THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM HORRY COUNTY

Court of Common Pleas

Cynthia Graham Howe, Master-in-Equity Judge

Appellate Case No.: 2016-001550

Branch Banking and Trust Company .....Respondent

v.

RECEIVED
JUL 26 2017
SC Court of Appeals

Cindy B. Hunt; Willow Greens

Homeowners Association, Inc.;

CJ Developers, LLC.....Defendant(s),

Of Whom Cindy B. Hunt is .....Appellant

RECORD ON APPEAL: Volume 4 pages 1453-1942

Cindy B. Hunt, Pro Se, SC Bar # 65408.
195 D Willow Green Drive
Conway, SC 29526
843 488-1131

Counsel of Record For BBT: Sean Foerster
Rogers Townsend & Thomas, PC
PO Box 100200
Columbia, SC 29202

INDEX

1. Orders/Judgments

Lawsuit # 1 – 4:09-cv-02151

3/23/2011 Order (exhibit # 41)	Pages 1-16
11/29/2011 Order (exhibit # 39)	Pages 17-19
5/16/2012 Judgment/Unp Op (exhibit # 40)	Pages 20-27
6/26/2012 Order (exhibit # 40)	Page 28

Lawsuit # 2 -4:11-cv-00870

3/13/2013 Order (exhibit # 52)	Pages 29-42
3/13/2013 Judgment (exhibit # 52)	Pages 43-44

Lawsuit # 3 – 2012-CP-26-5264 & 4:12-cv-02216

1/25/2013 RR (exhibit # 61)	Pages 45-49
3/13/2013 Order (exhibit # 43)	Pages 50-56
3/13/2013 Judgment (exhibit # 43)	Pages 57-58

Lawsuit # 4 – 2013-CP-26-2528 & 4:14-cv-04352

11/04/2013 General Order of Reference	Pages 59-62
5/6/2014 Scheduling Order	Pages 63-66
10/20/2014 Order re 6/6/2014 MFS[1]	Pages 67-70
10/22/2014 Order involving 8/2/2013 CC[2]	Pages 71-84
10/28/2014 Order re 9/30/2014 MFDJ, etc.(exhibit # 94)	Pages 85-90
11/25/2014 Order from USDC (exhibit # 101)	Pages 91-97
1/13/2015 Order (exhibit # 84)	Pages 98-112
4/15/2015 RR (exhibit # 85)	Pages 113-121

[1] The hearing on the MFS was held 9/17/2014. This appeal does not include the 10/20/2014 Order. The 10/20/2014 Order has an outstanding motion to alter or amend in the lower court.

[2] A hearing was held on several motions on 4/21/2014. This appeal does not include the 10/22/2014 Order. The 10/22/2014 Order has an outstanding motion to alter or amend in the lower court.

Orders/Judgments continued

5/08/2015 Order of Remand (exhibit # 86) Pages 122-129

5/11/2015 Order of Remand (exhibit # 87) Pages 130-135

6/03/2015 Order re MFAFC (exhibit # 98) Pages 136-138

6/15/2016 Order re the 11/10/2015 hearing on three motions:

(1) 10/30/2014 MTAOA under Rule 59(e), SCRCP (re 10/28/2014 Order);

(2) 8/11/2015 Motion: Lack of Jurisdiction, Rule 59 and 60, SCRCP (re 1/13/2015 Order); and

(3) 8/11/2015 Motion: Lack of Jurisdiction, Rule 59 and 60, SCRCP (re 6/03/2015 Order).- Pages 139-146

2. Pleadings

Lawsuit # 1 – 4:09-cv-02151

8/31/2009 Amended Complaint Pages 147-154

5/20/2010 SA Complaint exhibit # 38 Pages 155-164

Lawsuit # 2 -4:11-cv-00870

5/10/2011 Amended Complaint Pages 165-232

Lawsuit # 3 – 2012-CP-26-5264 & 4:12-cv-02216[3]

7/9/2012 & 8/6/2012 Complaint & Index Pages 233-260

Lawsuit # 4 – 2013-CP-26-2528 & 4:14-cv-04352[4]

4/16/2013 Complaint (Foreclosure) Pages 261-272

8/2/2013 Answer Pages 273-276

8/2/2013 Counterclaims Pages 277-298

[3] See 08/06/2012 Notice of Removal by BBT

[4] See 11/10/2014 Notice of Removal by Hunt

6/6/2014 First Amended Counterclaims (FAC) Pages 299-338

3. Pleadings / Motions to Dismiss (MTD)

Lawsuit # 1 – 4:09-cv-02151

10/27/2009 MTD and Memorandum Pages 339-354

5/29/2010 MTD & Memorandum Pages 355-380

Lawsuit # 2 -4:11-cv-00870

6/19/2012 MTD[5] and Memorandum Pages 381-390

Lawsuit # 3 – 2012-CP-26-5264 & 4:12-cv-02216

8/9/2012 MTD (exhibit # 88 & exhibit # 49 entry # 9) and Memorandum at exhibit # 49 entry # 9-3) Pages 391-422[6]

Lawsuit # 4 – 2013-CP-26-2528 & 4:14-cv-04352

9/5/2013 MTD[7] (exhibit # 89) Pages 423-428

6/2[5][8]/2014 2nd MTD the FAC[9] (exhibit # 90) Pages 429-432

4. Affidavits of Default, Response, Entry of Default, Motion for Default Judgment (MFDJ, etc) and Notice, etc

7/15/2014 Affidavits of Default (14) Pages 433-474

7/15/2014 Affidavits of Default and Response to Plaintiff's motion to dismiss the first amended counterclaims Pages 475-492

9/30/2014 Entry of Default (40) Pages 493-532

9/30/2014 Motion for Default Judgment (MFDJ, etc) Pages 533-538

7/15/2014 Cert of Service; 9/30/2014 Cert of Service; 9/30/2014 Receipt for MFDJ, etc; and 9/30/2014 Notice of Hearing Pages 539-546

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[5] Under Rule 12(b)(2) and 12(b)(5) FRCP.

[6] HC Public Index - see Pages 1933-1935; and Notice of Withdrawal - see Pages 1936-1938.

[7] No Memorandum was filed with the MTD.

[8] In several documents in the Record - Hunt has mistakenly referred to this document with a file date of 6/23/2014. The correct file date is 6/25/2014.

[9] No Memorandum was filed with the MTD.

5. Transcripts

9/21/2011 Transcript (exhibit # 64) Pages 547-556

5/20/2014 Transcript Pages 557-828

10/14/2014 Transcript (exhibit # 107) Pages 829-958

11/10/2015 Transcript Pages 959-1072

6. Other Motions

10/30/2014 Motion to Alter or Amend [] (MTAOA) Pages 1073-1086

5/27/2015 Motion under SCRCP 41 Pages 1087-1094

8/11/2015 Motion: Lack of Jurisdiction, Rule 59 and 60, SCRCP (re 1/13/2015 Order) Pages 1095-1100

8/11/2015 Motion: Lack of Jurisdiction, Rule 59 and 60, SCRCP (re 6/03/2015 Order) Pages 1101-1106

7. Notice of Removals (NOR)

8/6/2012 NOR Pages 1107-1109

11/10/2014 NOR (exhibit # 80) Pages 1110-1118

8. Briefs

05/20/2014 Brief (filed on 10/16/2014 by the Court) Pages 1119-1178

10/14/2014 Brief (filed on 10/16/2014 by the Court) Pages 1179-1224

11/10/2015 Brief (filed on 11/10/2015 by Hunt) Pages 1225-1270

9. Exhibits No.

1 IRS Form 1098 Pages 1271-1274

2 Articles of merger for BBT and CFB Pages 1275-1278

3 Affidavit of CB Hunt (CBH) Pages 1279-1288

4 POD signature card Pages 1289-1292

5	Setoff $225.25 against POD Account	Pages 1293-1296
6	Affidavit of Davis	Pages 1297-1372
7	CBH 5/2007 Loan Application	Pages 1373-1380
8	Butcher Loan Officer's Information	Pages 1381-1383
9	CD (10/2006 -5/2007)	Pages 1384-1387
10	Customer Profile (7/19/2007)	Pages 1388-1395
11	Merger documents	Pages 1396-1406
12	Affidavit of Davis	Pages 1407-1410
13	Letter from Craven to CBH	Pages 1411-1415
14	Letter from CBH to FDIC	Pages 1416-1419
15	Letter from TEAL TO FDIC	Pages 1420-1423
16	Setoff $855.00 against POD Account	Pages 1424-1429
17	Letter from FDIC TO HUNT 5/8	Pages 1430-1432
18	Letter from FDIC TO BBT 5/8	Pages 1433-1436
19	Letter from BOOZ TO FDIC	Pages 1437-1440
20	Letter from CBH TO FDIC 6/6	Pages 1441-1447
21	Letter from TEAL TO FDIC 6/27	Pages 1448-1452
22	Letter from FDIC TO BBT 6/12	Pages 1453-1455
23	Blank – see exhibit # 44	
24	Blank – see exhibit # 45	
25	letter FDIC TO HUNT 8/7	Pages 1458-1462
26	2/10/2011 Affidavit of CB Hunt (CBH)	Pages 1463-1468
27	3/17/2008 from CBH & 9/9/2008 from Okay	Pages 1469-1476
28	9/24/2010 letter of dispute from CBH to BBT	Pages 1477-1482
29	9/27/2010 from BBT to Hunt	Pages 1483-1485

30	HCPD Crime Report	Pages 1486-1490
31	Search Warrant	Pages 1491-1495
32	Return of Search Warrant	Pages 1496-1499
33	BBT Identity Theft	Pages 1500-1507
34	3/28/2008 & 6/12/2008 FDIC to BBT	Pages 1508-1511
35	9/2/2008 from FDIC to CBH	Pages 1512-1514
36	5/19/2008 closure of IOLTA & POD	Pages 1515-1518
37	June 4, 2012 letter to BBT Mortgage	Pages 1519-1526
38	SAC: Doc. # 38 of 4:09-2151—	see pages 155-164
39	Order: Doc. # 124 of 4:09-2151—see pages 17-19	
40	USCA Orders:	
	May 16, 2012 —	see pages 20-27
	Reconsideration	None
	June 26, 2012 —	see pages 28
41	Order: Doc. # 110 of 4:09-2151—	see pages 1-16
42	3/13/2012 financial statement of BBT	Pages 1527-1530
43	**Order: Doc. #s 30-31 of 4:12-2216**	see Pages 50-58
44	BSA #1 (old exhibit # 23)	Pages 1531-1559
45	BSA #2 (old exhibit # 24)	Pages 1560-1576
46	**Affidavit of CB Hunt**	Pages 1577-1586
47	Civil Docket for Case # 4:09-cv-02151[10]	Pages 1587-1600
	enrty # 36 (unauthenticated document)	Pages 1601-1604
	entry # 38 SAC: see exhibit # 38	Pages 155-164
	entry # 41 See exhibit # 49 entry # 16-2 (MTD) & see exhibit # 49 entry # 16 (Memo)	Pages 391-422

[10] Lawsuit # 1.

	entry # 96-1 (affidavit of Teal)	None
	entry # 97 (FN 1) see exhibit # 51	see Pages 1781
	entry # 105 motion to amend	Pages 1605-1620
	entry # 105-1 proposed TAC	Pages 1621-1660
	entry # 108 Response	Pages 1661-1672
	entry # 110 Decline Supplemental see exhibit # 41	Pages 1-16
	entry # 114 Reply	None
	entry # 124 Denial see exhibit # 39	Pages 17-19
	entry # 137-138 Affirmed see exhibit # 40	Pages 20-28
	USCA entry # 9 Jurisdictional Statement	None
48	Civil Docket for Case # 4:11-cv-00870[11]	Pages 1673-1678
	entry # 9 FAC see exh # 49 entry # 15-8	see Pages 165-232
	entry # 34 MTD	see Pages 381-390
	entry # 63-64 Order see exhibit # 52	see Pages 29-44
49	Civil Docket for Case # 4:12-cv-02216[12]	Pages 1679-1682
	entry # 1 Complaint & Index	see Pages 233-260
	entry # 9 MTD	see Pages 391-397
	entry # 9-1 HC Public Index	Pages 1933-1935
	entry # 9-2 Notice of Withdrawal	Pages 1936-1938
	entry # 9-3 Memorandum	see Pages 398-422
	entry # 14 Response to MTD	None
	entry # 14-1 (NOR)	see Pages 1110-1118
	entry # 14-2 Mortgage Late Notice	Pages 1683-1684
	entry # 14-3 (2003 title to 195 D)	Pages 1685-1689

[11] Lawsuit # 2.
[12] Lawsuit # 3 – See 1107-1109 Notice of Removal.

	entry # 14-4 (2007 CBH Mortgage)	Pages 1690-1704
	entry # 14-5 (2007 CBH Settlement)	Pages 1705-1707
	entry # 14-6 (2003 CBH Mortgage)	Pages 1708-1726
	entry # 15 (2003 CBH settlement on WGD)	Pages 1727-1731
	entry # 15-1 (2002 CBH vehicle title)	Pages 1732-1733
	entry # 15-2 (1993 CBH mortgage on Cultra)	Pages 1734-1741
	entry # 15-3 (2004 Davis mortgage WGD)	Pages 1742-1758
	entry # 15-4 (2002 Sherman mortgage)	Pages 1759-1771
	entry # 15-5 (2002 Allen car lien)	Pages 1772-1773
	entry # 15-6 (2002 Allen car note)	Pages 1774-1775
	entry # 15-7 (Nat'l Mort Licensing Sys)	Pages 1776-1778
	entry # 15-8 (lawsuit # 2 complaint)	see Pages 165-232
	entry # 16 (MTD #20 of 4:09-2151)	see Pages 339-354
	entry # 16-1 (affidavit of BOOZ)	None
	entry # 16-2 (MTD #41 of 4:09-2151)	see Pages 355-380
	entry # 16-3 (affidavit of Licata)	None
	entry # 16-4 (lawsuit # 1 Order)	see Pages 1-28
	entry # 16-5 (Craven's Address)	None
	entry # 22 see exhibit # 61 (RR)	see Pages 45-49
	entry #s 30-31 see exhibit # 43 (Order)	see Pages 50-58
50	Doc. # 96-1 of 4:09-2151 Affidavit of Teal	None
51	Doc. # 97 of 4:09-2151 (loans paid off at FN #1)	Pages 1779-1786
52	Order: Doc. #s 63-64 of 4:11-00870	see Pages 29-44
53	Email: June 17, 2013 Judge Culbertson	Pages 1787-1790

54 Michele Loftis: listed as notary at SC Secretary of State None

55 Affidavit for Order of Publication Pages 1791-1794

56 Order of Publication Pages 1795-1798

57 Index of exhibits - None

58 Email: Payment History Pages 1799-1802

59 Emails between BIC & attorney for WGHOA Pages 1803-1808

60 Motion to Strike Answer & Answer of WGHOA Pages 1809-1816

61 RR of lawsuit # 3 see Pages 45-49

62 Complaint & index see Pages 233-260

63 Letter to FDIC/OIG Pages 1817-1820

64 9/21/2011 Transcript (60 day stay pgs 27-29)—see Pages 547-556

65 USPTO 2013 Certificate Pages 1821-1824

66 List of IOLTA financial partners Pages 1939-1942

67 Blank

68 CJ Developers, LLC – Dissolved Pages 1825-1828

69 Withdrawal of the Answer of WGHOA Pages 1829-1834

70 5/19/2014 Affidavit of Hunt Pages 1835-1838

71 Blank

72 8/03/2013 Proof of Service re Answer, counterclaims/defenses and summary judgment None

73 9/05/2013 MTD see Pages 423-428

74 – 79 Blank

80	11/10/2014 **Notice of Removal**	see Pages 1110-1118
81	12/08/2014 BBT's Motion to Remand	Pages 1839-1846
82	12/22/2014 Hunt's Response to Remand	Pages 1847-1870
83	01/03/2015 BBT's Reply (13, 13-1, 13-2)	Pages 1871-1880
84	01/13/2015 Order filed in State Court[13]	see Pages 98-112
85	04/15/2015 RR	see Pages 113-121
86	05/08/2015 Order of Remand	see Pages 122-129
87	05/11/2015 **Order of Remand**	see Pages 130-135
88	8/09/2012 MTD of lawsuit # 3	see Pages 391-422
89	9/05/2013 MTD of lawsuit # 4	see Pages 423-428
90	6/25/2014 MTD of lawsuit # 4	see Pages 429-432
91	Documents served on 10/30/2014	None
92	Hunt's Santee Cooper Power Service	Pages 1881-1884
93	SC SOS: RA for WGHOA	None
94	Order filed 10/28/2014 (from BBT)	see Pages 85-90
95	8/27/2015 Email to BBT	Pages 1885-1886
96	Documents served on 8/11/2015	None
97	7/27/2015 Letter to the HC Clerk of Court	Pages 1887-1891
98	Order filed 6/3/2015	see Pages 136-138
99	9/11/2013 Notice [of Motion Scheduling]	Pages 1892-1894
100	Affidavit of Hunt	Pages1895-1898
101	11/25/2014 Order re address	see Pages 91-97
102	Blank	
103	Blank	

[13] Hunt received this document from the HC Clerk of Court on 8/10/2015. See exhibit # 97.

104 6/20/2013 Affidavit of non service Pages 1899-1900

105 7/15/2014 Cert of Service; 9/30/2014 Cert of Service; 9/30/2014 Receipt for MFDJ, etc; and 9/30/2014 Notice of Hearing See Pages 539-546

106 11/2/2015 Amended Notice of Hearing; 11/2/2015 Cert of Service; 11/2/2015 USPS Cert Return Receipt None

107 10/14/2014 Transcript of hearing see Pages 829-958

10. Email: 10/15/2014 between Foerster, Hunt & Miller Page 1901-1902

Email: 10/23/2014 from Judge Howe Pages 1903

Email: 10/28/2014 at 9:38 pm from S Foerster Pages 1904-1905

Email: 06/17/2016 at 1:17 pm from CB Hunt Pages 1906-1928

Email: 02/26/2016 at 1:26 pm from CB Hunt Pages 1929-1932

11. The below ECFs are used in Hunt's response to BBT's motion to remand. See exhibit # 82.

ECF 11-1 see WGHOA affidavit of service at exhibit # 81.

ECF 11-2 see CJ Developers affidavit of service at exhibit # 81.

ECF 14-2 - see Mortgage Late Notice exhibit # 49 entry # 14-2

ECF 22 - see exhibit # 61

ECF 29 - see exhibit # 46

ECF 30-31 - see exhibit # 43

ECF 64 - see exhibit # 52

ECF 97 - see exhibit # 51

ECF 108 - - see exhibit # 47 entry # 108

12. ACRONYMS

AFCB – Attorney Fees and Costs to BBT

AFCH – Attorney Fees and Costs to Hunt

BBT – Branch Banking & Trust

BSA – Banking Service Agreement

BOFD – Breach of Fiduciary Duty

CC – Counterclaims

CD – Certificate of Deposit

CFB – Coastal Federal Bank

CRA – Credit Reporting Agency

FAC – First Amended Complaint / Counterclaims

FDIC – Federal Deposit Insurance Corporation

HC – Horry County

HCPD – Horry County Police Department

IOLTA – Interest on Lawyers Trust Account

MFAFC – Motion for Attorney Fees and Costs

MFDJ – Motion for Default Judgment

MTAOA – Motion to Alter or Amend

MTD – Motion to Dismiss

MTR – Motion to Remand

NOR – Notice of Removal

PD – Punitive Damages

POD – Payable on Death account

RR – Report and Recommendation of the Magistrate of the USDC

SAC – Second Amended Complaint

SCPC - South Carolina Probate Court

SCSC – South Carolina Supreme Court

SC SOS – South Carolina Secretary of State

SOL – Statute of Limitation

TAC – Third Amended Complaint

UFTPA – Unfair Trade Practice Act

USCA - United States Court of Appeals

USPS – United States Postal Service

USDC – United States District Court

USPTO – United States Patent and Trademark Office

WGHOA – Willow Green Homeowners Association

Certification: I hereby certify that the Record on Appeal contains no matter which is irrelevant to this appeal.

Respectfully Submitted,

C B Hunt

Cindy B Hunt (SC Bar # 65408) Date: July 08, 2017

Pro Se

195 D Willow Green Drive

Conway, SC 29526

(843) 488-1131/(843) 347-7230

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 22

Letter FDIC TO BBT

RECEIVED
USDC CLERK, FLORENCE S
2010 NOV 15 P 3:14

Exhibit # 22

Number of Pages 1

1454

FDIC
Federal Deposit Insurance Corporation
Division of Supervision and Consumer Protection
2345 Grand Boulevard, Suite 100
Kansas City, MO 64108

Consumer Response Center
1-800-378-9581
Fax number 703-812-1020

June 12, 2008
Ref. No.: SCC2008F-001425-1

Ms. Lisa Nye
Quality Assessment/Chairman's Line Manager
BB&T Phone24 Call Center
2586 James B. White Highway, N
P.O. Box 632, Building A
Whiteville, North Carolina 28472

Re: Complaint of Cindy Hunt

Dear Ms. Nye:

Enclosed for your review is a copy of the referenced consumer's complaint.

Please review the issues raised in the enclosed complaint and advise us of your findings. Your written response should include copies of all pertinent documentation, including but not limited to applicable disclosures and, if appropriate, evidence that the problem has been resolved. Should you respond directly to the consumer, please include a copy of the response with the findings of your review. Please use the reference number shown above when responding and ensure that each issue of concern raised in the consumer's correspondence is addressed.

Your response to the FDIC could be released in full to the consumer under the Freedom of Information Act or Privacy Act, or when we determine the information provided, in whole or in part, may assist in explaining the situation to the consumer.

We request that you furnish your written response within 20 calendar days from receipt of this letter. Your response should be addressed to this office using the address above. If there are any questions regarding this matter, or if the nature of the complaint necessitates an extension of time, please contact this office at (800) 378-9581. Your assistance and prompt response will be appreciated.

Sincerely,

Lynne Gottesburen
Lynne Gottesburen
Consumer Affairs Specialist

Enclosure

1455

54

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 23

Blank – see exhibit # 44

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 24

Blank - see exhibit # 45

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 25

FDIC TO Hunt

1458

RECEIVED
USDC CLERK, FLORENCE S

2010 NOV 15 P 3:15

Exhibit # 25

Number of Pages 2

1459

FDIC
Federal Deposit Insurance Corporation
Division of Supervision and Consumer Protection
2345 Grand Boulevard, Suite 100
Kansas City, MO 64108

Consumer Response Center
1-800-378-9581
Fax number 703-812-1020

August 7, 2008
Ref. No.: SCC2008F-001425-1

Ms. Cindy B. Hunt
195 D Willow Greens Drive
Conway, South Carolina 29526

Re: Branch Banking and Trust Company
Winston-Salem, North Carolina

Dear Ms. Hunt:

We have reviewed your correspondence and information provided by the bank. You wrote to appeal our findings regarding your prior complaint involving privacy of your personal information. You also wrote in regard to the bank's actions in processing a deposit to your checking account. A copy of the bank's response to the latter issue is enclosed.

According to the bank, its action in exercising its right of setoff was in accordance with the Bank Services Agreement (BSA) applicable to your account. The Federal Reserve Board's Regulation DD (Regulation DD), which implements the federal Truth in Savings Act, requires that banks disclose certain terms and conditions of deposit accounts to accountholders. The disclosures must be made in accordance with timeframes and other guidelines prescribed by the regulation. It appears the bank complies with Regulation DD when it issues a copy of its BSA at the time an account is opened. The BSA addresses the Right of Setoff and is considered to be a contractual matter between you and the bank.

In regard to your concerns about the privacy of your personal information, as we stated in our letter to you dated May 8, 2008, it appears the bank failed to comply with the Privacy Rule when it released such information and the FDIC continues to follow up with the bank regarding its compliance with the Privacy Rule. While the FDIC can take action to minimize the possibility that such errors by the bank will take place again, the FDIC does not have jurisdiction to seek or order compensation on your behalf. The Privacy Regulations do not contain any provisions relating to reimbursement, restitution, or any other specific remedy to consumers. If you wish to pursue this matter with the bank, you may do so by any other means available to you.

1460

57

Thank you again for bringing this matter to our attention. Your additional information will become part of the bank file that will be available during our next examination of the bank. Although the FDIC cannot act further on your behalf, we will continue to monitor the bank's compliance with the Federal laws enforced by this agency.

Sincerely,

Janet R. Kincaid

Janet R. Kincaid
Chief, Consumer Response Center

Enclosure

Cc: Branch Banking and Trust Company

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Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 26

2/10/2011 Affidavit of CBH

#26
Affidavit of CBH

THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

CINDY B. HUNT,)
Plaintiff,)
vs.)
Branch Banking & Trust Company,)
Danny Fogle, Cathy Lambert,) c/a 4:09-cv-02151-JMC-TER
Kaci Sansbury, Judy Teal,)
Mark Booz and David Craven,)
Defendants.)
)

AFFIDAVIT OF CINDY B. HUNT

PERSONALLY APPEARED BEFORE ME, Cindy B. Hunt, who after being duly sworn and deposed states as follows:

1. The matters contained herein are based upon my personal knowledge.
2. I am an attorney licensed to practice law in South Carolina.
3. Additional general facts include:
   a. The Plaintiff had her POD account at Defendant BBT from 5/2000-5/2008. At no time during this period did the Plaintiff ever receive a monthly statement with the names of the Plaintiff and Davis as they appear at entry 75-11 on the pre merger document of April 2007. The Plaintiff's monthly statements prior to April 2007 listed her name only.
   b. Defendant Teal did mail to the Plaintiff the signature card for the POD account. However, in the January 31, 2008 – March 13, 2008 conversations with Defendant Teal she provided me with zero oral information: it was always I will have to get back to you. The Plaintiff wrote the complaint to the FDIC as the result of fatigue from the delay tactics of Defendant Teal and getting no information as to what happened involving the disclosure to Ms. Davis. (75-4 & 75-14)
   c. As a result of getting no information from Defendant Teal - that is why the Plaintiff asked in her March 12, 2008 (75-14 page 2): Please notify me of your findings and what procedures are in place to prevent future occurrences. The March 12, 2008 letter of complaint was not immediately mailed to the FDIC where the Plaintiff faxed her 3/12 letter to Defendant Teal on March 12, 2008 in an effort to settle this matter.

1465

d. Thereafter, Defendant Teal faxed the letter dated March 10, 2008 of Craven to the Plaintiff on the morning of March 13, 2008. (75-13 top border of the page). A few days later the Plaintiff received the 3/10 letter via the US mail with a Pitney Bowes postage mark.

e. In response to Defendant Craven's letter on March 17, 2008 the Plaintiff sent a demand letter to Defendant Craven with an unclocked complaint. This letter was mentioned in Defendant Teal April 11, 2008 letter to the FDIC. **(exhibit A** and 75-15)

f. The Defendants did not respond to the 3/17/2008 letter until after the FDIC proceedings were closed. On 9/9/2008 the Defendants responded with a letter from Okay to the Plaintiff's letter of March 17, 2008. **(Exhibit A)**.

g. The Plaintiff read and relied on the POD signature card, BSAs, certificate of deposit (CD) documents, monthly statements, annual privacy statements, etc.

h. **Start of FDIC Proceedings:** The Plaintiff reported the January 19, 2008 disclosure of the POD trust account information to Ms. Davis to the FDIC with a letter of complaint dated March 12, 2008 and mailed on March 19, 2008.

i. The letter of complaint was received by the FDIC on March 24, 2008. (75-14)

ii. On March 28, 2008 the FDIC wrote to Ms. Nye of Defendant BBT requesting a response to the enclosed complaint of the Plaintiff. **(exhibit H)**

iii. The Plaintiff read and relied in part on the four letters the Defendants sent to the FDIC and the Plaintiff.

iv. On May 19, 2008 (during the FDIC proceeding) the Plaintiff called Danny Fogle to say that she would be in the Bank within the hour to close her accounts. The Plaintiff was helped by a Shelley McClintic in the presence of Danny Fogle. The Plaintiff closed her POD account and IOLTA. (75-20 & **exhibit J**). The Plaintiff's mortgage remains at Defendant BBT.

1. The Plaintiff requested that Mr. Fogle and Ms. McClintic preserve all records.

2. Mr. Fogle then walked the Plaintiff to the door and said in a begging voice: CB please leave it alone.

v. On June 12, 2008 the FDIC wrote to Ms. Nye of Defendant BBT requesting a response to the enclosed complaint of the Plaintiff. **(exhibit H)**

vi. On August 7, 2008 the FDIC responded to the Plaintiff's June 6, 2008 letter of complaint. (75-25)

vii. On September 2, 2008 the FDIC closed the file in this matter. **(exhibit I)**

i. **End of FDIC Proceedings.**

1466

j. **Events after FDIC closed proceeding:**

i. **9/9/2008 Letter from Attorney Okay (exhibit A)**

ii. **9/24/2010 dispute letter to Defendant BBT (exhibit B)**

iii. **9/27/2010 response to dispute from Defendant BBT (exhibit C)** The Plaintiff read and relied on the 9/27/2010 response.

iv. **Horry County Police Department Crime Report (exhibit D)**

v. **Search Warrant (exhibit E)**

vi. **Return of Search Warrant (exhibit F)**

vii. **BBT Identity Theft/FTC (exhibit G).** The Plaintiff read and relied on the Defendants web site on Identity theft and follow up pages to the FTC.

k. **Attorney Fees:** The Plaintiff, an attorney, to date has incurred the following attorney fees of $1,328,000.00 in this matter involving her IOLTA:

i. $8,000.00 already paid to Valtorta and Ballard; and

ii. Work done by the Plaintiff herself in this matter involving her IOLTA has billed $1,320,000.00 as follows: $200 per hour x 50 hours per week x 132 weeks.

Cindy B. Hunt

Cindy B. Hunt

Sworn to and subscribed before me this
10th Day of February, 2011.

(L.S.)
Notary Public State of South Carolina
My commission expires: March 26, 2017

1467

Blank

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 27

3/17/2008 demand from CBH & 9/9/2008 from Okay

Blank

#27

3/17/2008 demand letter from Hunt.
9/09/2008 response from Attorney Chris Okay, Vice President, BB&T.

Exhibit # 127

Number of Pages 7

Cindy B. Hunt
195 D Willow Greens Drive
Conway, SC 29526
843 234-3749

17 March 2008

Mr. David L. Craven
BB&T Co.
PO Box 1255
Winston-Salem, NC 27102-1255

Dear Mr. Craven,

I am in receipt of your letter that was faxed to me on 13 March 2008 by Ms. Peal. I dispute your entire letter.

I agree with the statement by the Court in **Suburban Trust Co. v. Waller; 44 Md. App. 335, 408 A.2d 758 (1979)**, this case should be entitled "The Bank That Talked Too Much."

Based on the tone of your letter and your insulting offer of medical expenses only, I have zero faith that we will be able to settle this matter.

However, my view of damages, just to point out a few are: 1) Mrs. Davis tells me that my name and financial information was released to her 2) damages that result from conversion 3) damages that result from violating (39-5-10)/UTPA, 4) damages from violating 62-6-110 5) damages that result from gross negligence 6) damages from misappropriation 7) breach of fiduciary duty damages and 8) damages from the breach of your in-house banking rules. As such, based on my interpretation of the applicable law I value this case at a minimum of $750,000.00 and that is my offer to settle this matter.

Please provide me with notice that is received by me prior to noon Thursday 20 March 2008 if BB&T wishes to accept this offer. Please note that at 12:01 pm on 20 March 2008 this offer will be withdrawn and never returned to the table. Thereafter, a lawsuit will be filed, where we will make some new law. As such, enclosed is a copy of the un-clocked complaint.

With Kind Regards,
CB Hunt
CB Hunt

1472

STATE OF SOUTH CAROLINA COUNTY OF HORRY Cindy B. Hunt, Plaintiff, v. Branch Banking & Trust Co. Defendant.	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT CIVIL ACTION NO. COMPLAINT (Jury Trial Demanded)

The Plaintiff, Cindy B. Hunt, complaining of the Defendant, Branch Banking and Trust (BB&T) Co. would respectfully show and allege unto this Honorable Court as follows:

1. Plaintiff is a citizen and resident of the County of Horry, State of South Carolina; Defendant is a professional corporation organized and existing under the laws of the State of South Carolina and provides banking services within the County of Horry, State of South Carolina.

2. This action involves a contract in which the Plaintiff and Defendant entered into on May 31, 2000, which Contract the Defendant breached in January 2008; and this Honorable Court has jurisdiction over this subject matter.

3. In May 2000, Plaintiff opened a Payable on Death (POD) checking account at Coastal Federal Savings Bank, which became BB&T in August 2007, with Costella Hunt Davis as the beneficiary.

1473 4

4. On January 19, 2008 Costella Davis visited BB&T about a home mortgage matter. During her visit there a BB&T employee:

a) Stated and insisted to her that the Plaintiff' POD checking account was that of Mrs. Davis;

b) Disclosed to Mrs. Davis the balance in the Plaintiff' POD checking account;

c) Disclosed to Mrs. Davis that Plaintiff was the owner of the POD checking account;

d) Did not ask Mrs. Davis for any identification;

e) Did not ask Mrs. Davis for a death certificate; and

f) Did not ask Mrs. Davis for any documentation to verify my death.

5. The Plaintiff' ensuing unexpected conversation with Mrs. Davis after her visit to BB&T in which she related the events that occurred earlier that day at BB&T caused the Plaintiff a great deal of mental anguish and mental pain, and was a severe shock to her nervous system.

6. The Defendant breached its contractual duty of confidentiality to Plaintiff: in that the Defendant stated and insisted to Mrs. Davis that the Plaintiff' POD checking account was that of Mrs. Davis; the Defendant disclosed to Mrs. Davis the account balance; the Defendant disclosed to Mrs. Davis that the Plaintiff was the owner of the POD checking account; and the Defendant disclosed Mrs. Davis was the beneficiary of the POD checking account.

7. The Defendant converted and misappropriated the Plaintiff's account, in that Defendant stated and insisted that the Plaintiff' POD checking account was that of Mrs. Davis.

1474 10

8. The Defendant breached its fiduciary duty to Plaintiff, in that it converted and misappropriated the Plaintiff' checking account while the Plaintiff is still alive where Defendant failed to request any documentation of Plaintiff' death and the Defendant failed to request identification to verify whether Mrs. Davis was the beneficiary listed on the POD account.

9. The Defendant was grossly negligent when it knew that Mrs. Davis was not the Plaintiff and Defendant failed to request from Mrs. Davis any identification; or any documentation of any sort to verify the death of the Plaintiff; and insisted that Plaintiff' checking account belonged to Mrs. Davis in violation of Code of Laws of South Carolina Section 62-6-110 and Section 39-5-20.

10. The Defendant agreed to be a fiduciary to the Plaintiff' POD account when the account was opened while at the same time the Defendant has a Banking Services Agreement (BSA) that states that: "when you open any account with the Bank, a debtor/creditor relationship is created. Opening an account with the Bank does not create a fiduciary relationship between the Bank and the Depositor. You agree not to assert any claim against the Bank based on an assertion that the Bank serves in a fiduciary capacity" in violation of Code of Laws of South Carolina Section 39-5-20 where the Defendant knew that Mrs. Davis was not the Plaintiff and the Defendant did not request from Mrs. Davis any identification; or any documentation of any sort to verify the death of the Plaintiff; and the Defendant insisted that Plaintiff' POD checking account was that of Mrs. Davis.

1475 #

BB&T

Branch Banking & Trust Co.

Legal Department
Mail Code: 001-16-03-30
200 West Second Street
3rd Floor (27101)
P.O. Box 1255
Winston-Salem, NC 27102-1255

September 9, 2008

Cindy B. Hunt
195 Willow Green Drive, Unit D
Conway, SC 29526-9362

Re: Privacy Issue

Dear Ms. Hunt:

I am writing to you in response to your letter dated on March 17, 2008.

Attorney, David L. Craven responded to your earlier conversation with Judy Teal on March 10, 2008. In his letter, Mr. Craven acknowledges the accidental disclosure to a private third party that your account existed. However, no actual financial information was ever released. And, the account was never wrongfully possessed by another. Therefore, the damages you interpret are confusing and appear to have no base. You have suffered no actionable damages as a result of the accidental disclosure of the existence of your account with Branch Banking and Trust Company ((BB&T).

BB&T is still willing to reimburse you for any medical expenses incurred due to emotional distress caused by the event, however to date you have not provided evidence of such injury. Without more, BB&T does not believe it would be fruitful to continue to discuss this matter with you any further. Therefore, BB&T will not necessarily respond to any correspondence or other communications from you.

Sincerely,

Christopher M. Okay
Vice President,
Branch Banking & Trust Company

1476

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 28

9/24/2010 dispute to BBT from CBH

1477

#28

9/24/2010 Dispute letter to BB&T via 1st class mail and certified return receipt

Exhibit # 28

Number of Pages 5

1478

Cindy B. Hunt
195 D Willow Green Drive
Conway, South Carolina 29526
843 488-1131

September 24, 2010

BB&T (Carolina Forrest)
3894 Renee Drive
Myrtle Beach, SC 29579

Via: 1st Class Mail

Dear Sir,

Enclosed you will find a copy of my customer profile.

I currently have a mortgage, a debit card and a credit card at your Bank.

Recently in reviewing the enclosed customer profile I noticed that under the heading of loans there are two loan entries that do not belong to me: transfer management and portfolio.

I have never applied for; received money from or repaid loans called: transfer management and portfolio.

Please accept this letter as written notice that I dispute these two loan entries in my customer profile. Please research this matter and advise me of your findings.

Please be sure to include in your response a current copy of my customer profile.

I look forward to receiving your written response within thirty days.

With Kind Regards,

CB Hunt

CB Hunt

Cindy B. Hunt
195 D Willow Green Drive
Conway, South Carolina 29526
843 488-1131

BB&T (Carolina Forrest)
3894 Renee Drive
Myrtle Beach, SC 29579

Dear Sir,

Enclosed you will find a copy of my customer profile.

I currently have a mortgage, a debit card and a credit card at your Bank.

Recently in reviewing the enclosed customer profile I noticed that under the heading of loans there are two loan entries that do not belong to me: transfer management and portfolio.

I have never applied for; received money from or repaid loans called: transfer management and portfolio.

Please accept this letter as written notice that I dispute these two loan entries in my customer profile. Please research this matter and advise me of your findings.

Please be sure to include in your response a current copy of my customer profile.

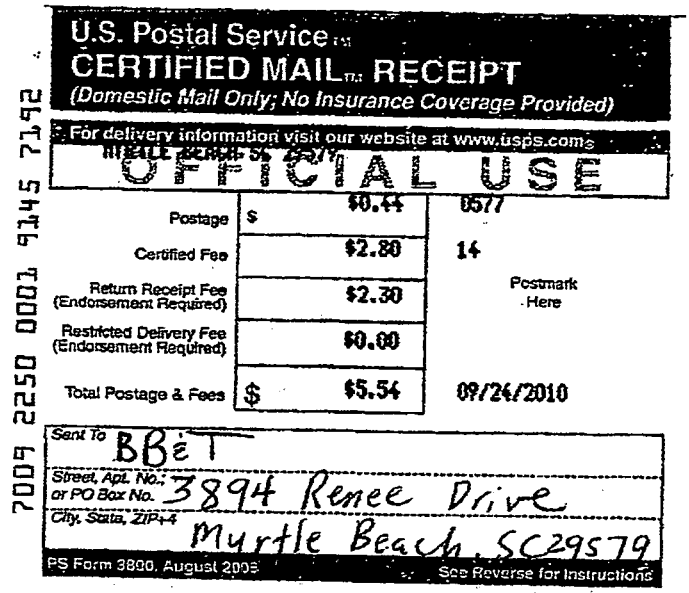
I look forward to receiving your written response within thirty days.

With Kind Regards,

CB Hunt

CB Hunt

1480



U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®
MYRTLE BEACH SC 29579
OFFICIAL USE

Postage	$ $0.44	0577
Certified Fee	$2.80	14
Return Receipt Fee (Endorsement Required)	$2.30	Postmark Here
Restricted Delivery Fee (Endorsement Required)	$0.00	
Total Postage & Fees	$ $5.54	09/24/2010

7009 2250 0001 9145 7192

Sent To BBeT
Street, Apt. No.; or PO Box No. 3894 Renee Drive
City, State, ZIP+4 Myrtle Beach, SC29579

PS Form 3800, August 2006 See Reverse for Instructions

MYRTLE BEACH MAIN PO
MYRTLE BEACH, South Carolina
295779998
4518030577 -0097
09/24/2010 (843)626-9533 10:52:44 AM

Sales Receipt

Product Description	Sale Qty	Unit Price	Final Price
MYRTLE BEACH SC 29579			$0.44
Zone-1 First-Class Letter			
0.80 oz.			
Expected Delivery: Sat 09/25/10			
Return Rcpt (Green Card)			$2.30
Certified			$2.80
Label #:	70092250000191457192		
Customer Postage			-$0.44
Subtotal:			$5.10
Issue PVI:			$5.10
Total:			$5.10

Paid by:
MasterCard $5.10
Account #: XXXXXXXXXXXX6482
Approval #: 07177Z
Transaction #: 870
23 902980705

Order stamps at USPS.com/shop or call 1-800-Stamp24. Go to USPS.com/clicknship to print shipping labels with postage.
For other information call 1-800-ASK-USPS.
****
****
Get your mail when and where you want it with a secure Post Office Box. Sign up for a box online at usps.com/poboxes.
****
****

Bill#: 1000302716732
Clerk: 14

All sales final on stamps and postage
Refunds for guaranteed services only
Thank you for your business
****
****
HELP US SERVE YOU BETTER

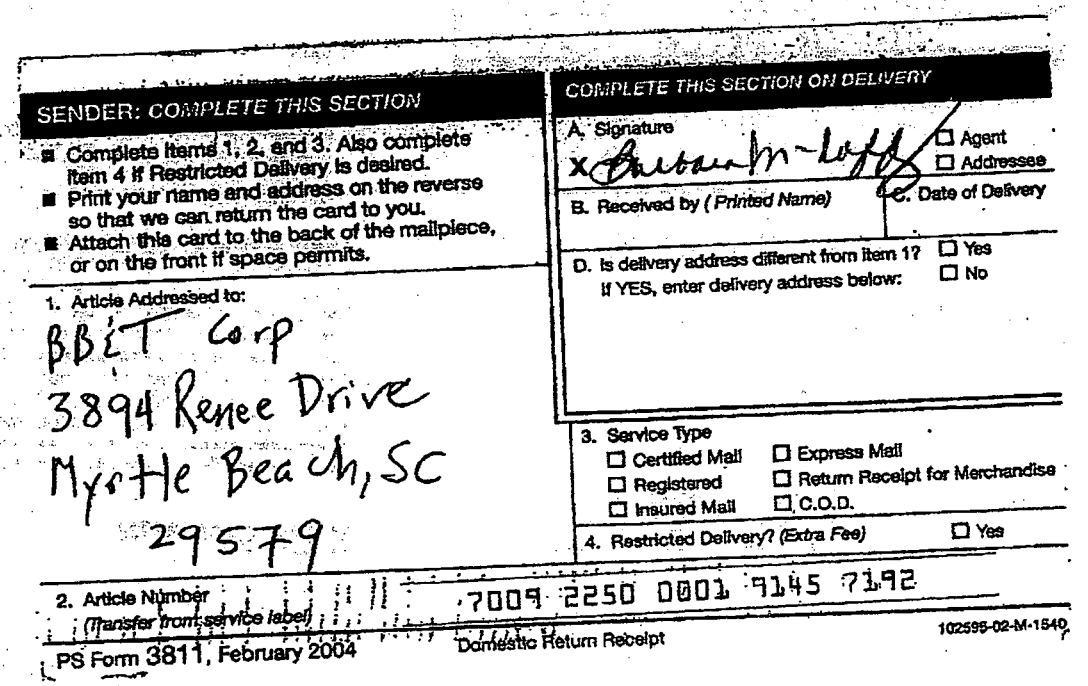
Go to: https://postalexperience.com/Pos

TELL US ABOUT YOUR RECENT POSTAL EXPERIENCE

YOUR OPINION COUNTS
****
****

Customer Copy

1481



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BB&T Corp
3894 Renee Drive
Myrtle Beach, SC
29579

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7009 2250 0001 9145 7192

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

Sept 2010

1482

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 29

9/27/2010 from BBT (Alderman:.. does not reflect these loans)

#29

9/27/2010 Letter from BB&T

Exhibit # 29

Number of Pages 2

September 27, 2010

Dear Ms. Hunt,

We received your letter disputing two loans reported on your account profile from 7/19/07. According to our records your account profile currently does not reflect these loans. If you have any questions regarding this matter please feel free to contact your local banking center. Thank you for banking with BB&T.

Sincerely,

Natasha Alderman
Relationship Banker
Carolina Forest

BB&T

4 Renee Dr
le Beach, SC 29579

PRESORTED FIRST CLASS

MAILED AT

UNITED STATES POSTAGE

02 1R
0006555504
$ 00.
SEP 28
MAILED FROM ZIP CODE 2

Cindy B Hunt
195 D Willow Green Drive
Conway, SC 29526

GAYNS31 29526

1485

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 30

HCPD Crime Report

#30

Horry County Police Crime Report

Exhibit # 30

Number of Pages 4

1487

Horry County Police Crime Report

Horry County Police
2560 N Main St
Conway, SC 29526
843 915-8013

Case No. 10103927
Report No. 10103927.1
Report Date: 10/3/2010

1

Subject: IdentityFraud\195 Willow Greens Drive, Unit D, Conway, SC 29526

Case Report Status	S - Submitted	Date Entered	10/3/2010 1:46:59 PM	Reporting Officer	7592 - Stevens, Dieter
Status Indicator	A - Administrative Filler (Filler for when "U" or "C" is not used)	Entered By	7592 - Stevens, Dieter		
Status Change Date		Date Verified			
Occurred On	11/1/2009 12:01:00 AM	Verified By			
(and Between)	9/27/2010 11:59:00 PM	Date Approved			
End Date		Approved By		Assisted By	
End Time					
		Connecting Cases			
Location	310 Wright Blvd, Conway, SC 29526	Disposition	Active		
Jurisdiction	JJ - JURISDICTION	Clearance Reason			
Grid		Date of Clearance			
Sector	14 - New Sector 14	Reporting Agency	Horry County Police		
Map		Division	Central Precinct		
Tract/Geo-Indicator		Notified			
Call Source	Phone	Means			
		Other Means			
		Motive			
Vehicle Activity		Other Motives			
Vehicle Traveling					
Cross Street					

Report Narrative

At approximately 1300 hours on 3 October, I responded to 195 Willow Greens Drive, Unit D in reference to a complaint of identity fraud. Upon my arrival I met with Victim 1 who advised, her bank unlawfully used her identity to procure loans for other individuals and possibly to conceal a serious unlawful disclosure of her financial information and account access to unauthorized persons. Victim 1 created a payable on death(reversible trust) account with her bank, Coastal Federal(not BB&T), prior to 2007. Entity 1 was the beneficiary on the account and as such, was only to be permitted access to the account, funds or information relating to the account, should Victim 1 become deceased. Note: between 2007 and 2008, Coastal Federal Bank was being taken over by BB&T bank. On 19 January 2008, Entity 1 responded to BB&T bank(formerly Coastal Federal) to inquire about her account. Upon providing her social security number, the bank provided Entity 1, Victim 1's account information. As a result of this mishap, Victim 1 conducted an inquiry into her account balances, activity and other transactions in March 2008, Victim 1 reported the incident to the Federal Deposit Insurance Corporation. BB&T bank advised the FDIC that the account was set up incorrectly; as joint type account permitting Entity 1 access anytime. While conducting an inquiry of her account, Victim 1 learned that on 19 July 2007, two additional loans appeared on her statement. One loan was labeled Transfer Management(#7701206407) and the other labeled Portfolio(last four - 8362). Neither loan showed a balance, however were unexplainable and not requested/applied for by Victim 1. This information was not disclosed to the FDIC by BB&T bank. After an in depth inquiry/investigation of activity on her account, Victim 1 drafted and mailed a letter(dated 24 September 2010) to BB&T bank disputing the loans. BB&T Bank responded on 27 September 2010, in writing, explaining that there is no record of the loans on her account with BB&T bank and provided no further explanation. Victim 1 believes that these two loans were used; first, to secure loans for other individuals; second, to cover up the unauthorized access, and possible release of funds, from her account by Entity 1 on 19 January 2008. Victim 1 had a significant balance($25K+) in her payable on death(reversible trust) account, in 2007 that could have been used as collateral to secure loans. That balance was even greater in 2004, when Entity 1 received a mortgage loan for a second home; a loan that Victim 1 states is questionable and has also had reporting issues. Victim 1 states that her accounting has not revealed any loss of funds yet, but may be revealed after additional accounting/investigation. Victim 1 has a significant amount of documentation and records pertaining to this case which will be made available on request. Victim's Rights form issued.

