources, derived during the 6 full months before you file this bankruptcy case. 11 U.S.C. § 101(10A). For example, if you are filing on September 15, the 6-month period would be March 1 through August 31. If the amount of your monthly income varied during the 6 months, add the income for all 6 months and divide the total by 6. Fill in the result. Do not include any income amount more than once. For example, if both spouses own the same rental property, put the income from that property in one column only. If you have nothing to report for any line, write \$0 in the space.

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
2. Your gross wages, salary, tips, bonuses, overtime, and commissions (before all payroll deductions).	\$ <u>6,062.87</u>	\$ _____
3. Alimony and maintenance payments. Do not include payments from a spouse if Column B is filled in.	\$ <u>0.00</u>	\$ _____
4. All amounts from any source which are regularly paid for household expenses of you or your dependents, including child support. Include regular contributions from an unmarried partner; members of your household, your dependents, parents, and roommates. Include regular contributions from a spouse only if Column B is not filled in. Do not include payments you listed on line 3.	\$ <u>0.00</u>	\$ _____
5. Net income from operating a business, profession, or farm		
Gross receipts (before all deductions)	\$ <u>0.00</u>	
Ordinary and necessary operating expenses	-\$ <u>0.00</u>	
Net monthly income from a business, profession, or farm	\$ <u>0.00</u>	Copy here -> \$ <u>0.00</u>
6. Net income from rental and other real property		
Gross receipts (before all deductions)	\$ <u>0.00</u>	
Ordinary and necessary operating expenses	-\$ <u>0.00</u>	
Net monthly income from rental or other real property	\$ <u>0.00</u>	Copy here -> \$ <u>0.00</u>
7. Interest, dividends, and royalties	\$ <u>0.00</u>	\$ _____

Debtor 1

Ivery Chestnut

Document

Page 51 of 61

Case number (if known)

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
8. Unemployment compensation	\$ 0.00	\$
Do not enter the amount if you contend that the amount received was a benefit under the Social Security Act. Instead, list it here:		
For you	\$ 0.00	
For your spouse	\$	
9. Pension or retirement income. Do not include any amount received that was a benefit under the Social Security Act.	\$ 1,950.00	\$
10. Income from all other sources not listed above. Specify the source and amount. Do not include any benefits received under the Social Security Act or payments received as a victim of a war crime, a crime against humanity, or international or domestic terrorism. If necessary, list other sources on a separate page and put the total on line 10c.		
10a. VA Disability	\$ 1,447.71	\$
10b.	\$ 0.00	\$
10c. Total amounts from separate pages, if any.	+ \$ 0.00	\$
11. Calculate your total current monthly income. Add lines 2 through 10 for each column. Then add the total for Column A to the total for Column B.	\$ 9,460.68	+ \$ = \$ 9,460.68
		Total current monthly income
Part 2: Determine Whether the Means Test Applies to You		
12. Calculate your current monthly income for the year. Follow these steps:		
12a. Copy your total current monthly income from line 11	Copy line 11 here=>	12a. \$ 9,460.68
Multiply by 12 (the number of months in a year)		x 12
12b. The result is your annual income for this part of the form		12b. \$ 113,528.16
13. Calculate the median family income that applies to you. Follow these steps:		
Fill in the state in which you live.	SC	
Fill in the number of people in your household.	3	
Fill in the median family income for your state and size of household.		13. \$ 54,904.00
14. How do the lines compare?		
14a. ☐ Line 12b is less than or equal to line 13. On the top of page 1, check box 1, <i>There is no presumption of abuse.</i> Go to Part 3.		
14b. ☒ Line 12b is more than line 13. On the top of page 1, check box 2, <i>The presumption of abuse is determined by Form 22A-2.</i> Go to Part 3 and fill out Form 22A-2.		
Part 3: Sign Below		
By signing here, I declare under penalty of perjury that the information on this statement and in any attachments is true and correct.		
X Ivery Chestnut Signature of Debtor 1		
Date August 3, 2015 MM/DD/YYYY		
If you checked line 14a, do NOT fill out or file Form 22A-2.		
If you checked line 14b, fill out Form 22A-2 and file it with this form.		

Fill in this information to identify your case:

Debtor 1 Ivery Chestnut

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: District of South Carolina

Case number
(if known)

Check one box only as directed in lines 40 or 42:

According to the calculations required by this Statement:

☒ 1. There is no presumption of abuse.