Offense Detail: 2604 - Fraud- Imperson

Offense Description	2604 - Fraud- Imperson	Offense Date	10/3/2010		
IBR Code	26C - Impersonation	Location	25 - Other/Unknown		
IBR Group	A	2nd Location Type			
Crime Against	PR	Special Circumstance			
Using		Offense Completed?	Yes	No. Prem. Entered	
Victim Use		Hate/Bias	88 - None (No Bias)	Entry Method	
		Domestic Violence	No	Type Security	
				Tools Used	
Criminal Activity					
Weapons/Force					

1488

Horry County Police Crime Report

Case No. **10103927**
Report No. **10103927.1**
Report Date: **10/3/2010**

Horry County Police
2560 N Main St
Conway, SC 29526
843 915-8013

2

Suspect S1: Bank, BB&T

Suspect Number	S1	DOB		Place of Birth	
Name	Bank, BB&T	Age	00	SSN	
AKA		Sex	U - Unknown	DLN	
Alert(s)		Race	U - Unknown	DLN State	
		Ethnicity	U - Unknown	DLN Country	
Address	310 Wright Blvd	Ht.		Occupation/Grade	
CSZ	Conway, SC 29526	Wt.		Employer/School	
		Eye Color		Employer Address	
Home Phone		Hair Color		Employer CSZ	
Work Phone		Hair Style		Res. County	Horry
Email Address		Hair Length		Res. Country	
		Facial Hair		Resident Status	J - This Jurisdiction
		Complexion			
		Build			
		Teeth			

Scars/Marks/Tattoos
Suspect MO
Other MO
Attire
Habitual Offender Status

Suspect Notes

Victim V1: Hunt, Cindy B.

Victim Code	V1	Victim Of	2604 - Fraud- Imperson		
Victim Type	I - Individual				
Name	Hunt, Cindy B.	DOB	1/16/1957	Place of Birth	
AKA		Age	52	SSN	
Alert(s)		Sex	F - Female	DLN	[redacted]
		Race	B - Black	DLN State	SC - South Carolina
Address	195 Willows Grn Dr, Unit D	Ethnicity	N - Not of Hispanic Origin	DLN Country	USA - United States of America
CSZ	Conway, SC 29526	Ht.	5' 8"	Occupation/Grade	
		Wt.	290	Employer/School	
Home Phone	843 347-7230	Eye Color	BRO - Brown	Employer Address	
Work Phone		Hair Color	BLK - Black	Employer CSZ	
Email Address		Facial Hair		Res. County	Horry
		Complexion	DBR - Dark Brown	Res. Country	USA - United States of America
Attire				Resident Status	J - This Jurisdiction
Injury				Testify	Yes
Circumstances					

Law Enforcement Officer Killed or Assaulted Information	Type
	Assignment
	Activity
	Other ORI

Justifiable Homicide Circumstances	

Victim Offender Relationships

Offender	Relationship

Victim Notes

Other Entity: O1 – Davis, Costella

Entity Code	O1				
Entity Type	I - Information				
Name	Davis, Costella	DOB		Place of Birth	
AKA		Age	54	SSN	
Alert(s)		Sex	F - Female	DLN	
		Race	B - Black	DLN State	

1489

Horry County Police Crime Report

Case No. 10103927
Report No. 10103927.1
Report Date: 10/3/2010

Horry County Police
2560 N Main St
Conway, SC 29526
843 915-8013

3

Address		Ethnicity	N - Not of Hispanic Origin	DLN Country	
CSZ		Ht.		Occupation/Grade	Senior Contract Specialist
		Wt.		Employer/School	Department of Homeland Security
Home Phone		Eye Color		Employer Address	
Work Phone	202 449-5571	Hair Color		Employer CSZ	Washington, DC
Email Address		Facial Hair		Res. County	
		Complexion		Res. Country	
Attire				Resident Status	
Entity Notes					

Property Description Item 1: 9999 - Other - Victim's account information

Item No.	1
Property Category	9999 - Other
IBR Type	77 - Other
UCR Type	K - Miscellaneous
Status	S - Stolen/Etc. (Bribed/Defrauded/Embezzled/Ransomed/Etc.)
Count	1
Value	0
Manufacturer	
Model	
Serial No.	
License No.	
Color	
Description	Victim's account information
Vehicle Year	
License Year	
State	
Body Style	
Recovered Date	
Recovery ORI	
Owner	V1 - Hunt, Cindy B.
Disposition	
Evidence Tag	
Alert(s)	
Drug Type	
Drug Quantity	
Drug Measure	
Property Notes	

1490

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 31

Search Warrant

#31

Search Warrant

Exhibit # 31

Number of Pages 4

1492

STATE OF SOUTH CAROLINA

HORRY COUNTY
SOUTH CAROLINA

SEARCH WARRANT

DATE: 10/18/2010

Detective Michael Kathman

CASE # 10103927

1493

Form Approved by
S.C. Attorney General
Section 17-13-160
March 15, 1978

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

AFFIDAVIT

Personally appear before me, **Detective Michael Kathman**, who being duly sworn, says that there is probable cause to believe that certain property subject to seizure under provisions of Section 17-13-140, 1976 Code of Laws of South Carolina, as amended, is located on the following premises in this County:

DESCRIPTION OF PROPERTY SOUGHT

Any and all information relating to Coastal Federal Bank/ BB&T loan account numbers 7701206407 titled "Transfer Management" and 0000008362 titled "Portfolio", belonging to Cindy B. Hunt, including but not limited to the applicant's name and address, loan application, loan description/ purpose, associated loans or any other information that provides detail into the loans' origination, uses and purpose.

DESCRIPTION OF PREMISES (PERSON, PLACE OR THING) TO BE SEARCHED

BB&T Deposits Compliance
Attention: Patti Williams
4320 Kahn Dr.
Lumberton, NC 28358

REASON FOR AFFIANT'S BELIEF THAT THE PROPERTY SOUGHT IS ON THE SUBJECT PREMISES

On 10/3/10 Cindy B. Hunt filed a police report with the Horry County Police Department stating that while she was conducting an inquiry of her bank account she discovered that on 7/19/2007 two loan accounts appeared on her statement that she states she did not request or apply for. Ms. Hunt has provided a copy of a "Customer Relationship Profile" dated 7/19/2007, that she stated was provided to her by Coastal Federal Bank. Ms. Hunt has stated that this document reflects the two loan accounts reported, titled "Transfer Management" and "Portfolio", that she did not request or apply for and believes were used to procure loans for others. Therefore, this affiant has probable cause to believe that records will be stored in the databases of BB&T Bank relating to the incident reported by Ms. Hunt.

Sworn to and Subscribed before me
This 12 day of OCT, 2010

#5081 (L.S.)
Signature of Judge

2:30PM

Affiant, Detective Michael Kathman
Address 2560 N. Main Street, Suite
Conway, S.C. 29526
Phone 843-915-5350 / 843-915-8042

1494

Form Approved by
S.C. Attorney General
Section 17-13-160
March 15, 1978

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

SEARCH WARRANT

TO ANY BONDED LAW ENFORCEMENT OFFICER OF THIS STATE OR COUNTY OR OF THE MUNIPALITY OF *HORRY COUNTY, SOUTH CAROLINA.*

It appearing from the attached affidavit that there are reasonable grounds to believe that certain property subject to seizure under provisions of Section 17-13-140, 1976 Code of Laws of South Carolina, as amended, is located on the following premises:

DESCRIPTION OF PREMISES (PERSON, PLACE OR THING) TO BE SEARCHED

BB&T Deposits Compliance
Attention: Patti Williams
4320 Kahn Dr.
Lumberton, NC 28358

Now, therefore, you are hereby authorized to search the subject premises for the property described below, and to seize such property if found:

DESCRIPTION OF PROPERTY

Any and all information relating to Coastal Federal Bank/ BB&T loan account numbers 7701206407 titled "Transfer Management" and 0000008362 titled "Portfolio", belonging to Cindy B. Hunt, including but not limited to the applicant's name and address, loan application, loan description/ purpose, associated loans or any other information that provides detail into the loans' origination, uses and purpose.

This Search Warrant shall not be valid for more than ten days from the date of issuance. A written inventory of all property seized pursuant to this Search Warrant shall be made to,

Bradley D. Mayos

within ten days from the date of this warrant, such inventory to be signed by the officer executing this warrant, and a copy of such inventory shall be furnished to the person whose premises are searched if demand for such copy is made.

A copy of this Search Warrant shall be delivered to the person in charge of the premises searched at the time of such search if practicable, and, if not, to such person as soon thereafter as practicable; in the event the identity of the person in charge is not know or if such person cannot be found after reasonable diligence in attempting to locate the person, a copy shall be attached to a prominent place on such premises.

Horry County, South Carolina.

Oct 18th, 2010

7:30PM

5081 (L.S.)

Signature of Judge

1495

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 32

Return of Search Warrant

#32

Return of Search Warrant

Exhibit # 32

Number of Pages 3

BB&T

Branch Banking and Trust Company

Deposit Compliance
PO Box 1489
Lumberton, NC 28359

October 21, 2010

HORRY COUNTY POLICE DEPARTMENT
DETECTIVE MICHAEL KATHMAN
2560 N Main Street
Conway, SC 29526

Dear Sir/Madam:

Subject: Criminal Subpoena - CINDY B HUNT, TRANSFER MANAGEMENT, PORTFOLIO

BB&T has received Subpoena requesting information regarding the above referenced client(s) and responds as follows:

We are unable to produce documents as requested. We have no record of accounts with BB&T in reference to the account numbers listed on subpoena.

Should you have any questions, please contact me at the phone number listed below.

Sincerely,

Lisa Haywood
Branch Operations Specialist, II
(910) 272-4250

1498

Form Approved by
S.C. Attorney General
Section 17-13-160
March 15, 1978

RETURN

I received the attached Search Warrant on 10/18/2010, and have executed it as follows:

On 10/18, 2010 at 3:30 o'clock P M

I searched (the Person) and (the premises) described in the warrant.

I left a copy of the warrant with BB+T Deposit Compliance

Name of person searched or "*at the place of search*". Together with a receipt for the items seized.

The following is an inventory of property taken pursuant to the warrant:

A document was received from BB+T that stated that they were unable to produce documents as requested. They have no record of accounts with BB+T in reference to the account numbers listed.

This inventory was made in the presence of Michael Kathman

AND

I swear that this Inventory is true and detailed account of all the property taken by me on the warrant.

SWORN to before me this 29th Day of October, 2010

Signature of Judge (L.S.)

7:00 PM

(Signature of Officer Executing Warrant)

1499

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 33

BBT Identity Theft

1500

#33

BB&T Identity Theft & FTC.gov

Exhibit # 33

Number of Pages 12

BB&T

Print Page

Identity Theft

- Definition of Identity Theft
- Methods Identity Thieves use to acquire key pieces of personal information
- How to protect yourself from Identity Theft
- Actions to take if you think you've been a victim of Identity Theft
- Where to go to obtain additional information on Identity Theft

Definition of Identity Theft
Identity theft involves acquiring key pieces of someone's identifying information, such as name, address, date of birth, Social Security number, and mother's maiden name in order to commit fraud. With this information the thief can do such things as take over the victim's financial accounts, open new bank accounts, purchase automobiles, apply for loans, credit cards, and Social Security benefits, rent apartments, and establish services with utility and phone companies.

Back to top

Methods Identity Thieves use to acquire key pieces of personal information

- Theft of your wallet, purse, or checkbook.
- Removing mail from your mailbox, either incoming or outgoing.
- Going through your trash.
- Phishing - Obtaining information by email scams or fraudulent websites.
- Hacking - Illegally gaining access to computer systems containing personal or financial data.
- Pretext Calling - Using false pretenses to obtain information via telephone.

Back to top

How to protect yourself from Identity Theft
Some of the things you can do to safeguard your finances and good name are:

Protect Your Phone

- Don't give out financial information or other personal information, such as your Social Security number, over the telephone unless you initiated the call and you know with whom you are dealing.
- If you receive any telephone inquiries, such as those asking you to confirm or verify BB&T account information or verify a statement, contact your local branch and speak with your Relationship Banker to confirm that the call is legitimate.
- To prohibit telemarketers from calling you, register your home and cellular phone numbers with the Federal Do Not Call Registry by calling **1-888-382-1222**.

Protect Your Mail

- Remove incoming mail from your mailbox as soon after delivery as possible.
- When mailing bills and credit card payments, take them to the post office personally or place them in a secure, official U.S. Postal Service collection box.

1502

You can also be sure your information is safe by using the secure OnLine Bill Payment service from BB&T OnLine.

- Promptly notify your bank and other creditors when you have a change of address. Contact creditors if your regular monthly or quarterly bills do not arrive when expected.

Protect Your Personal Information

- Never routinely carry important documents such as Social Security cards, passports, or birth certificates in your purse or wallet. Keep important documents in a safe place at home or in a safe deposit box at the bank. Only carry them when you need them.
- Shred any receipts, financial statements, documents, or bank statements, including credit card bills, prior to disposing of them.
- Report lost or stolen checks immediately, so BB&T can stop payment on the checks. To report any lost or stolen checks to BB&T call BB&T Phone24 at **1-800-BANK-BBT (1-800-226-5228)**.
- Promptly report lost or stolen BB&T credit cards and debit/ATM cards. To report lost or stolen credit cards, call BB&T Bankcard Customer Service at **1-800-476-4228**. To report lost or stolen debit/ATM cards, call BB&T Phone24 at **1-800-BANK-BBT (1-800-226-5228)**.
- Protect your new, current, and canceled checks. Always store checks in a safe place. Consider taking advantage of check safekeeping. With check safekeeping your canceled checks are not returned in your bank statement. BB&T stores copies of your checks. Contact your local BB&T branch and speak with your Relationship Banker for details.
- Safeguard your account numbers, debit card and ATM Personal Identification Numbers (PIN).
- Reconcile your BB&T banking statements immediately to assure your account activity is correct. Contact your local BB&T branch if any unauthorized transactions have occurred. Consider signing up for our online banking product BB&T OnLine. You will be able to monitor activity on your accounts 24 x 7 anywhere an Internet connection is available.
- Never leave your checkbook, wallet, or other personal information unprotected -- even when you're at home. Workmen, contract labor you may engage, or others that enter your house should not be able to gain access to your personal or financial information.
- Print off the BB&T Online Fraud Prevention Guide (pdf) and keep it by your computer. You will need Adobe Acrobat's free reader to view this document. Download Acrobat Reader.

In addition to the above precautions, you should:

- Review your credit report from the three major agencies at least annually to confirm there were no unauthorized credit inquiries made or accounts opened in your name.

  Effective September 1, 2005, you are eligible for a free copy of your credit report under the Fair and Accurate Credit Transactions Act (FACT Act). The FACT Act requires the three major credit reporting agencies to provide consumers with a free copy of their own credit report each year.

  To obtain a free credit report contact:
  Annual Credit Report Request Service
  P.O. Box 105281
  Atlanta , GA 30348-5281
  www.annualcreditreport.com
  1-877-322-8228

1503

If you are a victim of identity theft, you may be eligible to receive additional free credit reports.

The major credit reporting agencies are:

Major Credit Reporting Agencies

Equifax	**1-800-685-1111**
Experian	**1-888-397-3742**
TransUnion	**1-800-836-8761**

- Consider obtaining Identity Theft Insurance. Identity Theft Insurance is one of the security protections available with The Plus Package, a suite of benefits, services, special offers, and protections that can be added to your checking account. This insurance provides you with expert assistance and up to $2,500 in financial relief when someone tries to steal your good name. Talk to the relationship banker at your local BB&T branch to add The Plus Package to your account.
- Protect your cards against fraudulent use.

Back to top

Actions to take if you think you've been a victim of Identity Theft

- If you think you've been a victim of identity theft, immediately contact the fraud division of the credit reporting companies and request that a "fraud alert" be placed in your file. Ask that no new credit be granted without your approval. The credit reporting agencies have agreed to notify one another when an individual places a fraud alert in his credit file. The individual need only call one of the credit reporting agencies.

Fraud Divisions for the Major Credit Reporting Agencies

Equifax	**1-800-525-6285**
Experian	**1-888-397-3742**
TransUnion	**1-800-680-7289**

- Notify your local BB&T branch or call **1-800-BANK-BBT (1-800-226-5228).**
- Notify any other grantors of credit of the fraud, then file a police report. You should never send originals of your documentation -- always make copies.
- Report the fraud to the Federal Trade Commission (FTC) toll free at **1-877-438-4338** or TDD: **1-866-653-4261.** The FTC is the clearinghouse for identity theft complaints. They provide information to help resolve financial problems that result from identity theft. The FTC provides an ID Theft Affidavit which you should complete as soon as possible after you become aware of the fraud. Completing this affidavit can help protect your from responsibility for fraudulent charges on your accounts.
- Remember to keep detailed records of all events once you ascertain that your identity has been stolen. Include names, telephone numbers, and the date and time you made contact with individuals or companies requesting assistance in recovering your good name.

1504

Back to top

Where to go to obtain additional information on Identity Theft
The following companies and government agencies can provide more information about identity theft:

Identity Theft Information

Credit Reporting Companies	• Equifax: **1-800-525-6285** • Experian: **1-888-397-3742** • TransUnion: **1-800-680-7289**
U.S. Government	• Federal Trade Commission Identity Theft Hotline: **1-877-ID-THEFT (1-877-438-4338)**

Back to top

Speak with us in Person
We'll be happy to answer your questions when you visit your local branch

Contact us by Phone
Call us at **1-800-BANK-BBT (1-800-226-5228)**

Send us an Email
Feel free to contact us by email

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BB&T Complete Client Protection

Branch Banking and Trust Company is a Member FDIC and an Equal Housing Lender.

1505

Take steps to respond to and recover from identity theft as soon as you suspect it.

What are the steps I should take if I'm a victim of identity theft?
What is a fraud alert?
What is a credit freeze?
What is an identity theft report?
What do I do if the police only take reports about identity theft over the Internet or telephone?
What do I do if the local police won't take a report?
How do I prove that I'm an identity theft victim?
Should I apply for a new Social Security number?

What are the steps I should take if I'm a victim of identity theft?

If you are a victim of identity theft, take the following four steps as soon as possible, and keep a record with the details of your conversations and copies of all correspondence.

1. Place a fraud alert on your credit reports, and review your credit reports.

Fraud alerts can help prevent an identity thief from opening any more accounts in your name. Contact the toll-free fraud number of any of the three consumer reporting companies below to place a fraud alert on your credit report. You only need to contact one of the three companies to place an alert. The company you call is required to contact the other two, which will place an alert on their versions of your report, too. If you do not receive a confirmation from a company, you should contact that company directly to place a fraud alert.

TransUnion: 1-800-680-7289; www.transunion.com; Fraud Victim Assistance Division, P.O. Box 6790, Fullerton, CA 92834-6790

Equifax: 1-800-525-6285; www.equifax.com; P.O. Box 740241, Atlanta, GA 30374-0241

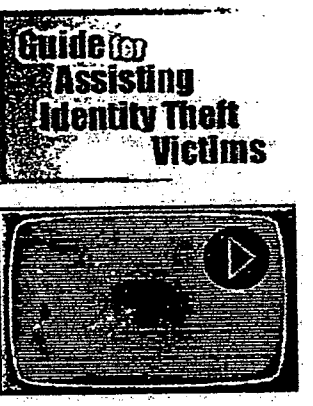
Experian: 1-888-EXPERIAN (397-3742); www.experian.com; P.O. Box 9554, Allen, TX 75013

Once you place the fraud alert in your file, you're entitled to order one free copy of your credit report from each of the three consumer reporting companies, and, if you ask, only the last four digits of your Social Security number will appear on your credit reports. Once you get your credit reports, review them carefully. Look for inquiries from companies you haven't contacted, accounts you didn't open, and debts on your accounts that you can't explain. Check that information, like your Social Security number, address(es), name or initials, and employers are correct. If you find fraudulent or inaccurate information, get it removed. See Correcting Fraudulent Information in Credit Reports to learn how. When you correct your credit report, use an Identity Theft Report with a cover letter explaining your request, to get the fastest and most complete results.

Continue to check your credit reports periodically, especially for the first year after you discover the identity theft, to make sure no new fraudulent activity has occurred.

back to top

Hot Links



Watch the video

Use Our Materials In Your Community

The President's Identity Theft Task Force

File a Complaint with the FTC

Test Your Knowledge about Identity Theft – Take the OnGuard Online Quiz

Key Publications

How To Plan and Host *Protect Your Identity Days* Kit *(PDF 6MB)*

To Buy or Not To Buy: Identity Theft Spawns New Products and Services To Help Minimize Risk *(PDF 229KB)*

Take Charge: Fighting Back Against Identity Theft *(PDF 4.9MB)*

2. Close the accounts that you know, or believe, have been tampered with or opened fraudulently.

Call and speak with someone in the security or fraud department of each company. Follow up in writing, and include copies (NOT originals) of supporting documents. It's important to notify credit card companies and banks in writing. Send your letters by certified mail, return receipt requested, so you can document what the company received and when. Keep a file of your correspondence and enclosures.

When you open new accounts, use new Personal Identification Numbers (PINs) and passwords. Avoid using easily available information like your mother's maiden name, your birth date, the last four digits of your Social Security number or your phone number, or a series of consecutive numbers.

If the identity thief has made charges or debits on your accounts, or has fraudulently opened accounts, ask the company for the forms to dispute those transactions:

- For charges and debits on existing accounts, ask the representative to send you the company's fraud dispute forms. If the company doesn't have special forms, use the sample letter to dispute the fraudulent charges or debits. In either case, write to the company at the address given for "billing inquiries," NOT the address for sending your payments.
- For new unauthorized accounts, you can either file a dispute directly with the company or file a report with the police and provide a copy, called an "Identity Theft Report," to the company.
  - If you want to file a dispute directly with the company, and do not want to file a report with the police, ask if the company accepts the FTC's ID Theft Affidavit (PDF, 56 KB). If it does not, ask the representative to send you the company's fraud dispute forms.
  - However, filing a report with the police and then providing the company with an Identity Theft Report will give you greater protection. For example, if the company has already reported these unauthorized accounts or debts on your credit report, an Identity Theft Report will require them to stop reporting that fraudulent information. Use the cover letter to explain to the company the rights you have by using the Identity Theft Report. More information about getting and using an Identity Theft Report can be found here.

Once you have resolved your identity theft dispute with the company, ask for a letter stating that the company has closed the disputed accounts and has discharged the fraudulent debts. This letter is your best proof if errors relating to this account reappear on your credit report or you are contacted again about the fraudulent debt.

back to top

3. File a complaint with the Federal Trade Commission.

You can file a complaint with the FTC using the online complaint form; or call the FTC's Identity Theft Hotline, toll-free: 1-877-ID-THEFT (438-4338); TTY: 1-866-653-4261; or write Identity Theft Clearinghouse, Federal Trade Commission, 600 Pennsylvania Avenue, NW, Washington, DC 20580. Be sure to call the Hotline to update your complaint if you have any additional information or problems.

By sharing your identity theft complaint with the FTC, you will provide important information that can help law enforcement officials across the nation track down identity thieves and stop them. The FTC can refer victims' complaints to other government agencies and companies for further action, as well as investigate companies for violations of laws the agency enforces.

Additionally, you can provide a printed copy of your online Complaint form to the police to incorporate into their police report. The printed FTC ID Theft Complaint, in conjunction with the police report, can constitute an Identity Theft Report and entitle you to certain protections. This Identity Theft Report can be used to (1) permanently block fraudulent information from appearing on your credit report; (2) ensure that debts do not reappear on your credit report; (3) prevent a company from continuing to collect debts that result from identity theft; and (4) place an extended fraud alert on your credit report.

4. File a report with your local police or the police in the community where the identity

Information Compromise and the Risk of Identity Theft: Guidance for Your Business *(PDF 152KB)*

Protecting Personal Information: A Guide for Business *(PDF 3.47MB)*

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 34

3/28/2008 & 6/12/2008 from FDIC to BBT

#34

3/28/2008 letter from FDIC to BBT

6/12/2008 letter from FDIC to BBT

Exhibit # 34

Number of Pages 3

1509

FDIC
Federal Deposit Insurance Corporation
Division of Supervision and Consumer Protection
2345 Grand Boulevard, Suite 100
Kansas City, MO 64108

Consumer Response Center
1-800-378-9581
Fax number 703-812-1020

March 28, 2008
Ref. No.: SCC2008F-001425-0

Ms. Lisa Nye
Quality Assessment/Chairman's Line Manager
BB&T Phone24 Call Center
2586 James B. White Highway, N
P.O. Box 632, Building A
Whiteville, North Carolina 28472

Re: Complaint of Cindy B. Hunt

Dear Ms. Nye:

Enclosed for your review is a copy of the referenced consumer's complaint.

Please review the issues raised in the enclosed complaint and advise us of your findings. Your written response should include copies of all pertinent documentation, including but not limited to applicable disclosures and, if appropriate, evidence that the problem has been resolved. Should you respond directly to the consumer, please include a copy of the response with the findings of your review. Please use the reference number shown above when responding and ensure that each issue of concern raised in the consumer's correspondence is addressed.

Your response to the FDIC could be released in full to the consumer under the Freedom of Information Act or Privacy Act, or when we determine the information provided, in whole or in part, may assist in explaining the situation to the consumer.

We request that you furnish your written response within 20 calendar days from receipt of this letter. Your response should be addressed to this office using the address above. If there are any questions regarding this matter, or if the nature of the complaint necessitates an extension of time, please contact this office at (800) 378-9581. Your assistance and prompt response will be appreciated.

Sincerely,

Lynne Gottesburen
Lynne Gottesburen
Consumer Affairs Specialist

Enclosure

1510 +4

FDIC
Federal Deposit Insurance Corporation
Division of Supervision and Consumer Protection
2345 Grand Boulevard, Suite 100
Kansas City, MO 64108

Consumer Response Center
1-800-378-9581
Fax number 703-812-1020

June 12, 2008
Ref. No.: SCC2008F-001425-1

Ms. Lisa Nye
Quality Assessment/Chairman's Line Manager
BB&T Phone24 Call Center
2586 James B. White Highway, N
P.O. Box 632, Building A
Whiteville, North Carolina 28472

Re: Complaint of Cindy Hunt

Dear Ms. Nye:

Enclosed for your review is a copy of the referenced consumer's complaint.

Please review the issues raised in the enclosed complaint and advise us of your findings. Your written response should include copies of all pertinent documentation, including but not limited to applicable disclosures and, if appropriate, evidence that the problem has been resolved. Should you respond directly to the consumer, please include a copy of the response with the findings of your review. Please use the reference number shown above when responding and ensure that each issue of concern raised in the consumer's correspondence is addressed.

Your response to the FDIC could be released in full to the consumer under the Freedom of Information Act or Privacy Act, or when we determine the information provided, in whole or in part, may assist in explaining the situation to the consumer.

We request that you furnish your written response within 20 calendar days from receipt of this letter. Your response should be addressed to this office using the address above. If there are any questions regarding this matter, or if the nature of the complaint necessitates an extension of time, please contact this office at (800) 378-9581. Your assistance and prompt response will be appreciated.

Sincerely,

Lynne Gottesburen

Lynne Gottesburen
Consumer Affairs Specialist

Enclosure

1511 ~~54~~

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 35

9/2/~~2010~~ from FDIC TO CBH

2008

#35

9/02/2008 letter from FDIC to Hunt

Exhibit # 35

Number of Pages 2

FDIC
Federal Deposit Insurance Corporation
Division of Supervision and Consumer Protection
2345 Grand Boulevard, Suite 100
Kansas City, MO 64108

Consumer Response Center
1-800-378-9581
Fax number 703-812-1020

September 2, 2008
Ref. No.: SCC2008F-001425-2

Ms. Cindy B. Hunt
195 D Willow Greens Drive
Conway, South Carolina 29526

Re: Branch Banking and Trust Company
Winston-Salem, North Carolina

Dear Ms. Hunt:

We have received your additional correspondence. In our prior correspondence to you and during telephone conversations with you, we have advised that the FDIC continues to follow up with the referenced bank regarding its compliance with the Privacy Rule, as well as all federal laws enforced by this agency. Results of such follow up are not releasable to the public.

The FDIC cannot assist you further. Therefore, if you wish to pursue this matter with the bank you may do so by contacting private legal counsel or by any other means available to you.

Sincerely,

Janet R. Kincaid
Chief, Consumer Response Center

1514

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 36

5/19/2008 closure of IOLTA & POD w/ exit interview

#36

5/19/2008 closure of IOLTA and POD accounts

Exhibit # 36

Number of Pages 2

BB&T

EXIT INTERVIEW

Account Number: [redacted] RETAIL

Product Type: INTEREST PLUS CHECKING (125)

Client Name: CINDY B HUNT

Date Closed: 05/19/2008

Closing Officer: 46853 SHELLEY C MCCLINTIC

Closing Branch: 44101 CONWAY - MAIN

Client Open Date : 08/13/1993 Account Open Date: 10/20/1993

Region: COASTAL REGION

Avg 12 Mo Balance: $ 26918.00

Branch of Ownership: 44101 CONWAY - MAIN

Account Officer: 54183 TAMRA T CANNON

Relationship Officer:

Reason for Leaving

Reason Code: 01 - SERVICE

Description: 25 - UNSATISFACTORY PROBLEM RESOLUTION (EXPLAIN IN COMMENTS)

New FI:

What could we have done better to save your account?

Is there anything that I could do to possibly keep you from closing your account today?

Account Saved: ☐ Yes ☒ No

Comments:
DISCLOSURES AND CONVERSION OF MONEY

1517

180 (0706)

Forward one copy to your Financial Center Manager
Forward one copy to your Regional Sales Coordinator

Date 05/19/2008

Miscellaneous Debit

BRANCH NAME: Conway Main
PREPARED BY: S. McClintic
DATE: 5/19/08
ACCOUNT NAME: C B Hunt
TRANSACTION DESCRIPTION:
CLIENT SIGNATURE: X C B Hunt
Serial Number
Account Number: [redacted]
→ USE FOR 10 DIGIT ACCOUNT NUMBER
Tran Code: 7103
Amount: $ 759687

F0008000678 (Rev. 09/19/05)

8044101 57000 004 #00069 12:37 05/19/08
#[redacted] CSHCHK $7,596.87

CLIENT COPY 1518

BB&T
Branch Banking and Trust Company

Miscellaneous Debit

BRANCH NAME: Conway Main
PREPARED BY: S. McClintic
DATE: 5/19/08
ACCOUNT NAME: C B Hunt DBA C B Hunt Attorney at Law
TRANSACTION DESCRIPTION:
CLIENT SIGNATURE: X C B Hunt
Serial Number
Account Number: [redacted]
→ USE FOR 10 DIGIT ACCOUNT NUMBER
Tran Code: 7103
Amount: $ 362558

F0008000678 (Rev. 09/19/05)

8044101 59000 004 #00070 12:38 05/19/08
#[redacted] CSHCHK $3,625.58

CLIENT COPY

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 37

June 4, 2012 letter to bbt mortgage

1519

Exhibit # 37

June 4, 2012 letter to BBT Mortgage

Number of Pages 7

1520

C. B. Hunt
195 D Willow Green Drive
Conway, South Carolina 29526
843 488-1131

04 June 2012

BBT Mortgage
Customer Service
PO Box 2467
Greenville, SC 29602-2467

Re: Setoff of Mortgage on loan number 6109263115
CB Hunt vs BBT, Danny Fogle, David Craven, Judy Teal, Mark Booz, Kathy Lambert & Kaci Sanbury.
c/a 4:09-CV-02151-001; and
c/a 4:11-CV-000870-001

SENT BY: Certified Mail Return Receipt

Dear BBT Mortgage,

I am writing to advise you that effective today as per the doctrine of setoff, your admission that my customer profile on your protected computers contained at least two unauthorized loans and the above referenced lawsuits and the misconduct alleged in the below listed documents that I am stopping payment on the above referenced mortgage today where the misconduct alleged include:

(1) Fraud upon the FDIC;
(2) Breach of fiduciary duty;
(3) Identity theft;
(4) False Entry under 18 U.S.C § 1005 and 12 U.S.C. § 503;
(5) Computer Fraud under 18 U.S.C. § 1030;
(6) Tying under 12 U.S.C. § 1972 and § 1975;
(7) Credit Reporting under 15 U.S.C § 1681n & 15 U.S.C. § 1681o; and
(8) RICO/Obstruction of Justice under 18 U.S.C. §§ 1961(4), (5), (9) & 1962(c)-(d), etc.

Please provide me with a copy of the title and mortgage to my home marked paid in full w/in ten days and see the Complaint at c/a 4:11-CV-000870-001 for other allegations.

The documents pertinent to this **continuing** matter have been filed in the United States District Court of Florence and/or the United States Court of Appeals at Richmond and they are:

The Complaint at Doc. # 38;
The proposed Amended Complaint at Doc. # 105-1; The Defendants Response at Doc # 108 and the Plaintiff's Reply at Doc. # 114;
The Complaint at c/a 4:11-CV-000870-001; and
The two enclosed letters from Hunt to BBT and from BBT to Hunt in September 2010.

With Kind Regards,

C B Hunt

CB Hunt

Cindy B. Hunt
195 D Willow Green Drive
Conway, South Carolina 29526
843 488-1131

September 24, 2010

BB&T (Carolina Forrest)
3894 Renee Drive
Myrtle Beach, SC 29579

Via: 1st Class Mail

Dear Sir,

Enclosed you will find a copy of my customer profile.

I currently have a mortgage, a debit card and a credit card at your Bank.

Recently in reviewing the enclosed customer profile I noticed that under the heading of loans there are two loan entries that do not belong to me: transfer management and portfolio.

I have never applied for; received money from or repaid loans called: transfer management and portfolio.

Please accept this letter as written notice that I dispute these two loan entries in my customer profile. Please research this matter and advise me of your findings.

Please be sure to include in your response a current copy of my customer profile.

I look forward to receiving your written response within thirty days.

With Kind Regards,

CB Hunt

CB Hunt

September 27, 2010

Dear Ms. Hunt,

We received your letter disputing two loans reported on your account profile from 7/19/07. According to our records your account profile currently does not reflect these loans. If you have any questions regarding this matter please feel free to contact your local banking center. Thank you for banking with BB&T.

Sincerely,

Natasha Alderman
Relationship Banker
Carolina Forest

BB&T

4 Renee Dr
le Beach, SC 29579

MAILED AT

PRESORTED FIRST CLASS

UNITED STATES POSTAGE

02 1R
0006555504
$ 00.
SEP 28
MAILED FROM ZIP CODE 2

Cindy B Hunt
195 D Willow Green Drive
Conway, SC 29526

GAYNS31 29526

1523

Account

Customer Relationship Profile

CINDY B HUNT

[redacted]

Tax ID Number	[redacted]
Main Phone	[redacted]
Business Phone	[redacted]
Email Address	
Keyword	
Address Type	Customer Primary Address
Birth Date	[redacted]
Identification	[redacted]
Privacy Act	OK to share information
Reg O	
Messages	No

Preferred Name	
Date Established	08/13/1993
Last Updated	05/30/2007
Branch Number	83
Officer	

Personal Account Relationship

Deposit Accounts	Account	Current Balance	Available Balance		Rate	Maturity Date	Direct Deposit	Relationship
Checking-Direct Free Interest	[redacted]9746	4,212.80	4,212.80		0.2500		No	Primary
Checking-Interest Checking	[redacted]6407	24,606.86	24,606.86		0.2500		No	Revocable Trust
Deposit Total		28,819.66	28,819.66					

Card Accounts	Account	Member	Status	
⊟ Debit	[redacted]2342		Open Card	View Profile 1
Checking	[redacted]9746			

Loan Accounts	Account	Current Balance	Available Balance		Rate	Maturity Date	Loan Exposure	Relationship
Transfer Management	[redacted]6407	0.00	0.00		0.0000			Borrower
Auto Fixed	[redacted]2442*	Closed	0.00		6.0000	5/21/2008	0.00	Borrower
Conventional Mortgage	[redacted]2234	Closed	0.00		4.8750	10/2033	0.00	Primary
Conventional Mortgage	[redacted]6466	147,063.66	0.00		6.3750	6/2037	0.00	Borrower
⊟ Portfolio	[redacted]8362							Borrower
Commercial Loan	[redacted]6700	Closed	0.00		0.0000	10/5/2007	0.00	Borrower
Loan Total		147,063.66	0.00				0.00	

Other Accounts	Account	Current Balance	Available Balance	Relationship
Credit Card	[redacted]0358	0.00	0.00	Borrower
Other Total		0.00	0.00	

* Indicates an account level address exists

Commercial / Non-Personal Account Relationships

CINDY B HUNT DBA

Deposit Accounts	Account	Current Balance	Available Balance		Rate	Maturity Date	Direct Deposit	Relationship

Customer Source - Customer Relationship Profile

Checking-Iolta Checking	[redacted]1328	17,119.06	17,119.06	No Rate	No	Authorized Signer
Deposit Total		**17,119.06**	**17,119.06**			

* Indicates an account level address exists

CAROLINA FOREST BRANCH
MYRTLE BEACH, South Carolina
295799998
4518030579 -0097
06/04/2012 (843)236-0657 01:53:00 PM

Sales Receipt

Product Description	Sale Qty	Unit Price	Final Price
GREENVILLE SC 29602			$0.65
Zone-2 First-Class Letter			
1.10 oz.			
Expected Delivery: Wed 06/06/12			
Return Rcpt (Green Card)			$2.35
Certified			$2.95
Label #:	70031010000361306704		
Issue PVI:			$5.95
Total:			$5.95

aid by:
sterCard $5.95
Account #: XXXXXXXXXXXX6482
Approval #: 07726Z
ransaction #: 525
3 902983261

r stamps at usps.com/shop or call
)-Stamp24. Go to usps.com/clicknship
int shipping labels with postage.
ther information call 1-800-ASK-USPS
****
****
ur mail when and where you want it
secure Post Office Box. Sign up for
nline at usps.com/poboxes.
****
****

Bill#: 1000302461578
Clerk: 06

7003 1010 0003 6130 6704

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com
GREENVILLE SC 29602
OFFICIAL USE

Postage	$	$0.65
Certified Fee		$2.95
Return Receipt Fee (Endorsement Required)		$2.35
Restricted Delivery Fee (Endorsement Required)		$0.00
Total Postage & Fees	$	$5.95

MYRTLE BEACH SC 29579 USPS 06 JUN 20 Postmark Here
06/04/2012

Sent To BBT Mortgage
Street, Apt. No.; or PO Box No. PO Box 2467
City, State, ZIP+4 Greenville, SC 29602-2467
PS Form 3800, June 2002 See Reverse for Instructions

SubTotal	1.20
Taxes	0.10
Total	1.30

Earn rewards with FedEx Office
Earn points for your eligible FedEx Office purchases when you sign up for My FedEx Rewards. Go to fedex.com/rewards to sign up today.

The Cardholder agrees to pay the Issuer of the charge card in accordance with the agreement between the Issuer and the Cardholder.

FedEx Office Print & Ship Centers

1170 Seaboard Common
Myrtle Beach,SC 29577
(843) 626-5592

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
BBT Mortgage
Customer Service
P.O Box 2467
Greenville, SC
29602-2467

COMPLETE THIS SECTION ON DELIVERY

A. Signature X Alfred C Jenkins ☐ Agent ☐ Addressee
B. Received by (Printed Name) Alfred C. Jenkins C. Date of Delivery JUN - 7 2012
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7003 1010 0003 6130 6704
PS Form 3811, February 2004 Domestic Return Receipt 595-02-M-1540

To BBT 6/7/2012

1526

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 42

3/13/2012 financial statement of BBT

1527

Exhibit # 41

BBT Financial Statement

2 Pages

1528

BB&T declares 4.3% increase in common dividend per share

Apr 29, 2014

WINSTON-SALEM, N.C., April 29, 2014 /PRNewswire/ -- The board of directors of BB&T Corporation (NYSE: BBT) today declared the following regular quarterly dividends payable June 2, 2014, to shareholders of record at the close of business May 16, 2014:

- A dividend of $0.24 per common share, a 1-cent, or 4.3-percent, increase from the prior quarterly common dividend and a 1-cent increase from the same quarter a year ago.
- A dividend of $365.625 per share (equivalent to $0.365625 per depositary share or 1/1,000th interest per share) on BB&T's Series D Non-Cumulative Perpetual Preferred Stock (NYSE: BBT PrD)
- A dividend of $351.5625 per share (equivalent to $0.3515625 per depositary share or 1/1,000th interest per share) on BB&T's Series E Non-Cumulative Perpetual Preferred Stock (NYSE: BBT PrE)
- A dividend of $325.000 per share (equivalent to $0.325000 per depositary share or 1/1,000th interest per share) on BB&T's Series F Non-Cumulative Perpetual Preferred Stock (NYSE: BBT PrF)
- A dividend of $325.000 per share (equivalent to $0.325000 per depositary share or 1/1,000th interest per share) on BB&T's Series G Non-Cumulative Perpetual Preferred Stock (NYSE: BBT PrG)

"We are pleased to provide a dividend increase to our common stock shareholders," said Chairman and Chief Executive Officer Kelly S. King. "The increase follows the recent review of our capital plan, which received no objection from bank regulators. We remain committed to providing strong long-term returns to our shareholders."

BB&T has approximately 718 million shares of common stock, 23 million depositary shares related to its Series D Non-Cumulative Perpetual Preferred Stock, 46 million depositary shares related to its Series E Non-Cumulative Perpetual Preferred Stock, 18 million depositary shares related to its Series F Non-Cumulative Perpetual Preferred Stock and 20 million depositary shares related to its Series G Non-Cumulative Perpetual Preferred Stock. BB&T has paid a cash dividend to shareholders of its common stock every year since 1903.

About BB&T

BB&T is one of the largest financial services holding companies in the U.S. with $183 billion in assets and market capitalization of $26.4 billion, as of December 31, 2013. Based in Winston-Salem, N.C., the company operates 1,825 financial centers in 12 states and Washington, D.C., and offers a full range of consumer and commercial banking, securities brokerage, asset management, mortgage and insurance products and services. A Fortune 500 company, BB&T is consistently recognized for outstanding client satisfaction by J.D. Power and Associates, the U.S. Small Business Administration, Greenwich Associates and others. More information about BB&T and its full line of products and services is available at BBT.com.

SOURCE BB&T Corporation

For further information: ANALYSTS - Alan Greer, Executive Vice President, Investor Relations, (336) 733-3021, AGreer@BBandT.com; MEDIA - Cynthia Williams, Senior Executive Vice President, Corporate Communications, (336) 733-1478, Cynthia.Williams@BBandT.com

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Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 44

BSA #1 (old exhibit # 23)

#44

RECEIVED
USDC CLERK, FLORENCE S

2010 NOV 15 P 3:14

RECEIVED
2012 MAY 25 PM 2:19
KENNEY BOONE
SHERIFF
FLORENCE COUNTY

Exhibit # ~~000~~ 44

Number of Pages ~~29~~

RECEIVED
2012 MAY 25 PM 2:19
KENNEY BOONE
SHERIFF
FLORENCE COUNTY

BANK SERVICES AGREEMENT

CONSTANT CREDIT AGREEMENT

PRIVACY NOTICE

BB&T

1534

BANK SERVICES AGREEMENT

A. General Legal Agreement 5
B. Ownership of Accounts 5
1. Individual 5
2. Joint 5
3. Payable On Death (P.O.D.) 5
4. Uniform Transfers to Minors 5
5. Fiduciary 5
6. Written Trust 6
7. Personal Agency (NC Only) 6
C. Rules Applicable to All Accounts 6
1. Correction of Errors 6
2. Provisional Credit 6
3. Missing Endorsements 6
4. Stop Payment 6
5. Deduction of Fees 7
6. Deposits to Account 7
7. Payment of Items 7
8. Right to Close Account 7
9. Banking Day 8
10. Statements 8
11. Forged or Unauthorized Transactions 8
12. Stale Items 9
13. Right of Setoff 9
14. Postdated Items 9
15. Incomplete or Conditional Items 9
16. Non-Sufficient Funds/Overdrafts 10
17. Overdraft Protection 10
18. Legal Process Against Your Account 10
19. Disputes Concerning Your Account 10
20. Responsibility for Bank's Expenses 11
21. Death or Incompetence 11
22. Delayed Return of Item 11
23. Items Payable Jointly 11
24. Relationship of Bank and Depositor 11
25. Preauthorized Demand Drafts 11
26. Dual Signatures/Special Purpose Accounts 11
27. Power of Attorney 11
28. Arbitration 11
29. Law Governing your Account 12
D. Money Management Accounts 12
E. Non-Interest Bearing Accounts 13
F. Interest Bearing Accounts 13
1. Regular Savings Accounts 13
2. BB&T eSavings Accounts 13
3. Regular Savings Used for Overdraft Protection 14
4. Money Rate Savings Account 14
5. Investor's Deposit Accounts 14
6. High Performance Checking 15
7. Classic Banking and Elite Gold 15
G. Certificates of Deposit 15
H. Funds Availability 17
I. Backup Withholding & Taxpayer Identification 18
J. Bank Secrecy Act 18
K. Electronic Fund Transfer Agreement & Disclosures 19
L. Substitute Check Disclosures 22

1535

CONSTANT CREDIT AGREEMENT AND INITIAL TRUTH-IN-LENDING DISCLOSURES

Constant Credit Agreement 23

1. Credit Limit 23
2. Advance Options 23
3. Minimum Payment 23
4. Payment Options 23
5. Monthly Statement 24
6. Termination of Agreement by BB&T 24
7. Termination of Agreement by Either Party 24
8. Joint and Several Liability 24
9. Change in Agreement 24
10. Disputed Accounts 24
11. Information Sharing 24
12. Accuracy of Credit Information 24
13. Notice of Furnishings of Negative Information 24

Truth-In-Lending Disclosures 25

1. North Carolina, South Carolina, Virginia, Washington DC, Kentucky and Indiana Residents Only Finance Charges 25
2. Georgia Residents Only Finance Charges 25
3. Maryland, Tennessee, Alabama, Florida, and West Virginia Residents Only Finance Charges 25
4. Annual Fee 25
5. Late Charges 25
6. Security Interest 25
7. Right of Offset 25
8. Billing Rights 25

Your Rights and Our Responsibilities After We Receive Your Written Notice 26

BB&T CORPORATION CONSUMER PRIVACY

BB&T Corporation Consumer Privacy Notice 26
Categories of Information We May Collect 26
Disclosure of Information to Third Parties 27
Information We May Share Within the BB&T Corporate Family 27
How to tell us Not to Share This Information Within our Corporate Family 27
Our Security Procedures 27
Our Privacy Protections 27
Our Commitment 27

1536

A. GENERAL LEGAL AGREEMENT

This Agreement governs all accounts between Branch Banking and Trust Company (herein referred to as "Bank," "we," "our," or "us") and its clients (whether one or more, herein referred to as "Depositor," "you" or "your"). When you open or maintain an account with the Bank, you are agreeing to the terms of this Agreement. It is a legally binding contract. The terms of this Agreement, including pricing or other changes to your account, may be amended from time to time by the Bank. Amendments to this Agreement will be accomplished by written notice to you. The notice may be included in or on your account statement. The notice may state that there has been a change to your account and instruct you to pick up a revised agreement at your local branch. Continued use of your account following notice of amendment or a change to the account constitutes your acceptance of such changes. Please keep a copy of this Agreement for your reference.

The schedule of fees, maintenance charges and minimum balance requirements for each deposit account is contained in a separate document called the "Personal Services Pricing Guide." The Guide, as it may be amended from time to time, is incorporated herein by reference.

Any waiver of the terms of this Agreement must be in writing and signed by the parties making the waiver. Any failure by the Bank to insist upon the Depositor's strict performance of any of the terms of this Agreement shall not be deemed or construed as a waiver of these or any other terms. Neither party shall, by mere lapse of time, be deemed to have waived any breach by the other party of any terms or provisions of this Agreement. The waiver by either party of any breach shall not affect the right of the Bank to enforce any of its rights with respect to other customers or to enforce any of its rights with respect to later transactions with you and is not sufficient to modify the terms and conditions of this Agreement. If any provision, or a portion thereof, of this Agreement or its application to any party or circumstance shall be declared void, illegal or unenforceable, the remainder of the provision and the Agreement shall be valid and enforceable to the extent permitted by law.

B. OWNERSHIP OF ACCOUNTS

The following provisions describe the rules applicable to the various types of deposit accounts available. Not all accounts may be available in your area or through the method in which your account was opened. Please contact a Bank representative for more information.

You agree that when you open an account, the titling of the account is proper, and that the Bank has no responsibility to inform you as to how the titling may affect your legal interests. If you have any questions as to the legal effects of an account, you should consult with your own attorney or advisor. You further agree that you are solely responsible for meeting all of the requirements for establishing and maintaining the type of account you desire and ensuring that you have properly completed any applicable documents or forms. You agree to sign the documentation necessary to create the proper ownership of your account.

1. **INDIVIDUAL.** Any account may be owned by a Depositor individually subject to the terms of this Agreement and applicable law. In the Bank's discretion, you may authorize another person to write checks on the account without granting an ownership interest in your account by use of an authorization form acceptable to the Bank.

2. **JOINT.** The co-owners of a joint account are those persons who have signed the signature card as joint owners. Each joint owner appoints the other as his or her agent to deposit, withdraw and conduct any business on the joint account, including, but not limited to, pledging or encumbering the account. Any joint owner may appoint an attorney-in-fact for the account but we reserve the right to require the consent of all joint owners. Acting as agent, any joint owner can endorse for deposit a check, draft or other payment order made payable to any other joint owner. You agree that each joint owner may withdraw or transfer, by any means the Bank makes available, any or all of the funds on deposit, close the account, place or remove a stop payment order, or create an overdraft in the account (which the Bank may collect from any joint owner). Each joint owner authorizes the Bank to exercise setoff and enforce its security interest in the entire joint account even though only one of the joint owners is the debtor. These rights exist irrespective of who contributes funds to the joint account. The Bank is not bound by the knowledge of, and has no duty to inquire as to, the source of funds deposited into the joint account and each joint owner shall have an equal and undivided interest in the entire account. Any notices, which we are required to send to you, will be deemed adequate if delivered to any co-owner. (In Maryland joint accounts whenever established, are subject to the provisions of Section 1-204 of the Annotated Code of Maryland, Financial Institutions Article).

   Joint With Survivorship. If a joint account is either designated or determined to be with the right of survivorship, upon the death of any joint owner, the surviving joint owner shall be entitled to any funds remaining in the account at the time of death. Distribution of the funds upon the death of any joint owner will be subject to the provisions of any applicable state law.

   Joint Without Survivorship. If a joint account is either designated or determined to be without the right of survivorship, upon the death of any joint owner, that owner's equal share in the account belongs to his or her estate and the surviving joint owner shall be entitled to the remaining funds. Distribution of the funds upon the death of any joint owner will be subject to the provisions of any applicable state law.

3. **PAYABLE ON DEATH (P.O.D.).** A P.O.D. account is a revocable account held in the name of one or more persons as owner(s) with one or more persons designated as beneficiaries or P.O.D. payees where the relationship is established by the form of account as designated on the signature card and not by separate written agreement. During the owner's lifetime, the funds in the account are the property of the owner(s) and the owner(s) can take any proper action with respect to the account or the funds in the account including changing the designated beneficiary or P.O.D. payee. You agree that a change in beneficiaries is effective only upon a change to the signature card and that the Bank may rely only upon such signature card to determine the proper beneficiaries. Payment of funds upon an owner's death shall be in accordance with the signature card and any applicable state law.

4. **UNIFORM TRANSFERS TO MINORS.** An account designated on the signature card as "Uniform Transfers to Minors" or "Uniform Gift to Minors" account shall be governed by applicable state law. The signature card shall name a custodian who shall have authority on behalf of the minor to make withdrawals from, deposits to and otherwise transact business in the account. No ownership rights or interest in the account is granted to the custodian. The custodian must notify the Bank in writing immediately upon the death of the minor or at the time the minor attains the age of majority. Before it receives such notice, the Bank may honor any checks or drafts written on the account without incurring any liability to the minor or any third party and the custodian will be liable to the Bank for any loss or expense it incurs because of failure to give prompt notice. The Bank may rely on the custodian's authority to act on behalf of the minor until the Bank has received written notice that a successor custodian has been duly appointed or that the custodian's authority has been otherwise terminated in accordance with applicable law. Upon reaching the age of majority, the minor will be entitled to the funds in the account consistent with applicable state law.

5. **FIDUCIARY.** Fiduciary accounts are only available to a court appointed individual acting as guardian, personal representative, trustee, custodian or conservator. The fiduciary's capacity must be designated as such on the signature card. The Bank is authorized to follow the directions of the fiduciary regarding the account until it receives written notice that the fiduciary's authority has been terminated in such a manner as is satis-

factory to the Bank and the Bank has had reasonable time to act upon that notice. The terms of any trust agreement, court order, or other document under which the account is opened will govern the account, and the Bank has the right, but not the obligation, to review any such document. The Bank assumes no liability for the administration of any trust or fiduciary relationship whether or not the Bank has been provided with a copy of such document, and we shall not be liable to anyone for the misapplication of funds from an account by an agent, fiduciary, trustee or custodian.

6. **WRITTEN TRUST.** Written trust accounts are established by a legally enforceable trust agreement. You represent that you are authorized under applicable law and the governing documents to open the account in the name and manner requested. The Bank will not read or attempt to interpret these trust documents. The Bank will have no duty to monitor the accounts of the trustee and assumes no liability for the administration of the trust.

7. **PERSONAL AGENCY (NC ONLY).** An account designated on the signature card or other written contract as a "Personal Agency Account" is governed by the provisions of N.C.G.S. 53-146.3 or its successor. The signature card or other written contract shall name an agent who shall have authority on behalf of the Depositor to make, sign or execute checks drawn on the account or otherwise make withdrawals or transfers from the account; endorse checks made payable to the Depositor for deposit only into the account; and deposit cash or negotiable instruments, including instruments endorsed by the Depositor, into the account. No ownership rights or interest in the account is granted to the Agent. At the death of the Depositor there is no right of survivorship to the account and the funds remaining in the account will be controlled by the Depositor's will or inherited by his heirs.

C. RULES APPLICABLE TO ALL ACCOUNTS

Unless this Agreement otherwise indicates: "item" means any instrument or a promise or order to pay money handled by a bank for collection or payment but does not include a payment order for a wire transfer, cash, documentary drafts, notes, credit or debit card slips, or other instruments of a type not routinely accepted for collection or payment to deposit accounts by the Bank; "account" means any deposit or credit account with the Bank and includes a demand, time, savings, passbook, share draft, or like account other than an account evidenced by a Certificate of Deposit. Although excluded from the definition of "account," Certificates of Deposit, whether evidenced by a certificate or book-entry, are subject to the terms and conditions of this Agreement.

1. **CORRECTION OF ERRORS.** Any error in the description, or in the amount, of any deposit is subject to correction by the Bank within a reasonable time after discovery of the error. Any deposit received from the Depositor is based on the Depositor's representation and is not an admission by the Bank that the amount or type of deposit shown was received by the Bank. The Bank shall have no duty to compare the items listed on the deposit slip with the items accompanying the slip, or to perform any audit or accounting function for the Depositor with respect to such listing of items deposited. Depositor has a duty to review any statements and report any errors to the Bank within thirty (30) days after the statement date. You agree that your statement will be deemed final and that all activity and balances are correct for all purposes after thirty (30) days from the statement date.

2. **PROVISIONAL CREDIT.** All items are credited to your account or cashed against your account on a provisional basis that may be revoked if payment of the item is not received. You agree that for any item not paid, returned unpaid, that we believe will be returned unpaid, or is returned pursuant to any applicable operating or clearinghouse rule, the Bank may charge back the item against your account without regard to whether such item was returned within any applicable deadlines. At our option and without notice to you that an item has been returned, we may resubmit any returned item for payment. You waive notice of nonpayment, dishonor and protest regarding any items credited to or charged against your account. You further agree that regardless of any final settlement, if an item is cashed against your account or deposited to your account and is unpaid or is returned to us based upon a breach of warranty claim or any other reason, we may deduct the amount of the item from your account or place a hold on your account for the amount of the item until liability for the item is determined.

   In receiving items for deposit or collection, the Bank acts as your collection agent and assumes no responsibility beyond the exercise of ordinary care. The Bank will not be liable for the negligence or default of any correspondent or for the loss of any item while in transit. You agree to maintain a description of all items deposited to your account and to furnish the same to the Bank upon request and to fully cooperate in securing replacement of any item credited to your account, but subsequently lost, stolen or destroyed. Your failure to cooperate may result in either the Bank placing a hold on your account or exercising a right of set-off for the amount of the item previously credited. You agree to indemnify and hold the Bank harmless from any loss, claim or damage we incur based on your failure to cooperate with the Bank to obtain replacement of an item.

   We may refuse to accept for deposit or collection items payable in a currency other than U.S. dollars. If we accept such an item, you have the risk associated with currency fluctuation. Items drawn on foreign banks are subject to final payment by the foreign bank and as such may be returned unpaid later than a similar item drawn on a U.S. bank. U.S. laws and regulations governing the time for returns and collections are not applicable and you bear the entire risk of a returned item which can be charged back to your account at any time. You agree that we may use our current buying or selling rate, as applicable, when processing such an item, inclusive of any domestic or foreign bank.

3. **MISSING ENDORSEMENTS.** The Bank is authorized to accept for collection and credit to your account items made payable to any one or more of the parties in whose name your account is established, with or without endorsement. If you fail to endorse an item that you submit for deposit, the Bank has the right, but is not obligated, to supply the missing endorsement.

4. **STOP PAYMENT.** A Depositor may by order to the Bank stop payment of any item payable from his or her account. The stop payment order must be received by the Bank at such time and in such manner as to afford the Bank a reasonable opportunity to act on it prior to any action by the Bank with respect to the item. For purposes of determining whether to act on a stop payment order, an item is deemed received when it is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your account has been deposited for collection in another financial institution, and no more than one such determination need be made. All stop payment orders which are received by the Bank on a Saturday, Sunday, Bank holiday, or after two o'clock p.m. on a Banking Day shall be treated as having been received on the next Banking Day. Because items are retrieved by a computer, the depositor must inform the Bank of the exact amount of the item, the item number, date, payee, and the account number. The Bank is not responsible for failure to stop payment if the item is not defined with reasonable certainty. A stop payment order is effective for six (6) months from the date it was received and may be renewed in writing for additional six (6) month periods. The Bank will honor a stop payment order placed by one of the Depositors of a multiple party account. **You may not stop payment on a cashier's check or certified check.** The Bank may recredit your account after paying an item over a valid and timely stop payment order to the extent of any loss you actually suffered. You must prepare and sign a statement fully describing the dispute establishing your rights against the payee, agree to transfer to the Bank all of your rights against the payee or other holder of the item, and assist the Bank in any legal action taken against that party.

   If you request a stop payment on a check that is presented to us for payment electronically (such as a substitute check, converted check, remotely created check or imaged check) that does not contain the check number, we will attempt to stop payment based on the information you provided. We will have no liability for our inability to stop payment on such an electronic item as our stop payment process is dependent upon the ability to read a check number. You may be charged a stop payment fee even if we are unable to effect your stop payment order.

1538

5. **DEDUCTION OF FEES.** Maintenance and activity fees and fees for returned checks, insufficient funds, overdrafts, stop payment orders, charges for check printing, and other service charges made in accordance with the rules of the Bank in effect at the time of such charge may be deducted prior to any other debits to your account. The Bank shall not be liable for dishonoring checks or drafts presented for payment because of insufficient funds being in the account as a result of deducting such fees. Any fees (or portions thereof) unposted due to insufficient funds at the time for posting may be collected at a later date without prior notice when sufficient funds are available in the account.

6. **DEPOSITS TO ACCOUNT.** We may accept deposits to your account from any source, and we need not question the authority of the person making the deposit. The Bank may also refuse to accept any item or any funds tendered to it for collection or for deposit. You further agree that the Bank may impose a fee for, or decline payment of, a check or other item drawn against your account that is presented for payment over the counter at the Bank rather than being deposited in an account at another institution and presented for payment through the check collection system. The Bank also has the right to refuse to cash a check against your account and require that the item be deposited. Deposits may be made in person, through an ATM or by mail. Deposits may not be made through any night deposit receptacle. The bank assumes no liability for any item delivered through a night deposit receptacle. In its sole discretion, the bank may process any such delivery and you agree to indemnity and hold the bank harmless from any loss, claim or damage arising out of such delivery.

7. **PAYMENT OF ITEMS.** For purposes of this subsection, an "item" is a debit to your account which includes a check, substitute check, purported substitute check, electronic item or transaction, draft, demand draft, remotely created item, image replacement document, indemnified copy, ATM withdrawal or transfer, PIN-based point of sale transaction, signature-based point of sale transaction, preauthorized payment, automatic transfer, telephone-initiated transfer, ACH transaction, Online Banking transfer or bill payment instruction, withdrawal slip, in-person transfer or withdrawal, cash ticket, deposit adjustment, any other instruction or order for the payment, transfer or withdrawal of funds, and an image or photocopy of any of the foregoing.

   We may process items for payment against your account in any order that we choose. Currently, we process items from highest to lowest dollar based on certain priorities. These priorities may be determined by the date and/or time a transaction was initiated. For example, a point-of-sale (POS), transaction conducted on a Monday may not post to your account until Wednesday. The POS transaction may be processed before checks and other items that are also presented for payment on Wednesday. This method would allow more items to be paid in the order they were conducted but could result in additional overdrafts. The Bank has the discretion to process items even if your account has an insufficient available balance to pay such items. Your "available" balance represents the amount of funds available for withdrawal or to pay items presented against your account. The "available" balance may not be the same as your "current" or "posted" balance. For example, your available balance may be reduced by a POS transaction in which the merchant has obtained authorization from the Bank but that has not been presented for payment. We consider such pending transactions in the calculation of your available balance. We may change our priorities or posting order in our sole discretion at any time without notice to you regardless of whether additional fees may result.

   In the check payment process, the Bank employs techniques to assist in the detection of unauthorized items that may be presented against your account for payment. If a particular item appears to represent unusual activity on your account, you authorize the Bank, in its discretion, to reject the item and return it unpaid. If the returned item was, in fact, properly payable, you agree to hold the Bank harmless from any claims, loss or damages as a result of the Bank not paying the check.

   Certain retailers and merchants have implemented a procedure to convert checks into electronic debits. Upon purchase, you complete your check in the usual manner. The check will then be passed through a machine to capture the relevant bank information and purchase amount, stamped "VOID" and returned to you. You will sign an authorization slip (similar to a credit or debit card slip) permitting the check to be converted to an Electronic Fund Transfer and allowing your account to be immediately debited. To avoid causing NSF/Overdrafts you must ensure that you have sufficient funds in your account to cover the amount of the check. Because the check is not sent to the bank for processing, a copy will not be available through the Bank. Your electronic check purchases will be listed in the "Other Withdrawals and Debits" section as an "Electronic Check Purchase" on your monthly statement. In addition, certain companies that accept payment through remittance and lockbox location have begun to convert checks into an electronic format. Both of these types of transactions are governed by the Electronic Fund Transfer Agreement and Disclosures.

   Certain financial institutions may also convert checks into an electronic format or substitute check for presentment to, and payment from, the Bank. You agree that your account may be debited on the day an item is represented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your account has been deposited for collection in another financial institution. A determination of your account balance for purposes of making a decision to dishonor an item for insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of return of the item, and no more than one such determination need be made. To avoid causing NSF/Overdrafts you must ensure that you have sufficient funds in your account to cover the amount of the check, taking in to account the reduction of your available balance caused by holds on your account as further described herein.

8. **RIGHT TO CLOSE ACCOUNT.** The Bank may close any account with or without cause at any time. The Bank shall give the Depositor either oral or written notice of its intention to close the account. If given in writing, the notice will be forwarded to the Depositor's last address as shown on the Bank's records. In the case of oral notice, the Depositor shall have five (5) days from the date of notice to withdraw all funds from the account. In the case of written notice, the Depositor shall have seven (7) days from the date appearing on the notice to withdraw all funds from the account. Upon notice, you must cease writing checks against your account. The Bank shall not be liable for dishonoring any items written after the notice date. In the event the Depositor has not withdrawn all funds to close the account within those time limits, the Bank will close the account and mail the Depositor a check for such funds remaining in the account, after deducting all applicable fees and charges, to the Depositor's last address shown on the records of the Bank. Closing the account does not release the Depositor from the payment of accrued fees or liability for items in process. The Bank may in its discretion close an account without prior notice to the Depositor if the account has a negative balance, or if the Bank has a reasonable basis to believe that the Depositor is involved in an activity that may result in a loss to the Bank, which may include depositor being listed on check systems or other credit reporting agencies. Any waiver by the Bank of its right to close an account for a reason which constitutes cause shall not be a waiver prospectively of the Bank's right at a later time to close the Depositor's account for the same or similar reason. All demand deposit accounts with a negative or zero balance and no activity for sixty-two (62) consecutive days may be closed by the Bank without notice. All savings accounts with a negative or zero balance and no activity for ninety-two (92) consecutive days may be closed by the Bank without notice. The Bank further reserves the right to reject any deposit which is made to a closed account by returning the item or by crediting the item to another active account of the Depositor at the Bank. The Bank reserves this right notwithstanding that the deposit may have been processed at its data processing center and/or the Depositor was given a receipt for the deposit. The deposit receipt shall not constitute acceptance of funds in such instance and the Bank shall have no liability to the Depositor for any checks returned unpaid which are drawn on a closed account even if the Depositor attempts to make a deposit to the account.

9. **BANKING DAY.** "Banking Day" means any business day on which the Bank is open to the public for carrying on substantially all of its banking functions at a majority of its branches located within that state. If we receive an item on a weekend, holiday or after our cut-off hour on a business day, the item is deemed to have been received on our next business day. Our business days and cut-off hours are posted at our branches and ATM cut-off hours are displayed on the ATM deposit screen and are subject to change from time to time in our discretion.

10. **STATEMENTS.** Statements for your account, notices, other information or services regarding your account will be mailed, sent electronically or otherwise be made available to you at regular intervals depending on your account type. The statement or account information will be delivered to the postal or electronic address of the primary account owner as reflected in our records. Mailed statements shall be deemed received by you on the earlier of the actual date of receipt or 5 calendar days after the date appearing on the statement. Electronic statements shall be deemed received on the date they are transmitted to the e-mail address you provided. The primary owner shall be responsible for providing copies of statements to any co-owners of the account.

You agree to notify us immediately of any change in your contact information, including postal address, e-mail address and telephone number. The Bank may rely on any instructions purportedly made by you, or on your behalf, to change your contact information without liability. You also agree that if the U.S. Postal Service or one of its agents notifies us of a change in your postal address, we may change your address based on that information. The Bank will have no liability to you for changing your address based on such information, even if such information is in error. If any of your statements or account information is returned to us because of an incorrect postal address or an incorrect, changed or expired e-mail address, we may stop delivering statements or account information until a valid address is provided. If your account remains inactive or is in a dormant status we may elect not to provide further account statements. Any statements or account information that is returned as undelivered will be destroyed after 90 days and subject to applicable fees. Any statements held for you at a branch office will be destroyed after 90 days as subject to applicable fees.

You shall notify the Bank immediately if you do not receive your statement within 10 days of your regular statement date. The Bank will not be liable to you for any damages as a result of; your failure to promptly notify us of a change in your address, your failure to notify us that you did not receive your statement or your failure to make arrangements to receive your statement. You are responsible for the accuracy of your statement whether or not reviewed and it shall be deemed final and correct after 30 days from the statement date.

11. **FORGED OR UNAUTHORIZED TRANSACTIONS**

Duty to Safeguard Account. You have a duty to safeguard access to your account (including any credit accounts), account information, checks, signature stamps, account security codes, passwords, or personal identification numbers ("PIN") and personal identification. You agree to report any lost or stolen checks or any unauthorized transaction on your account immediately upon discovery. If you permit any person to have access to any place in which you store your checks, you agree that the failure to keep your checks locked and secure shall constitute negligence and the Bank shall not be responsible for any such checks that are subsequently stolen and forged.

You agree to place a stop payment on any lost or stolen check if such item has not already been paid. The Bank shall also not be responsible for paying any such item had you reported or stopped payment on in a timely manner.

You agree to keep any account information, security code, password, PIN or personal identification used to access your deposit or credit account(s) secure and strictly confidential and not to disclose such information to any other person. You must notify the Bank immediately if this information is lost or has become known to, or been used by, an unauthorized person. You acknowledge that the Bank has no method to determine whether a transaction conducted with use of a valid name, account number, and security code or personal identification was proper, and therefore authorize the Bank to complete any transaction involving your account made with the use of such information. Subject to applicable law, you agree to be responsible for any transaction initiated with the use of a valid name, account number, security code, or personal identification, and agree that the Bank shall have no liability for any loss, claim or damage you sustain as a result of the use of your security code or personal information described above whether such transaction was authorized or not. These rules apply to all checking, savings, or credit accounts in which a check, draft, or other access device may be used to withdraw or transfer funds.

Duty to Review Account Statement. You agree to review your account statement within thirty (30) days from the statement date. Because you are in the best position to discover an unauthorized signature or endorsement, a missing endorsement, any alterations or any counterfeit item, you agree that, without regard to care or lack of care by you or the Bank, ***the Bank will not be liable for paying any such item and you will be precluded from any recovery from the Bank if you have not reported in writing an unauthorized signature or endorsement, a missing endorsement, or any alterations or any counterfeit item to the Bank within thirty (30) days from the statement date of the earliest statement containing those items.*** The Bank will also not be liable for forgeries on your account committed by the same person if you fail to report the first forgery(s) within thirty (30) days from the statement date containing the first forgery(s). If you choose not to receive your statements, you remain responsible to review and report any errors within thirty (30) days from the statement date. If you are absent from your account mailing address, you are responsible to make arrangements to have your statements reviewed for errors and timely report them.

Duty of Care. You agree that you will exercise ordinary care in handling your account. In exercising ordinary care, you shall have the duty to: carefully examine your bank statements and enclosed items for fraudulent or unauthorized transactions and promptly notify the Bank of fraudulent or unauthorized transactions; timely reconcile your bank statement to detect any other account discrepancies including any missing or diverted deposits; implement security precautions regarding the use and access to your account by use of any access device including checks, drafts or security codes, passwords, or other personal identification numbers; implement security precautions regarding the use and access to any signature stamp; conduct background checks on any individual who has authority to prepare your checks or reconcile your bank statements; independently review the work of any person who is responsible for reconciling your bank statement and preparing checks on a monthly basis; and comply with all other duties imposed on you under this Agreement or under applicable law. Your failure to exercise ordinary care will constitute negligence and will preclude you from asserting against the Bank any unauthorized transaction on your account.

You acknowledge that the Bank processes its checks by automated means and is under no duty to examine each item presented for payment. You acknowledge that the Bank's signature verification procedure applies to all items presented for payment against your account including checks or other withdrawal orders presented directly over the counter at any branch location. You agree that such automated check payment and notification procedure is commercially reasonable. You and the Bank, pursuant to applicable law, therefore agree that the Bank shall be deemed to have exercised ordinary care if it adheres to a standard of manual or mechanical examination of a random sampling of items being processed for payment.

1540

These items may represent a sampling or selection of items drawn on all accounts, or items which meet certain minimum criteria established by the Bank for manual or mechanical inspection (such as large amounts). The Bank shall be deemed to have acted in good faith and in accordance with reasonable commercial standards in paying any items forged or altered so cleverly (as by unauthorized use of a signature stamp, facsimile machine or otherwise) that the unauthorized signature, endorsement or alteration could not be detected by a reasonable person.

The Bank's policies and procedures are general internal guidelines that do not establish a higher standard of care for the Bank than is otherwise established by the laws governing your Account. A clerical error or honest mistake will not be considered a failure of the Bank to perform any of its obligations. If the Bank waives any of its rights as to you or your account on one or more occasions, it will not be considered a waiver of the Bank's rights on any other occasion.

Limitation to File Claim. You agree that no legal proceeding or action may be commenced against the Bank to recover any amounts alleged to have been improperly paid out of the account due to any unauthorized signature or endorsement, any alteration or any other fraudulent or unauthorized transaction unless: (i) you have timely provided the written notices as required above and (ii) such proceeding or action shall have been commenced within one year from the date the statement containing the unauthorized transaction was made available to you. As used herein, a proceeding or action is commenced when you file suit in a court of competent jurisdiction, or if the action is subject to arbitration, when you give the Bank written notice of such action. Any proceeding or action not brought within one year from the date of the first statement containing the unauthorized transaction is forever barred.

Duty to Cooperate. If you report any unauthorized transaction on your account, you agree to cooperate with the Bank in its investigation of the claim. This includes preparing an affidavit or statement containing whatever information the Bank requires concerning the account, the transaction and the circumstances surrounding the loss. You also agree to file a criminal report and testify against any suspected wrongdoer and waive any claims against the Bank if you fail to do so or if you enter into any settlement, compromise or restitution agreement with the wrongdoer without the consent of the Bank. The Bank may reverse any credit or reimbursement should you fail to file the criminal report or refuse to testify against the wrongdoer.

Assignment of Insurance. You agree to pursue all rights under any insurance policy you maintain before making a claim against the Bank in connection with any unauthorized banking transaction. You agree to provide the Bank with all reasonable information about any insurance coverage, including the name of the insurance carrier, the policy number, policy limits and applicable deductibles. The Bank's liability, if any, will be reduced by the amount of any insurance proceeds you are entitled to receive. At the Bank's request, you agree to assign your rights under any insurance policy to the Bank.

Limitation of Liability. You agree that the Bank has a reasonable time to investigate the facts and circumstances surrounding any claimed loss and that the Bank has no obligation to provisionally credit your account. The Bank's maximum liability is the lesser of actual damages proved or the amount of the unauthorized withdrawals, reduced by an amount which could not have been realized by the use of ordinary care. In no event will the Bank be liable for special or consequential damages, including attorneys' fees incurred by you. The Bank will not be liable for any items that are forged or altered in such a way that such forgery could not be reasonably detected.

12. **STALE ITEMS.** The Bank is not obligated to pay items drawn on any account which are presented more than six (6) months after their date; however, if the Bank does in its discretion pay any such items, it may charge your account for such items.

13. **RIGHT OF SETOFF.** You hereby assign and grant to the Bank a security interest in all accounts as security for your obligations to the Bank existing now or in the future. The Bank reserves the right of setoff against any of your accounts without prior notice to you to repay any debt or obligation owed to us by you or any co-owner of your account as principal, endorser or guarantor. This means that we have the right to apply part or all of the funds in your account for the satisfaction of any debt you or any co-owner of the account owes us. If your account is an individual account, our right of setoff may be exercised to repay your debts, whether they are owed by you individually or jointly with others. All of the funds in a joint account may be used to repay the debts of any co-owner, whether they are owed individually, by a co-owner, jointly with other co-owners, or jointly with other persons or entities having no interest in your account. Debts subject to our right of setoff include those owed by you from another joint account in which you are a co-owner even though the debt may not have been directly incurred by you, as well as debts for which you are only secondarily liable. Our right of setoff also applies: (i) when we cash a third party check which is returned to us unpaid for any reason or is counterfeit; (ii) to cover overdrafts created in any account held by you or in which you have an interest whether or not you consented to the overdraft or are otherwise responsible for it; (iii) to recover service charges or fees owed by you or any joint owner of your account; and (iv) to reimburse the Bank for any costs or expenses in enforcing its rights, including, without limitation, reasonable attorneys' fees and the costs of litigation to the extent permitted by law. We may exercise our right of setoff even if the withdrawal results in an early withdrawal penalty or the dishonor of subsequent checks. You agree that the Bank will not be responsible for dishonoring items presented against your account when the exercise of our right of setoff results in insufficient funds in your account to cover the items. Our right of setoff may be exercised before or after the death of an account holder and can follow the proceeds to any other account held at the Bank.

Failure of the Bank to exercise its right of setoff as provided herein on any occasion when the right arises does not affect the Bank's right to exercise its right of setoff at a later time for the same occurrence or for any subsequent occurrence. The security interest granted by this Agreement is consensual and is in addition to the Bank's right of setoff. Certain federal or state laws may be interpreted to protect funds received from federal or state agencies from setoff. You agree that our right of setoff applies to all funds deposited into your account, including funds received from the Social Security Administration and other federal or state agencies. By continuing to deposit these funds into your account you agree to allow the Bank to exercise its right of setoff against these funds, and not to assert any claim or defense that these deposits are exempt from setoff based on any federal or state law, rule or regulation.

14. **POSTDATED ITEMS.** You should not issue a postdated check. The Bank is authorized to disregard the date which appears on an item submitted for payment from your account. The Bank is not bound by notice of a postdated item. The Bank shall not be responsible for paying the item and debiting your account prior to the date on the item, regardless of whether or not the Bank has received notice of the postdated item. If the Bank recredits your account after paying a postdated check you agree to transfer to the Bank all of your rights against the payee or other holder of the check, and to assist the Bank in any legal action taken against that person.

15. **INCOMPLETE OR CONDITIONAL ITEMS.** The Bank may pay or refuse to pay any item which is incomplete or where, by its terms, payment is conditional and the condition has not been satisfied. For example, we may pay or refuse to pay a check which says "void after 30 days" even though the check is presented more than 30 days after its date. The Bank has adopted automated collection and payment procedures for processing items. These automated procedures rely primarily on information encoded onto each item in magnetic ink. You agree that in paying or

1541

taking a check for collection, the Bank may disregard all information on the check other than the signature of the drawer, the endorsement, the identification of the drawee bank and payee, the amount of the item and any information on the magnetic ink character recognition line.

16. **NON-SUFFICIENT FUNDS/OVERDRAFTS.** NSF/Overdraft is created when your account has insufficient funds to cover a check, personal withdrawal, automatic transfer, electronic transaction (e.g., ATM or point-of-sale purchase), returned deposited item or any other electronic purchase, payment, check or debit presented against your account for payment. If your account is linked to Overdraft Protection, the NSF/Overdraft will be paid subject to the terms of the Overdraft Protection agreement and you will not be charged a NSF/Overdraft fee unless you have exceeded your credit limit or available account balance. For all other NSF/Overdrafts, the Bank has implemented both an automated and manual system of review to determine whether to pay or return the NSF/Overdraft. Any NSF/Overdraft not covered by Overdraft Protection will be subject to NSF/Overdraft fees and other charges as may be described in the Personal Services Pricing Guide whether paid or returned. If you have multiple NSF/Overdrafts on a given day, we may honor any one or more and return the others in any order. More than one NSF/Overdraft fee can be charged against your account per day on these occasions.

    You will not be notified prior to incurring NSF/Overdraft. You are in the best position to ensure that your account has sufficient funds to cover any check or other debit by maintaining an accurate and current record of your deposits and withdrawals. You have the ability to confirm your account balances through any BB&T ATM, BB&T Phone24, BB&T OnLine or by contacting any branch prior to writing a check, withdrawing cash, or initiating any electronic or debit transaction. Because payment of NSF/Overdraft will create a debt owed to the Bank, if you do not wish to have your account subject to NSF/Overdraft review (and therefore, have your NSF/Overdraft items returned unpaid), you must contact us in writing by letter addressed to your local branch.

    Should the Bank pay NSF/Overdraft that is not covered by Overdraft Protection, upon receipt of notice, you agree to immediately repay the Bank or deposit into your account sufficient funds to cover the NSF/Overdraft and all related fees. You agree and acknowledge that NSF/Overdraft fees are designed to compensate the Bank for its costs in processing NSF/Overdraft, to discourage NSF/Overdrafts, to provide a profit, and to compensate the Bank for its risk in electing, at its discretion, to pay certain NSF/Overdrafts. You further agree that such NSF/Overdrafts fees do not constitute a penalty. If you fail to reimburse the Bank for any NSF/Overdrafts and related fees, the Bank will be entitled to recover the expenses it incurs in collecting the NSF/Overdraft and any related charges including, without limitation, attorney's fees and legal costs. The payment of one or more NSF/Overdrafts does not obligate the Bank to honor or pay future NSF/Overdrafts, and you should not rely upon the Bank to honor or pay any NSF/Overdraft. As to any account with multiple owners, each owner agrees that they are jointly and severally liable for any NSF/Overdraft paid by the Bank. Each owner also agrees that the Bank may debit funds from any other account held by such owners to repay the NSF/Overdraft and any related fees.

17. **OVERDRAFT PROTECTION.** Overdraft Protection is a service that automatically transfers funds to a qualifying checking account to cover NSF/Overdrafts pursuant to one or more of the following methods: (i) transfer funds from a designated credit account; (ii) transfer funds from a designated savings account; (iii) transfer funds from a designated credit account first and if funds are not available, from a designated savings account; or (iv) transfer funds from a designated savings account first and if funds are not available (or the transfer limit has been exceeded), from a designated credit account.

    Any credit account is subject to qualification and the terms and conditions contained in the applicable credit agreement. All fees applicable to your credit account are also contained in the credit agreement. Transfers made from a designated savings account are limited to six (6) preauthorized transfers per statement period. The transfer limitations and the other terms and conditions governing the designated savings account are more fully described in this Agreement under the heading "Regular Savings Used For Overdraft Protection."

    Each automatic transfer from certain credit accounts or from a designated savings account is subject to an Automatic Overdraft Protection Transfer Fee as described in the Personal Services Pricing Guide. The transfer fee will be assessed directly against the checking account receiving the funds from the automatic transfer. The Bank reserves the right to return any NSF/Overdraft that cannot be covered by an automatic transfer from your credit account or designated savings account. Any NSF/Overdraft that cannot be covered by Overdraft Protection will be subject to the Bank's current NSF/Overdraft fee.

18. **LEGAL PROCESS AGAINST YOUR ACCOUNT.** The Bank has the right to comply with any tax levy or garnishment request from the Internal Revenue Service, any state department of revenue or any other governmental agency. The Bank may honor such levy or garnishment requests to the extent that the Bank itself has no claim to the money. The Bank may freeze any account until such time as it is instructed to release the levy or garnishment or until the Bank remits, or is ordered to remit, the funds to the appropriate governmental agency or department.

    The Bank is also authorized, upon receipt of any notice of lien, process in attachment, garnishment, execution or other legal proceeding relating to you or your account, to withhold payments of as much of the balance in your account as may be the subject of such notice or process and to pay such amount to the court, creditor or other party in accordance with applicable state or federal law. The Bank may also, in its discretion, place a hold on your account for a reasonable period of time to permit the parties or the Bank an opportunity to file any additional legal proceedings or to informally resolve the action involving the account. You understand and agree that the Bank will not be liable for dishonoring checks, drafts or other items because of insufficient funds in your account due to a hold placed on your account or resulting from service charges, setoffs, levies, garnishments, lien claims, or other legal process. If the Bank incurs any expense, including, without limitation, administrative costs, reasonable attorneys' fees or any costs of litigation in responding to any legal proceeding relating to you or your account that is not otherwise reimbursed, the Bank may charge such expenses to your account without prior notice to you. In addition, the Bank may deduct a fee prior to complying with any legal process served on your account. If there are insufficient funds in your account to reimburse us fully, you will be liable for the balance. Any legal actions against your account are subject to the Bank's security interest and right of setoff. All funds held in a joint account can be used to satisfy any legal process against you or your account notwithstanding any claim or assertion of actual ownership of the funds in the account.

19. **DISPUTES CONCERNING YOUR ACCOUNT.** If we have been notified, or we reasonably believe there is a legitimate dispute among any parties who have or claim an interest in your account, including the Bank, we may, at our discretion: (i) continue to rely on the signature cards, resolutions, and other account documents in our possession; (ii) freeze all or any portion of the funds we deem appropriate until the dispute is resolved; (iii) pay the funds into an appropriate court of law or equity for resolution; (iv) honor the competing claim upon receipt of evidence we deem satisfactory to justify such claim; or (v) close the account and pay any proceeds to: (a) all who have or claim an interest in the account; or (b) the account owner(s) as indicated in our records. In addition, we may, at our option, commence a lawsuit to determine the ownership of your account. The Bank's right to freeze or place a hold on your account includes prohibiting any type of withdrawal or transfer from the account and/or preventing any deposits or credits from being made to the account. The Bank's right to freeze or place a hold on your account shall also apply if

the Bank, in good faith, believes: (i) it has a claim against you or the funds in your account or something has occurred or is reasonably expected to occur which will result in our having a claim or dispute against you or the funds in the account; or (ii) that placing a hold on the account will best protect the interest of any one of the Depositors or signers on the account; or (iii) placing a hold on the account would protect the Bank from any claims regarding disposition of the funds in the account. You further agree that, as a result of a hold placed on your account, the Bank shall have no liability based on any item which is returned unpaid, causes the account to go into overdraft status, results in any item being declared an "NSF/Overdraft Item" or causes any other loss or damage.

20. **RESPONSIBILITY FOR BANK'S EXPENSES.** You agree to be liable to the Bank for any loss, costs or expenses, including, without limitation, reasonable attorneys' fees, the costs of litigation, and the costs to prepare or respond to subpoenas, depositions, child support enforcement matters, or other discovery that the Bank incurs as a result of any dispute involving your account, and you authorize the Bank to deduct any such loss, costs or expenses from your account without prior notice to you. This obligation includes disputes between you and the Bank involving the account and situations where the Bank becomes involved in a dispute between you and an authorized signer, another joint owner or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner or a third party take action with respect to the account that causes the Bank, in good faith, to seek the advice of counsel, whether or not the Bank actually becomes involved in the dispute.

21. **DEATH OR INCOMPETENCE.** Neither a Depositor's death nor a legal adjudication of incompetence revokes the Bank's authority to accept, pay or collect items until the Bank is notified of the fact of death or of an adjudication of incompetence and has a reasonable opportunity to act on it. Even with knowledge the Bank may, for ten (10) days after the date of death, or adjudication of incompetence, pay checks drawn on or before said date unless ordered to stop payment by a person claiming an interest in the account.

22. **DELAYED RETURN OF ITEM.** The Bank will not be liable to the Depositor because an item deposited into your account is returned after the time set by applicable law if the delay in returning the item is caused by markings on an item in the space reserved for the depository bank's endorsement that were made by the Depositor or a prior endorser. Similarly, you will be liable to the Bank for any loss or expense, including, without limitation, reasonable attorneys' fees, we incur because we are unable to properly return an item drawn on your account within the time set by applicable law where the delay in properly returning the item is caused by markings on the item in the space reserved for the depository bank's endorsement.

23. **ITEMS PAYABLE JOINTLY.** If an item is drawn so that it is unclear whether one payee's endorsement or two is required, only one endorsement will be required and the Bank shall not be liable for any loss incurred by the maker as a result of there being only one endorsement.

24. **RELATIONSHIP OF BANK AND DEPOSITOR.** When you open any account with the Bank, a debtor/creditor relationship is created. Opening an account with the Bank does not create a fiduciary relationship between the Bank and the Depositor. You agree not to assert any claim against the Bank based on an assertion that the Bank serves in a fiduciary capacity.

25. **PREAUTHORIZED DEMAND DRAFTS.** A preauthorized demand is a type of bank draft used by telemarketers and sales representatives who sell goods and services through the telephone, mail or other electronic means. Drafts are used to obtain funds from your account without you issuing a check or getting your signature on the draft. In lieu of a signature, a legend such as "Payment Authorized" or "No Signature Required" may appear on the draft. If you give a telemarketer or any other party information about your account, your account number, or other magnetic ink character recognition (MICR) data, and this information is thereafter used to debit your account, you authorize the Bank to pay such items. You agree to accept responsibility and liability for the amount of any drafts debited from your account. You may cancel this authorization only by giving a valid and timely stop payment order to the Bank in accordance with the terms of this Agreement.

26. **DUAL SIGNATURES/SPECIAL PURPOSE ACCOUNTS.** Signature cards, banking resolutions, or other documents may contain language that requires two or more signatures for items drawn on the account or an indication that the account is established for a special purpose. Notwithstanding any such language, or any prior understanding between the Bank and the Depositor(s), you agree that any such provision or prior understanding is solely for personal or internal control purposes. As long as an item bears at least one authorized signature, the Bank will not be liable to you if we pay an item which does not have any additional signature(s) or which is not used for the special purpose indicated.

27. **POWER OF ATTORNEY.** The Bank has the discretion to accept or decline a Power of Attorney. If we accept a Power of Attorney we may continue to recognize the authority of your Attorney-in-Fact until we receive and have a reasonable opportunity to act upon notice of your death or written notice of revocation or termination of the Power of Attorney. On a case by case basis, we reserve the right to restrict the nature or size of the transactions the Attorney-in-Fact may conduct on your behalf and to require that you appear in person to conduct such transaction. The Bank further reserves the right to permit you or any authorized signer on your account to conduct transactions against the account even if the Bank has previously recognized a Power of Attorney with respect to the account. The principal shall maintain access to an account opened in his/her name under a Power of Attorney despite not having signed a signature card.

28. **ARBITRATION. IT IS IMPORTANT THAT YOU READ THIS ARBITRATION PROVISION CAREFULLY. IT PROVIDES THAT YOU MAY BE REQUIRED TO SETTLE A CLAIM OR DISPUTE THROUGH ARBITRATION, EVEN IF YOU PREFER TO LITIGATE SUCH CLAIMS IN COURT. YOU ARE WAIVING RIGHTS YOU MAY HAVE TO LITIGATE THE CLAIMS IN COURT OR BEFORE A JURY. YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, CLASS ACTION ARBITRATION OR OTHER REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIMS. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL A PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION LOSS OF PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

Any claim or dispute ("Claim") by either you or us against the other arising from or relating in any way to your account, this Agreement or any transaction conducted at the Bank or any of its affiliates, will, at the election of either you or us, be resolved by binding arbitration. This arbitration provision governs all Claims, whether such Claims are based on law, statute, contract, regulation, ordinance, tort, common law, constitutional provision, or any other legal theory and whether such Claim seeks as remedies money damages, penalties, injunctions or declaratory or equitable relief. Claims subject to this arbitration provision include Claims regarding the applicability of this provision or the validity of this or any prior Bank Services Agreement. As used in the provision, the term "Claim" is to be given the broadest possible meaning, and includes Claims that arose in the past or arise in the present or future. If a party elects to arbitrate a Claim, the arbitration will be conducted as an individual action. This means that even if a class action lawsuit or other representative action, such as those in the form of a private attorney general action, is filed, any Claim related to the issues of such lawsuits will be subject to arbitration if you or we so elect. Claims subject to arbitration also include Claims that are made as counter claims, cross-claims, third party claims, interpleaders or otherwise. The party filing for arbitration must choose one of the following arbitration administrators: American Arbitration Association, National Arbitration Forum or any mutually agreed upon arbitrator. Arbitration will be conducted under the rules of the selected administrator by an impartial third-party arbitrator. Any arbitration shall be conducted in the city where the account was opened, the city of the Bank's main office, or a location mutually agreed upon by the parties.

1543

The arbitrator will either be a lawyer with at least ten years' experience in banking, a retired or former judge or law school professor with banking law expertise. The arbitrator will be selected in accordance with rules of the selected administrator. The arbitrator will apply the substantive law of the state where the Banks main office is located. The parties may choose to be represented by an attorney. The arbitration will be conducted under the applicable procedures and rules of the administrator that were in effect on the date the request for arbitration is filed. Certain rights that you would have if you went to court, such as discovery or the right to appeal may not be available in arbitration or may be more limited. The arbitrator's decision will be final and binding. If there is a conflict between the rules and procedures of the administrator and any term in this provision, the terms of this provision shall prevail. Either party may bring an action including a summary or expedited motion to compel arbitration of any Claim, or to stay the litigation of any Claims pending in any court. Such action may be brought at any time. The failure to initiate or request arbitration at the beginning of a dispute or claim shall not be construed as a waiver of the right to arbitration.

At your request, we will advance any reasonable arbitration filing fee, or administrative and hearing fees that you are required to pay up to $500. We will reimburse you for the initial fee if you paid it and you fully prevail on your claim. All other fees will be allocated pursuant to the rules of the administrator. The arbitrator may award any fees, cost, and expenses including attorney's fees, as permitted by the administrator's rules. You may obtain copies of the current rules of each administrator, including information about arbitration, fees, and instructions for initiating arbitration by contacting the administrators. American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017. Phone: 800-778-7879. Web site: www.adr.org. National Arbitration Forum, P.O. Box 50191 Minneapolis, MN 55405. Phone: 800-474-2371. Web site www.arbitration-forum.com.

You and the Bank each agree that in this relationship, You and the Bank are participating in transactions involving interstate commerce which shall be governed by the provisions of the Federal Arbitration Act, Title 9 of the United States Code. This Arbitration Provision shall survive termination or closure of your Accounts at the Bank. If any portion of this provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this provision or Agreement.

29. **LAW GOVERNING YOUR ACCOUNT.** Your account is governed by the terms of this Agreement, the laws and regulations of the United States and to the extent applicable, the laws of the state in which the branch office where you opened your account is located. If you did not open your account in person at a branch office, but through the mail, by phone, or over the internet and you reside, or maintain a residence, in a state where the Bank operates a branch office, your account will be governed by the terms of this Agreement, the laws and regulations of the United States and to the extent applicable, the laws of the state where the branch office is located. If you do not reside, or maintain a residence, in a state where the Bank operates a branch office and you opened your account through the mail, by phone, or over the internet, your account will be governed by the terms of this Agreement, the laws and regulations of the United States and to the extent applicable, the laws of the state of North Carolina. These conflicts of law provisions are to apply without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction. The Bank and You agree that any lawsuits, claims or other proceedings arising from or relating to your account or this Agreement, including without limitation, the enforcement of the Arbitration provision, shall be subject to the exclusive jurisdiction of the courts of the state whose law governs your account without regard to any conflicting choice of law rules. The Bank and You further agree that venue shall lie in the same state as the law governing your account, exclusive of any other state.