☐ 2. There is a presumption of abuse.

☐ Check if this is an amended filing

Official Form 22A - 2 Chapter 7 Means Test Calculation

12/14

To fill out this form, you will need your completed copy of *Chapter 7 Statement of Your Current Monthly Income* (Official Form 22A-1).

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for being accurate. If more space is needed, attach a separate sheet to this form, include the line number to which additional information applies. On the top any additional pages, write your name and case number (if known).

Part 1: Calculate Your Adjusted Income

1. Copy your total current monthly income. _____ Copy line 11 from Official Form 22A-1 here=> 1. \$ 9,460.68

2. Did you fill out Column B in Part 1 of Form 22A-1?

☒ No. Fill in \$0 on line 3d.

☐ Yes. Is your spouse Filing with you?

☐ No. Go to line 3.

☐ Yes. Fill in \$0 on line 3d.

3. Adjust your current monthly income by subtracting any part of your spouse's income not used to pay for the household expenses of you or your dependents. Follow these steps:

☒ No. Fill in \$0 on line 3d.

☐ Yes. Fill in the information below:

State each purpose for which the income was used

For example, the income is used to pay your spouse's tax debt or to support other than you or your dependents.

Fill in the amount you
are subtracting from
your spouse's income

3a. _____ \$ _____

3b. _____ \$ _____

3c. _____ \$ _____

3d. Total. Add lines 3a, 3b, and 3c _____ \$ 0.00

Copy total here=>...3d. - \$ 0.00

4. Adjust your current monthly income. Subtract line 3d from line 1.

\$ 9,460.68

Debtor 1 **Ivery Chestnut**

Case number (if known)

Part 2: Calculate Your Deductions from Your Income

The Internal Revenue Service (IRS) issues National and Local Standards for certain expense amounts. Use these amounts to answer the questions in lines 6-16. To find the IRS standards, go online using the link specified in the separate instructions for this form. This information may also be available at the bankruptcy clerk's office.

Deduct the expense amounts set out in lines 6-15 regardless of your actual expense. In later parts of the form, you will use some of your actual expenses if they are higher than the standards. Do not deduct any amounts that you subtracted from your spouse's income in line 3 and do not deduct any operating expenses that you subtracted from income in lines 6 and 8 of form 22A-1.

If your expenses differ from month to month, enter the average expense.

Whenever this part of the form refers to you, it means both you and your spouse if Column B of Form 22A-1 is filled in.

5. The number of people used in determining your deductions from income

Fill in the number of people who could be claimed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support. This number may be different from the number of people in your household.

3

National Standards You must use the IRS National Standards to answer the questions in lines 6-7.

6. Food, clothing, and other items: Using the number of people you entered in line 5 and the IRS National Standards, fill in the dollar amount for food, clothing, and other items.

\$ **1,249.00**

7. Out-of-pocket health care allowance: Using the number of people you entered in line 5 and the IRS National Standards, fill in the dollar amount for out-of-pocket health care. The number of people is split into two categories—people who are under 65 and people who are 65 or older—because older people have a higher IRS allowance for health care costs. If your actual expenses are higher than this IRS amount, you may deduct the additional amount on line 22.

People who are under 65 years of age

7a. Out-of-pocket health care allowance per person \$ **60**

7b. Number of people who are under 65 X **3**

7c. Subtotal. Multiply line 7a by line 7b. \$ **180.00** Copy line 7c here=> \$ **180.00**

People who are 65 years of age or older

7d. Out-of-pocket health care allowance per person \$ **144**

7e. Number of people who are 65 or older X **0**

7f. Subtotal. Multiply line 7d by line 7e. \$ **0.00** Copy line 7f here=> \$ **0.00**

7g. Total. Add line 7c and line 7f

\$ **180.00**

Copy total here=> 7g. \$ **180.00**

Debtor 1 Ivery Chestnut

Case number (if known)

Local Standards You must use the IRS Local Standards to answer the questions in lines 8-15.

Based on information from the IRS, the U.S. Trustee Program has divided the IRS Local Standard for housing for bankruptcy purposes into two parts:

Housing and utilities - Insurance and operating expenses
Housing and utilities - Mortgage or rent expenses

To answer the questions in lines 8-9, use the U.S. Trustee Program chart.

To find the chart, go online using the link specified in the separate instructions for this form. This chart may also be available at the bankruptcy clerk's office.