D. MONEY MANAGEMENT ACCOUNTS

Certain interest bearing and non-interest bearing checking accounts offered by the Bank are designated as "Money Management Accounts." The symbol "MM" appears with the name of these accounts on monthly bank statements. All Money Management Accounts are administered as follows:

For most purposes Money Management Accounts are considered as one account having one account number. However, for the Bank's accounting purposes Money Management Accounts are treated as one account consisting of two separate sub-accounts. One sub-account is a checking account of the type designated by the account title ("Checking Sub-Account"). The other sub-account is a Money Market Account ("Money Market Sub-Account"). If the checking account is interest bearing, interest will accrue on the combined collected balance on deposit in both of these sub-accounts at the interest rate established for the applicable checking account. Therefore, the Annual Percentage Yield earned for the account is based on the combined collected balance on deposit in both sub-accounts during the statement cycle. If the checking account is non-interest bearing, no interest will be paid on the sub-account.

For government regulatory purposes the Checking Sub-Account is classified as a "transaction" account from which an unlimited number of transfers of funds may be made. However, the Money Market Sub-Account is classified as a "time" deposit in which case the number of transfers of funds from the account is limited to six (6) per statement cycle. The regulatory limitation on transfers from the Money Market Sub-Account during a statement cycle is the determining factor for the procedure for transfers between the sub-accounts described below.

Funds on deposit in the Money Market Sub-Account will be maximized during each monthly statement cycle by automatic transfers from the Checking Sub-Account which will minimize the funds on deposit in the Checking Sub-Account. In order to accomplish this goal, funds on deposit in the Checking Sub-Account in excess of the Target Balance, which is defined below, will be automatically transferred by the Bank to the Money Market Sub-Account until such time in each monthly statement cycle that a total of six (6) transfers have been made from the Money Market Sub-Account back to the Checking Sub-Account to cover checks presented for payment or debits made from the Checking Sub-Account. Following the sixth such transfer from the Money Market Sub-Account to the Checking Sub-Account, no further transfers will be made from the Checking Sub-Account to the Money Market Sub-Account until the beginning of the next monthly statement cycle.

A Target Balance will be established for the Checking Sub-Account. The Target Balance is a designated balance which will be maintained in the Checking Sub-Account when possible by automatic transfer of funds from the Money Market Sub-Account as described below. The Target Balance will be established for each type of checking account designated by the Bank as a Money Management Account and may change from time to time without notice to the Depositor.

If checks presented and debits made against the Checking Sub-Account during the monthly statement cycle exceed the available balance in the Checking Sub-Account, a transfer from the Money Market Sub-Account to the Checking Sub-Account will automatically be made by the Bank in an amount sufficient to pay the check(s) presented or debits made and to bring the balance of the Checking Sub-Account back to the Target Balance. The remaining balance in the Money Market Sub-Account will be transferred to the Checking Sub-Account, when the amount of the item(s) presented or debits made to the Checking Sub-Account plus the Target Balance exceeds the balance on deposit in the Money Market Sub-Account.

Upon the sixth transfer from the Money Market Sub-Account to the Checking Sub-Account during any monthly statement cycle, the entire balance remaining in the Money Market Sub-Account shall be transferred to the Checking Sub-Account. At the end of each monthly statement cycle all funds on deposit in the Checking Sub-Account in excess of the Target Balance will be automatically transferred to the Money Market Sub-Account and the transfer process will begin anew.

1544

All transfers of funds between the sub-accounts which are described above will be made automatically by the Bank. The Depositor will notice no change in his or her checking account as a result of these transfers. The structure of the Money Management Account has no effect on the applicability of FDIC insurance coverage to the account.

From time to time, the Bank will designate which accounts are Money Management Accounts by use of the symbol MM on the Depositor's monthly bank statement.

E. NON-INTEREST BEARING ACCOUNTS

The Bank offers various non-interest bearing demand deposit accounts, each with different qualifiers. Refer to the Personal Services Pricing Guide for details, including any limitation on the number of transactions, minimum balance requirements to avoid periodic fees, monthly maintenance charges, and other qualifiers for each account. If you have a BB&T Student Free account, upon your 24th birthday you will be notified that your account will be converted to a BB&T Free checking account.

F. INTEREST BEARING ACCOUNTS

These disclosures are in addition to the Interest Rate Schedule and the Personal Services Pricing Guide.

"ANNUAL PERCENTAGE YIELD." The Annual Percentage Yield ("APY") is a measure of the total amount of interest paid on an account based upon the interest rate and frequency of compounding. The APY is expressed as an annualized rate, based on a 365-day year or a 366-day year in a leap year if interest is earned or anticipated to be earned on February 29. Accounts opened after February 29 in a leap year earn interest based on a 365-day year. The APY calculation is based upon the actual number of days in the term of the account; however, for accounts without a stated maturity date, the calculation is based on an assumed term of 365 days or 366 days in a leap year if interest is earned or anticipated to be earned on February 29. Accounts opened after February 29 in a leap year earn interest based on a 365-day year. In making the calculation it is assumed that all principal and interest remain on deposit for the entire term and that no other transactions (deposits or withdrawals) occur during the term. For variable-rate accounts, the calculation is based only on the initial interest rate in effect when the account is opened (or advertised), and assumes that this rate will not change during the term.

VARIABLE RATE ACCOUNTS. Except as otherwise provided, interest bearing transaction accounts will be variable rate accounts. The interest rate and APY may change at any time and in our sole discretion. For such accounts, you are permitted to make transfers or withdrawals to or from the account in any amount and at any time subject to the bank's right to require seven (7) days written notice prior to withdrawal of all or part of the funds on deposit.

COMPOUNDING AND CREDITING OF INTEREST. Interest begins to accrue no later than the business day the Bank receives credit for the deposit of non-cash items (for example, checks), i.e., interest is paid on collected balances. The Bank relies upon the availability schedule of its Federal Reserve Bank to establish when credit is received for the deposit of non-cash items. Interest is compounded daily and credited on the last day of the statement cycle, with one exception. If you have a Regular Savings or Young Savers account which is not tied to a checking account, your interest will be credited at month-end. If your account is closed before interest is credited, you will not receive the accrued interest.

BALANCE CALCULATION. We calculate interest on the full amount of the collected balance in your account each day. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the collected balance in the account each day.

TIERED INTEREST RATE. Tiered Interest Rate disclosures are contained under the separate account descriptions when applicable.

WITHDRAWAL NOTICE. We reserve the right to require at least seven (7) days' written notice prior to withdrawal of all or part of your funds deposited.

ACCOUNT TYPES

1. **REGULAR SAVINGS ACCOUNTS (Basic Savings and Young Savers)**
   Basic Savings (which is no longer sold) was available only to Basic Checking, Direct Checking, and BB&T Free clients. If you close your existing Basic Checking, Direct Checking, or BB&T Free account and you have Basic Savings, your Basic Savings account will be converted to a Regular Savings account within sixty (60) days from the date the checking account is closed.

   Young Savers accounts are available to individuals who are age seventeen (17) and younger. When the Depositor reaches age eighteen (18), the Young Savers account will be subject to the same fees, minimum balance and deposit requirements and other qualifiers applicable to Regular Savings accounts as disclosed in the Personal Services Pricing Guide.

   The Depositor may make unlimited withdrawals from the account if made in person, by messenger, by mail or at an ATM. (Note: Withdrawals may be subject to a bank activity fee.)

   The Depositor may make unlimited transfers between accounts of the Depositor at the Bank if made in person, by messenger, by mail or at an ATM. (Note: Withdrawals and transfers may be subject to a bank activity fee.)

   The Depositor may make unlimited preauthorized or automatic transfers to make payments on loans obtained from the Bank. (Note: Withdrawals and transfers may be subject to a bank activity fee.)

   Other than those described above, the Depositor may make no more than six (6) transfers or withdrawals during any statement cycle to another deposit account of the Depositor or to a third party by means of either a preauthorized or automatic transfer or by telephonic agreement (which includes BB&T OnLine® and BB&T® Phone24), and *no more than three of the six transfers may be made by check, draft, debit card, ATM point-of-sale, or similar order made by the Depositor and payable to third parties.* (Note: Withdrawals or transfers may be subject to a bank activity fee.) If the limited transfers or withdrawals exceed the allowed number during any statement cycle your account may be closed or converted to a transaction account.
2. **BB&T ESAVINGS ACCOUNTS**
   BB&T eSavings accounts are only available though the online channel www.bbt.com.

   The Depositor may make unlimited withdrawals from the account if made in person, by messenger, by mail or at an ATM. (Note: Withdrawals may be subject to a bank activity fee.)

   The Depositor may make unlimited transfers between accounts of the Depositor at the Bank if made in person, by messenger, by mail, or at an ATM (Note: Withdrawals and transfers may be subject to a bank activity fee.)

1545

The Depositor may make unlimited preauthorized or automatic transfers to make payments on loans obtained from the Bank. (Note: Withdrawals and transfers may be subject to a bank activity fee.)

Other than those described above, the Depositor may make no more than six (6) transfers or withdrawals during any statement cycle to another deposit account of the Depositor or to a third party by means of either a preauthorized or automatic transfer or by telephonic agreement (which includes BB&T OnLine® and BB&T® Phone 24), *and no more than three of the six transfers may be made by check, draft, debit card, ATM point-of-sale, or similar order made by the Depositor and payable to third parties.* (Note: Withdrawals or transfers may be subject to a bank activity fee.) If the limited transfers or withdrawals exceed the allowed number during any statement cycle your account may be closed or converted to a transaction account.

3. REGULAR SAVINGS OR BB&T ESAVINGS USED FOR OVERDRAFT PROTECTION

Regular Savings or BB&T eSavings may be linked to one personal checking account to cover NSF/Overdrafts. This linking of accounts provides the benefit of permitting automatic transfers to pay NSF/Overdrafts. If your checking account is closed for any reason, the Regular Savings or BB&T eSavings account may remain open and will be subject to any applicable fees.

If a check/debit or other item is presented against your checking account when there is an insufficient balance to cover the NSF/Overdraft, funds will be automatically transferred from Regular Savings or BB&T eSavings to the checking account in multiples of $100 or the available balance, whichever is less. If there are not enough funds to cover the entire amount of the NSF/Overdraft presented for payment, the item may be returned unpaid and a fee charged.

According to Federal regulations, during any monthly cycle, only six (6) preauthorized or telephone transfers (including BB&T OnLine and Phone24) may be made from Regular Savings or BB&T eSavings to any of your other accounts or to a third party. Each automatic transfer to cover an NSF/Overdraft counts as one of the six limited transactions. In addition, if Regular Savings or BB&T eSavings is accessed by check or debit card, no more than three (3) of the six permitted transfers may be made by check, draft, debit card, ATM card at the point-of-sale, or similar order payable to third parties. (Subject to any applicable fees, you may make unlimited transfers or withdrawals from Regular Savings or BB&T eSavings if made in person, by messenger, by mail or at an ATM and you may also make unlimited preauthorized or automatic transfers to make payments on loans from the bank.)

Upon the sixth automatic transfer to cover an NSF/Overdraft in a monthly period (or any combination of transfers that total six transfers), no additional automatic transfers to cover an NSF/Overdraft will be made, notwithstanding a sufficient account balance in Regular Savings or BB&T eSavings. Any NSF/Overdraft, however, may still be paid if you have also chosen one of the other options available for Overdraft Protection. If you frequently exceed the permitted number of transfers during any statement period, the Bank, in its sole discretion, may close or convert your account to a transaction account.

Each automatic transfer is subject to an Automatic Overdraft Protection Transfer Fee as described in the Personal Services Pricing Guide. The account statement for Regular Savings or BB&T eSavings will be combined with the statement of your designated checking account.

4. MONEY RATE SAVINGS ACCOUNT

Your interest rate is determined by the balance in your account according to the following tiers:

$0 - $999.99
$1,000 - $24,999.99
$25,000 - $49,999.99
$50,000 and greater

Payment of interest will be calculated by applying the variable interest rate established for each tier to the daily collected balance in your account.

You may make unlimited withdrawals from the account if made in person, by messenger, by mail or at an ATM.

You may make unlimited transfers between accounts of the Depositor at the Bank if made in person, by messenger, by mail or at an ATM.

You may make unlimited preauthorized automatic transfers to make payments on loans obtained from the Bank.

Other than those described above, you may make no more than six (6) transfers or withdrawals during any monthly cycle to another deposit account or to a third party by means of either a preauthorized or automatic transfer or by telephonic agreement (which includes BB&T OnLine® and BB&T® Phone24), and no more than three of the six transfers may be made by check, draft, debit card, ATM point-of-sale, check card, or similar order made by the Depositor and payable to third parties. (Note: Withdrawals or transfers may be subject to a bank activity fee.) If the limited transfers or withdrawals exceed the allowed number during any monthly cycle your account may be closed or converted to a transaction account.

5. INVESTOR'S DEPOSIT ACCOUNTS

Your interest rate is determined by the balance in your account according to the following tiers:

$0 - $9,999.99
$10,000 - $24,999.99
$25,000 - $49,999.99
$50,000 - $99,999.99
$100,000 - $999,999.99
$1,000,000 and greater

Payment of interest will be calculated by applying the variable interest rate established for each tier to the daily collected balance in your account.

You may make unlimited withdrawals from the account if made in person, by messenger, by mail or at an ATM.

You may make unlimited transfers between accounts of the Depositor at the Bank if made in person, by messenger, by mail or at an ATM. (Transfers may be subject to a Bank activity fee.)

You may make unlimited preauthorized or automatic transfers to make payments on loans obtained from the Bank.

1546

Other than those described above, you may make no more than six (6) transfers or withdrawals during any monthly cycle to another deposit account or to a third party by means of either a preauthorized or automatic transfer or by telephonic agreement (which includes BB&T OnLine® and BB&T® Phone24), and *no more than three of the six transfers may be made by check, draft, debit card, ATM point-of-sale, or similar order made by the Depositor and payable to third parties.* (Note: Withdrawals or transfers may be subject to a bank activity fee.) If the limited transfers or withdrawals exceed the allowed number during any monthly cycle your account may be closed or converted to a transaction account.

6. HIGH PERFORMANCE CHECKING (Not available in all states or through non-branch account opening channels)

Your interest rate is determined by the balance in your account according to the following tiers:

$0 - $9,999.99
$10,000 - $24,999.99
$25,000 - $49,999.99
$50,000 and greater

Payment of interest will be calculated by applying the variable interest rate established for each tier to the daily collected balance in your account.

7. CLASSIC BANKING AND ELITE GOLD

Your interest rate is determined by the balance in your account according to the following tiers:

NC, SC, VA, MD, GA, AL, WV, TN, Washington, DC and all accounts initiated through a non-branch channel.

Classic Banking and Elite Gold

$0 - $2,499.99
$2,500 - $24,999.99
$25,000 and greater

FL, KY, IN

Classic Banking	Elite Gold
$0 - $2,499.99	$0 - $2,499.99
$2,500 - $9,999.99	$2,500 - $9,999.99
$10,000 - $24,999.99	$10,000 - $24,999.99
$25,000 and greater	$25,000 - $49,999.99
	$50,000 and greater

Payment of interest will be calculated by applying the variable interest rate established for each tier to the daily collected balance in your account.

TRANSFERS AND WITHDRAWALS. You may make transfers and withdrawals to or from the account in any amount at any time (subject to the Bank's right to require seven (7) days' written notice prior to withdrawal of all or part of the funds deposited) and by any means acceptable to Bank, with no limitations on the number of transfers, including third party transfers.

G. CERTIFICATES OF DEPOSIT

GENERAL APPLICABILITY. The terms, conditions and disclosures set forth in this section apply to all Certificates of Deposit, whether they are represented by a written certificate or are Book Entry Certificates of Deposit (collectively, "Certificates of Deposit"), unless it is indicated that they are applicable to a specific type of Certificate of Deposit only, or where the terms and conditions are superseded by terms and conditions set forth on the Certificate, or on the receipt for a Book Entry Certificate of Deposit, or in some other written contract entered into at the time of the initial deposit. For purposes of this section, "term" shall apply to the number of days or months for which the Depositor agrees to have funds remain on deposit at the Bank; "maturity" and "maturity date" refer to the last day of the term of the Certificate of Deposit. These disclosures are in addition to the Interest Rate Schedule, the Personal Services Pricing Guide and the Certificate of Deposit Receipt.

CALCULATION OF INTEREST

Compounding and Crediting. Interest on all Certificates of Deposit begins to accrue no later than the business day we receive credit for the deposit of non-cash items. We calculate interest on the full amount of the collected balance in your account each day. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. The Annual Percentage Yield ("APY") assumes interest will remain on deposit until maturity. A withdrawal prior to maturity will reduce earnings. Interest on all Certificates of Deposit having a principal balance of $99,999.99 or less is compounded daily and will be credited to your account according to its specific term. If the term of your Certificate of Deposit is thirty (30) days or less, interest will only be credited at maturity. Interest on all Certificates of Deposit having a principal balance of $100,000.00 or more is calculated as simple interest and credited to the principal annually on the anniversary date of the Certificate of Deposit unless it has a term of less than a year in which event interest is credited to principal at maturity.

Fixed Interest Rate. Certain Certificates of Deposit pay the rate of interest for the term of the certificate as provided at account opening or in the renewal notice for each automatic renewal. The interest rate, however, may be adjusted by the Bank in the event the depositor makes a partial withdrawal that reduces the deposit balance below the minimum required to earn the existing rate. The adjustment to the interest rate is calculated by utilizing the current rate tiers, which are determined by deposit balance and term, established periodically by the Bank. Under no circumstances will the rate be increased above the interest rate disclosed on the Interest Schedule or the last disclosed rate. The Bank may modify the Certificate of Deposit to accrue interest at the Bank's current rate of interest until the next renewal date, based on current rate tiers for the remaining balance and term of the Certificate of Deposit.

Variable Interest Rate. Variable Interest Rate Certificates of Deposit pay the initial rate of interest disclosed at account opening or in the renewal notice for each automatic renewal period. After the expiration of the initial interest rate, each Certificate of Deposit is subject to interest rate and APY changes determined at our discretion, based upon the terms of the individual type of Certificate of Deposit.

RENEWAL. All Certificates of Deposit automatically renew at maturity upon the same terms and conditions as set forth for the original Certificate except for the interest rate and for any terms and conditions that may have been modified by the Bank prior to. You may change the term of a Certificate of Deposit by notice to the Bank during the ten (10) day period beginning the day after the renewal date and including the next nine (9) calendar days. Thereafter, the Certificate of Deposit will automatically renew for the modified term. (At maturity Advantage Gold Certificates of

1547

Deposit which were afforded an interest rate bonus shall be renewed at the regular interest rate designated by the Bank at the time of renewal for regular Certificates of like term and amount.) Additional deposits or partial withdrawals may be permitted at renewal subject to the following:

Certificates of Deposit with a Term of Less Than 32 Days. Additional deposits or partial withdrawals of principal and interest may be made on the renewal date. If the renewal date should fall on a weekend or federal holiday for purposes of additional deposits and partial withdrawals, the renewal date will be considered the next business day. (For purposes of renewal, the new term begins on the actual renewal date, not the next business day.)

Certificates of Deposit with a Term of 32 Days or More. Additional deposits and partial withdrawals of principal and interest may be made for ten (10) calendar days beginning on the renewal date and including the next nine (9) calendar days.

Minimum Balance. Partial withdrawals of principal and interest may be made at renewal, provided that the balance remaining in the account after the partial withdrawal satisfies the Bank's minimum deposit requirements for the Certificate of Deposit.

REDEMPTION. The following restrictions apply to the redemption of a Certificate of Deposit without penalty and the payment of interest after maturity:

Automatically Renewable Certificates of Deposit with a Term of Less Than 32 Days. Redemption without penalty may be made on the maturity date only. If not redeemed on the maturity date, the Certificate of Deposit shall accrue interest at the current rate for Certificates of Deposit of the same term, type, and amount.

Automatically Renewable Certificates of Deposit with a Term of 32 Days or More. Redemption without penalty may be made for ten (10) calendar days (including the maturity date) following any maturity. If the Certificate of Deposit is redeemed within ten (10) calendar days (including the maturity date), interest will be accrued and paid at the current rate for Certificates of the same term, type, and amount through the date of redemption. If not redeemed within ten (10) calendar days (including the maturity date), interest shall accrue at the current rate for Certificates of Deposit of the same term, type, and amount.

EARLY WITHDRAWAL OF INTEREST. With the Bank's consent, you may make a withdrawal of all or part of the accrued interest on a Certificate of Deposit prior to its maturity date provided that the remaining balance is at least equal to the original principal amount of the Certificate of Deposit. Interest that has been credited to the Home Saver CD and the College Saver CD may not be withdrawn until maturity of the Certificate of Deposit.

EARLY WITHDRAWAL OF PRINCIPAL. Withdrawals of principal from a Certificate of Deposit prior to maturity may be permitted provided the principal balance remaining in the account continues to meet the Bank's minimum deposit requirement. In addition, certain early withdrawal penalties will apply and the interest rate may also be reduced.

Early Withdrawal Penalties. Except as otherwise disclosed, for Certificates of Deposit with a term of less than three (3) months, the penalty shall be an amount equal to all interest that would have been earned during the term of the Certificate of Deposit. For Certificates of Deposit with a term of three (3) months to twelve (12) months, the penalty shall be an amount equal to three (3) months simple interest on the principal amount withdrawn. For Certificates of Deposit with a term greater than twelve (12) months, the penalty shall be an amount equal to six (6) months simple interest on the principal amount withdrawn. Withdrawals made prior to January 1, 2003 shall be subject to the same penalties effective on accounts opened prior to October 1, 2002.

Medical Emergency. An early withdrawal of principal for a medical emergency may be permitted without an early withdrawal penalty if: the initial deposit and any additional deposit have been on deposit at least seven (7) days prior to withdrawal; there have been no partial withdrawals for six (6) days preceding the withdrawal; and the owner of the Certificate of Deposit maintains a Golden Advantage, Elite Gold, or Senior Checking account at the time of the withdrawal.

Death or Incompetency. If a Depositor dies or is judicially declared mentally incompetent after purchasing a Certificate of Deposit, the Bank may honor one (1) request for withdrawal of the deposit prior to maturity without penalty.

NOTE: Additional penalties may be set forth on the Certificate or on the Certificate of Deposit Receipt. If the amount of the penalty exceeds the actual interest accrued for the term, whether paid or unpaid, the penalty shall be withheld from the principal of the Certificate of Deposit.

ADDITIONAL TERMS FOR CERTIFICATES OF DEPOSIT.

"Add On" Certificates of Deposit. Additional deposits to "Add On" Certificates of Deposit must automatically be made monthly by draft in amounts of $50 or more and the Depositor may elect to make one additional deposit of $50 or more per month in his discretion. Interest will accrue on all additional deposits at the same interest rate and APY as the original deposit. Failure to continue the draft in the minimum amount at any time during the term of the Add On Certificate of Deposit will cause the deposit account to be converted to a savings account. At such time, the interest rate will be adjusted to the rate applicable to savings accounts. The Bank will notify the Depositor in writing at least thirty (30) calendar days prior to the conversion of an Add On Certificate of Deposit to a savings account.

TREASURY CD. The interest rate will be determined at the Bank's discretion but shall not be less than one percent below the discount rate of the preceding month's last auction of the United States Treasury Bill with a maturity of 3 months. Any change to the interest rate on your BB&T Treasury CD may be made by the Bank at any time. Addition deposits of at least $100.00 are allowed at any time. During the term of the CD, and for any subsequent renewal, you are permitted one "no fee" withdrawal each month provided that the funds have remained on deposit for at least seven (7) calendar days and there have been no partial withdrawals for six (6) calendar days preceding the withdrawal.

CAN'T LOSE CD. After the first twelve (12) months of the initial deposit, one additional deposit, up to $10,000, may be made at anytime during the remaining term of the CD. One (1) withdrawal may be made from the Can't Lose CD without penalty if the initial deposit has been on deposit at least twelve (12) months prior to withdrawal, any additional deposit has been on deposit for at least seven (7) days and there have been no partial withdrawals for six (6) days preceding the withdrawal.

STEPPED RATE CD. After the first twelve (12) months of the initial deposit, and each 12 months thereafter, the interest rate on the account will be increased. An Additional deposit, up to $10,000, is permitted at the time of the rate increase, or every 12 months after the initial deposit. Withdrawals are allowed, penalty free, after the initial 24 months provided that the funds have remained on deposit for at least seven (7) calendar days and there have been no partial withdrawals for at least six (6) calendar days preceding the withdrawals.

1548

Home Saver CD. The entire principal amount in a Home Saver CD may be withdrawn without penalty subject to the following restrictions; the withdrawn funds are used for the purchase of a home, the initial deposit and each additional deposit have been on deposit for at least seven (7) days preceding the withdrawal and there have been no partial withdrawals for six (6) days preceding the withdrawal of all principal. Full withdrawals prior to maturity which do not meet these requirements and all partial withdrawals from a Home Saver CD are subject to the same penalties for early withdrawal applicable to other types of Certificates of Deposit as specified above.

College Saver CD. Four (4) partial withdrawals per year may be made from the College Saver CD without penalty subject to the following restrictions; the withdrawn funds are used for college expenses, the initial deposit and each additional deposit have been on deposit for at least seven (7) days preceding the withdrawal and there have been no partial withdrawals for six (6) days preceding the withdrawal. Partial withdrawals which do not meet these requirements and full withdrawals prior to maturity from the College Saver CD are subject to the same penalties for early withdrawal applicable to other types of Certificates of Deposit as specified above.

H. FUNDS AVAILABILITY

GENERAL WITHDRAWAL POLICY. This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third parties (whether by check, point-of-sale transaction, debit card, ACH, or preauthorized transfer), and an unlimited number of telephonic and prearranged automatic transfers to other accounts you have with the Bank.

Our policy is to make funds from check deposits available on the first business day after the day we receive the deposit. Funds from an over-the-counter cash deposit will be available on the day we receive the deposit. Funds from an electronic direct deposit will be available on the day we receive settlement for the deposit. Once available, the funds may be used by you for withdrawal and any other purpose and we can use the funds to pay checks and other items that post to your account.

BRANCH DEPOSITS. For determining the availability of your deposits made at BB&T branches, every day is a business day, except Saturdays, Sundays and federal holidays. For all states except Kentucky and Indiana, if you make a deposit before two o'clock on a business day that we are open, we will consider that the day of your deposit. In Kentucky and Indiana, a deposit made before four o'clock on Monday through Thursday and before five o'clock on Friday will be considered the day of deposit. Any deposits made after these times, as otherwise posted or on a day we are not open, will be considered made on the next day we are open.

ATM DEPOSITS. For determining the availability of your deposits made at BB&T 24 ATMs, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit before two o'clock on a business day, we will consider that the day of your deposit. ATM deposits made after four o'clock will be considered to be deposited on the next business day. For any ATM deposits made between two o'clock and four o'clock, the current day will generally be considered the date of your deposit, although the deposit may be delayed until the following business day in some cases. You should consult your transaction receipt for the exact posting date of any ATM deposit.

LONGER DELAYS MAY APPLY. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first $100 of your deposit may be available on the first business day after the day of your deposit.

If we are not going to make all of the funds from your deposit available on the first business day following your deposit, we will notify you at the time you make your deposit. We also will tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice no later than the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask when the funds will be available.

In addition, withdrawal of funds you deposit by check may be delayed for a longer period under one or more of the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than $5,000 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the preceding six (6) months.

There is an emergency, such as failure of communications or computer equipment.

You deposit checks to a new account ($100 may not be given).

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They generally will be available no later than the eleventh business day after the day of your deposit.

SEPARATE DEPOSIT REQUIREMENTS. Funds from the deposit of state and local government checks, cashier's, certified, teller's or official checks may be available on the first business day following the day of your deposit if the following two requirements are met: You must notify the teller at the time of deposit that you are requesting next day availability for these types of checks; and these checks are listed and included on a separate deposit slip from any other items you deposit at that time. If you do not request next day availability or fail to segregate your checks on a separate deposit slip, the Bank may process the checks under our general funds availability policy.

SPECIAL RULES FOR NEW ACCOUNTS. If you are a new customer, the following special rules may apply during the first thirty (30) days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks, U.S. Treasury checks, U.S. Postal Service Money Orders, and checks drawn on Federal Reserve Banks and Federal Home Loan Banks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, these checks (other than U.S. Treasury checks) must be deposited in an account held by the payee and must be deposited in person to an employee of the Bank. If your deposit of these checks (other than U.S. Treasury checks) is not made in person to one of our employees, the first $5,000 may not be available until the second business day after the day of your deposit. The excess over $5,000 will be available by the ninth business day after the day of your deposit. Proceeds of a U.S. Treasury check which are deposited in an account held by the payee will be available on the first business day after the day of your deposit even if not deposited in person to one of our employees.

Funds from all other check deposits generally will be available on the first business day after the day of your deposit unless they are held by the Bank as set forth in the section entitled "LONGER DELAYS MAY APPLY."

FUNDS FROM DEPOSITS AT AFFILIATE BANKS. This availability policy only applies to funds deposited at locations in the same state where the account was originally opened. Please inquire for information about the availability of funds deposited at other locations.

HOLDS ON OTHER FUNDS

Check Cashing. If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

Other Accounts. If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

I. BACKUP WITHHOLDING & TAXPAYER IDENTIFICATION

Backup Withholding. Unless you are exempt as described below, federal law requires that a payer of interest or dividends, such as the Bank, withhold a statutory amount of interest payments or dividend payments (this is referred to as backup withholding) if you, as payee:

- Fail to furnish the payer a Taxpayer Identification Number ("TIN"), or
- The Internal Revenue Service notifies us that you furnished an incorrect TIN, or
- You or we are notified by the Internal Revenue Service that you are subject to backup withholding because of certain underreporting.

If a correct TIN is not furnished at the time the account is opened, backup withholding will commence immediately. If you do not have a TIN, but have applied (or will soon apply) for one, you may indicate this, and, in that case, you will not be subject to withholding for a period of sixty (60) days, but you must provide us with your TIN promptly after you receive it in order to avoid withholding after the end of the sixty (60) day period. (Please refer to the paragraph entitled **Obtaining A TIN** for instructions on obtaining a TIN.) After sixty (60) days, if a certified TIN is not furnished, the account may be closed.

Also, certain Internal Revenue Service penalties may apply if your TIN is not provided.

The TIN for a U.S. citizen or an eligible resident alien individual is a Social Security number. For resident or non-resident alien individuals who do not have, or are ineligible for, a Social Security number, the TIN is an IRS Individual Taxpayer Identification Number ("ITIN"). For estates and trusts the TIN is their Employer Identification Number.

Obtaining A TIN. To obtain a TIN, get Form SS-5, Application for a Social Security Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office, or Form W-7, Application for IRS Individual Taxpayer Identification Number (for individuals who are ineligible to obtain a Social Security number).

The following table indicates the name and number to be provided for each type of account.

For this type of Account	Give the name and Social Security or ITIN number of:
Individual	The individual
Two or more individuals (multiple party account)	The actual owner of the account, or, if combined funds, the individual listed first on the account
Custodian account of a minor (Uniform Transfers to Minors Act)	The minor
Personal Trust Account, Living Trust, and Grantor Trust	Grantor/Trustee
A valid trust or estate	Legal entity
A broker or registered nominee	The broker or nominee

EXEMPT PAYEES. If you are exempt from backup withholding and information reporting, you must complete a certificate to that effect provided by the Bank. You must also provide the Bank with your TIN to be considered exempt.

ALIEN INDIVIDUALS. For purposes of this section, the term alien individual means an individual who is not a citizen or national of the United States. An Individual Taxpayer Identification Number (ITIN) is a taxpayer identifying number issued to an alien individual by the Internal Revenue Service for use in connection with filing requirements. ITINs are generally issued to non-resident aliens. In most cases, resident aliens must supply a Social Security number. If a resident alien is ineligible to obtain a Social Security number, an ITIN must be furnished. If you do not have a Social Security number or an ITIN, you may apply for one using a Form SS-5, Application for a Social Security Card, or Form W-7, Application for IRS Individual Taxpayer Identification Number, or any other form authorized by the IRS. If you are a non-resident alien individual, you must also furnish your passport, or some other government document to verify your identity.

PRIVACY ACT NOTICE. Section 6109 of the Internal Revenue Code requires most recipients of dividends, interest, or other payment to give Taxpayer Identification Numbers to payors who must report payments to the Internal Revenue Service. The Internal Revenue Service uses the numbers for identification purposes and to verify the accuracy of your tax return. Payors must be given numbers whether or not recipients are required to file tax returns.

FOR ADDITIONAL INFORMATION, CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

J. BANK SECRECY ACT

The Bank Secrecy Act and its implementing regulation require a bank to maintain records and/or report certain transactions to federal government agencies. The act and regulation have been amended periodically and focus on issues such as anti-money laundering and anti-terrorist financing.

IMPORTANT INFORMATION ABOUT OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What does this mean for you? When you open an account, we will ask for your name, physical address, date of birth, tax payer identification number (TIN) and other information that will allow us to identify you. If you are opening an account in person, we may also ask to see your driver's license or other identifying documents.

REPORTING CERTAIN ACTIVITIES. Banks are required to file a report called a Currency Transaction Report (CTR) with the Internal Revenue

1530

Service whenever it has currency transactions that exceed $10,000 in one business day. This includes both single and multiple transactions, transactions to or from or on behalf of any one individual or other entity, or in or out of any one account, and exchanges of currency. Banks are also required to file other reports with the U.S. Treasury Department when a transaction is conducted or attempted by, at, or through a bank, involves or aggregates at least $5,000 in funds or other assets, and the bank knows, suspects, or has reason to suspect that: (a) the transaction involves funds derived from illegal activities or is intended or conducted in order to hide or disguise funds or assets derived from illegal activities (including, without limitation, the ownership, nature, source, location, or control of such funds or assets) as part of a plan to violate or evade any federal law or regulation or to avoid any transaction reporting requirement under federal law or regulation; (b) the transaction is designed to evade any requirements of this part or of any other regulations promulgated under the Bank Secrecy Act; or (c) the transaction has no business or apparent lawful purpose or is not the sort in which the particular customer would normally be expected to engage, and the bank knows of no reasonable explanation for the transaction after examining the available facts, including the background and possible purpose of the transaction.

Banks are also required to maintain a record of: (i) sales of certain negotiable instruments such as cashier's checks, money orders, traveler's checks and other similar instruments when the amount of cash involved is $3,000 to $10,000 inclusive; and (ii) funds transfers of $3,000 or greater. These records must be made available to the U.S. Treasury Department upon request.

Other crimes under the Bank Secrecy Act are: (i) causing or attempting to cause a financial institution to fail to file a currency transaction report; (ii) causing or attempting to cause a financial institution to file an inaccurate report; and (iii) structuring or attempting to structure large transactions with financial institutions into several smaller transactions in an attempt to avoid reporting. Financial institutions, financial institution employees, and individuals may all be subject to prosecution for evading the reporting requirements. There are both civil and criminal penalties associated with violations of these regulations that may carry significant monetary fines and imprisonment. The Depositor agrees to assist the Bank in gathering information to meet Bank Secrecy Act requirements.

K. ELECTRONIC FUND TRANSFER AGREEMENT & DISCLOSURES

This Agreement governs the transfer of funds initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of instructing the Bank to debit or credit your consumer account(s). This Agreement also contains the disclosures required by the federal Electronic Fund Transfer Act and Regulation E of the Federal Reserve Board. This information applies only to electronic fund transfers to or from deposit accounts established primarily for personal, family, or household purposes.

1. **ELECTRONIC FUND TRANSFERS.** Electronic fund transfers include, but are not limited to, debit card and ATM transactions, preauthorized deposits and payments, telephone transfers; transfers initiated through a personal computer, and transfers initiated by third parties. Examples of transfers initiated by third parties include, but are not limited to, electronic check conversions and electronic returned check charges. An electronic check conversion occurs when you authorize a third party to debit funds from your account using information from the check you provide to the third party. This may occur at the point of sale or when you send a check by mail or deliver a check to a third party's lockbox location. In addition, some third parties may initiate an electronic fund transfer to collect a fee if your check is returned to the third party for insufficient funds. Your authorization for such transfers can occur in a number of ways. In some cases, your authorization can occur when the third party posts a sign or otherwise informs you of their policy.

2. **ACCESS DEVICES.** An Access Device is a card or personal identification code that provides access to a consumer's deposit account, which may be used to initiate electronic fund transfers. Access Devices include, but are not limited to, your BB&T 24 Automated Teller Machine Card, (ATM Card), BB&T Check Card (Check Card), Personal Identification Number (PIN), and your MasterCard or Visa Credit Card® when used to conduct electronic fund transfers. A check is not an Access Device; however, an electronic fund transfer initiated by using information obtained from a check is governed by this Agreement. You may, verbally or by other authorized means, request an Access Device to conduct electronic fund transfers to or from your consumer accounts. We may refuse to issue an Access Device to any customer, and we may terminate Access Device privileges, with or without cause or notice, unless otherwise required by law.

3. **APPLICABLE AGREEMENTS.** You agree to conduct all electronic fund transfers in accordance with this Agreement and Disclosures, any separate agreement and disclosure provided in connection with the issuance of any particular Access Device, and any agreement governing your accounts. The repayment of any advances on a credit line initiated electronically will be governed by the terms and conditions of the applicable agreement governing the credit line. Please refer to the Online Banking Services Agreement for important additional information concerning electronic fund transfers initiated using a personal computer.

4. **VERIFICATION OF TRANSACTION.** Transaction records issued with respect to an electronic fund transfer will be subject to verification and adjustment in accordance with the rules and regulations of the Bank and applicable law. Where there is a conflict between a transaction record and the Bank's record, the Bank's record shall control.

5. **OVERLINES AND OVERDRAFTS.** You agree not to conduct any transaction(s) to withdraw more than the applicable daily limit on any day, or cause the balance in your deposit account to go below zero, or cause the outstanding balance of your credit line to go above your credit limit. We may reject any such transaction; however, if we pay the overdraft or advance funds in excess of your credit limit, you agree to pay, upon request, the excess amount which was improperly withdrawn or transferred, together with any applicable fees as outlined in the Personal Services Pricing Guide or in the agreement governing your account. Overdrafts on your account may result in advances from your overdraft protection plan. Any item that cannot be covered by overdraft protection will be treated as a NSF/Overdraft and subject to applicable NSF/Overdraft fees.

6. **POINT OF SALE TRANSACTIONS/HOLDS ON FUNDS.** If you use your ATM Card or Check Card to purchase goods and services, including Internet purchases (point-of-sale transactions), you authorize us to debit your deposit account, and you agree that your authorization may result in an immediate withdrawal from the account, even though the transaction may not actually be posted to that account until a later date. The merchant may submit a preauthorization for the transaction to us which is either accepted or declined by us. The pre-authorization amount may be the transaction amount estimated by the merchant, which may be more or less than the final transaction amount authorized by you. Restaurants, hotels, motels, car rental agencies and gas stations regularly submit estimated transactions to us on our depositor's accounts. We cannot determine in advance whether a pre-authorization amount will exceed the amount of the final transaction amount authorized by you; however because we are obligated to pay the preauthorization amount submitted by the merchant if we accept it, the available balance in your primary deposit account will be reduced by the amount of the preauthorization submitted by the merchant (a "hold") even if the final settlement transaction has not yet been received or processed by us. This hold, which may be more or less than the final transaction amount, may affect the availability of funds in your account to authorize and pay checks and electronic transactions. As a result, checks or electronic transactions may be declined, dishonored, or not paid which can result in NSF/Overdraft fees and/or other charges against your account. We are not responsible if we do not authorize or pay elec-

tronic fund transfers, or if we dishonor checks drawn on your checking account while such a hold is placed on your account. By conducting point of sale transactions, you authorize us to rely on preauthorized amounts submitted by merchants electronically or otherwise, to place such a hold or holds on your account, and to determine the balance available to pay checks and/or authorize other electronic transfers from your account. Your account will be debited when the settlement transaction corresponding with the preauthorized amount has cleared through us, or the hold on your account will be released in three (3) business days, whichever first occurs. Additionally, you should know that a merchant may reverse the pre-authorization at your request, and/or extend or modify the amount of the pre-authorization in certain circumstances, such as an extended hotel stay. If an extension or modification is submitted by a merchant, the hold on your account will be extended or modified. No cash refunds will be made to you by the Bank on ATM Card/Check Card purchases. Any claim or dispute regarding goods or services purchased with your ATM Card/Check Card must be directed to the merchant or other business establishment at which you made the purchase. The amount of the credit, if any, will be reflected on your periodic account statement. You may not stop payment on ATM Card/Check Card purchases.

7. **ZERO LIABILITY POLICY FOR ATM CARD/CHECK CARD PURCHASES.** You may have no liability for unauthorized ATM Card or Check Card purchases, subject to the following terms and conditions:

   a. Our zero liability policies apply only to unauthorized purchases using your ATM Card or Check Card. Any claims of unauthorized ATM Card/Check Card purchases that do not meet the conditions of this section and any claims of unauthorized transactions involving other types of electronic fund transfers are governed by the Regulation E Disclosures below, and any separate agreement provided in connection with the issuance of the Access Device. If your claim does not meet the terms and conditions contained in this section, the Bank will automatically re-examine your claim in accordance with the Regulation E Disclosures below.

   b. Our zero liability policy may not apply if: (i) we determine that the unauthorized transaction was a result of gross negligence or fraud on your part; (ii) you fail to provide us with a statement or affidavit of your claim within the time requested; (iii) we determine that the transaction was not "unauthorized" as defined below; or (iv) you fail to report the loss, theft, or unauthorized use of your ATM Card, Check Card, or card number within a reasonable period of time. A reasonable period of time will be determined by Bank in its sole discretion, but in no event will it be shorter than the time periods specified in the Regulation E Disclosures below.

   c. "Unauthorized" Defined – A transaction is considered "unauthorized" if it is initiated by someone other than you (the cardholder) without your actual or apparent authority, and you receive no benefit from the transaction. A transaction is not considered "unauthorized" if: (i) you furnish the card, card number, or other identifying information to another person and give that individual express or implied authority to perform one or more transactions and the person then exceeds that authority; or (ii) for any other reason Bank concludes that the facts and circumstances do not reasonably support a claim of unauthorized use.

8. **CANCELING YOUR ACCESS DEVICE.** You may cancel your Access Device at any time by notifying us in writing and no longer using it. Canceling your Access Device will not affect your obligations under this Agreement, even if we allow any transaction to be completed with your Access Device after this Agreement has been terminated.

9. **INTERNATIONAL TRANSACTIONS.** Visa will convert to U.S. dollars any purchase, credit, cash disbursement, ATM transaction or reversal transaction made to your account in currency other than U.S. dollars. The conversion rate will be determined using Visa currency conversion procedures then in effect. Under the currency conversion procedure that Visa International uses, the non-U.S. dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion rate. The currency conversion rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa receives, or the government mandated rate in effect for the applicable central processing date. The currency conversion rate is subject to change by Visa . The date the conversion rate is applied by Visa is either: (1) the date the transaction is processed; or (2) the day before the date the transaction is processed. Thus, the conversion rate applied may differ from the rate on the date of your transaction. Any fees imposed by us in connection with foreign currency conversions and in connection with transactions occurring outside of the United States, Puerto Rico, and the U.S. Virgin Islands (international transactions) are contained in the Personal Services Pricing Guide.

10. **ARBITRATION.** It is important that you read the arbitration provision carefully. It provides that you may be required to settle a claim or dispute through arbitration, even if you prefer to litigate such claims in court. You are waiving rights you may have to litigate the claims in court or before a jury. You are waiving your right to participate in a class action lawsuit, class action arbitration or other representative action with respect to such claims. In no event and under no circumstances shall any party be liable for any special, incidental, consequential, punitive or indirect damages, including, without limitation loss of profits, even if a party has been advised of the possibility of such damages.

    Any claim or dispute ("Claim") by either you or us against the other arising from or relating in any way to your account, this Electronic Fund Transfer Agreement or any transaction conducted at the Bank or any of its affiliates, will, at the election of either you or us, be resolved by binding arbitration. This arbitration provision governs all Claims, whether such Claims are based on law, statute, contract, regulation, ordinance, tort, common law, constitutional provision, or any other legal theory and whether such Claim seeks as remedies money damages, penalties, injunctions or declaratory or equitable relief. Claims subject to this arbitration provision include Claims regarding the applicability of this provision or the validity of this or any prior Electronic Fund Transfer Agreement. As used in the provision, the term "Claim" is to be given the broadest possible meaning, and includes Claims that arose in the past or arise in the present or future. If a party elects to arbitrate a Claim, the arbitration will be conducted as an individual action. This means that even if a class action lawsuit or other representative action, such as those in the form of a private attorney general action, is filed, any Claim related to the issues of such lawsuits will be subject to arbitration if you or we so elect. Claims subject to arbitration also include Claims that are made as counter claims, cross-claims, third party claims, interpleaders or otherwise. The party filing for arbitration must choose one of the following arbitration administrators: American Arbitration Association, National Arbitration Forum, or a mutually agreed upon arbitrator. Arbitration will be conducted under the rules of the selected administrator by an impartial third-party arbitrator. Any arbitration shall be conducted in the city where the account was opened, the city of the Bank's main office, or a location mutually agreed upon by the parties.

    The arbitrator will either be a lawyer with at least ten years' experience in banking, a retired or former judge or law school professor with banking law expertise. The arbitrator will be selected in accordance with rules of the selected administrator. The arbitrator will apply the substantive law of the state where the Banks main office is located. The parties may choose to be represented by an attorney. The arbitration will be conducted under the applicable procedures and rules of the administrator that were in effect on the date the request for arbitration is filed. Certain rights that you would have if you went to court such as discovery or the right to appeal may not be available in arbitration or may be more limited. The arbitrator's decision will be final and binding. If there is a conflict between the rules and procedures of the administrator and any term in this provision,

1552

the terms of this provision shall prevail. You or we may bring an action including a summary or expedited motion to compel arbitration of any Claim, or to stay the litigation of any Claims pending in any court. Such action may be brought at any time. The failure to initiate or request arbitration at the beginning of a dispute or claim shall not be construed as a waiver of the right to arbitration.

At your request, we will advance any reasonable arbitration filing fee, or administrative and hearing fees that you are required to pay up to $500. We will reimburse you for the initial fee if you paid it and you fully prevail on your claim. All other fees will be allocated pursuant to the rules of the administrator. The arbitrator may award any fees, cost, and expenses including attorney's fees, as permitted by the administrator's rules. You may obtain copies of the current rules of each administrator, including information about arbitration, fees, and instructions for initiating arbitration by contacting the administrators. American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017. Phone: 800-778-7879. Web site; www.adr.org. National Arbitration Forum, P.O. Box 50191 Minneapolis, MN 55405. Phone: 800-474-2371. Web site www.arbitration-forum.com.

11. **MISCELLANEOUS.** Unless otherwise required by applicable law, we may change the terms of this Agreement from time to time by giving you notice of the change. If we must collect what you owe us, you will be responsible for our reasonable expenses of collection, including court costs and attorney's fees to the extent permitted by law. If more than one person requests electronic fund transfer services, each person will be bound by this Agreement and will be responsible for paying all amounts owed as a result of this Agreement. We reserve the right to reject any electronic fund transfer we reasonably believe is made in connection with an unlawful transaction or activity, including without limitation, gaming, gambling, lottery, or similar activities.

REGULATION E DISCLOSURES

12. **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS.** Tell us AT ONCE if you believe your Access Device has been lost or stolen, or that someone may have electronically transferred money from your account without your permission. Telephoning us is the best way of keeping possible losses down. Except in situations governed by the zero liability policy described above, if you tell us within two (2) business days after you learn of the loss or theft of your Access Device or the unauthorized transaction, you can lose no more than $50 if someone makes electronic transfers without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Access Device or the unauthorized transaction, and we can prove that we could have stopped someone from making electronic transfers without your permission if you had told us, you could lose as much as $500.

Also, if your periodic statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason kept you from telling us, we will extend the time periods.

13. **TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN EVENT OF UNAUTHORIZED TRANSFER.** If you believe your Access Device has been lost or stolen, or your PIN has been obtained by an unauthorized person, or that someone has transferred or may transfer money from your account without your permission, IMMEDIATELY call:

1-800-682-6921
or write
Liability Risk Management
P. O. Box 996
Wilson, North Carolina 27894-0996

14. **BUSINESS DAYS.** For purposes of these disclosures, our business days are Monday through Friday, except Federal holidays.

15. **TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS.**

a. **Account Access.** You may perform the following types of transactions. Some of these services may not be available with every Access Device, or at every electronic terminal and may be subject to restrictions contained in the agreement provided with that particular Access Device.

- Account inquiry
- Withdraw cash from your designated deposit accounts
- Make deposits to your designated deposit accounts
- Transfer funds between your designated deposit accounts and line of credit accounts
- Make payments on designated lines of credit from designated deposit accounts
- Pay for purchases at merchants who have agreed to accept the Access Device, or otherwise initiate electronic fund transfers to pay for purchases
- Electronically pay bills directly from your deposit account

b. **Limitations on Frequency of Transfers:** For savings accounts only (including Money Rate Savings and Investor's Deposit Account), there is a limit of no more than six (6) transfers or withdrawals during any statement cycle to or from your deposit accounts, or to a third party by means of either a preauthorized or automatic transfer or by telephonic agreement (which includes BB&T OnLine and BB&T Phone24), and no more than three of the six transfers may be made by check, draft, Check Card or ATM Card Point-of-Sale transactions or similar order made by you and payable to third parties.

c. **Limitations on Dollar Amounts of Transfers:**

- You may withdraw up to a maximum of $500 (Elite Classic, Classic Banking, Golden Advantage, Elite Gold, and SMART Money Manager clients may have higher daily withdrawal limits as disclosed in the individual product brochures) each business day from our ATMs. For security reasons, there may be other limits imposed on the amount you may withdraw from our ATMs.
- The daily limits for Check Card or ATM Card Point-of-Sale transactions are the lesser of your available balance or $2,000 ($3,000 for Elite Classic, Classic Banking, and Golden Advantage, $5,000 for Elite Gold and SMART Money Manager, $25,000 for Wealth Management clients).
- Other limitations may apply to transfers made using BB&T OnLine. Please refer to the BB&T OnLine Banking Services Agreement.
- Other limitations may apply at ATMs that do not display the BB&T name.

16. **CHARGES FOR TRANSFERS OR RIGHT TO MAKE TRANSFERS.** If an account is subject to service fees, the applicable service fees will apply whether the transfer is initiated electronically or by written order. Applicable service fees, and fees for conducting electronic fund transfers are outlined in the Personal Services Pricing Guide. A fee may be imposed for a balance inquiry even if you do not complete a funds transfer. In

1553

addition, you may incur surcharges when using an ATM that does not display the BB&T 24 logo and when using a Money 24 ATM. Money 24 ATMs are owned by Money 24, Inc., a subsidiary of BB&T Corporation.

17. **DOCUMENTATION OF TRANSFERS.**

a. **Electronic Terminal Transfers.** You may get a receipt at the time you make a transfer using an ATM terminal or point-of-sale terminal.

b. **Preauthorized Deposits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at 1-800-682-6921, during normal business hours, to find out whether or not the deposit has been made.

c. **Periodic Statements.** You will receive a monthly account statement, or less frequently if the account is inactive, that will show your electronic fund transfers.

18. **PREAUTHORIZED TRANSFERS/PAYMENTS.**

a. **Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments from your account, you can stop any of these payments. Here's how: You may call your local branch or 1-800-682-6921, or visit a branch to complete a stop payment form, or write to: Electronic Banking Department, P.O. Box 996, Wilson, North Carolina 27894-0996 in time for us to receive your request at least three (3) business days before the payment is scheduled to be made. If you orally request a stop payment, we may require you to also put your request in writing and get it to us within fourteen (14) days after you call. You should refer to the BB&T OnLine Banking Services Agreement for the procedure to stop an OnLine payment.

b. **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be.

c. **Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

19. **BANK'S LIABILITY FOR FAILURE TO MAKE TRANSFERS.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance: (i) if, through no fault of ours, you do not have enough money in your account to make the transfer; (ii) if the transfer would go over the credit limit on your credit line; (iii) if the ATM was not working properly and you knew about the breakdown when you started the transfer; (iv) if circumstances beyond our control prevent the transfer despite reasonable precautions we have taken; and (v) if the ATM where you are making the transfer, does not have enough cash. There may be other exceptions stated in other agreements with you.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUND TRANSFERS, TELEPHONE US AT:

1-800-682-6921
or write
Liability Risk Management
P. O. Box 996
Wilson, North Carolina 27894-0996

Tell us as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and deposit account number (if any)
- Describe the error or the transfer about which you are unsure, and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you also send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question for ATM transactions made within the United States and up to ninety (90) days for new accounts, foreign initiated transactions and Point-of-Sale transactions. If we decide to do this, we will recredit your account within ten (10) business days for the amount you think is in error, minus a maximum of $50.00, so that you will have the use of the money during the time it takes us to complete our investigation. For new accounts, we may take up to twenty (20) business days to recredit your account for the amount you think is in error, minus a maximum of $50.00. If we ask you to put your complaint in writing, and we do not receive it within ten (10) business days, we may not recredit your account and you will not have use of the money during the time it takes us to complete our investigation. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

20. **CONFIDENTIALITY.** Subject to applicable law, we will disclose information to third parties about you and your accounts or the transfers you make: (i) where it is necessary for completing transfers; (ii) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency or court orders; (iv) as otherwise required or permitted by law or government regulation; (v) if you give us permission; and (vi) as stated in the BB&T Corporation Consumer Privacy Notice.

21. **NOTICE OF SAFETY PRECAUTIONS.** You should employ the following basic safety precautions while using an automated teller machine ("ATM") during hours of darkness: (i) be aware of your surroundings when using an ATM, particularly during the hours of darkness; (ii) be accompanied by another person when using an ATM during the hours of darkness; (iii) refrain from displaying cash and your PIN, place cash in a pocket as soon as a transaction is completed, and count cash in the safety of a locked enclosure such as a car or home; (iv) use another ATM or return at a later time if anything suspicious is noticed; (v) cancel a transaction, place your Access Device in a pocket, and leave if you notice anything suspicious when using an ATM; (vi) immediately report all crimes to the operator of the ATM and to local law enforcement officials; and (vii) create a PIN that is difficult to guess by others, memorize it, and do not carry your PIN with your card.

* MasterCard and Visa Credit Cards are issued by BB&T Bankcard Corporation, a Georgia Corporation

L. SUBSTITUTE CHECK DISCLOSURES

If you currently receive your cancelled checks in your bank statement, some or all of them may look different than the checks you wrote. A new federal law permits banks to replace an original check with a "Substitute Check." A Substitute Check is a copy of the original check but is treated

1554

the same as the original check for all purposes. The Substitute Check will be an accurate copy of the front and back of the original check and contain the words: "This is a legal copy of your check. You can use it the same way you would use the original check."

If you lose money because you received a substitute check, you may have the right to file a claim for an expedited refund if: (i) the substitute check was incorrectly charged to your account; (ii) you lost money as a result of the substitute check being charged to your account; and (iii) you need the original check or a better copy of the original check to demonstrate that we incorrectly charged your account.

You may make a claim by calling us at 1-800-682-6921, or by visiting your local BB&T branch location. You must make your claim within 40 calendar days of the later of; the date that we delivered the account statement showing the charge that you are disputing, or the date on which we made the substitute check available to you. Refunds are limited up to the amount of the substitute check, plus interest if your account earns interest. If there is a valid reason that you cannot make your claim by the required day you may be given additional time.

Your expedited claim must: (1) describe why you think the charge to your account was incorrect; (2) estimate how much money you have lost because of the substitute check charge; (3) explain why the substitute check is not sufficient to show whether or not the charge to your account was correct; and (4) provide us with a copy of the substitute check or give us information that will help us to accurately identify the substitute check.

We will investigate your claim promptly. If we conclude that we incorrectly charged your account, we will provide a refund for your loss up to the amount of the substitute check, plus interest if your account earns interest, within one business day of making that decision. If we conclude that we correctly charged your account, we will send you a notice that explains the reason for our decision and include either the original check or a better copy of the original check than the one you already received. If we have not made a decision on your claim within 10 business days after you submitted it, we will provisionally refund the amount of your claim, up to $2,500, plus interest. If we have not issued our decision by the 45th day after you have submitted your claim, we will refund any remaining amount over the $2,500, plus interest. If we refund your account, we will send you a notice on the next business day that tells you the amount of your refund and the date on which you may withdraw that amount. Normally, you may withdraw your refund on the business day after it is credited to your account. In limited cases, we may delay your ability to withdraw up to the first $2,500 of the refund until the earlier of these two dates: (i) the day after we determine that your claim is valid; or (ii) the 45th calendar day after the day that you submitted your claim. We may reverse any refund and interest that we have given you if we later determine that the substitute check was correctly charged to your account. If we reverse a refund, we will send you within one business day the original check or a better copy of the original check than the one you previously received and explain why the substitute check was correctly charged to your account, and the amount and date of the reversal. Your rights under this section are governed by the "Check 21 Act" and any implementing regulations.

CONSTANT CREDIT AGREEMENT AND INITIAL TRUTH-IN-LENDING DISCLOSURES

Important: Please read this folder and retain it for your records.

BB&T Constant Credit is a personal line of credit for qualifying checking account clients (the "Line"). By signing the Constant Credit application or by utilizing the Line, you have agreed to be bound by the provisions of this Constant Credit Agreement and Initial Truth-in-Lending Disclosures ("Agreement"), and the rate and charges applicable to the use of your authorized Line. The terms and conditions governing your checking accounts and the fees associated with your checking accounts are contained in the Bank Services Agreement and the Personal Services Pricing Guide which are incorporated herein by reference.

CONSTANT CREDIT AGREEMENT

1. CREDIT LIMIT:

We will establish an open end line of credit to be known as "Constant Credit" in connection with one or more of your checking accounts (the "Accounts"). The initial Constant Credit limit will be the amount specified in the notice we send to you following approval of the application. The limit may be changed by us from time to time.

2. ADVANCE OPTIONS:

(a) The presentation of any check signed by any person authorized to draw checks upon any Accounts for which you have elected overdraft protection or the assessment of any other charges against the Accounts in excess of the balance in the Accounts constitutes an authorization for an advance to be made under this Agreement. **We will advance funds to the Accounts in multiples of $100 (or the unused portion of the Credit Limit if less than $100)**, up to the established Constant Credit limit, to pay checks, drafts, or any other charges when there is not a sufficient balance in the Accounts at the time such checks, drafts, or other charges are presented or made. You agree not to issue checks in excess of the established Constant Credit limit for the Accounts.

(b) You may also obtain advances in any amount up to your Constant Credit limit at any BB&T branch, or by using your BB&T 24 Automated Teller Machine Card ("ATM Card") at any BB&T 24 ATM, or by using the BB&T Phone24 or BB&T OnLine services. Any such advances will be governed by this Agreement, the Electronic Funds Transfer Agreement and Disclosures, and the terms of any agreement governing such services.

(c) You may also request special checks that can be used to obtain advances directly from your Line in any amount up to your Constant Credit limit. These special checks will not be linked to your Accounts, but may only be used to access your Line. Your special check activity will be reported on your monthly statement with your other Constant Credit activity. Any advances obtained by special check will be governed by this Agreement.

3. MINIMUM PAYMENT:

The minimum monthly payment is the greater of 2% of the Outstanding Constant Credit balance or $10.00.

4. PAYMENT OPTIONS:

The following payment options are available for you to pay all amounts credited to the Accounts, together with Finance Charges.

(a) You may pay directly to us an amount equal to or greater than the minimum monthly payment up to the entire outstanding Line balance by mail or in person at any BB&T branch, or by using your BB&T 24 Automated Teller Machine Card ("ATM Card") at any BB&T 24 ATM, or by using BB&T Phone24 or BB&T OnLine services.

(b) **Alternatively, if you do not pay your minimum monthly payment within 15 days after the statement date, the minimum monthly payment will be automatically deducted from the Accounts.** Should this date fall on a weekend or holiday, this minimum monthly payment will be deducted on the last banking day prior to the payment date.

1555

5. MONTHLY STATEMENT:

If multiple Accounts are covered by the Line, the Constant Credit statement will appear on the statement for the Account selected by you (the "Selected Account"). We will mail a monthly statement which will combine the "Selected Account" statement with the Constant Credit statement. The Constant Credit statement will set forth the billing cycle, the outstanding Line balance at the beginning of the cycle ("Previous Balance"), the amount and date of each advance, payments and other credits, the amount of any Finance Charge, any late payment penalty, any BB&T Revolving Account Protection (RAP) charge, the daily periodic interest rate, the Annual Percentage Rate, the balance on which the Finance Charge and BB&T Revolving Account Protection (RAP) charge was computed and how the balance was obtained, the outstanding balance at the end of the cycle ("New Balance"), and the remaining available credit. Statements will be considered correct by you and not subject to challenge, unless we are notified of any error within sixty (60) days after the closing date of such statement.

6. TERMINATION OF AGREEMENT BY BB&T:

We may without notice and right to cure, unless required by applicable law, terminate the Agreement, the Line will be blocked, and the entire outstanding Line balance plus interest shall immediately become due and payable if (a) you fail to make a minimum payment as the Agreement requires, (b) you close or terminate the Selected Account, (c) or if the Selected Account's active status is otherwise terminated by BB&T, (d) you fail to perform any of the terms or conditions of this Agreement or any other agreement that you may have with BB&T, its affiliates or subsidiaries, or (e) (except in WV, MD and DC) if we deem ourselves or the debt unsafe or insecure, or if we deem that the prospect of payment or performance by you is impaired, or (f) if you or any Obligor fail to furnish information to the Bank sufficient to verify your identity or the identity of any Obligor under the USA Patriot Act. If you fail to pay the entire outstanding Line balance on demand, you agree to pay, to the extent permitted by law, our collection expenses, including reasonable attorney's fees and costs, in the event of suit. We may also terminate this Agreement in the event of your death, or if you become insolvent or bankrupt. Upon termination, we shall not thereafter be obligated to make any advances, but such termination shall not affect any of your existing obligations hereunder.

7. TERMINATION OF AGREEMENT BY EITHER PARTY:

Either party may terminate this Agreement as to future Line advances, by written notice, but such termination shall not affect any of your existing obligations hereunder. In some cases (except in WV, MD, and DC), we may terminate, block, or freeze the Line as to future advances prior to sending written notice to you if circumstances arise or events occur which give us a reasonable basis to believe that the debt is insecure or that the prospect of repayment is impaired, but such action shall not affect any of your existing obligations hereunder.

8. JOINT AND SEVERAL LIABILITY:

If the application is signed by more than one individual, each party shall be jointly and severally liable for advances made hereunder.

9. CHANGE IN AGREEMENT:

We shall have the right to modify or amend the terms and conditions of this Agreement from time to time upon 30 days advance written notice to you at your last address shown upon our records, unless prohibited by applicable state law. Amendments will become effective on the effective date stated in our notice. Your subsequent use of the Line will be conclusively presumed to be evidence of your consent to any such modifications or amendments. The new terms, including any increase or decrease in the charges, shall apply both to new advances after the effective date of the change, and to any outstanding balance owed by you on the effective date.

10. DISPUTED ACCOUNTS:

We will not be obligated to accept any check, money order or other payment instrument marked "payment in full" delivered on any disputed account, loan balance, fee or expense owed, and we expressly reserve the right to reject all such payment instruments. All communications concerning any disputed amounts owed, including without limitation any payment instrument tendered in good faith as full satisfaction of the amount owed, must be sent to the following address:

BB&T
Constant Credit Disputed Payments
P.O. Box 200
Wilson, North Carolina 27894-0200

If you fail to send any communication, check, money order or other payment instrument purporting to pay any disputed amount due hereunder in full to the address designated above, the obligation referred to will not be satisfied, and shall be deemed not to have been made in good faith, even if we inadvertently process such payment instrument.

11. INFORMATION SHARING:

Our information sharing practices and policies, and your options, are set forth in the BB&T Corporation Consumer Privacy Notice, which is hereby incorporated by reference.

12. ACCURACY OF CREDIT INFORMATION:

We regularly and in the normal course of business, report our credit experience with customers to the major credit bureau repositories. Should you believe that information we have reported about the credit history of your Constant Credit Line is inaccurate, please notify us at the following address: Bankcard and Merchant Services, P.O. Box 698, Wilson, North Carolina 27894. Please include your name, address, Social Security number, account number and a specific explanation of what information you believe to be inaccurate.

13. NOTICE OF FURNISHING OF NEGATIVE INFORMATION:

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Maryland Residents Only: Credit is extended exclusively under Subtitle 9 of Title 12 of the Commercial Law Article of the Annotated Code of Maryland and federal law.

Prescreen & Opt-out Notice: This "prescreened" offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria. If you do not want to receive prescreened offers of credit from this and other companies, call the Consumer Reporting Agencies toll free, (888)567-8688; or write Equifax Options, P.O. Box 740123, Atlanta, GA 30374; Trans Union, Name Removal Opt-Out Request, P.O. Box 97328, Jackson, MS 39288, Experian Credit Marketing Opt-Out, P.O. Box 919, Allen, TX 75013.

TRUTH-IN-LENDING DISCLOSURES

1. NORTH CAROLINA, SOUTH CAROLINA, VIRGINIA, WASHINGTON DC, KENTUCKY AND INDIANA RESIDENTS ONLY

FINANCE CHARGES: Once advances are made from the Line, a FINANCE CHARGE will automatically be imposed on the Line's outstanding "Average Daily Balance." The FINANCE CHARGE is calculated by applying the Daily Periodic Rate of .0493150%, or .0491803% during a leap year, which is an ANNUAL PERCENTAGE RATE of 18.0%, to the "Average Daily Balance" of your Line (including current transactions) and multiplying this figure by the number of days in the billing cycle. To get the "Average Daily Balance," we take the beginning Line balance each day, add any new advances or debits and subtract any payments or credits and the current period FINANCE CHARGES. This gives us the "Daily Balance." Then we add all the Daily Balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance."

2. GEORGIA RESIDENTS ONLY

FINANCE CHARGES: Once advances are made from the Line, a FINANCE CHARGE will automatically be imposed on the Line's outstanding "Average Daily Balance." The FINANCE CHARGE is calculated by applying the Daily Periodic Rate of .0438356%, or .0437158% during a leap year, which is an ANNUAL PERCENTAGE RATE of 16.0%, to the "Average Daily Balance" of your Line (including current transactions) and multiplying this figure by the number of days in the billing cycle. To get the "Average Daily Balance," we take the beginning Line balance each day, add any new advances or debits, and subtract any payments or credits and any unpaid FINANCE CHARGES. This gives us the "Daily Balance." Then we add all the Daily Balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance."

3. MARYLAND, TENNESSEE, ALABAMA, FLORIDA, AND WEST VIRGINIA RESIDENTS ONLY

FINANCE CHARGES: Once advances are made from the Line, a FINANCE CHARGE will automatically be imposed on the Line's outstanding "Average Daily Balance." The FINANCE CHARGE is calculated by applying the Daily Periodic Rate of .0493150%, or .0491803% during a leap year, which is an ANNUAL PERCENTAGE RATE of 18.0%, to the "Average Daily Balance" of your Line (including current transactions) and multiplying this figure by the number of days in the billing cycle. To get the "Average Daily Balance," we take the beginning Line balance each day, add any new advances or debits and subtract any payments or credits and any unpaid FINANCE CHARGES. This gives us the "Daily Balance." Then we add all the Daily Balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance."

4. ANNUAL FEE

No annual fee.

5. LATE CHARGES:

NC: A late charge of $10.00 will be imposed if the minimum periodic payment is 30 days or more past due on a balance of $100.00 or more. On balances less than $100.00, the Bank may, at its discretion, charge a late fee of $5.00.

AL: A late charge of 5% of the amount of the late payment or $10.00, whichever is greater, but not more than $100.00, will be imposed if the minimum periodic payment is 10 days or more past due.

SC: A late charge of 5% of any unpaid amount of the minimum periodic payment, but not exceeding $5.00, will be imposed on any minimum periodic payment that is 10 days or more past due.

TN: A late charge of 5% will be imposed of the amount of the minimum periodic payment that is past due by more than 15 days.

VA: A late charge of 5% of the amount of the late payment or $10.00, whichever is greater, will be imposed if the minimum periodic payment is 10 days or more past due.

MD, DC and FL: A late charge of 5% of the amount of the late payment will be imposed if the minimum periodic payment is 15 days or more past due.

WV: A late charge of 5% of the late payment or $5.00, whichever is less, but not less than $1.00, will be imposed if the minimum periodic payment is 10 days or more past due.

KY and IN: A late charge of $5.00 will be imposed if the minimum periodic payment is 10 days or more past due.

GA: A late charge of $10.00 will be imposed if the minimum periodic payment is 10 days or more past due.

6. SECURITY INTEREST:

If cash advances made to the Accounts from the Line are obtained primarily for personal, family, or household purposes, we expressly waive any security interest(s) of any nature previously or subsequently given by you or retained by us which would otherwise secure your obligations under this Agreement.

7. RIGHT OF OFFSET:

If you are in default, you authorize us to setoff and apply any deposits or credits we owe you to amounts you owe us under this Agreement, unless prohibited by law.

8. BILLING RIGHTS:

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information regarding your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Statement

If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

1557

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your payment automatically from your checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us at least three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

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

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

If we find that we made a mistake on your statement, you will not have to pay any Finance Charges related to any questioned amount. If we did not make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

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

If we do not follow these rules, we cannot collect the first $50 of the questioned amount, even if your statement was correct.

BB&T Corporation Consumer Privacy

The BB&T Corporate Family includes many types of financial services providers, such as banks, consumer finance companies, securities broker-dealers, insurance agencies, and mortgage companies. Over our long history as a financial services provider, we have placed the highest value on the information you share with us, and we are committed to protecting your privacy. This commitment forms the cornerstone of trust and confidence on which we hope to build long-lasting relationships with the clients we serve. Our Consumer Privacy Notice ("Notice") reaffirms our commitment to safeguarding your information.

BB&T Corporation Consumer Privacy Notice

Our Consumer Privacy Notice tells you the kind of information we collect about you, with whom we share it, and how we protect it responsibly. The Notice applies to consumers who obtain financial products or services for personal, family, or household purposes. You may receive a different privacy notice if you have other relationships with companies in the BB&T Corporate Family. The examples that you will find throughout this Notice are for purposes of illustration only and should not be considered a complete description of our information practices. In addition, we may not collect or disclose all of the categories of information described in this Notice in every transaction.

This Notice is provided on behalf of certain specific companies within the BB&T Corporate Family (which are not all of the BB&T Corporate Family members with whom information about you may be shared as described in this notice). Those specific companies are:

BB&T Asset Management, Inc.
BB&T Bankcard Corporation
BB&T Credit Services, Inc.
BB&T Investment Services, Inc.
Branch Banking and Trust Company
Lendmark Financial Services, Inc.
Lendmark Financial Services of West Virginia, Inc.
Lendmark Mortgage and Finance, Inc.
Liberty Mortgage Corporation
Regional Acceptance Corporation
Scott & Stringfellow, Inc.
Sheffield Financial LLC
Wilson Fiduciary Management Corporation

Categories of Information We May Collect

We may collect the following categories of information about you:

- Information we receive from you on applications, personal financial statements, and other oral, written, or electronic communications, such as your name, address, social security number, assets and income;
- Information about your transactions with us, other companies in the BB&T Corporate Family or others, such as your account balance and payment history;

1558

- Information we receive from third parties, including persons providing services in connection with your transactions and credit bureaus, such as your credit history;
- Information we obtain from others to verify information provided by you, such as your employment history and credit or other relationships with third parties; and
- Information collected from our Internet web sites, such as information you provide to us and information necessary to manage your online session with us.

Disclosure of Information to Third Parties

We do not disclose information about you to companies outside of the BB&T Corporate Family, except as required or permitted by law. For example, we may disclose information about you to third parties to assist us in servicing your loan(s) or account(s) with us, to government entities in response to subpoenas or other governmental information requests, and to credit bureaus. In addition, we may disclose the information we collect about you described above to companies that perform marketing services on our behalf and to financial institutions for the purpose of jointly offering financial products and services to you, such as mortgage life insurance.

If you close your accounts or your relationship becomes inactive, we will continue to treat the information we have collected about you in accordance with this Notice.

Information We May Share Within the BB&T Corporate Family

To the extent permitted by law, we may share information about our experiences and transactions with you (such as payment history) and identification information (such as your name and address) with companies in the BB&T Corporate Family. Unless you tell us not to, we may also share other information about you with companies within the BB&T Corporate Family for various purposes, such as offering to you, or considering you for, other products, services, or opportunities made available by other BB&T companies. This other information includes the following:

- Information we obtain from your applications or other forms, such as your income, assets, and employment history;
- Information we obtain from a credit bureau, such as your credit history; and
- Information we obtain from others to verify information provided by you, such as your credit or other relationships with third parties.

Companies in the BB&T Corporate Family that may receive this information are all financial services companies, including banks, consumer finance companies, securities broker-dealers, insurance agencies, and mortgage companies.

How to Tell Us Not to Share This Information Within Our Corporate Family

If you ask us not to share this information within our corporate family, you may miss learning of financial products and services offered by these companies that might be of benefit to you.

If you prefer that we not share application information and credit-related information obtained from you and others with companies within the BB&T Corporate Family, you may direct us not to share (opt out) by calling us at 1-888-800-3420 between the hours of 6:00 a.m. and 9:00 p.m., ET, 7 days a week. We will process your request as soon as we reasonably can. If you have already directed us not to share, you do not need to opt out again.

For a joint account (account held by two or more consumers), each of the joint accountholders may exercise the right to opt out. We will treat an opt-out direction by one joint accountholder as applying to all of the joint accountholders with respect to that joint account. For example, if Pat and Kim have a joint account, Pat's opt-out direction will also apply to Kim with respect to the joint account, but not to Kim's individual accounts. Kim may separately exercise the right to opt out as to Kim's individual accounts. In this example, Pat's opt out will also apply to all of Pat's individual accounts.

NOTE: Your opt out only covers application information and credit-related information obtained from you and others that we might otherwise share within our corporate family. We may continue to share other information about you within the BB&T Corporate Family as permitted by law, such as information about your transactions with us and certain identifying information, including name, address, telephone number, and social security number. Each company within the BB&T Corporate Family will continue to contact its consumer clients with offers of its own products and services. You will continue to receive product messages via your statement(s), as well as telephone and mail offers from BB&T companies with whom you have relationships.

Our Security Procedures

We maintain physical, electronic, and procedural safeguards that comply with federal guidelines to safeguard consumer information. Our employees are bound by our Code of Ethics and policies to access consumer information only for legitimate business purposes and to keep information about you confidential.

Other Privacy Protections

You may have other privacy protections under some state laws. We will comply with applicable state laws as to information about you. For example, certain state laws may restrict the types of information we may disclose about you or require us to provide you with an additional notice.

We will not use or share personally identifiable medical information for any purpose other than the underwriting or administration of your insurance account, policy, or claim, unless otherwise required or permitted by law.

Our Commitment

We will continue to maintain our dedication to protecting your privacy. Should you have questions concerning our Notice, you may call 1-888-800-3420 between the hours of 6:00 a.m. and 9:00 p.m., ET, 7 days a week. Our Privacy Notice, along with our "Online Security" statement may also be found on our web site at www.BBT.com/privacy.

1559

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 45

BSA #2 (old exhibit # 24)

 45

Exhibit # 24

#24 Banking Service Agreement (BSA)

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Number of Pages 16

1561

Commercial Bank Services Agreement

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1562

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COMMERCIAL BANK SERVICES AGREEMENT

A. General Legal Agreement 4
B. Rules Applicable to All Accounts. 4
1. Fees. 4
2. Correction of Errors 4
3. Provisional Credit 4
4. Missing Endorsement 5
5. Stop Payment 5
6. Deduction of Fees 5
7. Deposits to Account 5
8. Payment of Items 5
9. Right to Refuse to Cash Items 6
10. Right to Close Account 6
11. Banking Day 6
12. Statements 6
13. Forged or Unauthorized Transactions 6
14. Facsimile Signatures 7
15. Right of Setoff 8
16. Stale Items 8
17. Postdated Items 8
18. Incomplete or Conditional Items 8
19. Non-Sufficient Funds 8
20. Uncollected Funds Charge 8
21. Legal Process Against an Account 9
22. Disputes Concerning an Account 9
23. Delayed Return of Item 9
24. Responsibility for Bank's Expenses 9
25. Items Payable Jointly 9
26. Authorization of Transfers 9
27. Dual Signatures/Special Purpose Accounts 9
28. Preauthorized Demand Drafts 9
29. Arbitration 9
30. Point of Sale Transactions/Holds on Funds 9
C. Rules Applicable to Certain Accounts 10
1. Checking Sub-Accounts 11
2. Non-Interest Bearing Checking Accounts 11
3. Interest Bearing Checking Accounts 11
4. Savings Accounts 11
D. Certificates of Deposit 12
E. Availability of Deposits 13
F. Backup Withholding & Taxpayer Identification 14
G. Bank Secrecy Act 15

1563

A. GENERAL LEGAL AGREEMENT

This Agreement governs all accounts between Branch Banking and Trust Company (herein referred to as "Bank," "we," "our," or "us") and its clients (whether one or more, herein referred to as "Depositor," "you" or "your"). When you open or maintain an account with the Bank, you are agreeing to the terms of this Agreement. It is a legally binding contract. The terms of this Agreement, including pricing or other changes to your account, may be amended from time to time by the Bank. Amendments to this Agreement will be accomplished by written notice to you. The notice may be included in or on your account statement. The notice may state that there has been a change to your account and instruct you to pick up a revised agreement at your local branch. Continued use of your account following notice of amendment or a change to the account constitutes your acceptance of such changes. Please keep a copy of this Agreement for your reference.

Applicability. By signing the account signature card or conducting transactions after account opening, you agree to the terms of this Commercial Bank Services Agreement which applies to all business accounts that you now have with the Bank or may have in the future.

Waiver. No term of this Agreement shall be deemed waived unless the waiver shall be in writing and signed by the parties. Any failure by the Bank to insist upon the Organization's strict performance of any of the terms of this Agreement shall not be deemed or construed as a waiver of these or any other terms. Neither party shall, by mere lapse of time, be deemed to have waived any breach by the other party of any terms or provisions of this Agreement. The waiver by either party of any breach shall not affect the right of the Bank to enforce any of its rights with respect to other customers or to enforce any of its rights with respect to later transactions with the Organization and is not sufficient to modify the terms and conditions of this Agreement. If any provision, or a portion thereof, of this Agreement or its application to any party or circumstance shall be declared void, illegal or unenforceable, the remainder of the provision and the Agreement shall be valid and enforceable to the extent permitted by law.

Account Opening. You agree that when you open an account, you have instructed us as to the correct type of account applicable to your Organization. You further represent to the Bank that you are authorized to do business in the manner indicated and that the acts of person(s) opening the account have been ratified. You agree that the Bank may rely on such representations without requiring additional information or documentation but shall furnish such information upon request. You are solely responsible for meeting any legal requirements to establish and maintain the type of account requested and have a duty to inform us of the status of any change to the Organization.

B. RULES APPLICABLE TO ALL ACCOUNTS

Unless this Agreement otherwise indicates: "item" means any instrument or a promise or order to pay money handled by a bank for collection or payment, but does not include a payment order for a wire transfer, cash, documentary drafts, notes, credit or debit card slips or other instruments of a type not routinely accepted for collection or payment to deposit accounts by a Bank; "account" means any deposit or credit account with the Bank, and includes a demand, time, savings, passbook, or like account other than an account evidenced by a Certificate of Deposit. Although excluded from the definition of "account," Certificates of Deposit, whether evidenced by a certificate or book-entry, are subject to the terms and conditions of this Agreement.

1. **Fees.** You agree to pay the Bank for all services provided in connection with your accounts in accordance with the Bank's current schedule of maintenance fees, activity charges and minimum balance requirements which are contained in a separate document called the "BB&T Business Services Pricing Guide." The Bank may change its maintenance fees, activity charges and minimum balance requirements from time to time and will give notice of any change to the Organization. The terms of the BB&T Business Services Pricing Guide as they may be amended from time to time are incorporated herein by reference. For accounts that are analyzed monthly in terms of banking services utilized in relation to the account balances maintained, charges for Bank services will be that amount recorded by the Bank's Account Analysis System. Earnings credits are calculated on the **average positive collected balance less required reserves and a rate managed by the Bank which is subject to change from time to time.** The difference between the earnings credit rate allowance and the charges for Bank services rendered will determine whether or not a service charge will be assessed. Additional fees may be charged for cash management services in the manner and amount as agreed upon by the Organization and the Bank by separate agreement.

2. **Correction of Errors.** Any error in the description, or in the amount, of any deposit is subject to correction by the Bank within a reasonable time after discovery of the error. You have a duty to review your bank statements within thirty (30) days from the statement date and to promptly report any errors to the Bank. Any deposit received from the Organization is based on the Organization's representation and is not an admission by the Bank that the amount or type of deposit shown was actually received by the Bank. The Bank shall have no duty to compare the items listed on the deposit slip with the items accompanying the slip, or to perform any audit or accounting function for the Organization with respect to such listing of items deposited. You agree that your statement will be deemed final and that all activity and account balances are correct for all purposes after thirty (30) days from the closing date of such statement.

3. **Provisional Credit.** All items are credited to your account or cashed against your account on a provisional basis that may be revoked if payment of the item is not received. You agree that for any item not paid, returned unpaid, that we believe will be returned unpaid, or is returned pursuant to any applicable operating or clearing house rules, the Bank may charge back the item against your account without regard to whether such item was returned within any applicable deadlines. At our option and without notice to you that an item has been returned, we may resubmit any returned item for payment. You waive notice of nonpayment, dishonor and protest regarding any items credited to or charged against your account. You further agree that regardless of any final settlement, if an item is cashed against your account or deposited to your account and is unpaid or is returned to us based upon a breach of warranty claim or any other reason, we may deduct the amount of the item from your account, or place a hold on your account for the amount of the item until liability for the item is determined.

   In receiving items for deposit or collection, the Bank acts as your collection agent and assumes no responsibility beyond the exercise of ordinary care. The Bank will not be liable for the negligence or default of any correspondent or for the loss of any item while in transit. You agree to maintain a description of all items deposited to your account and to furnish the same to the Bank upon request and to fully cooperate in securing replacement of any item credited to your account, but subsequently lost, stolen or destroyed. Your failure to cooperate may result in either the Bank placing a hold on your account or exercising a right of set-off for the amount of the item previously credited. You agree to indemnify and hold the Bank harmless from any loss, claim or damage we incur based on your failure to cooperate with the Bank to obtain replacement of an item.

   We may refuse to accept for deposit or collection items payable in a currency other than U.S. dollars. If we accept such an item, you have the risk associated with currency fluctuation. Items drawn on foreign banks are subject to final payment by the foreign bank and as such may be returned unpaid later than a similar item drawn on a U.S. bank. U.S. laws and regulations governing the time for returns and collections are not applicable and you bear the entire risk of a returned item which can be charged back to your account at any time. You agree that we may use our current buying or selling rate, as applicable, when processing such an item, inclusive of any domestic or foreign bank.

1564

4. **Missing Endorsement.** The Bank is authorized to accept for collection and credit to the Organization's account items made payable to the entity in whose name the account is established, with or without endorsement. If you fail to endorse an item that you submit for deposit, the Bank has the right, but is not obligated, to supply the missing endorsement.

5. **Stop Payment.** You may, by order to the Bank, stop payment of any item from your account. The stop payment order must be received by the Bank at such time and in such manner as to afford the Bank a reasonable opportunity to act on it prior to any action by the Bank with respect to the item. The Bank shall have a reasonable time to make any stop payment request effective. For these purposes, a "reasonable time" means at least until one Banking day after the Banking day on which we receive the request. The Bank shall not be liable for any item paid over a stop payment request before this time expires. For purposes of determining whether to act on a stop payment order, an item is deemed received when it is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your account has been deposited for collection in another financial institution, and no more than one such determination need be made. All stop payment orders which are received by the Bank on a Saturday, Sunday, federal holiday, or after 2:00 p.m. on a Banking Day shall be treated as having been received on the next Banking Day. Because items are retrieved by computer, you must inform the Bank of the exact amount of the item, the item number, date, payee and the account number. The Bank is not responsible for failure to place a stop payment due to inaccurate or incomplete information. A stop payment order is effective for six (6) months from the date it was entered and may be renewed for additional six (6) month periods. You may not stop payment on a cashier's check or official check. The Bank may re-credit your account after paying an item over a valid and timely stop payment order to the extent of any loss actually suffered. You must prepare and sign a statement fully describing the dispute establishing your rights against the payee and agree to transfer to the Bank all of your rights against the payee or other holder of the item, and to assist the Bank in any legal action taken against that party.

   If you request a stop payment on a check that is presented to us for payment electronically (such as a substitute check, converted check, remotely created check or imaged check) that does not contain the check number, we will attempt to stop payment based on the information you provided. We will have no liability for our inability to stop payment on such an electronic item as our stop payment process is dependent upon the ability to read a check number. You may be charged a stop payment fee even if we are unable to effect your stop payment order.

6. **Deduction of Fees.** Maintenance and activity fees and fees for returned checks, insufficient funds, overdrafts, uncollected funds charges, stop payment orders, charges for check printing, and other service charges made in accordance with the rules of the Bank in effect at the time of such charge, may be deducted prior to any other debits to your account. The Bank shall not be liable for dishonoring checks or drafts presented for payment because of insufficient funds being in the account as a result of deducting such fees. Any fees (or portions thereof) unposted due to insufficient funds at the time of posting may be collected at a later date without prior notice when sufficient funds are available in the account.

7. **Deposits to Account.** The Bank may accept deposits to your account from any source, and we need not question the authority of the person making the deposit. The Bank may also refuse to accept all or part of any items or any funds tendered to it for collection or for deposit without prior notice. You further agree that the Bank may impose a fee for, or decline payment of, a check or other item drawn against your account that is presented for payment over the counter at the Bank rather than being deposited in an account at another institution and presented for payment through the check collection system. The Bank also has the right to refuse to cash a check against your account and require that the item be deposited. Deposits may be made in person, through an ATM or by mail. Deposits may not be made through a night deposit receptacle unless you have entered into a commercial deposit processing agreement. The bank assumes no liability for any items delivered through a night deposit receptacle without an agreement. In it's sole discetion, the bank may process any such delivery and you agree to indemnify and hold the bank harmless from any loss, claim or damage arising out of such delivery.

8. **Payment of Items.** For purposes of this subsection, an "item" is a debit to your account which includes a check, substitute check, purported substitute check, electronic item or transaction, draft, demand draft, remotely created item, image replacement document, indemnified copy, ATM withdrawal or transfer, PIN-based point of sale transaction, signature-based point of sale transaction, preauthorized payment, automatic transfer, telephone-initiated transfer, ACH transaction, Online Banking transfer or bill payment instruction, withdrawal slip, in-person transfer or withdrawal, cash ticket, deposit adjustment, any other instruction or order for the payment, transfer or withdrawal of funds, and an image or photocopy of any of the foregoing.

   We may process items for payment against your account in any order that we choose. Currently, we process items from highest to lowest dollar based on certain priorities. These priorities may be determined by the date and/or time a transaction was initiated. For example, a point-of-sale (POS) transaction conducted on a Monday may not post to your account until Wednesday. The POS transaction may be processed before checks and other items that are also presented for payment on Wednesday. This method would allow more items to be paid in the order they were conducted but could result in additional overdrafts. The Bank has the discretion to process items even if your account has an insufficient available balance to pay such items. Your "available" balance represents the amount of funds available for withdrawal or to pay items presented against your account. The "available" balance may not be the same as your "current" or "posted" balance. For example, your available balance may be reduced by a POS transaction in which the merchant has obtained authorization from the Bank but that has not been presented for payment. We consider such pending transactions in the calculation of your available balance. We may change our priorities or posting order in our sole discretion at any time without notice to you regardless of whether additional fees may result.

   In the check payment process, the Bank employs techniques to assist in the detection of unauthorized items that may be presented against your account for payment. If a particular item appears to represent unusual activity on your account, you authorize the Bank, in its discretion, to reject the item and return it unpaid. If the returned item was, in fact, properly payable, you agree to hold the Bank harmless from any claims, loss or damages as a result of the Bank not paying the check.

1565

   Certain retailers and merchants have implemented a procedure to convert checks into electronic debits. Upon purchase, you complete your check in the usual manner. The check will then be passed through a machine to capture the relevant bank information and purchase amount, stamped "VOID" and returned to you. You will sign an authorization slip (similar to a credit or debit card slip) permitting the check to be converted to an Electronic Fund Transfer and allowing your account to be immediately debited. To avoid causing NSF/Overdrafts you must ensure that you have sufficient funds in your account to cover the amount of the check. Because the check is not sent to the bank for processing, a copy will not be available through the Bank. Your electronic check purchases will be listed in the "Other Withdrawals and Debits" section as an "Electronic Check Purchase" on your monthly statement. In addition, certain companies that accept payment through remittance and lockbox

location have begun to convert checks into an electronic format. Both of these types of transactions are governed by the Electronic Fund Transfer Agreement and Disclosures.

Certain financial institutions may also convert checks into an electronic format or substitute check for presentment to, and payment from, the Bank. You agree that your account may be debited on the day an item is represented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your account has been deposited for collection in another financial institution. A determination of your account balance for purposes of making a decision to dishonor an item for insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of return of the item, and no more than one such determination need be made. To avoid causing NSF/Overdrafts you must ensure that you have sufficient funds in your account to cover the amount of the check, taking in to account the reduction of your available balance caused by holds on your account as further described herein.

9. **Right to Refuse to Cash Items.** The Bank, in its discretion, may refuse to cash items that are made payable to the order of the Organization and may require that all such items be deposited to your account.

10. **Right to Close Account.** The Bank may close any account with or without cause at any time. The Bank shall give the Organization either oral or written notice of its intention to close the account. If given in writing, the notice will be forwarded to your last address as shown on our records. In the case of oral notice, you shall have five (5) days from the date of notice to withdraw all funds from your account. In the case of written notice, you shall have seven (7) days from the date appearing on the notice to withdraw all funds from your account. Upon notice, you must cease writing checks against your account. The Bank shall not be liable for dishonoring any items written after the notice date. In the event you have not withdrawn all funds to close the account within those time limits, the Bank will close the account and mail a check for such funds remaining in the account, after deducting all applicable fees and charges, to your last address shown on our records. Closing the account does not release the Organization from the obligation to pay accrued fees or from liability for items in process. The Bank may in its discretion close an account without prior notice to the Organization if the account has a negative balance, or if the Bank has a reasonable basis to believe that a loss may occur to the Bank. All demand deposit accounts with a negative or zero balance and no activity for sixty-two (62) consecutive days may be closed by the Bank without notice. All savings accounts with a negative or zero balance and no activity for ninety-two (92) consecutive days may be closed by the Bank without notice. The Bank further reserves the right to reject any deposit which is made to a closed account by returning the item or by crediting the item to another active account at the Bank. The Bank reserves this right notwithstanding that the deposit may have been processed at its data processing center and/or you were given a receipt for the deposit. The deposit receipt shall not constitute acceptance of funds in such instance and the Bank shall have no liability to the Organization for any checks returned unpaid which are drawn on a closed account even if you attempt to make a deposit to the account.

11. **Banking Day.** "Banking Day" means any business day on which the Bank is open to the public for carrying on substantially all of its banking functions at a majority of its branches located within that state. If we receive an item on a weekend, holiday or after our cut-off hour on a business day, the item is deemed to have been received on our next business day. Our business days and cut-off hours are posted at our branches and ATM cut-off hours are displayed on the ATM deposit screen and are subject to change from time to time in our discretion.

12. **Statements.** Statements for your account, notices, other information or services regarding your account will be mailed, sent electronically or otherwise be made available to you at regular intervals depending on your account type. The statement or account information will be delivered to the postal or electronic address of the primary account owner as reflected in our records. Mailed statements shall be deemed received by you on the earlier of the actual date of receipt or 5 calendar days after the date appearing on the statement. Electronic statements shall be deemed received on the date they are transmitted to the e-mail address you provided. The primary owner shall be responsible for providing copies of statements to any co-owners of the account.

You agree to notify us immediately of any change in your contact information, including postal address, e-mail address and telephone number. The Bank may rely on any instructions purportedly made by you, or on your behalf, to change your contact information without liability. You also agree that if the U.S. Postal Service or one of its agents notifies us of a change in your postal address, we may change your address based on that information. The Bank will have no liability to you for changing your address based on such information, even if such information is in error. If any of your statements or account information is returned to us because of an incorrect postal address or an incorrect, changed or expired e-mail address, we may stop delivering statements or account information until a valid address is provided. If your account remains inactive or is in a dormant status we may elect not to provide further account statements. Any statements or account information that is returned as undelivered will be destroyed after 90 days and subject to applicable fees. Any statements held for you at a branch office will be destroyed after 90 days as subject to applicable fees.

You shall notify the Bank immediately if you do not receive your statement within 10 days of your regular statement date. The Bank will not be liable to you for any damages as a result of; your failure to promptly notify us of a change in your address, your failure to notify us that you did not receive your statement or your failure to make arrangements to receive your statement. You are responsible for the accuracy of your statement whether or not reviewed and it shall be deemed final and correct after 30 days from the statement date.

13. **Forged or Unauthorized Transactions.**

Duty to Safeguard Account. You have a duty to safeguard access to your account (including any credit accounts), account information, checks, signature or facsimile stamps, account access devices and security codes, passwords, or other confidential identification numbers. You shall report any lost or stolen checks and any other unauthorized transaction on your account immediately upon discovery. If you permit any person to have access to any place in which you store your checks, you agree that the failure to keep your checks locked and secure shall constitute negligence and the Bank shall not be responsible for any such checks that are subsequently stolen and forged.

1566

You shall place a stop payment on any lost or stolen check if such item has not been presented for payment. The Bank shall not be responsible for paying any such item had you timely reported or stopped payment on such item.

You agree to keep any account information, security code, password or other confidential identification number used to access your deposit or credit account(s) secure and strictly confidential and to not permit disclosure of such information to any unauthorized person. You agree to immediately notify the Bank if this information has become known to, or been used by, an unauthorized person. You acknowledge that the Bank has

no method to determine whether a transaction conducted with use of a valid account name, account number, and security code was proper and therefore authorize the Bank to complete any transaction involving your deposit or credit account(s) made with the use of such information. You agree to be responsible for any transaction initiated with the use of a valid account name, account number, and security code. The Bank shall have no liability for any loss, claim or damage sustained as a result of the use of the Organization's security code whether such transaction was authorized or not and agree to indemnify and hold harmless the Bank for any such transaction alleged to be unauthorized.