8. Housing and utilities - Insurance and operating expenses: Using the number of people you entered in line 5, fill in the dollar amount listed for your county for insurance and operating expenses. \$ 572.00

9. Housing and utilities - Mortgage or rent expenses:

9a. Using the number of people you entered in line 5, fill in the dollar amount listed for your county for mortgage or rent expenses.

9a. \$ 1,039.00

9b. Total average monthly payment for all mortgages and other debts secured by your home.

To calculate the total average monthly payment, add all amounts that are contractually due to each secured creditor in the 60 months after you file for bankruptcy. Then divide by 60.

Name of the creditor

Average monthly payment

Wells Fargo Hm Mortgag\$ 741.00

9b. Total average monthly payment

\$ 741.00Copy line 9b here=> -\$ 741.00

9c. Net mortgage or rent expense.

Subtract line 9b (total average monthly payment) from line 9a (mortgage or rent expense). If this amount is less than \$0, enter \$0.

9c. \$ 298.00Copy line 9c here=> \$ 298.0010. If you claim that the U.S. Trustee Program's division of the IRS Local Standard for housing is incorrect and affects the calculation of your monthly expenses, fill in any additional amount you claim. \$ 0.00

Explain why: _____

11. Local transportation expenses: Check the number of vehicles for which you claim an ownership or operating expense.

☐ 0. Go to line 14.☐ 1. Go to line 12.☒ 2 or more. Go to line 12.12. Vehicle operation expense: Using the IRS Local Standards and the number of vehicles for which you claim the operating expenses, fill in the Operating Costs that apply for your Census region or metropolitan statistical area. \$ 488.00

Debtor 1 Ivery Chestnut

Case number (if known)

13. Vehicle ownership or lease expense: Using the IRS Local Standards, calculate the net ownership or lease expense for each vehicle below. You may not claim the expense if you do not make any loan or lease payments

Vehicle 1 Describe Vehicle 1: Toyota Corolla 2008 4 cyl. with 105,000 miles

13a. Ownership or leasing costs using IRS Local Standard 13a. \$ 517.00

13b. Average monthly payment for all debts secured by Vehicle 1.
Do not include costs for leased vehicles.

To calculate the average monthly payment here and on line 13e, add all amounts that are contractually due to each secured creditor in the 60 months after you filed for bankruptcy. Then divide by 60.

Name of each creditor for Vehicle 1	Average monthly payment
<u>Wfs Financial/Wachovia Dealer Svcs</u>	\$ <u>190.13</u>
	Copy 13b here => -\$ <u>190.13</u>

13c. Net Vehicle 1 ownership or lease expense
Subtract line 13b from line 13a. If this amount is less than \$0, enter \$0.

13c. \$ 326.87 Copy net Vehicle 1 expense here => \$ 326.87

Vehicle 2 Describe Vehicle 2: Nissan Sentra 4 Cyl. sedan with 154000 miles that is currently not running.

13d. Ownership or leasing costs using IRS Local Standard 13d. \$ 517.00

13e. Average monthly payment for all debts secured by Vehicle 2. Do not include costs for leased vehicles.

Name of each creditor for Vehicle 2	Average monthly payment
<u>American General Financial/Springleaf FI</u>	\$ <u>95.66</u>
	Copy 13e here => -\$ <u>95.66</u>

13f. Net Vehicle 2 ownership or lease expense
Subtract line 13e from line 13d. If this amount is less than \$0, enter \$0.

13f. \$ 421.34 Copy net Vehicle 2 expense here => \$ 421.34

14. Public transportation expense: If you claimed 0 vehicles in line 11, using the IRS Local Standards, fill in the Public Transportation expense allowance regardless of whether you use public transportation. \$ 0.00

15. Additional public transportation expense: If you claimed 1 or more vehicles in line 11 and if you claim that you may also deduct a public transportation expense, you may fill in what you believe is the appropriate expense, but you may not claim more than the IRS Local Standard for Public Transportation. \$ 0.00

Debtor: Ivery Chestnut

Case number (if known)

Other Necessary Expenses In addition to the expense deductions listed above, you are allowed your monthly expenses for the following IRS categories.

16. **Taxes:** The total monthly amount that you will actually owe for federal, state and local taxes, such as income taxes, self-employment taxes, social security taxes, and Medicare taxes. You may include the monthly amount withheld from your pay for these taxes. However, if you expect to receive a tax refund, you must divide the expected refund by 12 and subtract that number from the total monthly amount that is withheld to pay for taxes.