Duty to Review Account Statement. You agree to review your account statement within thirty (30) days from the statement date. Because you are in the best position to discover an unauthorized signature or endorsement, a missing endorsement, any alterations or any counterfeit item, you agree that, without regard to care or lack of care by either you or the Bank, we will not be liable for paying any such item and you will be precluded from any recovery from the Bank if you have not reported in writing an unauthorized signature or endorsement, a missing endorsement, any alterations or any counterfeit item to the Bank within thirty (30) days from the closing date of the earliest statement containing those items. The Bank will also not be liable for any subsequent forgeries on your account committed by the same person if you fail to report the first forgery(s) within thirty (30) days. If you choose not to receive your statements, you remain responsible to review and report any errors within thirty (30) days from the statement date. If you are absent from your account mailing address, you are responsible to make arrangements to have your statements reviewed for errors and timely report them.

Duty of Care. You agree that you shall exercise ordinary care in handling your account. In exercising ordinary care, you shall have the duty to: carefully examine your bank statements for fraudulent or unauthorized transactions and promptly notify the bank of any such transaction; timely reconcile your bank statement with your internal records to detect any other account discrepancies including any missing or diverted deposits; implement security precautions regarding the use and access of your accounts through any access device including checks, drafts, other items, security codes, passwords, or confidential identification numbers; implement security precautions regarding the use and access to any signature or facsimile stamp; conduct background checks of all individuals having access to any checks, drafts, security devices or signature or facsimile stamps; conduct background checks on all individuals who have authority to prepare checks or reconcile bank statements; independently review the work of individuals who are responsible for reconciling bank statements and preparing checks on a monthly basis; and comply with all other duties imposed on the Organization under this Agreement or under any applicable law. Failure of the Organization to exercise ordinary care will constitute negligence and preclude it from asserting against the Bank any unauthorized transaction on its account.

You acknowledge that the Bank processes its checks by automated means and is under no duty to examine each item presented for payment. You acknowledge that the Bank's signature verification procedure applies to all items presented for payment against your account including checks or other withdrawal orders presented directly over the counter at any branch location. You agree that such automated check payment and notification procedure is commercially reasonable. The Bank and Organization, pursuant to applicable law, therefore agree that the Bank shall be deemed to have exercised ordinary care if it adheres to a standard of manual or mechanical examination of a random sampling of items being processed for payment. These items may represent a sampling or selection of items drawn on all accounts, or items which meet certain minimum criteria established by the Bank for manual or mechanical inspection (such as large amounts). The Bank shall be deemed to have acted in good faith and in accordance with reasonable commercial standards in paying any items forged or altered so cleverly (as by unauthorized use of a signature, stamp, facsimile machine or otherwise) that the unauthorized signature, endorsement or alteration could not be detected by a reasonable person.

The Bank's policies and procedures are general internal guidelines that do not establish a higher standard of care for the Bank than is otherwise established by the laws governing your Account. A clerical error or honest mistake will not be considered a failure of the Bank to perform any of its obligations. If the Bank waives any of its rights as to you or your account on one or more occasions, it will not be considered a waiver of the Bank's rights on any other occasion.

Limitation to File Claim. You agree that no legal proceeding or action may be commenced against the Bank to recover any amounts alleged to have been improperly paid out of the account due to any unauthorized signature or endorsement, any alteration or any other fraudulent or unauthorized transaction unless: (i) you have timely provided the written notices as required above, and (ii) such proceeding or action shall have been commenced within one year from the date the first statement containing the unauthorized transaction was made available. As used herein, a proceeding or action is commenced when you file suit in a court of competent jurisdiction, or if the action is subject to arbitration when you give the Bank written notice of such action. Any proceeding or action not brought within one year from the date of the first statement containing the unauthorized transaction is forever barred.

Duty to Cooperate. If you report any unauthorized transaction on your account, you agree to cooperate with the Bank in its investigation of the claim. This includes preparing an affidavit and forgery report containing whatever information the Bank requires concerning the account, the transaction and the circumstances surrounding the loss. You also agree to file a criminal report against any suspected wrongdoer and waive any claims against the Bank if you fail to do so or if you enter into any settlement, compromise or restitution agreement with the wrongdoer without the consent of the Bank. The bank may reverse any credit or reimbursement should you fail to file the criminal report or refuse to testify against the wrongdoer.

Duty of Insurance. You are under a duty to maintain fidelity bond coverage on any individual who has access to your account information, access devices, checks or other items, signature or facsimile stamps and on any individual responsible for reviewing or reconciling bank statements and canceled checks. You agree to pursue all rights under such policy or any other insurance policy you maintain before making a claim against the Bank in connection with any unauthorized banking transaction. You agree to provide the Bank with all reasonable information about your insurance coverage, including the name of the insurance carrier, the policy number, policy limits and applicable deductibles. The Bank's liability, if any, will be reduced by the amount of any insurance proceeds you are entitled to receive. At the Bank's request, you agree to assign your rights under any insurance policy to the Bank.

Limitation of Liability. You agree that the Bank has a reasonable time to investigate the facts and circumstances surrounding any claimed loss and that we have no obligation to provisionally credit your account. The Bank's maximum liability is the lesser of actual damages proved or the amount of the unauthorized withdrawals, reduced by an amount which could have been avoided had you exercised ordinary care. In no event will the Bank be liable for special or consequential damages, including loss of profits and opportunity or for attorneys' fees. The Bank will not be liable for any items that are forged or altered in such a way that such forgery could not be reasonably detected.

1567

14. **Facsimile Signatures.** If you elect to use a signature facsimile machine or stamp, the Bank may pay any item if the item bears a facsimile signature which resembles the appropriate facsimile signature, regardless of how the facsimile signature came to be placed on the item. The Bank

may pay such items even if the facsimile signatures were placed on the items without the Organization's authority. The Bank may pay such items regardless of the persons to whom they are drawn or paid. You assume full responsibility for all payments made by the Bank over any facsimile signature resembling an appropriate specimen facsimile signature. As used in this paragraph, the phrase "facsimile signature" refers to any method used by the Organization to authenticate an item other than a manual signature of a natural person's name made by that person. The phrase includes (but is not limited to) the use of signature stamps or plates, computer generated symbols and signatures produced by digital or other electronic means.

15. **Right of Setoff.** The Organization hereby assigns and grants to the Bank a security interest in all of its accounts as security for its obligations to the Bank existing now or in the future. The Bank also has the right of setoff as to any monies on deposit with the Bank in all accounts of the Organization as recognized by law and as described herein.

The Bank reserves the right of setoff against any of the Organization's accounts, including lines of credit, without prior notice to the Organization to repay any debt or obligation owed to the Bank by the Organization or any principal, endorser or guarantor. If the Organization's account is a partnership account, each partner agrees that we may exercise our right of setoff against the partnership account to satisfy not only the obligations of the partnership, but also the individual obligations of any partner. Debts subject to our right of setoff may include those owed by the Organization from another account in which the Organization is a co-owner even though the debt may not have been directly incurred by the Organization, as well as debts for which the Organization is only secondarily liable. Our right of setoff also applies: (i) when we cash a third party check which is returned to us unpaid for any reason or is counterfeit; (ii) to cover overdrafts created in any account held by the Organization or in which the Organization has an interest whether or not the Organization consented to the overdraft or is otherwise responsible for it; (iii) to recover service charges or fees owed by the Organization or any owner of the Organization's account; and (iv) to reimburse the Bank for any costs or expenses in enforcing its rights, including, without limitation, reasonable attorneys' fees and the costs of litigation to the extent permitted by law. We may exercise our right of setoff even if the withdrawal results in an early withdrawal penalty or the dishonor of subsequent checks. The Organization agrees that the Bank will not be responsible for dishonoring items presented against the Organization's account when the exercise of our right of setoff results in insufficient funds in the Organization's account to cover the items. Our right of setoff can follow the proceeds to any other account held at the Bank.

Failure of the Bank to exercise its right of setoff as provided herein on any occasion when the right arises does not affect the Bank's right to exercise its right of setoff at a later time for the same occurrence or for any subsequent occurrence. The security interest granted by this Agreement is consensual and is in addition to the Bank's right of setoff.

16. **Stale Items.** The Bank is not obligated to pay items drawn on any account which are presented more than six (6) months after their date; however, if the Bank does in its discretion pay any such items, it may charge the Organization's account for such items.

17. **Postdated Items.** The Bank is authorized to disregard the date which appears on an item submitted for payment from the Organization's account. The Bank is not bound by notice of a postdated item given by the Organization. The Bank shall not be responsible for paying the item and debiting your account prior to the date on the item, regardless of whether or not the Bank has received notice of the postdated item from the Organization. If the Bank re-credits your account after paying a postdated check, you agree to transfer to the Bank all of its rights against the payee or other holder of the check, and to assist the Bank in any legal action taken against that party.

18. **Incomplete or Conditional Items.** The Bank may pay or refuse to pay any item which is incomplete or, where, by its terms, payment is conditional and the condition has not been satisfied. For example, we may pay or refuse to pay a check which says "void after 30 days" even though the check is presented more than thirty (30) days after its date. The Bank has adopted automated collection and payment procedures for processing items. These automated procedures rely primarily on information encoded onto each item in magnetic ink. You agree that in paying or taking a check for collection, the Bank may disregard all information on the check other than the signature of the drawer, the endorsement, identification of the drawee bank and payee, the amount and any information on the magnetic ink character recognition line.

19. **Non-Sufficient Funds.** A NSF/Overdraft is created when an account has insufficient funds to cover a check, withdrawal, automatic transfer, electronic transaction (e.g., ACH, ATM or point-of-sale purchase) or any other electronic purchase, payment, check or debit presented against an account for payment. If an account is linked to a credit line, the NSF/Overdraft will be paid subject to the terms of the applicable credit agreement and an NSF/Overdraft fee will not be charged unless the credit limit has been exceeded. For all other NSF/Overdrafts, the Bank has implemented both an automated and manual system of review to determine whether to pay or return the NSF/Overdraft. Any NSF/Overdraft not covered by Overdraft Protection will be subject to NSF/Overdraft fees and other charges may be described in the Business Services Pricing Guide whether paid or returned. If you have multiple NSF/Overdrafts on a given day, we may honor any one or more and return the others in any order. More than one NSF/Overdraft fee can be charged against your account per day on these occasions.

The Organization will not be notified prior to incurring an NSF/Overdraft. You, however, are in the best position to ensure that your account has sufficient funds to cover any check or other debit by maintaining an accurate and current record of the Organization's deposits and withdrawals. In addition, account balances may be confirmed through any BB&T ATM, BB&T® Phone24, BB&T OnLine® or by contacting any branch prior to initiating any debit transaction. Because payment of an NSF/Overdraft will create a debt owed to the Bank, if you do not wish to have your account subject to NSF/Overdraft review (and, therefore, have all NSF/Overdrafts returned unpaid), the local branch may be contacted to discontinue this service.

Should the Bank pay an NSF/Overdraft that is not covered by a credit line, upon receipt of notice, you agree to immediately repay the Bank or deposit into your account sufficient funds to cover the NSF/Overdraft and all related fees. You agree and acknowledge that NSF/Overdraft fees are designed to compensate the Bank for its costs in processing an NSF/Overdraft, to discourage NSF/Overdrafts, to provide a profit, and to compensate the Bank for its risk in electing, at its discretion, to pay certain NSF/Overdrafts. You further agree that such NSF/Overdraft fees do not constitute a penalty. If you fail to reimburse the Bank for any NSF/Overdrafts and related fees, the Bank will be entitled to recover the expenses it incurs in collecting the NSF/Overdraft and any related charges including, without limitation, attorney's fees and legal costs. The payment of one or more NSF/Overdrafts does not obligate the Bank to honor or pay future NSF/Overdrafts, and you should not rely upon the Bank to honor or pay any NSF/Overdraft. The Bank may deduct funds from your other accounts to cover any NSF/Overdraft and any related fees.

1568

20. **Uncollected Funds Charge.** The Organization may be assessed an Uncollected Funds Charge at any time that the amount of collected funds in its account less any reserve requirements and any loan compensating balances results in a negative balance. When determining the balance of collected funds in your account, the Bank will determine and assign a collection period to each item deposited in the account. Uncollected

Funds Charges are hereby agreed to by the Organization and are not a penalty. Such charges are subject to change from time to time at the discretion of the Bank.

21. **Legal Process Against an Account.** The Bank has the right to comply with any tax levy or garnishment request from the Internal Revenue Service, any State department of revenue or any other governmental agency. The Bank may honor such levy or garnishment requests to the extent that the Bank itself has no claim to the money. The Bank may freeze any account until such time as it is instructed to release the levy or garnishment or until the Bank remits or is ordered to remit the funds to the appropriate agency or department.

    The Bank is also authorized, upon receipt of any notice of lien, process in attachment, garnishment, execution or other proceeding relating to the Organization or its account, to withhold payments of as much of the balance in your account(s) as may be the subject of such notice or process and to pay such amount to the court, creditor or other party in accordance with applicable state or federal law. The Bank may also, in its discretion, place a hold on your account(s) for a reasonable period of time to permit the parties or the Bank an opportunity to file any additional legal proceedings or to informally resolve the action involving the account(s). You understand and agree that the Bank will not be liable for dishonoring checks, drafts or other items because of insufficient funds in your account due to a hold placed on the account or resulting from service charges, setoffs, levies, garnishments, lien claims, or other legal process. If the Bank incurs any expense, including, without limitation, administrative costs, reasonable attorneys' fees or any costs of litigation in responding to any legal proceeding relating to you or your account that is not otherwise reimbursed, the Bank may charge such expenses to your account without prior notice. If there are insufficient funds in your account to reimburse us fully, you will be liable for the balance. Any legal actions against your account(s) are subject to the Bank's security interest and right of setoff. All funds held in a partnership account can be used to satisfy any legal process against the partnership's account notwithstanding any claim or assertion of actual ownership of the funds in the account.

22. **Disputes Concerning an Account.** If we have been notified, or we reasonably believe there is a legitimate dispute among any parties who have or claim an interest in your account, including the Bank, we may, at our discretion: (i) continue to rely on the signature cards, resolutions, and other account documents in our possession; (ii) freeze all or any portion of the funds we deem appropriate until the dispute is resolved; (iii) pay the funds into an appropriate court of law or equity for resolution; (iv) honor the competing claim upon receipt of evidence we deem satisfactory to justify such claim; or (v) close the account and pay any proceeds to: (a) all who have or claim an interest in the account, or (b) the account owner(s) as indicated in our records. In addition, we may, at our option, commence a lawsuit to determine the ownership of your account.

    The Bank's right to freeze or place a hold on your account includes prohibiting any type of withdrawal or transfer from the account and/or preventing any deposits or credits from being made to the account. The Bank's right to freeze or place a hold on your account shall also apply if the Bank, in good faith, believes: (i) it has a claim against the Organization or the funds in the account or something has occurred or is reasonably expected to occur which will result in the Bank having a claim or dispute against the Organization or the funds in the account; or (ii) that placing a hold on the account will best protect the interest of any one of the depositors or signers on the account; or (iii) placing a hold on the account would protect the Bank from any claims regarding disposition of the funds in the account. You further agree that, as a result of a hold placed on an account, the Bank shall have no liability based on any item which is returned unpaid, causes the account to go into overdraft status, results in any item being declared an NSF/Overdraft or causes any other loss or damage to the Organization.

23. **Delayed Return of Item.** The Bank shall not be liable to the Organization because an item deposited into an account is returned after the time set by applicable law if the delay in returning the item is caused by markings on the item in the space reserved for the depository bank's endorsement whether made by the Organization or a prior endorser. Similarly, you will be liable to the Bank for any loss or expense, including, without limitation, reasonable attorneys' fees, it incurs because it is unable to properly return an item drawn on your account within the time set by applicable law where the delay in properly returning the item is caused by markings on the item in the space reserved for the depository bank's endorsement.

24. **Responsibility for Bank's Expenses.** You agree to be liable to the Bank for any loss, costs or expenses, including, without limitation, reasonable attorneys' fees, the costs of litigation, and the costs to prepare or respond to subpoenas, depositions, child support enforcement matters, or other discovery that the Bank incurs as a result of any dispute involving your account, and you authorize the Bank to deduct any such loss, costs or expenses from its account without prior notice. This obligation includes disputes between the Organization and the Bank and situations where the Bank becomes involved in a dispute between the Organization and an authorized signer or a third party claiming an interest in the account. It also includes situations where the Organization, an authorized signer or a third party take action with respect to the account that causes the Bank, in good faith, to seek the advice of counsel, whether or not the Bank actually becomes involved in the dispute.

25. **Items Payable Jointly.** If an item is drawn so that it is unclear whether one payee's endorsement or two is required, only one endorsement will be required and the Bank shall not be liable for any loss incurred by the maker as a result of there being only one endorsement.

26. **Authorization of Transfers.** You authorize the Bank to make transfers of funds to or from any deposit or credit account upon instruction of any individual using a correct account name, account number, and security code or other type of confidential identification number, and whether given orally, by telephone, in person, in writing, through ATMs, point-of-sale terminals, or any other method. Any such transfers may also be governed by separate agreement with the Bank pertaining to such services. You acknowledge that the Bank has no method to determine whether a transaction conducted with the use of a valid account name, account number and security code was proper and therefore authorize the Bank to complete any such transaction.

27. **Dual Signatures/Special Purpose Accounts.** Signature cards, banking resolutions, or other documents may contain language that requires two or more signatures for items drawn on the account or indication that the account is established for a special purpose. Not withstanding any such language, or any prior understanding between the Bank and the Organization, you agree that any such provision or prior understanding is solely for internal control purposes. As long as an item bears at least one authorized signature, the Bank will not be liable if we pay an item which does not have any additional signature(s), or which is not used for the special purpose indicated.

1569

28. **Preauthorized Demand Drafts.** A preauthorized demand is a type of bank draft used by telemarketers and sales representatives who sell goods and services through the telephone, mail or other electronic means. Drafts are used to obtain funds from your account without you issuing a check or getting your signature on the draft. In lieu of a signature, a legend such as "Payment Authorized" or "No Signature Required" may appear on the draft. If you give a telemarketer or any other party information about your account, your account number, or other magnetic ink character recognition (MICR) data, and this information is thereafter used to debit your account, you authorize the Bank to pay such items. You agree to accept responsibility and liability for the amount of any drafts debited from your account. You may cancel this authorization only by giving a valid and timely stop payment order to the Bank in accordance with the terms of this agreement.

29. Arbitration. **IT IS IMPORTANT THAT YOU READ THIS ARBITRATION PROVISION CAREFULLY. IT PROVIDES THAT YOU MAY BE REQUIRED TO SETTLE A CLAIM OR DISPUTE THROUGH ARBITRATION, EVEN IF YOU PREFER TO LITIGATE SUCH CLAIMS IN COURT. YOU ARE WAIVING RIGHTS YOU MAY HAVE TO LITIGATE THE CLAIMS IN A COURT OR BEFORE A JURY. YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, CLASS ACTION ARBITRATION OR OTHER REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIMS. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ANY PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION LOSS OF PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Any claim or dispute ("Claim") by either you or us against the other arising from or relating in any way to your account, this Commercial Bank Services Agreement or any transaction conducted at the Bank or any of its affiliates, will, at the election of either you or us, be resolved by binding arbitration. This arbitration provision governs all claims, whether such claims are based on law, statute, contract, regulation, ordinance, tort, common law, constitutional provision, or any other legal theory and whether such claim seeks as remedies money damages, penalties, injunctions or declaratory or equitable relief. Claims subject to this arbitration provision include Claims regarding the applicability of this provision or the validity of this or any prior Commercial Bank Services Agreement. As used in this provision, the term "Claim" is to be given the broadest possible meaning, and includes claims that arose in the past or arise in the present or future. If a party elects to arbitrate a Claim, the arbitration will be conducted as an individual action. This means that even if a class action lawsuit or other representative action, such as those in the form of a private attorney general action, is filed, any Claim related to the issues of such lawsuits will be subject to arbitration if you or we so elect. Claims subject to arbitration also include Claims that are made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise. The party filing for arbitration must choose one of the following arbitration administrators: American Arbitration Association, National Arbitration Forum or a mutually agreed upon arbitrator. Arbitration will be conducted under the rules of the selected administrator by an impartial third-party arbitrator. Any arbitration shall be conducted in the city where the account was opened, the city of the Bank's main office, or a location mutually agreed upon by the parties.

The arbitrator will either be a lawyer with at least ten years' experience in banking, a retired or former judge or a law school professor with an expertise in banking law. The arbitrator will be selected in accordance with rules of the selected administrator. The arbitrator will apply the substantive law of the state where the Bank's main office is located. The parties may choose to be represented by an attorney. The arbitration will be conducted under the applicable procedures and rules of the administrator that were in effect on the date the request for arbitration is filed. Certain rights that you would have if you went to court such as discovery or the right of appeal may not be available in arbitration or may be more limited. The arbitrator's decision will be final and binding. If there is a conflict between the rules and procedures of the administrator and any term in this provision, the terms of this provision shall prevail. You or we may bring an action including a summary or expedited motion to compel arbitration of any Claim, or to stay the litigation of any Claims pending in any court. Such action may be brought at any time. The failure to initiate or request arbitration at the beginning of a dispute or claim shall not be considered a waiver of the right to arbitration.

At your request, we will advance any reasonable arbitration filing fee, or administrative and hearing fees that you are required to pay up to $500. We will reimburse you for the initial fee if you paid it and you fully prevail on your claim. All other fees will be allocated pursuant to the rules of the administrator. The arbitrator may award any fees, cost, and expenses including attorneys' fees, as permitted by the administrator's rules. You may obtain copies of the current rules of each administrator, including information about arbitration, fees, and instructions for initiating arbitration by contacting the administrators. American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017. Phone: 800-778-7879. Web site: www.adr.org. National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405. Phone: 800-474-2371. Web site: www.arbitration-forum.com.

You and the Bank each agree that in this relationship, You and the Bank are participating in transactions involving interstate commerce which shall be governed by the provisions of the Federal Arbitration Act, Title 9 of the United States Code. This Arbitration Provision shall survive termination or closure of your Accounts at the Bank. If any portion of this provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this provision or Agreement.

30. **Point Of Sale Transactions/Holds On Funds.** If you use your ATM Card or Check Card to purchase goods and services, including Internet purchases (point-of-sale transactions), you authorize us to debit your deposit account, and you agree that your authorization may result in an immediate withdrawal from the account, even though the transaction may not actually be posted to that account until a later date. The merchant may submit a pre-authorization for the transaction to us which is either accepted or declined by us. The pre-authorization amount may be the transaction amount estimated by the merchant, which may be more or less than the final transaction amount authorized by you. Restaurants, hotels and motels, car rental agencies, and gas stations regularly submit estimated transactions to us on our depositor's accounts. We cannot determine in advance whether a pre-authorization amount will exceed the amount of the final transaction amount authorized by you; however, because we are obligated to pay the pre-authorization amount submitted by the merchant if we accept it, the available balance in your primary deposit account will be reduced by the amount of the pre-authorization submitted by the merchant (a "hold") even if the final settlement transaction has not yet been received or processed by us. This hold, which may be more or less than the final transaction amount, may affect the availability of funds in your account to authorize and pay checks and electronic transactions. As a result, checks or electronic transactions may be declined, dishonored, or not paid which can result in NSF fees and/or other charges against your account. We are not responsible if we do not authorize or pay electronic fund transfers, or if we dishonor checks drawn on your checking account while such a hold is placed on your account. By conducting point of sale transactions, you authorize us to rely on preauthorized amounts submitted by merchants electronically or otherwise, to place such a hold or holds on your account, and to determine the balance available to pay checks and/or authorize other electronic transfers from your account. Your account will be debited when the settlement transaction corresponding with the preauthorized amount has cleared through us, or the hold on your account will be released in three (3) business days, whichever first occurs. Additionally, you should know that a merchant may reverse the pre-authorization at your request, and/or extend or modify the amount of the pre-authorization in certain circumstances, such as an extended hotel stay. If an extension or modification is submitted by a merchant, the hold on your account will be extended or modified. No cash refunds will be made to you by the Bank on ATM Card/Check Card purchases. Any claim or dispute regarding goods or services purchased with your ATM Card/Check Card or pre-authorizations submitted by merchants must be directed to the merchant or other business establishment at which you made the purchase. The amount of the credit, if any, will be reflected on your periodic account statement. You may not stop payment on ATM Card/Check Card purchases.

1570

C. RULES APPLICABLE TO CERTAIN ACCOUNTS

The Bank reserves the right to require seven (7) days' prior written notice of withdrawal from any type of interest bearing account.

LAW GOVERNING YOUR ACCOUNT. Your account is governed by the terms of this Agreement, the laws and regulations of the United States and to the extent applicable, the laws of the state in which the branch office where you opened your account is located. If you did not open your account in person at a branch office, but through the mail, by phone, or over the internet and you reside, or maintain a residence, in a state where the Bank operates a branch office, your account will be governed by the terms of this Agreement, the laws and regulations of the United States and to the extent applicable, the laws of the state where the branch office is located. If you do not reside, or maintain a residence, in a state where the Bank operates a branch office and you opened your account through the mail, by phone, or over the internet, your account will be governed by the terms of this Agreement, the laws and regulations of the United States and to the extent applicable, the laws of the state of North Carolina. These conflicts of law provisions are to apply without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction. The Bank and You agree that any lawsuits, claims or other proceedings arising from or relating to your account or this Agreement, including without limitation, the enforcement of the Arbitration provision, shall be subject to the exclusive jurisdiction of the courts of the state whose law governs your account without regard to any conflicting choice of law rules. The Bank and You further agree that venue shall lie in the same state as the law governing your account, exclusive of any other state.

1. CHECKING SUB-ACCOUNTS

Both interest bearing and non-interest bearing business checking accounts may consist of two sub-accounts. One sub-account is a transaction account ("Checking Sub-Account"). The other sub-account is a time deposit account ("Time Deposit Sub-Account"). These sub-accounts are treated as a single account for purposes of certain record keeping, fees, minimum balances, and for paying items presented against the account. The periodic account statement of account activity and the record of the account at any ATM will reflect this account as a single account and will not reflect the sub-accounts in any way. You may only access its Time Deposit Sub-Account through transactions on the Checking Sub-Account.

If the Organization has an interest bearing Checking Sub-Account, interest will accrue on the Combined Collected balance less reserve requirements on deposit in both the Checking Sub-Account and the Time Deposit Sub-Account at the rate established for the applicable checking account. If you have a non-interest bearing Checking Sub-Account, no interest will accrue on the Time Deposit Sub-Account.

Funds on deposit in the Time Deposit Sub-Account will be maximized during each monthly statement cycle by automatic transfers from the related Checking Sub-Account. To accomplish this, funds on deposit in the Checking Sub-Account in excess of a Target Balance, as established by the Bank from time to time, will be automatically transferred by the Bank to the Time Deposit Sub-Account. These transfers will be made until such time during each monthly statement cycle that a total of six (6) transfers have been made from the Time Deposit Sub-Account back to the Checking Sub-Account to cover checks presented for payment, other debits made from the Checking Sub-Account, or to maintain the Target Balance. Following the sixth transfer from the Time Deposit Sub-Account to the Checking Sub-Account, no further transfers will be made from the Checking Sub-Account to the Time Deposit Sub-Account until the beginning of the next monthly statement cycle.

At any time that checks presented and debits made against the Checking Sub-Account during the monthly statement cycle exceed the available balance in the Checking Sub-Account, a transfer from the Time Deposit Sub-Account to the Checking Sub-Account will automatically be made by the Bank in an amount sufficient to pay the check(s) presented or debits made and to bring the balance of the Checking Sub-Account back to the Target Balance. Upon the sixth such transfer from the Time Deposit Sub-Account to the Checking Sub-Account during any monthly statement cycle, the entire balance remaining in the Time Deposit Sub-Account shall be transferred to the Checking Sub-Account. At the conclusion of each monthly statement cycle, all funds on deposit in the Checking Sub-Account in excess of the Target Balance will be automatically transferred to the Time Deposit Sub-Account and the procedure for transfers between sub-accounts will begin anew.

2. NON-INTEREST BEARING CHECKING ACCOUNTS

The Bank offers several non-interest bearing business checking accounts, each with different qualifiers as set forth in the Business Services Pricing Guide.

3. INTEREST BEARING CHECKING ACCOUNTS

Limited Offering. With limited exceptions, the Bank's interest bearing Banking checking accounts are only availbale to sole proprietors and non-profit organizations.

Transfers and Withdrawals. The Organization may make transfers or withdrawals to or from these accounts in any amount, at any time and by any means acceptable to the Bank, with no limitation on the number of transfers, including third party transfers.

Compounding and Crediting of Interest. The Bank will begin to accrue interest on items deposited in an interest bearing transaction account no later than the first Banking Day on which the Bank receives credit for such items. (For IOLTA accounts only, interest is not compounded but it is credited to a separate legal services account.) If the account is closed before interest is credited, the Organization will not receive the accrued interest.

Balance Calculation. Interest is calculated on the full amount of the collected balance less reserve requirements in the account each day. (For IOLTA accounts only, interest is calculated on the full amount of the average monthly collected balance less reserve requirements.) The daily balance method is used to calculate the interest in these accounts. Under this method, a daily periodic rate of interest is applied to the principal in the account each day.

Variable Interest Rate. All interest bearing business checking accounts are variable rate accounts. The Bank, at its discretion, may change the interest rate on the account at any time. Interest may be calculated on certain interest bearing business checking accounts based upon a tiered rate schedule where different rates may apply according to the balance maintained in the account.

1571

4. SAVINGS ACCOUNTS

Compounding and Crediting of Interest. Interest begins to accrue no later than the first Banking Day the Bank receives credit for the deposit of non-cash items. Interest is compounded daily and credited on the last day of the statement cycle. If you close your account before interest is credited, you will not receive the accrued interest.

Balance Calculation. Interest is on the full amount of the collected balance, less reserve requirements, in the account each day. The daily balance method is used to calculate the interest in these accounts. Under this method, a daily periodic rate of interest is applied to the collected balance, less reserve requirements, in the account each day.

Variable Rate Accounts. Except as otherwise provided, interest bearing accounts will be variable rate accounts. The interest rate may change at any time and in our sole discretion. For interest bearing checking accounts, you are permitted to make transfers or withdrawals to or from the account in any amount and at any time subject to the bank's right to require seven (7) days written notice prior to withdrawal of all or part of the funds on deposit.

Limitations on Withdrawals and Transfers.

The Organization may make unlimited withdrawals from an account if made in person, by messenger, by mail or at an ATM.

The Organization may make unlimited transfers between accounts if made in person, by messenger, by mail or at an ATM.

The Organization may make unlimited preauthorized or automatic transfers to make payments on loans obtained from the Bank.

Other than those described above, the Organization may make no more than six (6) transfers or withdrawals during any statement cycle to another deposit account or to a third party by means of either a preauthorized, automatic or telephonic transfer or by telephonic agreement (which includes BB&T Business OnLine® and Phone24), and *no more than three (3) of the six (6) transfers may be made by check, draft, debit card (sole proprietorships only), ATM point-of-sale (sole proprietorship only), or similar order made by the Organization and payable to third parties.* If the limited transfers or withdrawals exceed the allowed number during any statement cycle, your account may be closed or converted to a non-interest bearing account as required by law.

D. CERTIFICATES OF DEPOSIT

GENERAL APPLICABILITY. The terms, conditions and disclosures set forth in this section apply to all Certificates of Deposit, whether they are represented by a written certificate or are Book Entry Certificates of Deposit (collectively, "Certificates of Deposit"), unless it is indicated that they are applicable to specific types of Certificates of Deposit only, or where the terms and conditions set forth herein are superseded by terms and conditions set forth on the Certificate of Deposit or receipt therefor or in some other written contract entered into at the time of the deposit.

Definitions. For purpose of this section, "term" shall apply to the number of days or months for which the Organization agrees to have funds remain on deposit at the Bank; "maturity" or "renewal" and "renewal date" refer to the last day of the term of the Certificate of Deposit.

Interest Rate. All Certificates of Deposit pay a fixed rate of interest for the term of the Certificate.

Compounding and Crediting. Interest on all Certificates of Deposit begins to accrue no later than the first Banking Day the Bank receives credit for the deposit of non-cash items (for example, checks), i.e., interest is paid on collected balances, interest on all Certificates of Deposit is calculated on simple interest and credited to principal annually on the anniversary date of the Certificate unless the Certificate has a term of less than a year, in which event interest is credited to principal at renewal.

Balance Computation. The Bank calculates interest on the full amount of the collected balance in the account each day. The Bank uses the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.

Renewal Policy. All Certificates of Deposit automatically renew at maturity upon the same terms and conditions as set forth for the original Certificate except for the interest rate and except for any terms and conditions that may have been modified by the Bank, prior to renewal, notice of which has been given to the Organization in accordance with this Agreement. If the Certificate of Deposit has a term of less than 32 days, you may change the term of the Certificate of Deposit on the renewal date. If the Certificate of Deposit has a term of 32 days or more, you may change the term of a Certificate of Deposit by notice to the Bank during the ten (10) day period beginning the day after the renewal date and including the next nine (9) calendar days. Thereafter, the Certificate of Deposit will automatically renew for the modified term, unless modified again. Changes in the principal amount of the Certificate of Deposit are subject to the restrictions set forth below. Modifications will be reflected on the renewal notice. Certificates of Deposit of any term shall be automatically renewed at the current interest rate designated by the Bank at the time of renewal for Certificates of like type, term, and amount.

Additional Deposits and Partial Withdrawals. In most cases no additional deposits or partial withdrawals of principal are allowed during the term of a Certificate of Deposit. Additional deposits may be accepted and partial withdrawals of principal and interest are allowed at renewal subject to the following restrictions:

Certificates of Deposit with a term of less than thirty-two (32) days:

Additional deposits or partial withdrawals of principal and interest may be made on the renewal date. If the renewal date should fall on a weekend or Bank holiday for purposes of additional deposits and partial withdrawals, the renewal date will be considered the next business day. (For purposes of renewal, the new term begins on the actual renewal date, not the next business day.)

Certificates of Deposit with a term of thirty-two (32) days or more:

Additional deposits and partial withdrawals of principal and interest may be made for ten (10) calendar days beginning on the renewal date and including the next nine (9) calendar days.

Minimum Balance. Partial withdrawals of principal and interest may be made at maturity or renewal, provided that the balance remaining in the account after the partial withdrawal satisfies the Bank's minimum deposit requirements for the Certificate of Deposit.

Redemption. The following restrictions apply to the redemption of a Certificate of Deposit without penalty and the payment of interest after maturity.

Automatically Renewable Certificates of Deposit with a term of less than thirty-two (32) days: Redemption without penalty may be made on the renewal date only. If not redeemed or modified on the renewal date, the Certificate of Deposit shall accrue interest at the current rate for Certificates of Deposit of the same term, type, and amount.

1572

Automatically Renewable Certificates of Deposit with a term of thirty-two (32) days or more: Redemption without penalty may be made for ten (10) calendar days beginning on the renewal date and including the next nine (9) calendar days. If the Certificate of Deposit is redeemed within ten (10) calendar days (including the renewal date), interest will be accrued and paid at the current rate for Certificates of Deposit of the same term, type, and amount through the date of redemption. If not redeemed or modified within ten (10) calendar days (including the renewal date), interest shall accrue at the current rate for Certificates of Deposit of the same term, type, and amount.

Withdrawal of Interest. Interest that has been credited to the account may be withdrawn during the term it was paid.

Withdrawal of Principal Prior to Maturity. The Organization may make, with the Bank's consent, a withdrawal of all of the principal [illegible]

tificate of Deposit prior to its renewal date. Any withdrawal of a time deposit prior to maturity is subject to a substantial penalty in accordance with the following schedule.

For Certificates of Deposit with a term of twelve (12) months or less, the penalty shall be an amount equal to one month's simple interest.

For Certificates of Deposit with a term greater than twelve (12) months, the penalty shall be an amount equal to six months' simple interest.

NOTE: Additional penalties may be set forth on the Certificate or on the Certificate of Deposit Receipt, if a Book Entry Certificate of Deposit. If the amount of the penalty exceeds the actual interest accrued for the term, whether paid or unpaid, the penalty shall be withheld from the principal of the deposit.

E. AVAILABILITY OF DEPOSITS

Bank's General Withdrawal Policy. This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third parties (whether by check, point-of-sale transaction, debit card, ACH or preauthorized transfer), and an unlimited number of telephonic and prearranged automatic transfers to other accounts of the Organization with the Bank.

The Bank's general policy is to make funds from cash and check deposits to transaction accounts available on the first Banking Day after the day the Bank receives the deposit. Funds from electronic direct deposits to an account will be available on the day the Bank receives the deposit. Once the funds are available, the Organization can withdraw the funds in cash, and the Bank will use the funds to pay checks that the Organization has written.

BRANCH DEPOSITS For determining the availability of your deposits made at BB&T branches, every day is a business day, except Saturdays, Sundays and federal holidays. For all states except Kentucky and Indiana, if you make a deposit before two o'clock on a business day that we are open, we will consider that the day of your deposit. In Kentucky and Indiana, a deposit made before four o'clock on Monday through Thursday and before five o'clock on Friday will be considered the day of deposit. Any deposits made after these two times, as otherwise posted or on a day we are not open, will be considered made on the next day we are open.

ATM DEPOSITS For determining the availability of your deposits made at BB&T 24 ATMs, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit before two o'clock on a business day, we will consider that the day of your deposit. ATM deposits made after four o'clock will be considered to be deposited on the next business day. For any ATM deposits made between two o'clock and four o'clock, the current day will generally be considered the date of your deposit, although the deposit may be delayed until the following business day in some cases. You should consult your transaction receipt for the exact posting date of any ATM deposit.

Longer Delays May Apply.

Case By Case Holds. In some cases, the Bank will not make all of the funds that are deposited by check available on the first Banking Day after the day of the deposit. Depending on the type of check that the Organization deposits, funds may not be available until the fifth Banking Day after the day of your deposit. However, in either event the first $100 of the deposit will be available on the first Banking Day after the day of the deposit.

If the Bank is not going to make all of the funds from a deposit available on the first Banking Day following the deposit, we will notify you at the time you make the deposit. The Bank also will tell you when the funds will be available. If the deposit is not made directly to one of the Bank's employees, or if the Bank decides to take this action after you have left the premises, we will mail you a notice no later than the day after we receive the deposit. If you need the funds from a deposit right away, you should ask when the funds will be available.

Safeguard Exception Holds. In addition, withdrawal of funds deposited by check may be delayed for a longer period under one or more of the following circumstances:

The Bank believes a check deposited will not be paid.

Checks deposited by the Organization total more than $5,000 on any one day.

A check is redeposited that has been returned unpaid.

The Organization has overdrawn its account repeatedly in the preceding six (6) months.

There is an emergency, such as failure of communications or computer equipment.

The Bank will notify you if we delay your ability to withdraw funds for any of these reasons, and will tell you when the funds will be available. Funds subject to safeguard exception holds generally will be available no later than the eleventh Banking Day after the day of the deposit.

Separate Deposit Requirements. Funds from the deposit of state and local government checks, cashier's, certified, teller's or official checks may be available on the first business day following the day of your deposit if the following two requirements are met: You must notify the teller at the time of deposit that you are requesting next day availability for these types of checks; and these checks are listed and included on a separate deposit slip from any other items you deposit at that time. If you do not request next day availability or fail to segregate your checks on a separate deposit slip, the Bank may process the checks under our general funds availability policy. If you will need the funds from a deposit right away, you should ask when the funds will be available.

Special Rules for New Accounts. If the Organization is a new customer of the Bank, the following special rules may apply during the first thirty (30) days the account is open.

Funds from electronic direct deposits to the account will be available on the day the Bank receives the deposit. Funds from deposits of cash, wire transfers, and the first $5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state, and local government checks, U.S. Treasury checks, U.S. Postal Service Money Orders, and checks drawn on Federal Reserve Banks and Federal Home Loan Banks will be available on the first Banking Day after the day of the deposit if the deposit meets certain conditions. For example, these checks (other than U.S. Treasury checks) must be deposited in an account held by the Payee and must be deposited in person to an employee of the Bank. If the Organization's deposit of these checks (other than U.S. Treasury checks) is not made in person to one of the Bank's employees, the first $5,000 may not be available until the second Banking Day after the day of the deposit. The excess over $5,000 will be available by the ninth Banking Day after the day of the deposit. Proceeds of a U.S. Treasury check which are deposited in an account held by the Payee will be available on the first Banking Day after the day of your deposit even if not deposited in person to one of our employees.

1573

Funds from all other check deposits generally will be available on the first Banking Day after the day of your deposit unless they are held by the Bank as a case by case hold or as a safeguard exception hold as set forth above.

Notice of Non-Payment. If the Bank receives a returned check or notice of non-payment of an item deposited to your account, we will send notice of the facts by midnight of the Banking Day on which we received the returned check or notice, or within a longer reasonable time.

Funds Deposited at Affiliated Banks. This availability policy only applies to funds deposited at locations in the same state where the account was originally opened. Please inquire for information about the availability of funds deposited at other locations.

F. BACKUP WITHHOLDING & TAXPAYER IDENTIFICATION

Federal Law requires that a payor of interest (e.g., the Bank) withhold a statutory amount of interest payments (this is referred to as backup withholding) if the Organization, as payee (unless exempt):

Fails to furnish the Bank a Taxpayer Identification Number, or

The Internal Revenue Service notifies the Bank that the Organization furnished an incorrect Taxpayer Identification Number, or

The Organization or the Bank is notified by the Internal Revenue Service that the Organization is subject to backup withholding because it failed to report all of its interest and dividends on its tax return in a previous year, or

For any interest paying account that the Organization opened after December 31, 1983, it failed to certify that it is not subject to backup withholding or it fails to certify that the Taxpayer Identification Number that it furnished the Bank is correct.

If a correct Taxpayer Identification Number is not furnished at the time an account is opened, backup withholding will commence immediately. For those account holders who do not have a Taxpayer Identification Number assigned to them, IRS regulations allow a sixty (60) day grace period for obtaining their Taxpayer Identification Numbers if the proper form requesting such grace period is completed. (Please refer to the area headed **TAXPAYER IDENTIFICATION NUMBER** for instructions for obtaining a Taxpayer Identification Number.)

While the account is in an "awaiting Taxpayer Identification Number" status, backup withholding will occur. After sixty (60) days, if a certified Taxpayer Identification Number is not furnished, the account may be closed. If the Organization furnishes the Bank a correct Taxpayer Identification Number within sixty (60) days of the day it opened the account, and prior to year end, any amount withheld for backup withholding during the current tax year will be refunded to the Organization upon request.

Also, certain Internal Revenue Service penalties may apply if the Organization's Taxpayer Identification Number is not provided.

TAXPAYER IDENTIFICATION NUMBER

For sole proprietorships, the Taxpayer Identification Number may be either a Social Security number or an Employer Identification Number. If a sole proprietor is a resident or nonresident alien, and is ineligible for a Social Security number, the Taxpayer Identification Number may be either an IRS "Individual Taxpayer Identification Number" (ITIN) or an Employer Identification Number (EIN). For corporations, estates, organizations, clubs and trusts the Taxpayer Identification Number is their Employer Identification Number. If the Organization does not have a Taxpayer Identification Number, obtain Form SS-5, Application for a Social Security Card (for individuals), from the local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from the local IRS office, or Form W-7, Application for IRA Individual Taxpayer Identification Number (for sole proprietors who are resident or nonresident aliens). In addition, sole proprietors who are resident or nonresident aliens must also furnish a passport, or some other government document to verify identity.

What Name and Number to Give the Requester

For this type of Account	**Give the name and Social Security/ITIN/EIN number of:**
1.Sole proprietorship	The owner's SSN or ITIN if no employees The company's EIN if it has employees
2.A valid trust, estate, or pension trust	Legal entity
3.Corporate	The corporation
4.Association, club, religious, charitable, educational, other tax-exempt organization	The organization
5.Partnership	The partnership
6.A broker or registered nominee	The broker or nominee
7.Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

EXEMPT PAYEES. If the Organization is exempt from backup withholding and information reporting, it must complete a certification to that effect provided by the Bank. It must also provide the Bank with its Taxpayer Identification Number to be considered exempt.

The following lists payees that are exempt from backup withholding and information reporting. For interest and dividends, all listed payees are exempt except item (9). For broker transactions, payees listed in (1) through (13) and a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker are exempt. Payments subject to reporting under sections 6041 and 6041A are generally exempt from backup withholding only if made to payees described in items (1) through (7), except that a corporation that provides medical and health care services or bills and collects payments from such services is not exempt from backup withholding or information reporting. Only payees described in items (2) through (6) are exempt from backup withholding for barter exchange transactions, patronage dividends, and payments by certain fishing boat operators.

1574

1. A corporation
2. An organization exempt from tax under section 501(a), or an individual retirement plan (IRA), or a custodial account under 403(b)(7)
3. The United States or an agency or instrumentality thereof
4. A state, the District of Columbia, a possession of the United States, or any political subdivision or instrumentality thereof

6. An international organization or any agency or instrumentality thereof
7. A foreign central bank of issue
8. A dealer in securities or commodities required to register in the U.S. or a possession of the U.S.
9. A futures commission merchant registered with the Commodity Futures Trading Commission
10. A real estate investment trust
11. An entity registered at all times during the tax year under the Investment Company Act of 1940
12. A common trust fund operated by a bank under section 584(a)
13. A financial institution
14. A middleman known in the investment community as a nominee or listed in the most recent publication of the American Society of Corporate Secretaries, Inc. Nominee List
15. A trust exempt from tax under section 664 or described in section 4947

Payments that are not subject to information reporting are also not subject to backup withholding. For details, see sections 6041, 6041(a), 6042, 6044, 6045, 6049, 6050A, and 605ON of the Internal Revenue Code, and the Treasury Regulations under such sections.

FOREIGN ENTITIES. The Organization will be exempt from backup withholding if it is a foreign entity and has completed a Form W-8. This certification must be made every three (3) calendar years. Every Organization must be able to certify exemption as a foreign entity to exempt the account from backup withholding because of foreign status.

PRIVACY ACT NOTICE. Section 6109 of the Internal Revenue Code requires most recipients of dividends, interest, or other payments to give Taxpayer Identification Numbers to payors who must report payments to the Internal Revenue Service. The Internal Revenue Service uses the numbers for identification purposes and to verify the accuracy of your tax return. Payors must be given numbers whether or not recipients are required to file tax returns.

PENALTIES

FAILURE TO FURNISH TAXPAYER IDENTIFICATION NUMBER. If the Organization fails to furnish its correct Taxpayer Identification Number (TIN) to the Bank, the Organization may be subject to a penalty of $50 for each such failure unless such failure is due to reasonable cause and not to willful neglect. If the Organization fails to furnish a TIN, the Bank may refuse to open an account for it. The Bank may close an account which was opened for the Organization without a TIN if it fails to subsequently provide a TIN.

CIVIL PENALTY FOR FALSE INFORMATION WITH RESPECT TO WITHHOLDING. If the Organization makes a false statement with no reasonable basis that results in no imposition of backup withholding, it may be subject to a penalty of $500.

CRIMINAL PENALTY FOR FALSIFYING INFORMATION. Willfully falsifying certifications or affirmations may subject the Organization to criminal penalties including fines and/or imprisonment.

MISUSE OF TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

G. BANK SECRECY ACT

The Bank Secrecy Act and its implementing regulation requires a bank to maintain records and/or report certain transactions to federal government agencies. The act and regulation have been amended periodically and focus on issues such as anti-money laundering and anti-terrorist financing.