Do not include real estate, sales, or use taxes.

\$ 2,005.00

17. **Involuntary deductions:** The total monthly payroll deductions that your job requires, such as retirement contributions, union dues, and uniform costs.

Do not include amounts that are not required by your job, such as voluntary 401(k) contributions or payroll savings.

\$ 44.00

18. **Life insurance:** The total monthly premiums that you pay for your own term life insurance. If two married people are filing together, include payments that you make for your spouse's term life insurance. Do not include premiums for life insurance on your dependents, for a non-filing spouse's life insurance, or for any form of life insurance other than term.

\$ 22.50

19. **Court-ordered payments:** The total monthly amount that you pay as required by the order of a court or administrative agency, such as spousal or child support payments.

Do not include payments on past due obligations for spousal or child support. You will list these obligations in line 35.

\$ 250.00

20. **Education:** The total monthly amount that you pay for education that is either required:

as a condition for your job, or
for your physically or mentally challenged dependent child if no public education is available for similar services.

\$ 0.00

21. **Childcare:** The total monthly amount that you pay for childcare, such as babysitting, daycare, nursery, and preschool.

Do not include payments for any elementary or secondary school education.

\$ 0.00

22. **Additional health care expenses, excluding insurance costs:** The monthly amount that you pay for health care that is required for the health and welfare of you or your dependents and that is not reimbursed by insurance or paid by a health savings account. Include only the amount that is more than the total entered in line 7.

Payments for health insurance or health savings accounts should be listed only in line 25.

\$ 0.00

23. **Optional telephone and telephone services:** The total monthly amount that you pay for telecommunication services for you and your dependents, such as pagers, call waiting, caller identification, special long distance, or business call phone service, to the extent necessary for your health and welfare or that of your dependents or for the production of income, if it is not reimbursed by your employer.

Do not include payments for basic home telephone, Internet and cell phone service. Do not include self-employment expenses, such as those reported on line 5 of Official Form 22A-1, or any amount you previously deducted.

+\$ 0.00

24. **Add all of the expenses allowed under the IRS expense allowances.**
Add lines 6 through 23.

\$ 5,858.71

Additional Expense Deductions These are additional deductions allowed by the Means Test.

Note: Do not include any expense allowances listed in lines 6-24.

25. Health insurance, disability insurance, and health savings account expenses. The monthly expenses for health insurance, disability insurance, and health savings accounts that are reasonably necessary for yourself, your spouse, or your dependents.

Health insurance \$ 153.48

Disability insurance \$ 10.55

Health savings account + \$ 0.00

Total \$ 164.03

Copy total here=> \$ 164.03

Do you actually spend this total amount?

☐
☒

No. How much do you actually spend?

Yes

\$

26. Continued contributions to the care of household or family members. The actual monthly expenses that you will continue to pay for the reasonable and necessary care and support of an elderly, chronically ill, or disabled member of your household or member of your immediate family who is unable to pay for such expenses.

\$ 1,906.00

27. Protection against family violence. The reasonably necessary monthly expenses that you incur to maintain the safety of you and your family under the Family Violence Prevention and Services Act or other federal laws that apply.

By law, the court must keep the nature of these expenses confidential.

\$ 0.00

28. Additional home energy costs. Your home energy costs are included in your non-mortgage housing and utilities allowance on line 8.

If you believe that you have home energy costs that are more than the home energy costs included in the non-mortgage housing and utilities allowance, then fill in the excess amount of home energy costs.

You must give your case trustee documentation of your actual expenses, and you must show that the additional amount claimed is reasonable and necessary.

\$ 0.00

29. Education expenses for dependent children who are younger than 18. The monthly expenses (not more than \$156.26* per child) that you pay for your dependent children who are younger than 18 years old to attend a private or public elementary or secondary school.

You must give your case trustee documentation of your actual expenses, and you must explain why the amount claimed is reasonable and necessary and not already accounted for in lines 6-23.

* Subject to adjustment on 4/01/16, and every 3 years after that for cases begun on or after the date of adjustment.

\$ 0.00

30. Additional food and clothing expense. The monthly amount by which your actual food and clothing expenses are higher than the combined food and clothing allowances in the IRS National Standards. That amount cannot be more than 5% of the food and clothing allowances in the IRS National Standards.

To find a chart showing the maximum additional allowance, go online using the link specified in the separate instructions for this form. This chart may also be available at the bankruptcy clerk's office.

You must show that the additional amount claimed is reasonable and necessary.

\$ 0.00

31. Continuing charitable contributions. The amount that you will continue to contribute in the form of cash or financial instruments to a religious or charitable organization. 26 U.S.C. § 170(c)(1)-(2).

\$ 240.00

32. Add all of the additional expense deductions
Add lines 25 through 31.

\$ 2,310.03

Debtor 1 Ivery Chestnut

Case number (if known)

Deductions for Debt Payment

33. For debts that are secured by an interest in property that you own, including home mortgages, vehicle loans, and other secured debt, fill in lines 33a through 33g.

To calculate the total average monthly payment, add all amounts that are contractually due to each secured creditor in the 60 months after you file for bankruptcy. Then divide by 60.

Mortgages on your home:

33a. Copy line 9b here Average monthly payment
\$ 741.00

Loans on your first two vehicles

33b. Copy line 13b here \$ 190.13

33c. Copy line 13e here \$ 95.66

Name of each creditor for other secured debt	Identify property that secures the debt	Does payment include taxes or insurance?	
33d. <u>-NONE-</u>		☐ No	
		☐ Yes	\$
33e.		☐ No	
		☐ Yes	\$
33f.		☐ No	
		☐ Yes	+\$

33g. Total average monthly payment. Add lines 33a through 33f \$ 1,026.79 Copy total here=> \$ 1,026.79

34. Are any debts that you listed in line 33 secured by your primary residence, a vehicle, or other property necessary for your support or the support of your dependents?

- ☒ No. Go to line 35.
☐ Yes. State any amount that you must pay to a creditor, in addition to the payments listed in line 33, to keep possession of your property (called the *cure amount*). Next, divide by 60 and fill in the information below.

Name of the creditor	Identify property that secures the debt	Total cure amount	Monthly cure amount
<u>-NONE-</u>		\$	+ 60 = \$
		Total \$ 0.00	Copy total here=> \$ 0.00

35. Do you owe any priority claims such as a priority tax, child support, or alimony - that are past due as of the filing date of your bankruptcy case? 11 U.S.C. § 507.

- ☐ No. Go to line 38.
☒ Yes. Fill in the total amount of all of these priority claims. Do not include current or ongoing priority claims, such as those you listed in line 19.

Total amount of all past-due priority claims \$ 5,716.00 ÷ 60 = \$ 95.27

Debtor 1 Ivery Chestnut

Case number (if known)

36. Are you eligible to file a case under Chapter 13? 11 U.S.C. § 109(e).
For more information, go online using the link for *Bankruptcy Basics* specified in the separate instructions for this form. *Bankruptcy Basics* may also be available at the bankruptcy clerk's office.

- ☐ No. Go to line 37.
☒ Yes. Fill in the following information.

Projected monthly plan payment if you were filing under Chapter 13 \$ 500.00

Current multiplier for your district as stated on the list issued by the Administrative Office of the United States Courts (for districts in Alabama and North Carolina) or by the Executive Office for United States Trustees (for all other districts).

x 9.80

Average monthly administrative expense if you were filing under Chapter 13

\$ 48.00

Copy total here=> \$ 48.00

37. Add all of the deductions for debt payment.
Add lines 33g through 36.

\$ 1,170.06

Total Deductions from Income

38. Add all of the allowed deductions.

Copy line 24, All of the expenses allowed under IRS expense allowances

\$ 5,856.71

Copy line 32, All of the additional expense deductions

\$ 2,310.03

Copy line 37, All of the deductions for debt payment

+ \$ 1,170.06

Total deductions

\$ 9,336.80

Copy total here=> \$ 9,336.80

Part 3: Determine Whether There is a Presumption of Abuse

39. Calculate monthly disposable income for 60 months

39a. Copy line 4, adjusted current monthly income

\$ 9,460.68

39b. Copy line 38, Total deductions

- \$ 9,336.80

39c. Monthly disposable income, 11 U.S.C. § 707(b)(2).
Subtract line 39b from line 39a

\$ 123.88

Copy line 39c here=> \$ 123.88

For the next 60 months (5 years)

x 60

39d. Total. Multiply line 39c by 60

39d. \$ 7,432.80

Copy line 39d here=> \$ 7,432.80

40. Find out whether there is a presumption of abuse. Check the box that applies:

- ☒ The line 39d is less than \$7,475*. On the top of page 1 of this form, check box 1, *There is no presumption of abuse*. Go to Part 5.
☐ The line 39d is more than \$12,476*. On the top of page 1 of this form, check box 2, *There is a presumption of abuse*. You may fill out Part 4 if you claim special circumstances. Go to Part 5.
☐ The line 39d is at least \$7,475*, but not more than \$12,476*. Go to line 41.