IMPORTANT INFORMATION ABOUT OPENING A NEW ACCOUNT. To help the govern-ment fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

REPORTING CERTAIN ACTIVITIES. Banks are required to file a report called a Currency Transaction Report (CTR) with the Internal Revenue Service whenever it has currency transactions that exceed $10,000 in one business day. This includes both single and multiple transactions, transactions to or from or on behalf of any one individual or other entity, or in or out of any one account, and exchanges of currency. Banks are also required to file other reports with the U.S. Treasury Department when a transaction is conducted or attempted by, at, or through a bank, involves or aggregates at least $5,000 in funds or other assets, and the bank knows, suspects, or has reason to suspect that: (a) the transaction involves funds derived from illegal activities or is intended or conducted in order to hide or disguise funds or assets derived from illegal activities (including, without limitation, the ownership, nature, source, location, or control of such funds or assets) as part of a plan to violate or evade any federal law or regulation or to avoid any transaction reporting requirement under federal law or regulation; (b) the transaction is designed to evade any requirements of this part or of any other regulations promulgated under the Bank Secrecy Act; or (c) the transaction has no business or apparent lawful purpose or is not the sort in which the particular customer would normally be expected to engage, and the bank knows of no reasonable explanation for the transaction after examining the available facts, including the background and possible purpose of the transaction.

Banks are also required to maintain a record of: (i) sales of certain negotiable instruments such as cashier's checks, money orders, traveler's checks and other similar instruments when the amount of cash involved is $3,000 to $10,000 inclusive; and (ii) funds transfers of $3,000 or greater. These records must be made available to the U.S. Treasury Department upon request.

Other crimes under the Bank Secrecy Act are: (i) causing or attempting to cause a financial institution to fail to file a currency transaction report; (ii) causing or attempting to cause a financial institution to file an inaccurate report; and (iii) structuring or attempting to structure large transactions with financial institutions into several smaller transactions in an attempt to avoid reporting. Financial institutions, financial institution employees, and individuals may all be subject to prosecution for evading the reporting requirements. There are both civil and criminal penalties associated with violations of these regulations that may carry significant monetary fines and imprisonment. The Organization agrees to assist the Bank in gathering information to meet Bank Secrecy Act requirements.

1575

An Organization, however, may be eligible for a qualified exemption from some or all of the Bank Secrecy Act reporting requirements. To qualify for such exemption, the Organization agrees to cooperate with the Bank in collecting the necessary information to meet the exemption certification requirements.

Blank

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 46

Affidavit of Hunt

C/A No.: 4:14-cv-04352-BHH-TER

USDC Exhibit # 2 PM 1:27

State Court Exhibit # 46

Affidavit of Hunt

BBT vs CB Hunt, et al: CASE NO: 2013-CP-26-2528

Exhibit # 46

Affidavit of Hunt–submitted to the USDC in lawsuit # 3 on 3/6/2013[1]

FILED
HORRY COUNTY
2014 JUL 15 PM 3:50
MELANIE HUGGINS-WARD
CLERK OF COURT

[1] BBT did not object to this affidavit. BBT did not appeal the final order of the USDC at exhibit # 43. The order of the USDC at exhibit # 43 is the law of the case. This matter can not be relitigated and requires affirmance. T*ransp. Ins. Co. & Flagstar Corp. v. S.C. Second Injury Fund,* 389 S.C. 422, 431, 699 S.E.2d 687, 691-692 (2010); *Judy v. Martin,* 381 S.C. 455, 458, 674 S.E.2d 151, 153 (2009) and Floyd v. Floyd, 365 S.C. 56, 615 S.E.2d 465, 473-478 (S.C.App. 2005).

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

2013 MAR -6 PM 2:54

CINDY B. HUNT,

Plaintiff,

vs.

Branch Banking & Trust Company,

Defendant

c/a: 4:12-cv-02216-MGL-TER

This affidavit is supported by all pleadings at c/a 4:09-cv-2151-JMC-TER and appeal; all pleadings at c/a 4:11-cv-00870-MGL-TER; all pleadings at c/a 4:12-cv-02216-MGL-TER.

AFFIDAVIT OF CINDY B. HUNT

PERSONALLY APPEARED BEFORE ME, Cindy B. Hunt, who after being duly sworn and deposed, states as follows:

1. The matters contained herein are based upon my personal knowledge.

2. I am an attorney licensed in the State of South Carolina.

3. For the Record: Before filing Doc. # 105-1 in c/a 4:09-cv-2151-JMC-TER the Plaintiff sent an email to Licata in 1/2011 offering to settle this matter. The response from the Defendants was that the only thing that the Plaintiff was going to get was a Rule 11 violation.

4. On or about May 19, 2008 (during FDIC proceeding) I closed three accounts at BB&T: savings, "POD trust" and IOLTA. I was the trustee/fiduciary of record for two of these accounts: "POD trust" and IOLTA. I was forced to close these accounts because of suspected identity theft where I am required to avoid even the appearance of impropriety. I paid a monthly fee for the associated POD account benefits.

5. Defendant to pay the face value of the Coastal Banker Gold benefits and inconvenience in relocating accounts. (See Doc. # 2-10: $160,000 plus)

6. Settlement to other victims to include but is not limited to Davis, Sherman, Allen and SC Bar foundation. These parties may be brought in through the Tying and RICO statutes at c/a 4:11-cv-00870-MGL-TER.

1580

7. The Plaintiff has been unable to sit for the Patent Bar exam because of the constant and continuing threat of a Rule 11 violation. (See attached PTO Bar Exam application at page 2 paragraphs 15-22 and USC 2009 Transcript for the School of Electrical Engineering[1] and prior to going to law school the Plaintiff was employed as an aerospace engineer for 10 years helping to put man on the moon).

   a. Line 7 (wages, salaries, tips, etc.) of the Plaintiff's 1040 US Individual Income Tax Return for tax years 2008, 2009, 2010 and 2011 is zero dollars for income. The Plaintiff has not completed the 2012 return yet but it will also be zero dollars. The Plaintiff has not worked since this matter got started in 1/2008. The Plaintiff requests loss of future income where the Plaintiff just turned 56 yoa with a life expectancy as per SC Code 19-1-150 of 27.41 years. The average Patent Attorney annual salary as of 2008 was $287,000.00 x 27.41 = $7,866,670.00, plus of loss future income.

8. Actual and compensatory damages, disgorgement of profits and restitution damages; Legal interest, Prejudgment interest, Post Judgment interest.

9. Statutory damages, consequential damages, general damages, special damages, actual damages and punitive (to include fines avoided) damages with legal, prejudgment and post judgment interest.

10. Constructive and Resulting trusts with tracing with legal, prejudgment and post judgment interest.

11. Damages for mental anguish and emotional distress with legal, prejudgment and post judgment interest; and repair credit record at CRA (See attached Experian CRA report)

12. Defendant to pay to the Plaintiff all monies paid on the current mortgage[2] with legal interest, prejudgment and post judgment interest and punitive damages. (to date about $90,000.)

13. Mark mortgage title paid in full.

14. Defendant to pay to the Plaintiff the amount of the 2006 CD with legal, prejudgment and post judgment interest. (See Doc. # 2-9)

15. Defendant to pay to the Plaintiff the setoff monies with legal prejudgment, pre and post judgment interest. (See Doc. #s 2-5 and 3-16)

16. Defendant to pay to the Plaintiff the life amount of monies deposited in the regular checking account, savings account and POD trust with legal prejudgment, pre and post judgment interest. (See paragraph 19 at Doc. # 1-1: deposits about $1 million plus. Need discovery.)

17. Defendant to pay to the Plaintiff the life amount of monies deposited in IOLTA account with legal prejudgment, pre and post judgment interest. (Deposits about $3 million plus. Need discovery.)

18. Defendant to pay to the Plaintiff the original loan amount of all of the Plaintiff's authorized loans with legal, prejudgment and post judgment interest. (See Doc. # 2-10)[3]

---

[1] Judge Rogers should check his phone records for a call to his office from the Plaintiff re the withdrawal of the Plaintiff's then attorney in c/a 4:09-cv-2151-JMC-TER in late October/ early November of 2009 where I stated that I was an electrical engineering student at USC preparing to sit for the Patent Bar and could attend the hearing in Florence only within the limits of my class schedule where mid-term exams were approaching. Also, see the Plaintiff's enclosed transcript from USC for the Fall of 2009.

[2] The Defendant sold the Plaintiff's mortgages to Fannie Mae/Freddie Mack.

[3] This customer profile is missing some loans. I would need discovery to complete the list.

19. Defendant to pay to the Plaintiff the original loan amount of all of the unauthorized loans in the Plaintiff customer profile, including the Davis mortgage with legal, prejudgment and post judgment interest. (See Doc. # 14-2 thru 15-7)[4]

20. Defendant to pay all costs and expenses, including all attorney fees (past, present and future) to include the Plaintiff, an attorney, and other attorneys pursuant to SC Ann. 62-7-1001(b); SC Ann. 62-7-1004; unclean hands (unauthorized practice of law (two accounts), aiding and abetting the unauthorized practice of law (two accounts)), etc. for this entire matter including the FDIC proceeding. (See affidavit at Doc. # 4-1 and this affidavit)[5]

21. Defendant to pay all costs and expenses, including all attorney fees (past, present and future) to include the Plaintiff, an attorney, and other attorneys for this entire matter including the FDIC proceeding. (See affidavit at Doc. # 4-1 and this affidavit)[6]

22. The attorney fees prior to 2/10/2011 were $1,328,000 where the Plaintiff has already paid $8,000.00 of these fees. (See affidavit at Doc. # 4-1)

23. Attorney fees since February 10, 2011: The Plaintiff, an attorney, since 2/2011 has incurred the following attorney fees in this matter involving her IOLTA:

    a. Work done by the Plaintiff herself in this matter involving her IOLTA has billed $1,337,500.00 as follows $250.00 per hour x 50 hours week x 107 weeks.

24. The total attorney fees at this writing are: $2,665,500.00.

25. And see relief sought at c/a 4:09-cv-2151-JMC-TER at Doc. # 105-1; c/a 4:11-cv-00870-MGL-TER at Doc. # 9; and c/a 4:12-cv-02216-MGL-TER.

Cindy B. Hunt

Signature: Cindy B. Hunt

Sworn to and subscribed before me this
6th Day of March 2013

Shawndra Williams

Notary Public State of South Carolina
My Commission expires ~~My Commission Expires~~
August 2, 2020

[4] Without Discovery I have no way of knowing if there are more people. Need Discovery
[5] Costs and fees: $3405.00 ($1305 (filing fees) + $2100 (service of process, postage and copies))
[6] Costs and fees: $3405.00 ($1305 (filing fees) + $2100 (service of process, postage and copies))

1582

UNIVERSITY OF SOUTH CAROLINA

OFFICE OF THE UNIVERSITY REGISTRAR • COLUMBIA, SC 29208-0001

FICE: 3448
CEEB: 5818
ACT : 3880

FAX (803) 777-6349

STUDENT NAME:

CINDY B HUNT

STUDENT NUMBER: BIRTH DATE:

USC-00-5778 01/16

ACADEMIC TRANSCRIPT

This transcript is printed on special security paper with a garnet background, the seal of the University of South Carolina at Columbia and the signature of the University Registrar, Barbara Rogers Blaney. This is an official sealed instrument, a raised seal is not required. The student is in good academic standing unless otherwise noted.

University Registrar

CONTROL NO: 923417 DATE ISSUED: 12/21/2009

1583

*** ISSUED TO STUDENT IN A SEALED ENVELOPE ***

UNDERGRADUATE RECORD (CONT.)

COURSE TITLE	DEPT	CRSE	GRD	HC	HE	GH	GP	GPA
SPRING 1979 SCIENCE & MATH								
SESSION DATES 01/10/1979 - 05/12/1979								
VOCABULARY AND SEMANTICS	ENGL	452	A	3.0	3.0	3.0	12.00	
ORD DIFF EQUATIONS	MATH	520	B	3.0	3.0	3.0	9.00	
MODERN GEOMETRY	MATH	532	C+	3.0	3.0	3.0	7.50	
WOMEN IN SOCIETY	UNIV	112M	A	3.0	3.0	3.0	12.00	
SEMESTER TOTALS:				12.0	12.0	12.0	40.50	3.375
SUMMER I 2009 ENGINEERING&COMPUTING								
SESSION DATES 06/01/2009 - 06/30/2009								
ESSENTIALS OF PHYSICS I	PHYS	211	B+	3.0	3.0	3.0	10.50	
ESSENTIALS PHYSICS I LAB	PHYS	211L	A	1.0	1.0	1.0	4.00	
SEMESTER TOTALS:				4.0	4.0	4.0	14.50	3.625
SUMMER II 2009 ENGINEERING&COMPUTING								
SESSION DATES 07/07/2009 - 08/05/2009								
ESSENTIALS OF PHYSICS II	PHYS	212	B+	3.0	3.0	3.0	10.50	
ESSENTIALS PHYS II LAB	PHYS	212L	A	1.0	1.0	1.0	4.00	
SEMESTER TOTALS:				4.0	4.0	4.0	14.50	3.625
FALL 2009 ENGINEERING&COMPUTING								
SESSION DATES 08/20/2009 - 12/04/2009								
STATICS	ECIV	200	A	3.0	3.0	3.0	12.00	
ELECTRICAL SCIENCE	ELCT	102	B	3.0	3.0	3.0	9.00	
CIRCUITS	ELCT	221	B+	3.0	3.0	3.0	10.50	
SEMESTER TOTALS:				9.0	9.0	9.0	31.50	3.500

UNDERGRADUATE TOTALS	HC	HE	GH	GP	GPA
CUMULATIVE U.S.C.	140.00	140.00	137.00	388.50	2.836

*** END OF UNDERGRADUATE RECORD ***

*** SEE GRADUATE RECORD ***

*** SEE LAW RECORD ***

IN ACCORDANCE WITH USC 438 (6) (4) (B) (THE FAMILY EDUCATIONAL RIGHTS

OMB No. 0651-0012 Approval Expires 06/30/2010

PTO-158 (Rev. January 23,2008) United States Patent and Trademark Office

APPLICATION FOR REGISTRATION TO PRACTICE BEFORE THE UNITED STATES PATENT AND TRADEMARK OFFICE

THIS SPACE FOR UNITED STATES PATENT AND TRADEMARK OFFICE USE ONLY

r the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it ays a valid OMB control number. This collection of information is required by 37 CFR Sections 11.5 through 11.11 information is used by the public to register to practice before the United States Patent and Trademark Office PTO) and by the USPTO to determine the eligibility of the applicant to register to practice before the USPTO. information on this form will be treated confidentially to the extent allowed under the Privacy Act and the dom of Information Act (FOIA). Response to this information collection is voluntary; however, if you do not provide equested information, the USPTO may not admit you to the registration examination or register you to practice before JSPTO. This form is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the mation on the application to the USPTO. Any comments on the amount of time you require to complete this form or suggestions for reducing this burden, should be sent to the Chief Information Officer, United States Patent and demark Office. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS.
ID TO: Mail Stop OED, United States Patent and Trademark Office, PO Box 1450, Alexandria, VA 22313-1450

Legal Name	First Name	Middle Name	Last Name	☐ Reasonable Accommodations Request Attached
Name shown on id Government ID				
ADDRESS	Employer, corporation, law firm, U. S. Government agency. Indicate if student or unemployed			
ADDRESS eet, building, e, etc)				
CITY	1e) STATE	1f) ZIP CODE	1g) DAYTIME Area Code & Phone Number	

CITIZENSHIP (country)	3. DATE OF BIRTH (month, day, year)	4. PLACE OF BIRTH (City, State, Country)

OR ALIENS NLY →	5. VISA CLASSIFICATION	6. PERMANENT RESIDENT OF THE UNITED STATES ☐ YES ☐ NO Attach copy of both sides of documentation of permanent residence	7. ALIEN REGISTRATION NUMBER

ou are required to update the foregoing information promptly upon any change. Select and check all the following that apply. pplicants should carefully review the General Requirements Bulletin for detailed instructions on completing this application.

a. **Application Fee: (Please refer to the General Requirements Bulletin and 37 CFR § 11.7)**

☐ Enclosed is the non-refundable $40.00 application fee set forth in 37 CFR § 1.21(a)(1)(i).

OR

☐ Enclosed is the $1,600.00 fee set forth in 37 CFR § 1.21(a)(10).

b. **Registration Examination Fee:**

☐ I will utilize a commercial test administration service. Enclosed is the Government registration examination fee of $200.00 for test administration by a commercial entity. [37 CFR § 1.21 (a)(1)(ii)(A)]

☐ I request USPTO test administration. Enclosed is the Government registration examination fee of $450.00 for test administration by the USPTO. [37 CFR § 1.21(a)(1)(ii)(B)]

9. **Waiver of Examination:** I am a former USPTO employee and satisfy the requirements of:

☐ 37 CFR 11.7(d)(1). Enclosed is the applicable fee under either 37 CFR § 1.21(a)(1)(i) **OR** 37 CFR § 1.21(a)(10)

☐ 37 CFR 11.7(d)(2). Enclosed is the applicable fee under either 37 CFR § 1.21(a)(1)(i) **OR** 37 CFR § 1.21(a)(10)

☐ 37 CFR 11.7(d)(3). Enclosed is the applicable fee under either 37 CFR § 1.21(a)(1)(i) **OR** 37 CFR § 1.21(a)(10)

10. ☐ **Passed Examination:** I passed an examination on _____. Enclosed is the required registration fee of $100.00 [37 CFR § 1.21(a)(2)] and a completed data sheet.

11. ☐ **Reinstatement:** I am applying for reinstatement, or as a former government employee, for a change from inactive to active status. Enclosed is any required fee under 37 CFR § 1.21.

12. ☐ I previously applied for admission to the registration examination or requested the Office of Enrollment and Discipline to evaluate my scientific and technical qualifications.
Date of Previous Application:_____ Name on Application, if different:_____

13. ☐ I was previously registered to practice in patent cases before the United States Patent and Trademark Office as an attorney or agent. If "YES", my Registration No. is _____

14. ☐ **BAR MEMBERSHIP.** I am a member in good standing of the bar of the highest court of a State or Territory of the United States. A list of all said courts and corresponding bar membership number(s) follows: _____

1584

BACKGROUND INFORMATION: Candor and truthfulness are significant elements of fitness relevant to practice before the United States Patent and Trademark Office. You should, therefore, provide the Office of Enrollment and Discipline with all available information, however unfavorable, even if its relevance is in doubt, with regard to the questions asked below. For each question answered "YES," provide a detailed statement setting forth all relevant facts and dates along with verified copies of relevant documents. **Your responses must be updated as necessary, prior to your registration.** Any documents, evidence or proofs previously filed in a prior application need not be resubmitted unless your response to a question must be changed. **Failure to disclose the requested information may result in denial of registration or in disciplinary proceedings under 37 CFR § 10.22 should you become registered.**

☐ YES ☐ NO **15.** Have any charges ever been preferred against you in connection with your practice before any Federal or State court, or municipal bureau, commission, office or agency of any kind or character?

☐ YES ☐ NO **16.** Have you ever been arrested, charged, or held by Federal, State or other law enforcement authorities for any violation of any Federal or State law, or any county or municipal law, regulation or ordinance? (Do not include any misdemeanor before your 16th birthday or traffic violations for which the fine was $100 or less.)

☐ YES ☐ NO **17.** Have you ever been disciplined, reprimanded, suspended, expelled or asked to resign or withdraw from any educational institution, or have you resigned or withdrawn from any such institution in time to avoid discipline, reprimand, suspension, expulsion or request to resign for conduct involving dishonesty, fraud, misrepresentation, or deceit?

☐ YES ☐ NO **18.** Have you ever been disciplined, reprimanded, or suspended in any job for conduct involving dishonesty, fraud, misrepresentation, deceit, or any violation of Federal or State laws or regulations?

☐ YES ☐ NO **19.** Have you ever been fired or discharged from any job, or have been asked to resign or quit for conduct involving dishonesty, fraud, misrepresentation, deceit, or any violation of Federal or State laws or regulations?

☐ YES ☐ NO **20.** Have you ever resigned or quit a job when you were under investigation or inquiry for conduct which could have been considered as involving dishonesty, fraud, misrepresentation, deceit, or violation of Federal or State laws or regulations, or after receiving notice or been advised of possible investigation, inquiry, or disciplinary action for such conduct?

☐ YES ☐ NO **21.** Have you ever been discharged from military service under conditions "other than honorable," or by reason of the sentence of a Court Martial or being dropped from the rolls?

☐ YES ☐ NO **22.** Are you delinquent on any State or Federal debt? (Include delinquencies arising from Federal or State taxes, loans, overpayment of benefits, and other debts to the U.S. Government and defaults on Federally guaranteed or insured loans such as student and home mortgage loans.)

3. EDUCATION: List all degrees conferred in the blocks below. Attach to this application any required documentation to complete your application for registration. Refer to the General Requirements Bulletin. If you applied previously for an exam, please see the General Requirements Bulletin section titled "REAPPLYING TO TAKE THE EXAMINATION " for what you must submit.

Degree Received as indicated on Transcript	College	Date Received	Major Subject as indicated on Transcript

pon the basis of the foregoing information and any attached documents, I hereby apply for registration to practice in patent ases before the United States Patent and Trademark Office. I certify that each and every statement or representation in his application is true and correct. *(A willfully false statement or certification is a criminal offense and is punishable by law 8 U.S.C. § 1001].)*

nature of Applicant

Date 1585

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Credit Summary

ection gives you a broad look at your current and past credit status. Here you'll find the total number of open and closed accounts in your name the total ce on those accounts, and delinquencies.

	Experian	Equifax	TransUnion
Real Estate			
Delinquent Account(s)	Count 3		
	Balance $137,166.00		
	Current 0		
	Delinquent 1		
	Other 2		
Revolving			
Current Account(s)	Count 12		
	Balance $931.00		
	Current 10		
	Delinquent 0		
	Other 2		
Installments			
Current Account(s)	Count 5		
	Balance $0.00		
	Current 5		
	Delinquent 0		
	Other 0		
Other			
	Count 0		
	Balance $0.00		
	Current 0		
	Delinquent 0		
	Other 0		
Collections			
Current Account(s)	Count 1		
	Balance $54.00		
	Current 0		
	Delinquent 0		
	Other 0		

What's missing from this picture?

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	Experian	Equifax	TransUnion
All Accounts			
Delinquent Account(s)	Count 21		
	Balance $138,151.00		
	Current 15		
	Delinquent 1		
	Other 4		

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1586

CLOSED,PROSE

U.S. District Court
District of South Carolina (Florence)
CIVIL DOCKET FOR CASE #: 4:09-cv-02151-JMC

Hunt v. Branch Banking and Trust Company et al
Assigned to: Honorable J Michelle Childs
related Case: 4:11-cv-00870-MGL
Case in other court: 4CCA, 11-02388
Cause: 28:1331 Fed. Question: Breach of Contract

Date Filed: 08/13/2009
Date Terminated: 03/23/2011
Jury Demand: Both
Nature of Suit: 430 Banks and Banking
Jurisdiction: Federal Question

Plaintiff

Cindy B Hunt

represented by **Cindy B Hunt**
195 D Willow Green Drive
Conway, SC 29526
843-347-7230
PRO SE

Laura Puccia Valtorta
903 Calhoun Street
Columbia, SC 29201
803-771-0828
Fax: 803-765-9261
Email: laurapv@aol.com
TERMINATED: 09/21/2010
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

V.

Defendant

Branch Banking and Trust Company

represented by **Steven Barry Licata**
PO Box 23407
Columbia, SC 29224
803-699-6550
Fax: 803-699-9858
Email: slicata@sc.rr.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

1587

Danny Fogle represented by **Steven Barry Licata**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Cathy Lambert represented by **Steven Barry Licata**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Judy Teal represented by **Steven Barry Licata**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Kaci Sansbury represented by **Steven Barry Licata**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Mark Booz represented by **Steven Barry Licata**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

David Craven

Date Filed	#	Docket Text
08/13/2009	1	COMPLAINT against Branch Banking and Trust Company, Danny Fogle, Cathy Lambert, Judy Teal, Kaci Sansbury (Filing fee $ 350 receipt number 04200000000002244706.), filed by Cindy B Hunt.(prou,) (Entered: 08/14/2009)
08/13/2009	2	Local Rule 26.01 Answers to Interrogatories with jury demand by Cindy B Hunt.(prou,) (Entered: 08/14/2009)
08/14/2009	4	Summons Issued as to Branch Banking and Trust Company, Danny Fogle, Cathy Lambert, Judy Teal, Kaci Sansbury. (prou,) (Entered: 08/14/2009)

1588

08/31/2009	5	AMENDED COMPLAINT against Branch Banking and Trust Company, Danny Fogle, Cathy Lambert, Kaci Sansbury, Judy Teal, filed by Cindy B Hunt. (Valtorta, Laura) Modified on 9/1/2009 to delete Summons (prou,). (Entered: 08/31/2009)
09/01/2009	7	Summons Issued as to Mark Booz. (prou,) (Entered: 09/01/2009)
09/09/2009	9	WAIVER OF SERVICE by Cindy B Hunt. (Attachments: # 1 Addendum waiver of service executed by Danny Fogle)(Valtorta, Laura) Modified on 9/14/2009; modified filing date to that of original filing: 9/9/2009 (prou,). (Entered: 09/14/2009)
09/14/2009	10	DELETION OF ENTRY NUMBER 8 Reason: Document not signed by attorney who electronically filed it. Corrected Filing Document Number 9 . Modified filing date to that of original filing: 9/9/2009. (prou,) (Entered: 09/14/2009)
09/29/2009	11	WAIVER OF SERVICE by Branch Banking and Trust Company. Branch Banking and Trust Company waiver executed on 9/1/2009, answer due 11/2/2009. (Licata, Steven) (Entered: 09/29/2009)
09/29/2009	12	WAIVER OF SERVICE by Danny Fogle. Danny Fogle waiver executed on 9/1/2009, answer due 11/2/2009. (Licata, Steven) (Entered: 09/29/2009)
09/29/2009	13	WAIVER OF SERVICE by Cathy Lambert. Cathy Lambert waiver executed on 9/1/2009, answer due 11/2/2009. (Licata, Steven) (Entered: 09/29/2009)
09/29/2009	14	WAIVER OF SERVICE by Judy Teal. Judy Teal waiver executed on 9/1/2009, answer due 11/2/2009. (Licata, Steven) (Entered: 09/29/2009)
09/29/2009	15	WAIVER OF SERVICE by Mark Booz. Mark Booz waiver executed on 9/1/2009, answer due 11/2/2009. (Licata, Steven) (Entered: 09/29/2009)
09/29/2009	16	WAIVER OF SERVICE by Kaci Sansbury. Kaci Sansbury waiver executed on 9/1/2009, answer due 11/2/2009. (Licata, Steven) (Entered: 09/29/2009)
09/29/2009	17	NOTICE of Appearance by Steven Barry Licata on behalf of Mark Booz, Branch Banking and Trust Company, Danny Fogle, Cathy Lambert, Kaci Sansbury, Judy Teal (Licata, Steven) (Entered: 09/29/2009)
10/26/2009	18	MOTION to Withdraw as Attorney by Laura Valtorta. Response to Motion due by 11/13/2009 No proposed order(Valtorta, Laura) (Entered: 10/26/2009)
10/26/2009	19	ORDER REFERRING CASE to Magistrate Judge Thomas E Rogers, III FOR FULL PRE TRIAL, NON DISPOSITIVE MOTIONS. Signed by Honorable Terry L Wooten on 10/26/2009. Motions referred to Thomas E Rogers, III.(prou,) (Entered: 10/26/2009)
10/27/2009	20	MOTION to Dismiss by Mark Booz, Branch Banking and Trust Company, Danny Fogle, Cathy Lambert, Kaci Sansbury, Judy Teal. Response to

		Motion due by 11/16/2009 (Attachments: # 1 Memo in Support, # 2 Affidavit of Mark L. Booz)No proposed order(Licata, Steven) Modified on 10/28/2009 to remove attachment and file separately as document #21 (prou,). (Entered: 10/27/2009)
10/27/2009	21	Local Rule 26.01 Answers to Interrogatories with jury demand by Mark Booz, Branch Banking and Trust Company, Danny Fogle, Cathy Lambert, Kaci Sansbury, Judy Teal. Modified on 10/28/2009 to correct event type.(prou,) (Entered: 10/28/2009)
10/30/2009	22	NOTICE of Hearing on Motion 18 MOTION to Withdraw as Attorney : Motion Hearing set for 11/16/2009 10:30 AM in Florence #3, McMillan Federal Bldg., 401 W. Evans St., Florence before Magistrate Judge Thomas E Rogers III. Plaintiff's counsel MUST notify Plaintiff of this hearing and that Plaintiff's attendance is required at the hearing. (prou,) (Entered: 10/30/2009)
11/03/2009	23	MOTION for Extension of Time to File Response/Reply as to 20 MOTION to Dismiss by Cindy B Hunt. Response to Motion due by 11/23/2009 No proposed orderMotions referred to Thomas E Rogers, III.(Valtorta, Laura) (Entered: 11/03/2009)
11/10/2009	24	Withdrawal of Motions: 18 MOTION to Withdraw as Attorney.. (Valtorta, Laura) (Entered: 11/10/2009)
11/11/2009	25	RESPONSE in Opposition re 23 MOTION for Extension of Time to File Response/Reply as to 20 MOTION to Dismiss Response filed by Mark Booz, Branch Banking and Trust Company, Danny Fogle, Cathy Lambert, Kaci Sansbury, Judy Teal.Reply to Response to Motion due by 11/23/2009 (Licata, Steven) (Entered: 11/11/2009)
11/12/2009	27	NOTICE of Cancellation of Hearing: 18 Motion to Withdraw as Attorney Hearing, 11/16/2009 10:30 AM HAS BEEN CANCELLED. (prou,) (Entered: 11/12/2009)
11/14/2009	28	REPLY to Response to Motion re 20 MOTION to Dismiss, 23 MOTION for Extension of Time to File Response/Reply to entry number 25; asking for extension until 11/24/09 to respond to motion to dismiss Response filed by Cindy B Hunt. (Valtorta, Laura) Modified on 11/16/2009 to remove duplicative text (prou,). (Entered: 11/14/2009)
11/16/2009	29	TEXT ORDER granting 23 Motion for Extension of Time to File Response/Reply as to 20 MOTION to Dismiss. Response to Motion due by 11/24/2009. Signed by Magistrate Judge Thomas E Rogers, III on 11/16/2009.(prou,) (Entered: 11/16/2009)
11/18/2009	30	RESPONSE in Opposition re 20 MOTION to Dismiss Response filed by Cindy B Hunt.Reply to Response to Motion due by 11/30/2009 (Attachments: # 1 Exhibit Letter from Mark Booz to FDIC, # 2 Affidavit

1590

		Affidavit of Costella Hunt Davis)(Valtorta, Laura) (Entered: 11/18/2009)
11/20/2009	31	MOTION to Amend/Correct 5 Amended Complaint *with second amended complaint* by Cindy B Hunt. Response to Motion due by 12/8/2009 (Attachments: # 1 proposed amended complaint)No proposed orderMotions referred to Thomas E Rogers, III.(Valtorta, Laura) (Entered: 11/20/2009)
11/25/2009	32	REPLY to Response to Motion re 20 MOTION to Dismiss Response filed by Mark Booz, Branch Banking and Trust Company, Danny Fogle, Cathy Lambert, Kaci Sansbury, Judy Teal. (Licata, Steven) (Entered: 11/25/2009)
12/08/2009	33	RESPONSE in Opposition re 31 MOTION to Amend/Correct 5 Amended Complaint with second amended complaint. Response filed by Mark Booz, Branch Banking and Trust Company, Danny Fogle, Cathy Lambert, Kaci Sansbury, Judy Teal. Reply to Response to Motion due by 12/18/2009 (Licata, Steven) Modified on 12/9/2009 to remove duplicative text (prou,). (Entered: 12/08/2009)
12/18/2009	34	REPLY to Response to Motion re 31 MOTION to Amend/Correct 5 Amended Complaint *with second amended complaint* Response filed by Cindy B Hunt. (Valtorta, Laura) Modified on 12/21/2009 to remove duplicative text (prou,). (Entered: 12/18/2009)
02/18/2010	35	MOTION for Sanctions *under FRCP 56(g)* by Cindy B Hunt. Response to Motion due by 3/8/2010 (Attachments: # 1 Affidavit of Mark Booz, # 2 Exhibit - Letter dated May 15, 2008, # 3 Exhibit - Letter dated April 11, 2008)No proposed orderMotions referred to Thomas E Rogers, III.(Valtorta, Laura) Modified on 2/19/2010 to add descriptions to exhibits (prou,). (Entered: 02/18/2010)
03/02/2010	36	RESPONSE in Opposition re 35 MOTION for Sanctions *under FRCP 56(g)*. Response filed by Mark Booz, Branch Banking and Trust Company, Danny Fogle, Cathy Lambert, Kaci Sansbury, Judy Teal. Reply to Response to Motion due by 3/12/2010 (Licata, Steven) Modified on 3/3/2010 to remove duplicative text (prou,). (Entered: 03/02/2010)
05/07/2010	37	ORDER granting in part and denying in part 31 Motion to Amend/Correct Signed by Magistrate Judge Thomas E Rogers, III on 5/7/2010.(prou,) (Entered: 05/10/2010)
05/20/2010	38	AMENDED COMPLAINT *2nd amended complaint linked to order entry number 37* against All Defendants, filed by Cindy B Hunt. (Valtorta, Laura) (Entered: 05/20/2010)
05/21/2010	40	Summons Issued as to David Craven. (prou,) (Entered: 05/21/2010)
05/29/2010	41	MOTION to Dismiss *Second Amended Complaint* by Mark Booz, Branch Banking and Trust Company, Danny Fogle, Cathy Lambert, Kaci Sansbury, Judy Teal. Response to Motion due by 6/17/2010 (Attachments: # 1 Memo in Support)No proposed order(Licata, Steven) (Entered: 05/29/2010)

1591

06/01/2010	42	MOTION for Extension of Time to File Response/Reply as to 41 MOTION to Dismiss *Second Amended Complaint* by Cindy B Hunt. Response to Motion due by 6/18/2010 No proposed order. Motions referred to Thomas E Rogers, III.(Valtorta, Laura). Modified on 6/2/2010 to replace document with corrected signature as provided by filing user (prou,). (Entered: 06/01/2010)
06/01/2010	44	MOTION to Stay *requesting a 6-month stay* by Cindy B Hunt. Response to Motion due by 6/18/2010 No proposed orderMotions referred to Thomas E Rogers, III.(Valtorta, Laura) (Entered: 06/01/2010)
06/01/2010	46	NOTICE of Request for Protection from Court Appearance by Laura Puccia Valtorta for 6/3/2010 to 6/18/2010; Modified on 6/2/2010 to correct event type. (prou,) (Entered: 06/02/2010)
06/02/2010	47	ORDER finding as moot 20 Motion to Dismiss Signed by Honorable Terry L Wooten on 6/2/2010.(prou,) (Entered: 06/02/2010)
06/02/2010	48	RESPONSE in Opposition re 41 MOTION to Dismiss *Second Amended Complaint will supplement later if allowed by the Court* Response filed by Cindy B Hunt.Reply to Response to Motion due by 6/14/2010 (Attachments: # 1 Letter to Janet R. Kincaid dated May 15, 2008, # 2 Exhibit - Affidavit of Costella H. Davis)(Valtorta, Laura) Modified on 6/3/2010 to edit text and to add description to exhibits (prou,). (Entered: 06/02/2010)
06/17/2010	49	RESPONSE in Opposition re 44 MOTION to Stay *requesting a 6-month stay* Response filed by Mark Booz, Branch Banking and Trust Company, Danny Fogle, Cathy Lambert, Kaci Sansbury, Judy Teal.Reply to Response to Motion due by 6/28/2010 (Licata, Steven) (Entered: 06/17/2010)
06/23/2010	50	TEXT ORDER granting 42 Motion for Extension of Time to File Response/Reply re 41 MOTION to Dismiss Second Amended Complaint. Response to Motion due by 7/14/2010. Signed by Magistrate Judge Thomas E Rogers, III on 6/23/2010.(prou,) (Entered: 06/24/2010)
06/27/2010	51	REPLY to Response to Motion re 44 MOTION to Stay *requesting a 6-month stay REPLY TO ENTRY NUMBER 49* Response filed by Cindy B Hunt. (Valtorta, Laura) (Entered: 06/27/2010)
06/30/2010	52	AFFIDAVIT of Service for summons, complaint, motion for stay served on David Craven on 06/15/2010, filed by Cindy B Hunt. (Valtorta, Laura) (Entered: 06/30/2010)
07/13/2010	53	RESPONSE in Opposition re 41 MOTION to Dismiss *Second Amended Complaint* Response filed by Cindy B Hunt.Reply to Response to Motion due by 7/23/2010 (Attachments: # 1 May 15, 2008 Letter to Janet Kincaid, # 2 Affidavit of Costella H. Davis)(Valtorta, Laura) Modified on 7/14/2010 to add descriptive names for exhibits (hcic). (Entered: 07/13/2010)

1592

07/13/2010	54	MOTION to Withdraw as Attorney by Laura Puccia Valorta. Response to Motion due by 7/30/2010 No proposed orderMotions referred to Thomas E Rogers, III.(Valtorta, Laura) (Entered: 07/13/2010)
07/30/2010	55	RESPONSE to Motion re 54 MOTION to Withdraw as Attorney Response filed by Mark Booz, Branch Banking and Trust Company, Danny Fogle, Cathy Lambert, Kaci Sansbury, Judy Teal.Reply to Response to Motion due by 8/9/2010 (Licata, Steven) (Entered: 07/30/2010)
07/30/2010	56	REPLY to Response to Motion re 54 MOTION to Withdraw as Attorney Response filed by Laura Puccia Valtorta. (Valtorta, Laura) (Entered: 07/30/2010)
08/04/2010	58	PRO SE PLAINTIFF'S AFFIDAVIT in Opposition re 54 MOTION to Withdraw as Attorney. Response filed by Cindy B Hunt. (Attachments: # 1 Envelope)(prou,) (Entered: 08/04/2010)
08/10/2010	59	MOTION to Withdraw as Attorney *Notice of termination as counsel for plaintiff -- no response necessary* by Laura Puccia Valtorta. Response to Motion due by 8/27/2010 No proposed orderMotions referred to Thomas E Rogers, III.(Valtorta, Laura) (Entered: 08/10/2010)
08/25/2010	60	Case Reassigned to Judge Honorable J Michelle Childs. Judge Honorable Terry L Wooten no longer assigned to the case. (suro,) (Entered: 08/25/2010)
09/01/2010	61	ORDER denying 35 Motion for Sanctions. Signed by Magistrate Judge Thomas E Rogers, III on 9/1/2010. (hcic) (Entered: 09/01/2010)
09/01/2010	62	NOTICE of Hearing on Motion 44 MOTION to Stay requesting a 6-month stay, 54 MOTION to Withdraw as Attorney, 59 MOTION to Withdraw as Attorney, Notice of termination as counsel for plaintiff. Motion Hearing set for 9/21/2010 11:00 AM in Florence #3, McMillan Federal Bldg., 401 W. Evans St., Florence before Magistrate Judge Thomas E Rogers III. Ms. Valtorta will remain as counsel of record for Plaintiff until a ruling has been issued by the Court following the hearing. Plaintiff's presence at this hearing is required. Ms. Valtorta must notify Plaintiff of the hearing and that her presence is required. (hcic) (Entered: 09/01/2010)
09/22/2010	66	SCHEDULING ORDER. Rule 26(f) Conference Deadline 12/10/2010, 26(a) Initial Disclosures due by 12/24/2010, Rule 26 Report due by 12/24/2010, Amended Pleadings due by 2/7/2011, Plaintiffs ID of Expert Witness due by 3/7/2011, Defendants ID of Expert Witnesses Due by 4/4/2011, Records Custodian Affidavit due by 4/4/2011, Discovery due by 5/9/2011, Motions due by 5/23/2011, Rule 26(a)(3) Disclosures due by 7/6/2011, Jury Selection Deadline 8/8/2011. Motions in limine must be filed two weeks prior to the date set for jury selection. Parties shall furnish the Court pretrial briefs seven (7) days prior to the date set for jury selection. Signed by Magistrate Judge Thomas E Rogers, III on 9/21/2010. (hcic) (Entered: 09/22/2010)

1593

09/22/2010	67	MEDIATION ORDER. Mediation Due by 5/13/2011. Signed by Magistrate Judge Thomas E Rogers, III on 9/21/2010. (hcic) (Entered: 09/22/2010)
10/19/2010	68	MOTION for Default Judgment as to David Craven by Cindy B Hunt. Response to Motion due by 11/5/2010. (Attachments: # 1 Envelope) No proposed order. Motions referred to Thomas E Rogers, III. (hcic) (Entered: 10/20/2010)
11/05/2010	69	RESPONSE in Opposition re 68 MOTION for Default Judgment as to David Craven Response filed by Mark Booz, Branch Banking and Trust Company, Danny Fogle, Cathy Lambert, Kaci Sansbury, Judy Teal.Reply to Response to Motion due by 11/15/2010 (Attachments: # 1 Exhibit Purported Affidavit of Service, # 2 Exhibit Affidavit of Steven B. Licata)(Licata, Steven) (Entered: 11/05/2010)
11/15/2010	70	NOTICE by Plaintiff. Plaintiff did not receive 66 scheduling order. (hcic) (Entered: 11/16/2010)
11/15/2010	75	REPLY to Response to Motion re 68 MOTION for Default Judgment as to David Craven. Response filed by Cindy B Hunt. (Attachments: # 1 Exhibit 1-Letter, # 2 Exhibit 2-Secretary of State, # 3 Exhibit 3-Affidavit of Cindy Hunt, # 4 Exhibit 4-Bank Information, # 5 Exhibit 5-Bank Debit, # 6 Exhibit 6-Mortgage Information, # 7 Exhibit 7-Loan Application, # 8 Exhibit 8-Loan Officer's Information, # 9 Exhibit 9-CD, # 10 Exhibit 10-checking acct., # 11 Exhibit 11-Customer Service documents, # 12 Exhibit 12-Affidavit of Costella H. Davis, # 13 Exhibit 13-Letter from bank, # 14 Exhibit 14-Letter, # 15 Exhibit 15-Letter, # 16 Exhibit 16-Bank Correspondence, # 17 Exhibit 17-Letter, # 18 Exhibit 18-Letter, # 19 Exhibit 19-Letter, # 20 Exhibit 20-Letter from plaintiff, # 21 Exhibit 21-Letter, # 22 Exhibit 22-Letter, # 23 Exhibit 23-Credit Agreement, # 24 Exhibit 24-Bank Agreement, # 25 Exhibit 25-FDIC Letter)(dsto,) (Entered: 11/17/2010)
11/23/2010	78	ORDER directing plaintiff to notify Clerk in writing of any address changes. Signed by Magistrate Judge Thomas E Rogers, III on 11/23/2010. (dsto,) (Entered: 11/23/2010)
11/23/2010	79	***DOCUMENT MAILED: 78 Order to Notify of Address Change placed in U.S. Mail to Cindy B. Hunt, 195 D. Willow Green Drive, Conway, SC 29526 (dsto,) (Entered: 11/23/2010)
11/29/2010	80	MOTION To Remove BB&T as Trustee re: 75 Reply by Cindy B Hunt. Response to Motion due by 12/16/2010 (Attachments: # 1 Exhibit 1-Horry County Police Crime Report, # 2 Exhibit 2-Search Warrant, # 3 Exhibit 3-Search Warrant Return, # 4 Exhibit 4-Identity Theft Information, # 5 Exhibit 5-Dispute Letter to BB&T, # 6 Exhibit 6-Letter from BB&T, # 7 Envelope)No proposed order. Motions referred to Thomas E Rogers, III.(dsto,) Modified on 1/07/2011. See 89 for additional attachments (dsto,). (Entered: 11/29/2010)

1594

12/07/2010	81	MOTION to Stay by Cindy B Hunt. Response to Motion due by 12/29/2010 (Attachments: # 1 Envelope)No proposed order.Motions referred to Thomas E Rogers, III.(dsto,) (Entered: 12/07/2010)
12/23/2010	83	Rule 26(f) Report by Mark Booz, Branch Banking and Trust Company, Danny Fogle, Cathy Lambert, Kaci Sansbury, Judy Teal. (Licata, Steven) Modified on 12/28/2010 to remove as attachment and file separately . (dsto,) (Entered: 12/23/2010)
12/23/2010	85	RESPONSE in Opposition re 80 MOTION To Remove BB&T as Trustee. Response filed by Mark Booz, Branch Banking and Trust Company, Danny Fogle, Cathy Lambert, Kaci Sansbury, Judy Teal. Reply to Response to Motion due by 1/7/2011 (Licata, Steven) Modified on 12/28/2010 to edit text (dsto,). (Entered: 12/23/2010)
12/23/2010	86	RESPONSE in Support re 81 MOTION to Stay *Partial Support* Response filed by Mark Booz, Branch Banking and Trust Company, Danny Fogle, Cathy Lambert, Kaci Sansbury, Judy Teal. (Licata, Steven) (Entered: 12/23/2010)
12/23/2010	87	Local Rule 26.03 Answers to Interrogatories by Mark Booz, Branch Banking and Trust Company, Danny Fogle, Cathy Lambert, Kaci Sansbury, Judy Teal. (Licata, Steven)(dsto,) (Entered: 12/28/2010)
12/28/2010	88	DELETION OF DOCKET ENTRY NUMBER #84 Reason: filed in error. Corrected Filing Document Number 85 . (dsto,) (Entered: 12/28/2010)
01/07/2011	89	Additional Attachments (Amended Complaint) to Main Document 80 MOTION To Remove BB&T as Trustee and Amend Complaint (dsto,). (Entered: 01/07/2011)
01/07/2011	90	MOTION for Partial Summary Judgment by Cindy B Hunt. Response to Motion due by 1/24/2011. No proposed order.Motions referred to Thomas E Rogers, III.(dsto,) (Entered: 01/07/2011)
01/07/2011	91	REPLY to Response to Motion re 80 MOTION To Remove BB&T as Trustee.Response filed by Cindy B Hunt. (dsto,) (Entered: 01/07/2011)
01/14/2011	92	Withdrawal of Motions: 81 MOTION to Stay filed by Cindy B Hunt (Attachments: # 1 Envelope)(dsto,) (Entered: 01/14/2011)
01/18/2011	94	MOTION to Stay re 66 Scheduling Order (Response to Motion due by 2/4/2011), MOTION to Strike, by Cindy B Hunt. (Attachments: # 1 Envelope)No proposed order.Motions referred to Thomas E Rogers, III.(dsto,) (Entered: 01/18/2011)
01/22/2011	96	RESPONSE in Opposition re 90 MOTION for Partial Summary Judgment Response filed by Mark Booz, Branch Banking and Trust Company, David Craven, Danny Fogle, Cathy Lambert, Kaci Sansbury, Judy Teal.Reply to Response to Motion due by 2/3/2011 (Attachments: # 1 Affidavit Notice of