*Subject to adjustment on 4/01/16, and every 3 years after that for cases filed on or after the date of adjustment.

Debtor 1 Ivery Chestnut

Case number (if known) _____

41. 41a. Fill in the amount of your total nonpriority unsecured debt. If you filled out *A Summary of Your Assets and Liabilities and Certain Statistical Information Schedules* (Official form 6), you may refer to line 5 on that form.

41a. \$ _____
x .25

- 41b. 25% of your total nonpriority unsecured debt. 11 U.S.C. § 707(b)(2)(A)(i)(1)
Multiply line 41a by 0.25.

\$ _____

Copy
here=>

\$ _____

42. Determine whether the income you have left over after subtracting all allowed deductions is enough to pay 25% of your unsecured, nonpriority debt.
Check the box that applies:

- ☐ Line 39d is less than line 41b. On the top of page 1 of this form, check box 1, *There is no presumption of abuse.* Go to Part 5.
- ☐ Line 39d is equal to or more than line 41b. On the top of page 1 of this form, check box 2, *There is a presumption of abuse.* You may fill out Part 4 if you claim special circumstances. Then go to Part 5.

Part 4: Give Details About Special Circumstances

43. Do you have any special circumstances that justify additional expenses or adjustments of current monthly income for which there is no reasonable alternative? 11 U.S.C. § 707(b)(2)(B).

- ☒ No. Go to Part 5.
- ☐ Yes. Fill in the following information. All figures should reflect your average monthly expense or income adjustment for each item. You may include expenses you listed in line 25.

You must give a detailed explanation of the special circumstances that make the expenses or income adjustments necessary and reasonable. You must also give your case trustee documentation of your actual expenses or income adjustments.

Give a detailed explanation of the special circumstances

Average monthly expense
or income adjustment

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Part 5: Sign Below

By signing here, I declare under penalty of perjury that the information on this statement and in any attachments is true and correct.

X /s/ Ivery Chestnut
Ivery Chestnut
Signature of Debtor 1

Date August 3, 2015
MM/DD/YYYY

Debtor: Ivery Chestnut

Document Page 61 of 61

Case number (if known)

Current Monthly Income Details for the Debtor**Debtor Income Details:**

Income for the Period 01/01/2015 to 06/30/2015.

Line 2 - Gross wages, salary, tips, bonuses, overtime, commissions

Source of Income: Dept. of Defense Civilian

Income by Month:

6 Months Ago:	01/2015	\$5,279.80
5 Months Ago:	02/2015	\$5,569.00
4 Months Ago:	03/2015	\$5,560.00
3 Months Ago:	04/2015	\$8,340.00
2 Months Ago:	05/2015	\$8,089.00
Last Month:	06/2015	\$5,560.00
Average per month:		\$8,062.97

Line 9 - Pension and retirement income

Source of Income: Department of Defense

Income by Month:

6 Months Ago:	01/2015	\$1,950.00
5 Months Ago:	02/2015	\$1,950.00
4 Months Ago:	03/2015	\$1,950.00
3 Months Ago:	04/2015	\$1,950.00
2 Months Ago:	05/2015	\$1,950.00
Last Month:	06/2015	\$1,950.00
Average per month:		\$1,950.00

Line 10 - Income from all other sources

Source of Income: VA Disability

Income by Month:

6 Months Ago:	01/2015	\$1,447.71
5 Months Ago:	02/2015	\$1,447.71
4 Months Ago:	03/2015	\$1,447.71
3 Months Ago:	04/2015	\$1,447.71
2 Months Ago:	05/2015	\$1,447.71
Last Month:	06/2015	\$1,447.71
Average per month:		\$1,447.71

**THE STATE OF SOUTH CAROLINA
in The Court of Appeals**

APPEAL FROM RICHLAND COUNTY
In the Family Court

George M. McFaddin, Jr., Family Court Judge

Civil Action No. 2014-DR-40-3574

Ivery M. Chestnut,..... Appellant,

v.

Mashell Chestnut,. Respondent.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material
proposed to be included by any of the parties and not any other material.



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April 24, 2017