1595

		Filing - Affidavit of Judy Teal, # 2 Affidavit Notice of Filing - Affidavit of Shonda Chestnut)(Licata, Steven) (Entered: 01/22/2011)
02/03/2011	97	RESPONSE in Opposition re 94 MOTION to Stay re 66 Scheduling Order,, MOTION to Strike Response filed by Mark Booz, Branch Banking and Trust Company, Danny Fogle, Cathy Lambert, Kaci Sansbury, Judy Teal.Reply to Response to Motion due by 2/14/2011 (Attachments: # 1 Addendum Unreported Case Cited)(Licata, Steven) (Entered: 02/03/2011)
02/04/2011	99	MOTION for Sanctions (Response to Motion due by 2/22/2011), MOTION to Strike by Cindy B Hunt. (Attachments: # 1 Envelope)No proposed order.Motions referred to Thomas E Rogers, III.(dsto,) (Entered: 02/04/2011)
02/04/2011	100	RESPONSE in Opposition re 99 MOTION for Sanctions MOTION to Strike Response filed by Mark Booz, Branch Banking and Trust Company, Danny Fogle, Cathy Lambert, Kaci Sansbury, Judy Teal.Reply to Response to Motion due by 2/14/2011 (Licata, Steven) (Entered: 02/04/2011)
02/04/2011	101	MOTION for Extension of Time to File Reply to Response as to 90 MOTION for Partial Summary Judgment by Cindy B Hunt. Response to Motion due by 2/22/2011 (Attachments: # 1 Envelope)No proposed order.Motions referred to Thomas E Rogers, III.(dsto,) (Entered: 02/08/2011)
02/08/2011	102	DELETION OF DOCKET ENTRY NUMBER #98 Reason: Filed in error by clerk. Corrected Filing Document Number 101 . Modified filing date to that of original filing: 02/04/2011 (dsto,) (Entered: 02/08/2011)
02/11/2011	104	REPLY to Response to Motion re 90 MOTION for Partial Summary Judgment Response filed by Cindy B Hunt. (Attachments: # 1 Affidavit of Cindy Hunt, # 2 Exhibit A-Letter and Complaint, # 3 Exhibit B-Dispute Letter, # 4 Exhibit C-Letter from BB&T, # 5 Exhibit D-Crime Report, # 6 Exhibit E-Search Warrant, # 7 Exhibit F-Return, # 8 Exhibit G-BB&T Theft Manual, # 9 Exhibit H-Letters, # 10 Exhibit I-Letter, # 11 Exhibit J-Disclosure)(dsto,) (Entered: 02/14/2011)
02/22/2011	105	MOTION to Amend/Correct 1 Complaint by Cindy B Hunt. Response to Motion due by 3/11/2011 (Attachments: # 1 Proposed Amended Complaint, # 2 Envelope)No proposed order.Motions referred to Thomas E Rogers, III.(dsto,) (Entered: 02/23/2011)
02/28/2011	107	REPLY to Response to Motions re: 99 MOTION for Sanctions; MOTION to Strike; 80 MOTION To Remove BB&T as Trustee; and 94 MOTION to Stay. Response filed by Cindy B Hunt. (Attachments: # 1 Exhibit 1-January 2011 IRS Form, # 2 Exhibit 2-Articles of Merger, # 3 Envelope)(dsto,) (Entered: 03/01/2011)

1596

03/11/2011	108	RESPONSE in Opposition re 105 MOTION to Amend/Correct 1 Complaint. Response filed by Mark Booz, Branch Banking and Trust Company, Danny Fogle, Cathy Lambert, Kaci Sansbury, Judy Teal. Reply to Response to Motion due by 3/21/2011 (Licata, Steven) (Entered: 03/11/2011)
03/23/2011	110	**ORDER DISMISSING CASE. This case is dismissed in its entirety. Signed by Honorable J Michelle Childs on 03/23/2011.(dsto,)** (Entered: 03/23/2011)
03/23/2011	112	JUDGMENT, by the Clerk. This case is dismissed in its entirety.(dsto) (Entered: 03/23/2011)
03/23/2011	113	***DOCUMENT MAILED : 110 Order, 112 Judgment placed in U.S. Mail to Cindy B. Hunt, 195 D. Willow Green Drive, Conway, SC 29526 (dsto,) (Entered: 03/23/2011)
03/25/2011	114	REPLY to Response to Motion re 105 MOTION to Amend/Correct 1 Complaint. Response filed by Cindy B Hunt. (Attachments: # 1 Envelope) (dsto,) (Main Document 114 replaced on 4/1/2011) (dsto,). (Additional attachment(s) added on 4/1/2011: # 2 Envelope) (dsto,). (Entered: 03/25/2011)
03/31/2011	115	NOTICE by Cindy B Hunt (Attachments: # 1 Envelope)(dsto,) (Entered: 04/01/2011)
04/05/2011	117	**TEXT ORDER. In clarification of the court's previous Order Dismissing Case 110 , the court hereby expressly dismisses Plaintiff's Motion for Default Judgment as to David Craven 68 as moot. The case is dismissed in its entirety in accordance with the Judgment 112 as entered by the Clerk. Neither party shall file further motions or petitions with this court in this matter except those post-judgment motions allowed under the Federal Rules of Civil Procedure. All other motions will be summarily denied as untimely. Signed by Honorable J Michelle Childs on 04/05/2011. (dsto,)** (Entered: 04/05/2011)
04/05/2011	118	***DOCUMENT MAILED: 117 TEXT Order placed in U.S. Mail to Cindy B. Hunt, 195 D. Willow Green Drive, Conway, SC 29526 (dsto,) (Entered: 04/05/2011)
04/20/2011	119	MOTION to Alter or Amend Judgment by Cindy B Hunt. Response to Motion due by 5/9/2011 (Attachments: # 1 Envelope)No proposed order(swel,) (Entered: 04/20/2011)
05/05/2011	120	RESPONSE in Opposition re 119 MOTION to Alter Judgment Response filed by Mark Booz, Branch Banking and Trust Company, Danny Fogle, Cathy Lambert, Kaci Sansbury, Judy Teal. Reply to Response to Motion due by 5/23/2011 (Licata, Steven) Modified on 5/10/2011 to change reply due date per Chambers. (hcic). (Entered: 05/05/2011)

1597

05/24/2011	123	REPLY to Response to Motion re 119 MOTION to Alter Judgment. Response filed by Cindy B Hunt. (Attachments: # 1 Envelope) (hcic) (Entered: 05/25/2011)
11/28/2011	124	**TEXT ORDER. A court may alter or amend a judgment if the movant shows either (1) an intervening change in the controlling law; (2) new evidence that was not available at trial; or (3) that there has been a clear error of law or a manifest injustice. See Robinson v. Wix Filtration Corp., 599 F.3d 403, 407 (4th Cir. 2010). Plaintiff fails to demonstrate new law or evidence. Additionally, Plaintiff has not shown that she will suffer a manifest injustice as a result of the court's Order or that the court's Order was a clear error of law. The court has noted Plaintiff's argument that the court's Order did not address Plaintiff's claim for violation of privacy under Sections 37-20-110 to 200 of the South Carolina Code. In its Order, the court declined to exercise supplemental jurisdiction over Plaintiff's state law claims. Plaintiff appears to argue that Plaintiff's state law claim of violation of privacy involves reference to 15 U.S.C. §§ 6801-6809 and §§ 6821-6827, and thus the court has original jurisdiction over the claim. However, the court finds that Plaintiff's violation of privacy cause of action does not "necessarily raise a stated federal issue, actually disputed and substantial, which a federal forum may entertain without disturbing any congressionally approved balance of federal and state judicial responsibilities," Grable & Sons Metal Prods., Inc. v. Darue Eng'g & Mfg., 545 U.S. 308, 314 (2005), as is required for such a claim to fall under the original jurisdiction of a federal court. Additionally, the court notes Plaintiff's request to amend the court's Order to reflect that Plaintiff's counsel was terminated rather than that Plaintiff's counsel moved to be relieved, and her motion was granted. However, the court's docket 63 states that Plaintiff's counsel's 59 Motion to Withdraw as Attorney was granted. Plaintiff failed to file a motion to amend the docket. Accordingly, the court denies Plaintiff's 119 Motion to Alter or Amend the Judgment. Signed by Honorable J Michelle Childs on 11/28/2011.(hcic,) (Entered: 11/29/2011)**
11/29/2011	125	***DOCUMENT MAILED 124 TEXT ORDER denying Motion to Alter Judgment placed in U.S. Mail to Cindy B Hunt, 195 D Willow Green Drive, Conway, SC 29526. (hcic,) (Entered: 11/29/2011)
12/12/2011	127	NOTICE OF APPEAL re 112 Judgment, 110 Order on Motion to Dismiss, Order on Motion for Default Judgment, Order on Motion for Miscellaneous Relief, Order on Motion for Partial Summary Judgment, Order on Motion to Stay, Order on Motion to Strike, Order on Motion for Sanctions, Order on Motion for Extension of Time to File Response/Reply, Order on Motion to Amend/Correct, 124 Order on Motion to Alter Judgment, - Filing fee $455 (receipt number SCX400007301). The Docketing Statement form, Transcript Order form and CJA 24 form may be obtained from the Fourth

1598

		Circuit website at www.ca4.uscourts.gov. (hcic,) . (Entered: 12/13/2011)
12/13/2011	128	ASSEMBLED INITIAL ELECTRONIC RECORD TRANSMITTED TO FOURTH CIRCUIT COURT OF APPEALS re 127 Notice of Appeal, Electronic record successfully transmitted. (hcic,) (Entered: 12/13/2011)
12/13/2011	129	Transmittal Sheet for Notice of Appeal to USCA re 127 Notice of Appeal, The Clerk's Office hereby certifies the record and the docket sheet available through ECF to be the certified list in lieu of the record and/or the certified copy of the docket entries. (hcic,) (Entered: 12/13/2011)
12/13/2011	130	***DOCUMENT MAILED 129 Transmittal Sheet for Notice of Appeal to USCA, placed in U.S. Mail to Cindy B Hunt, 195 D Willow Green Drive, Conway, SC 29526. (hcic,) (Entered: 12/13/2011)
12/14/2011	131	AMENDED NOTICE OF APPEAL re 112 Judgment, 117 Order, 37 Order on Motion to Amend/Correct, 61 Order on Motion for Sanctions, 110 Order on Motion to Dismiss, Order on Motion for Default Judgment, Order on Motion for Miscellaneous Relief, Order on Motion for Partial Summary Judgment, Order on Motion to Stay, Order on Motion to Strike, Order on Motion for Sanctions, Order on Motion for Extension of Time to File Response/Reply, Order on Motion to Amend/Correct, 67 Mediation Order, 66 Scheduling Order, 124 Order on Motion to Alter Judgment - The Docketing Statement form, Transcript Order form and CJA 24 form may be obtained from the Fourth Circuit website at www.ca4.uscourts.gov. (Attachments: # 1 Envelope)(hcic,) (Entered: 12/14/2011)
12/14/2011	132	Transmittal Sheet for 131 Amended Notice of Appeal to USCA. The Clerk's Office hereby certifies the record and the docket sheet available through ECF to be the certified list in lieu of the record and/or the certified copy of the docket entries. (hcic,) (Entered: 12/14/2011)
12/14/2011	133	***DOCUMENT MAILED 132 Transmittal Sheet for Notice of Appeal to USCA, placed in U.S. Mail to Cindy B Hunt, 195 D Willow Green Drive, Conway, SC 29526. (hcic,) (Entered: 12/14/2011)
01/11/2012	135	Letter from Cindy B Hunt. in re: transcript for appeal (Attachments: # 1 Envelope) (filed per directions of TER)(swel,) (Entered: 01/11/2012)
01/12/2012	136	NOTICE OF FILING OF OFFICIAL TRANSCRIPT of Proceedings. motions held on September 21, 2010, before Judge Thomas E. Rogers, III. Court Reporter/Transcriber Raymond D. Simmons, Telephone number/E-mail 843-610-1896. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Parties have 7 calendar days from the filing of the transcript to file with the court a Notice of Intent to Request Redaction.. Redaction Request due 2/2/2012. Redacted Transcript Deadline set for 2/13/2012. Release of Transcript Restriction set for 4/11/2012. (rsimmons,)

1599

		(Entered: 01/12/2012)
05/16/2012	137	UNPUBLISHED PER CURIAM OPINION filed for 127 Notice of Appeal, 131 Notice of Appeal, filed by Cindy B Hunt. (hcic,) (Entered: 05/16/2012)
06/01/2012	138	ORDER of USCA as to 127 Notice of Appeal filed by Cindy B Hunt, 131 Notice of Appeal, filed by Cindy B Hunt. Order denying Motion for rehearing en banc. (hcic,) (Entered: 06/01/2012)
06/07/2012	139	USCA MANDATE and Judgment as to 127 Notice of Appeal, filed by Cindy B Hunt, 131 Notice of Appeal, filed by Cindy B Hunt. (Attachments: # 1 Judgment)(hcic,) (Entered: 06/07/2012)
03/04/2013	140	DELETION OF DOCKET ENTRY NUMBER 140. Reason: Filed as a letter from Ms. Hunt, the document was really a mailed hard copy of a 4CCA Order. Refiled as 141 . Modified filing date to that of original filing: 3/4/2013. (hcic,) (Entered: 03/06/2013)
03/04/2013	141	ORDER of USCA as to 127 Notice of Appeal, filed by Cindy B Hunt, 131 Notice of Appeal, filed by Cindy B Hunt. (Attachments: # 1 Envelope)(hcic,) (Entered: 03/06/2013)

1600

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 47 entry number 36

Response to "notice of motion and motion to alert the court of an affidavit submitted in bad faith"

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

CINDY B. HUNT, Plaintiff v. Branch Banking and Trust Company, Danny Fogle, Cathy Lambert, Judy Teal, Mark Booz, and Kaci Sansbury, Defendants	)	Civil Action No. 4:09-cv-02151-TLW

RESPONSE TO "NOTICE OF MOTION AND MOTION TO ALERT THE COURT OF AN AFFIDAVIT SUBMITTED IN BAD FAITH"

To the extent that the same requires a response, the Defendants herein, and specifically, Mark Booz ("Booz") hereby respond to the "Notice Of Motion And Motion To Alert The Court Of An Affidavit Submitted In Bad Faith" (the "Motion") and would simply request that the court deny and/or not consider said Motion on the following grounds:

1. On October 27, 2009, the Defendants submitted the Affidavit of Mark Booz ("Affidavit") to be considered by this Court in connection with the lack of personal jurisdiction issues raised as to Booz, a North Carolina resident and in-house attorney for the Defendant, Branch Banking and Trust Company[1].
2. In the Affidavit, Booz states that "I was not aware that the Plaintiff in this action, whose account was at issue, was a resident of the State of South Carolina."
3. The Plaintiff filed her response to the Motion to Dismiss on November 18, 2009 and raised no issues as to the veracity of the Affidavit[2] and provided no factual matters contradicting

[1] See Motion to Dismiss and Memorandum in Support Thereof also filed in this matter on October 27, 2009 (Docket Nos. 20 and 20-1).
[2] See Plaintiff's Response to Defendant's Motion to Dismiss filed November 18, 2009 (Docket No. 30).

1602

the matters set forth in the Affidavit.

4. In the Motion, the Plaintiff now, several months after her response to the Motion to Dismiss was due and filed with this Court, takes issue with the portion of the Affidavit cited above. In doing so she asserts that the portion of the Affidavit reciting that Booz was not aware of the Plaintiff's South Carolina residency is "incorrect and in bad faith" citing to a letter dated April 11, 2008 which she attaches to her "Motion." Leaving aside the fact that the attachment to the "Motion" is an unauthenticated document that is not properly before the Court, the letter dated April 11, 2008 does not contradict the Affidavit, indicate that it is incorrect or support any conclusion that the Affidavit was submitted in bad faith. The letter dated April 11, 2008 says nothing as to the Plaintiff's residency, the only matter from the Affidavit which is challenged.

5. On the record before the Court there exists no factual or legal basis for this Court not to consider the Affidavit and, in the absence of facts contradicting it in the record, to accept the facts stated therein for the purposes of the consideration of the Motion to Dismiss.

Wherefore, the Defendants request that this Court consider the Affidavit as submitted and for such other and further relief as the Court deems appropriate.

LAW OFFICE OF STEVEN B. LICATA, P.C.
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s/ Steven B. Licata
Steven B. Licata
District Court ID No. 2682
Attorneys for Branch Banking and Trust Company, Danny Fogle, Cathy Lambert, Judy Teal, Mark Booz, and Kaci Sansbury,

Exhibit # 47 entry # 105

Lawsuit # 1:

Motion to Amend the Complaint

15 Pages

1605

FLORENCE, SC
2011 FEB 22 P 12:55

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

CINDY B. HUNT,	)	
Plaintiff,	)	
vs.	)	
Branch Banking & Trust Company,	)	
Danny Fogle, Cathy Lambert,	)	c/a 4:09-cv-02151-JMC-TER
Kaci Sansbury, Judy Teal,	)	Motion to Amend
Mark Booz and David Craven,	)	the Complaint
Defendants.	)	
	)	

The Plaintiff, Cindy B. Hunt, makes a motion to amend the complaint to include the following causes of action: Quiet Title; destruction of evidence; unclean hands (violation of 12 CFR 308.7, unauthorized practice of law (two counts), aiding and abetting the unauthorized practice of law (two counts)); fraud upon the FDIC; fraud upon the Court; violation of SC Code Ann. 37-22-190 & 37-5-108; unjust enrichment; identity theft and motion to dismiss based on the following:

1. The Plaintiff is an attorney. The Plaintiff's Interest on Lawyers Trust Account (IOLTA) was located at the Defendant Branch Banking and Trust Company (hereinafter BB&T) from April 1996 – May 2008 in Conway, Horry County, South Carolina.

2. The Defendants had a legal duty to disclose in these matters.

3. The events in question occurred in Horry County, South Carolina.

4. The Plaintiff's CD, savings and POD trust deposits from May 2000 – May 2008 exceeded a million dollars.

5. Defendant Fogle recommended that the Plaintiff open the POD trust in May 2000 where the Plaintiff named herself trustee and Davis the beneficiary. Defendant Lambert opened the POD trust. (75-3 and 75-4)

6. Defendant Fogle handled the Davis 9/2004 mortgage application loan. (75-6 & 75-12)

1606

105

7. The Plaintiff refinanced her home mortgage with Defendant BBT on May 18, 2007. (75-7) The Plaintiff still has her mortgage at Defendant BBT. The Plaintiff is current on her payments.

8. Plaintiff's 7/19/2007 customer profile shows that the Plaintiff had the following accounts at Defendant BB&T: Checking-Direct Free Interest (savings account); Checking-Interest Checking (POD Trust); Debit Card; **transfer management (an unauthorized loan)**; a closed auto loan; a closed conventional mortgage; **an active conventional mortgage**; **Portfolio (an unauthorized loan)**; a closed commercial loan; Credit Card and the Plaintiff's **IOLTA**. (75- 10)

9. **Quiet Title:** Defendant BBT obtained its security interest in the home of the Plaintiff through false entries that fraudulently concealed the true nature of the transaction and or unconscionable conduct. The mortgage application was completed prior to the Plaintiff arriving at the Defendant BBT by Karen Butcher, an employee of Defendant BBT. (75-7 and 75-8) The mortgage application did not include the at least two unauthorized loans in the Plaintiff's customer profile along with her IOLTA, POD account, savings, mortgage and other accounts; and the Defendants failed to disclose the unauthorized beneficiary profile (joint account) that was connected to the Plaintiff's POD account. (75-7)

10. **Notice of legal dispute:** Between Jan 23, 2008 thru March 13, 2008 the Plaintiff spoke numerous times with Defendant BBT employees on the phone. On January 23, 2008 the Defendant asked Defendant Fogle to have their legal department to call the Plaintiff. (75-14)

    a. Thereafter, Defendant Teal called and provided the Plaintiff with zero information. The Plaintiff decided to complain to the FDIC and typed her letter on March 10, 2008. In trying to settle the matter before mailing the complaint to the FDIC the Plaintiff faxed her letter of complaint to Defendant Teal. On March 13, 2008 in the am Defendant Teal faxed the Plaintiff a copy of Defendant Craven's letter that was dated March 10, 2008. The Plaintiff responded to Defendant Craven's letter on March 17, 2008. (Exhibit A)

11. **Fraud upon the FDIC:** The Plaintiff complained to the Federal Deposit Insurance Corporation (FDIC) on March 24, 2008 and June 6, 2008 requesting an investigation and an on site inspection. (75-14 & 75-20) An FDIC proceeding/investigation was held from March 24, 2008 – September 2, 2008. (15 USC 57a(f) and 12 CFR 308).

    a. **Preliminary and informal inquiries:** In fact, "it is established ... that the statute protects preliminary and informal inquiries against obstruction as well as formal proceedings." *Id.* (citations omitted). Because Congress had no intention to permit witnesses to obstruct proceedings prior to its receiving formal authorization, it has not been the tendency of the courts to limit the term "proceeding" so narrowly. *See Rice,* 356 F.2d at **712 ("Congress clearly intended to punish any obstruction of the administrative process by impeding a witness in any proceeding before a governmental agency--at any stage of the proceedings..."**); *Poindexter,* 725 F.Supp. at

1607

22. The question of whether a congressional investigation is due and proper "cannot be answered by a myopic focus on formality. Rather, it is properly answered by a careful examination of all the surrounding circumstances." *Mitchell,* 877 F.2d at 300. The *Mitchell* court further established that: **"If it is apparent that the investigation is a legitimate exercise of investigative authority by a congressional committee in an area within the committee's purview, it should be protected by § 1505."** *Id.* This Court will follow the standard set forth in *Mitchell.* **United States v. Cisneros, 26 F.Supp.2d 24, 39 (D.D.C. 1998)**

b. **Legitimate exercise of investigative authority:** In **NCNB Nat. Bank of North Carolina v. Tiller, 814 F.2d 931 (4th Cir. 1987)** the Court states at page 937: Congress has given the Board of Governors of the Federal Reserve System authority to promulgate and enforce regulations to define and prevent unfair or deceptive acts or practices by banks. **15 U.S.C. Sec. 57a(f)** (Supp.1986). Pursuant to this statute, the [Federal Deposit Insurance Corporation (FDIC)] has established a formal complaint and investigation procedure to deal with alleged unfair or deceptive acts or practices by [member] banks.

c. The date that the FDIC received the Plaintiff's complaint, the **date of issuance,** in this matter is March 24, 2008. (75-14)

d. **Unauthorized practice of law, violation of 12 CFR 308.7 and Perjury:** After the Plaintiff complained to the FDIC the FDIC wrote to Defendant BBT (Ms. Nye in North Carolina) on Marc 28, 2008 at entry number 104 exhibit H. Defendant BBT had Defendant Teal of South Carolina respond to the FDIC. Defendant Teal wrote to the FDIC on 4/11/2008.

i. Defendant Teal mailed Defendant Craven's letter dated 3/10/2008 to the FDIC along with her certified April 11, 2008 to the FDIC.

ii. Defendant Craven's letter dated 3/10/2008 stated that a fiduciary relationship had never been established with the Defendant BBT and the Plaintiff. The Plaintiff had her IOLTA at Defendant BBT: 4/1996 - 5/2008.

iii. According to Defendant Judy Teal in her certified 4/11/2008 letter to the FDIC the events of the 1/19/2008 disclosure to Costella Davis occurred as the result of the Defendant Bank BBT/CFB improperly setting up the Plaintiff's POD trust.

iv. Defendant Teal in her certified letter to the FDIC said that it was the procedure of the Defendant BBT/CFB to set up the POD trust account with a customer profile for the owner and a customer profile for the beneficiary. (75-15)

1608

v. The Plaintiff had her POD trust at Defendant BB&T from May 2000 – May 2008.

vi. Defendant Teal in her 4/11/2008 certified letter instructed the FDIC to see the enclosed letter from Defendant Craven. (See below for how Defendant Craven's letter lacks good faith certification, contains perjury and involves aiding and abetting the unauthorized practice of law.)

vii. The Defendants at entry number 36 on 3/2/2010 stated that Defendant Teal's April 11, 2008 letter was unauthenticated.

viii. Defendant Teal is not an attorney as is required at 12 CFR 308.7. As such she is not subject to suspension and disbarment at 12 CFR 308.109 or under South Carolina law. And the April 11, 2008 certified letter of Defendant Teal to the FDIC is not certified. As such, Defendant Teal's entire April 11, 2008 letter is a perjury where with willful intent she provided false testimony that she was an attorney in submitting her April 11, 2008 letter to the FDIC.

ix. **Destruction of evidence:** Defendant Teal went on to say in her 4/11/2008 certified letter that the beneficial profile had been deleted. (75- 15)

e. **Aiding and abetting the unauthorized practice of law, violation of 12 CFR 308.7 and perjury:** Defendant Craven wrote a letter to the Plaintiff on 3/10/2008. This 3/10/2008 letter was written before the date of issuance. Defendant Craven copied his 3/10 letter to Defendant Teal and she faxed it to the Plaintiff and sent it to the FDIC. Defendant Craven is the senior vice president, division general counsel for Defendant BBT.

i. **Set into motion false entries:** Defendant Craven, a senior member of management, in copying Defendant Teal on his March 10, 2008 letter to the Plaintiff with willful intent set into motion management actions that caused Defendant Teal to mail his March 10, 2008 letter to the FDIC. ***US v. Wolf, 820 F.2d 1499, 1504 (9th Cir. 1987)***.

ii. **Perjury:** Defendant Craven with willful intent falsely stated that the Plaintiff and Defendants never had a fiduciary relationship. (75-13) The Plaintiff had her IOLTA at Defendant BBT: 4/96 – 5/2008. (75-3)

iii. **Perjury:** Defendant Craven with willful intent falsely stated that Defendant Sansbury did not disclose financial information about the Plaintiff's POD account to Ms. Davis. (75-13) Ms. Davis stated in her affidavit that Defendant Sansbury disclosed the balance of the Plaintiff's POD account on 1/19/2008. (75-12 & 75-25 paragraph one)

1609

iv. The certified 3/10/2008 letter of Defendant Craven was in violation of 12 CFR 308.7 where it was written prior to the issuance date, addressed to the Plaintiff and contained perjury and aided and abetted the unauthorized practice of law by Defendant Teal, a non attorney.

f. **Lack of impartiality in FDIC proceeding/investigation:** On May 8, 2008 the FDIC made a very limited finding of a GLBA violation. The GLBA finding and language as stated in the May 8, 2008 letter from the FDIC is taken from the first paragraph of the pre issuance 3/10/2008 letter of Defendant Craven. The 3/10/2008 letter of Defendant Craven was written to the Plaintiff, copied to Defendant Teal and sent to the FDIC by Defendant Teal, a non attorney where Defendant Craven's letter lacked good faith certification, he falsely stated no fiduciary relationship was ever established and he engaged in the aiding and abetting of the unauthorized practice of law, etc. (75-17 & 75-13)

g. **Aiding and abetting the unauthorized practice of law, violation of 12 CFR 308.7 and perjury:** Defendant Booz wrote a letter to the FDIC: 5/15/2008 to dispute the GLBA finding. Defendant Booz directed the FDIC to re-examine the 4/11 letter of Defendant Teal. Booz is an attorney.

i. **Perjury:** The Defendant Booz with willful intent provided false testimony to the FDIC when he directed the FDIC to re-examine the April 11, 2008 letter of Defendant Teal that lacked the good faith certification (and the 3/10/2008 letter Defendant Craven that lacked good faith certification).

ii. **Perjury:** Reliance on the 10/27/2009 affidavit of Trustee Defendant Booz where he states that he had no contact or communication with any person located in SC would require the Court to conclude that it is not possible for his May 15, 2008 letter to satisfy the **reasonable inquiry** element of the good faith certification of 12 CFR 308.7 where all the parties involved lives in SC (Davis lives in MD). Thus, Defendant Booz did not communicate with someone in SC to satisfy the **reasonable inquiry** needed for his letter to the FDIC. Thus, Trustee Defendant Booz's certified 5/15/2008 letter to the FDIC should have been excluded from the FDIC proceeding for this additional reason as lacking good faith certification.

iii. **False entry:** Defendant Booz failed to disclose that the Plaintiff and Defendants had a fiduciary relationship to the FDIC and this Court. (75-1, 75-15, 75-21 & Cf. 96-1 at paragraph 13) The Plaintiff had her IOLTA at Defendant BBT: 4/96 – 5/2008.

iv. **False entry:** Defendant Booz failed to disclose to the FDIC that Defendant Teal was not an attorney.

h. **Destruction of evidence:** On May 19, 2008 Defendant BBT employee Ms. McClintic in the presence of Defendant Fogle indicated on the exit interview

form that the POD and IOLTA account histories were not being saved. (104 exhibit J)

i. **June 6, 2008 complaint:** In addition to appealing the May 8, 2008 finding of the FDIC the Plaintiff also made a second complaint to the FDIC. The second complaint involved a business check at entry number 75-16 from the South Carolina Office of Indigent Defense (SCOID). The check was for legal services and mailed to the Plaintiff's business address. The Plaintiff cashed the check at Defendant BBT. The SCOID stopped payment on the check in error.

j. **Unauthorized practice of law; violation of 12 CFR 308.7 and perjury:** The Plaintiff had her IOLTA at Defendant BBT from April 1996 thru May 2008. Defendant BBT setoff the $855.00 check against the POD account number as listed at 75-16. The Plaintiff demanded the return of the $855.00. Defendant BBT refused and faxed the Plaintiff a copy of the page from the "applicable" BSA. Defendant Teal wrote to the FDIC for a second time on 6/27/2008 in response to the complaint involving the $855.00 check setoff. Defendant Teal is not an attorney as is required at 12 CFR 308.7.

   i. **Perjury:** Defendant Teal's letter at entry number 75-21 contains several false entries with willful intent to provide false testimony of the $855.00 check setoff in her **June 27, 2008** letter to the FDIC.

   ii. **Perjury:** As previously stated, Defendant Teal is not an attorney as is required at 12 CFR 308.7. As such she is not subject to suspension and disbarment at 12 CFR 308.109 or under South Carolina law. And the June 27, 2008 certified letter of Defendant Teal to the FDIC is not certified. As such, Defendant Teal's entire June 27, 2008 letter to the FDIC is a perjury where with willful intent she provided false testimony that she was an attorney in submitting her June 27, 2008 letter to the FDIC..

   iii. **Unauthenticated:** The Defendants at entry number 36 on 3/2/2010 stated that Defendant Teal's April 11, 2008 letter was unauthenticated. The Defendants did not share with the Plaintiff and the Court that the 6/27/2008 letter was also unauthenticated or the rest of the scheme.

k. **Lack of impartiality in FDIC proceeding/investigation:** On August 7, 2008 the FDIC made a finding of contractual dispute as to the June 6, 2008 letter of complaint. The finding of contractual dispute was "deliberately planned and carefully executed scheme to defraud ... the [FDIC] Office" (**Hazel-Atlas 322 U.S. 245**) where the entire response of Defendant Teal's June 27, 2008 certified letter is one big false entry meant to steer the FDIC and the Plaintiff to the POD account and away from the IOLTA. As per the 7/19/2007 printout the Plaintiff's customer profile contained at least two unauthorized loans along with the Plaintiff's IOLTA, POD trust, savings account, mortgages, CD, car loan, other accounts. Defendant Teal is not an attorney as required at 12 CFR 308.7. As such her illegal conduct to include two counts of

unauthorized practice of law is not subject to suspension and disbarment at 12 CFR 308.109. (75-21 & 75-25)

l. **The fraud perpetrated on the FDIC proceedings/investigation is of the same family as that perpetrated on the patent and trademark office in Hazel-Atlas Glass Co. v Hartford-Empire Co., 64 S.Ct. 997, 1001; 322 U.S. 238, 246 (1944) where the Court their stated:** [T]ampering with the administration of justice in the manner indisputably shown here involves far more than an injury to a single litigant. It is a wrong against the institutions set up to protect and safeguard the public, institutions in which fraud cannot complacently be tolerated consistently with the good order of society.... The public welfare demands that the agencies of public justice be not so impotent that they must always be mute and helpless victims of deception and fraud.

m. **Prejudice and injury:** The Plaintiff has been permanently and materially prejudiced and injured by the conduct of the Defendants in the FDIC proceeding/investigation and the proceeding before this Court where the Defendants have avoided an on site inspection and the evidence thereof, avoided 15 USC 57a(f) and 12 USC 1818, harassed the Plaintiff and to cause unnecessary delay and needless increase in the cost of litigation as to the unauthorized beneficiary profile and to divert the Plaintiff, the FDIC and the police away from the at least two unauthorized loans in the Plaintiff's customer profile along with her IOLTA, POD, CD, mortgages, car loan and other accounts; and to cause unnecessary delay and needless increase in the cost of litigation as to the at least two unauthorized loans in the Plaintiff's customer profile along with her IOLTA, POD, CD, mortgages, car loan and other accounts.

12. **Closed:** The FDIC proceedings/investigation was closed on September 2, 2008. On September 7, 2008 (making sure to stay outside of the FDIC proceedings/investigation period) attorney Chris Okay at exhibit A responded to the Plaintiff's letter dated March 17, 2008.

13. **Destruction of evidence:** Plaintiff wrote to Trustee Defendant BBT on 9/24/2010 disputing the at least two unauthorized loans in her customer profile, etc. The Trustee Defendant BB&T replied on 9/27/2010 stating: We received your letter disputing two loans reported on your account profile from 7/19/07. According to our records your account profile currently does not reflect these loans. (Exhibits B and C) (75- 15, 12, 6, 10, B & C)

14. **Reconsideration of Identity theft, etc.:** SC Code Ann. section 37-20-130 states that - A person who learns or reasonably suspects that he is the victim of identity theft may initiate a law enforcement investigation by reporting to a local law enforcement agency that has jurisdiction over his actual legal residence. The law enforcement agency shall take the report, provide the complainant with a copy of the report, and begin an investigation or refer the matter to the law enforcement agency where the crime was committed for an investigation.

a. Defendant BB&T on its website has provided its customers with instructions to follow regarding identity theft. (See 104 exhibit G for full instructions) These website instructions include actions to take if you think you've been a victim of Identity Theft to include a link to the FTC's website that directs the victim to file a police report and close the accounts that have been tampered with are opened fraudulently.

b. **New evidence:** As per the above described conduct and law the Plaintiff learned and reasonably suspected that she had been the victim of identity theft. The Plaintiff did two things: (a) amended the complaint to include a cause of action for identity theft (under SC Code Ann. 37-20-110(9) and 16-13-510) where the USDC stated that the statute did not provide for a civil cause of action at entry number 37; and (b) after disputing the at least two unauthorized loans in a letter to trustee Defendant BB&T on 9/24/2010 the Plaintiff filed a police report on Oct. 3, 2010 with the Horry County Police Department (HCPD). (75- 10, B, C and D) **Defendant BBT refused to cooperate with the HCPD as described below.**

c. **New evidence & destruction of evidence:** After filing the police report a search warrant was sent to Trustee Defendant BB&T in regards to the at least two unauthorized loans as shown in the 7/19/2007 printout of the Plaintiff's customer profile. Trustee Defendant BB&T returned the search warrant to the HCPD with zero documents stating: **"We are unable to produce documents as requested. We have no record of accounts with BB&T in reference to the account numbers listed on subpoena."** (Exhibits D, E and F) Cf. 96-2 affidavit of Ms. Chestnut. **The 7/19/2007 printout also contained the Plaintiff's mortgage. The Defendants have not to date advised the Plaintiff that they have no record of her mortgage.**

d. **No updated customer profile:** The Plaintiff's mortgage remains at Defendant BBT. On 9/24/2010 via 1st class and certified mail return receipt the Plaintiff wrote to trustee Defendant BB&T and disputed the two unauthorized loans in her customer profile and requested an updated customer profile. Trustee Defendant BBT refused to provide the Plaintiff with an updated copy of her customer profile as requested on 9/24/2010. (entry number 104 exhibits B and C)

e. The Plaintiff request that she be allowed to include a cause of action for identity theft where the Defendants have committed a fraud upon the FDIC and this Court, unclean hands, destroyed evidence and refused to cooperate with the HCPD, etc.

15. **Fraud upon the USDC:** These proceedings were commenced with the filing of the complaint on 08/13/2009 in the USDC. Defendants Craven, Teal, Booz and Sansbury arrived at the steps of the USDC with a very limited finding of GBLA violation against Defendant BBT which was obtained as the result of fraud on the FDIC, unclean hands,

etc. as described above and below. In response to the complaint the Defendants filed a motion to dismiss under FRCP 12(b)(6) with a motion for lack of personal jurisdiction under FRCP 12(b)(2) and a threat of a FRCP 11.

a. **The affidavit of Defendant Booz connects all of the letters to the USDC:** The Defendants submitted the affidavit of attorney Defendant Booz to this USDC at entry number 20-2 in support of their position that the Court lacked personal jurisdiction over Defendant Booz. The 10/27/2009 affidavit of Defendant Booz to this Court incorporated by reference his May 15, 2008 letter to the FDIC (see paragraph 6 of entry number 20-2).

b. The May 15, 2008 letter of Defendant Booz incorporated by reference Defendant Teal's April 11, 2008 letter to the FDIC. Defendant Booz requested that the FDIC re-examine the April 11, 2008 letter of Defendant Teal and Defendant Booz copied Defendant Teal of SC on his 5/15/08 letter to the FDIC.

c. Defendant Teal's April 11, 2008 letter to the FDIC directed the FDIC to see the enclosed March 10, 2008 letter of Defendant Craven. (20-2, 75-19, 75-15 and 75-13).

d. **Officer of the Court, perjury and the BSAs:** Attorney Defendant Booz with willful intent provided false testimony when he asserted that the District Court lacked personal jurisdiction over him in his affidavit at entry 20-2. The Court already had personal jurisdiction over Defendant Booz at entry numbers 75-23 on page 12 and 75- 24 on page 11.

e. **Officer of the Court, perjury and the trust code:** Attorney Defendant Booz with willful intent provided false testimony when he asserted that the District Court had no personal jurisdiction over him in his affidavit at entry 20-2. The Court already had personal jurisdiction over Defendant Booz because this matter involved the Plaintiff's IOLTA. (SC Code Ann. 62-7-202 & 62-7-201)

f. **Officer of the Court, perjury and the affidavit vs the certified letter:** Trustee Attorney Defendant Booz asserted that the District Court had no personal jurisdiction over him at entry 20-2 with an affidavit. Trustee Attorney Defendant Mark Booz is the senior vice president, litigation practice group manager of Defendant BBT, a position of trust.

   i. During the FDIC proceeding/investigation Defendant Booz submitted a letter dated May 15, 2008 to the FDIC. The Defendants in this Court has submitted the affidavit of Defendant Booz which incorporated his May 15, 2008 letter to the FDIC where as described above the letter was used to perpetrate a fraud on the FDIC.

   ii. **The May 15, 2008 letter (75-19) to the FDIC was required to satisfy the good faith certification of 12 CFR 308.**7.

iii. Defendant Booz certified by his signature that his May 15, 2008 letter was to the best of his knowledge, information, and belief formed after **reasonable inquiry**, the filing or submission of record was well-grounded in fact and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law; and the filing or submission of record is not made for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation. 12 CFR 308.7

iv. Defendant Booz in his May 15, 2008 letter certified that his letter was based on a reasonable inquiry of the South Carolina events surrounding the 1/19/2008 disclosure to Davis in Conway, South Carolina. (75-14, 75-12 and 12 CFR 308.7) Defendant Booz in his May 15, 2008 letter directed the FDIC to re-examine the letter of Defendant Teal of April 11, 2008, **a non attorney** where he copied his letter to Defendant Teal in Florence, SC. The Defendants at entry number 36 stated that Defendant Teal's April 11, 2008 letter was unauthenticated.

v. Defendant Booz in his 10/27/2009 affidavit to avoid personal jurisdiction in this Court swore that: **he had no contact or communication with any person located in SC.** (20-2)

vi. Reliance on the May 15, 2008 certified letter to the FDIC would require the conclusion that Defendant Booz had satisfied the **reasonable inquiry** element of 12 CFR 308.7 where the Trustee Defendant Booz **copied** his May 15, 2008 letter to the FDIC to Defendant Teal (75-19) **of Florence, SC** (75-15, 75-21 & 96-1) and directed the FDIC to re-examine the April 11, 2008 letter of non attorney Defendant Teal. Thus, Defendant Booz did communicate with someone in SC. **Trustee Defendant Booz's affidavit to this Court contains perjury and should be excluded from the USDC proceedings based on his May 15, 2008 certified letter to the FDIC. Defendant Booz in his affidavit provided false testimony with the willful intent to avoid this Court's personal jurisdiction over him and his conduct during the FDIC proceedings to include perpetrating a fraud on the FDIC proceedings/investigation, etc.**

vii. At entry number 61 this Court made a favorable ruling for Defendant Booz where the Court declined to sanction Defendant Booz for his affidavit under FRCP 56(h). **The Defendants indicated at entry number 36 that Defendant Teal's letter dated April 11, 2008 was unauthenticated and Defendant Booz did not submit his affidavit as part of a summary judgment request the Plaintiff's position is "[h]ere, even if we consider nothing but [Booz's] sworn admissions, we find a deliberately planned and carefully executed scheme to defraud not only the [FDIC] Office, but the District Court" [also].** Hazel-Atlas 322 U.S. 245.

g. **Trustee Defendant Teal**, Regional Branch Operations Manager, Senior Vice President of Defendant BB&T is a person in a position of trust. The Defendants have submitted to the USDC an affidavit from Defendant Teal at entry number 96-1. The Defendants have also submitted through the affidavit of Defendant

Booz the two non certified letters that Defendant Teal used as described above to perpetrate a fraud on the FDIC.

i. Perjury: The Defendants indicated at entry number 36 that Defendant Teal's letter dated April 11, 2008 was unauthenticated. That admission was silent on the June 27, 2008 letter from Defendant Teal and the overall fraudulent scheme.

ii. Perjury: Defendant Booz directed the FDIC to re-examine the April 11, 2008 letter of Defendant Teal, a non attorney. 12 CFR 308.7

iii. Perjury: However, the "story" told by non attorney Defendant Teal in her April 11, 2008 letter to the FDIC at entry number 75-15 changes to different false entries of perjury with each writing as is shown by her affidavit at 96-1.

iv. The Plaintiff's position is "[h]ere, even if we consider nothing but [Booz and Teal's] sworn admissions, we find a deliberately planned and carefully executed scheme to defraud not only the [FDIC] Office, but the District Court" [also]. **Hazel-Atlas 322 U.S. 245.**

h. **Officer of the Court:** Trustee Attorney Defendant David Craven, the Senior Vice President of Defendant BB&T is a person in a position of trust. The Defendants have submitted, through the affidavit of Defendant Booz, the certified letter of Defendant Craven as described above that was used to perpetrate a fraud on the FDIC.

i. Perjury: Defendant Craven in his pre issuance letter dated 3/10/2008 told the FDIC that no fiduciary relationship had ever been established between the Defendant BBT and the Plaintiff, etc. (75-13) The Plaintiff had her IOLTA at Defendant BBT from 4/1996 – 5/2008. (75-3)

ii. Perjury: Defendant Craven's letter containing the denial of "no fiduciary relationship" was delivered by Defendant Teal in the same envelope as her letter at entry number 75-15 to the FDIC.

iii. Perjury: A change from denial of the fiduciary relationship to the admission of existence of the IOLTA was delivered by Defendant Teal as is shown by her affidavit at entry number 96-1 at paragraph 13.

iv. Perjury: Defendant Craven failed to answer the summons and complaint from the USDC with willful intent to avoid this Court's personal jurisdiction over him and his conduct during the FDIC proceedings to include perpetrating a fraud on the FDIC proceedings/investigation, etc.

v. The Plaintiff's position is "[h]ere, even if we consider nothing but [Craven, Booz and Teal's] sworn admissions, we find a deliberately planned and carefully executed scheme to defraud not only the [FDIC] Office, but the District Court" [also]. **Hazel-Atlas 322 U.S. 245.**

i. The Defendants have submitted the affidavit of Ms. Chestnut to the USDC.

i. Defendants in their response to the Plaintiff's motion for partial summary judgment on the false entry cause of action in an effort to save themselves, in particular to save attorney Defendants Craven and Booz, have submitted an affidavit from Ms. Chestnut, a person that lacks personal knowledge of the Plaintiff's accounts. (96-2)

ii. Prior to September 2010 the Defendants have indicated that they deleted the beneficiary profile at entry 75-15 and that they would not save the account history of the POD and IOLTA at entry number 104 exhibit J. Until September 2010 the Defendants have been silent on the at least two unauthorized loans in the Plaintiff's customer profile along with her IOLTA and other accounts. After September 2010 the Defendants stated as follows:

1. **Destruction of evidence:** Plaintiff wrote to Trustee Defendant BBT on 9/24/2010 disputing the at least two unauthorized loans in her customer profile, etc. The Trustee Defendant BB&T replied on 9/27/2010 stating: **We received your letter disputing two loans reported on your account profile from 7/19/07. According to our records your account profile currently does not reflect these loans.** (Exhibits B and C) (75- 15, 12, 6, 10, B & C) These Defendants have a duty to disclose to the Plaintiff.

2. **Destruction of evidence:** After filing the October 3, 2010 police report, at entry number B a search warrant was sent to Trustee Defendant BB&T. Trustee Defendant BB&T returned the search warrant to the HCPD with zero documents stating: **"We are unable to produce documents as requested. We have no record of accounts with BB&T in reference to the account numbers listed on subpoena."** (Exhibits D, E and F) These Defendants have a duty to disclose to the Plaintiff.

iii. Prior to, during and after the FDIC proceeding/investigation the Defendants with willful intent denied a fiduciary relationship. The Trustee Defendant Teal in her affidavit on 1/21/2011 stated The Plaintiff also maintained an IOLTA at Coastal Federal Bank and this account was converted at the merger to a BBT account number. (75-13; 96-1 at paragraph 13)

iv. Prior to, during and after the FDIC proceeding/investigation the Defendants with willful intent failed to disclose the existence of the at least two unauthorized loans in the Plaintiff's customer profile along with her IOLTA, POD and other accounts. (75-3) The Plaintiff discovered the at least two loans in her customer profile in November 2009. The Trustee Defendant BB&T replied on 9/27/2010 stating: **We**

received your letter disputing two loans reported on your account profile from 7/19/07. According to our records your account profile currently does not reflect these loans. (Exhibits B and C)

v. This case is one of escalating fraud on this Court to include perjury by Ms. Chestnut where with the affidavit of Ms. Chestnut the Defendants seek to create a dispute where none exists where the Defendants have said at entry number 104 exhibit C: **We received your letter disputing two loans reported on your account profile from 7/19/07. According to our records your account profile currently does not reflect these loans. Also,** Defendants have said that they will not call any witnesses at entry number 83-1. Ms. Chestnut has testified to that which, as per entry number 96-2 at paragraph 4, she lacks personal knowledge of. However, at entry number 104 exhibit C, Ms. Alderman, an employee of the Defendant BBT had access to the Plaintiff's customer profile and on 9/27/2010 she wrote: **We received your letter disputing two loans reported on your account profile from 7/19/07. According to our records your account profile currently does not reflect these loans.** The Defendants have provided no contact information on the witness Ms. Chestnut. Also, the Defendants have already committed fraud on the FDIC as described above at fraud upon the FDIC.

vi. The Plaintiff's position is "[h]ere, even if we consider nothing but [Teal, Booz, Craven, and Ms. Chestnut's] sworn admissions, we find a deliberately planned and carefully executed scheme to defraud not only the [FDIC] Office, but the" [District Court also.] Hazel-Atlas **322 U.S. 245.**

j. **Lack of impartiality in USDC:** After the Defendants engaged in fraud upon the FDIC and contemporaneous with the Plaintiff filing the complaint the impartially of the USDC was touched by the ugliness of the Defendants conduct where it is the Court's job is to apply the law to the arguments presented by both sides. The presence of the Defendants motion to dismiss, motion for lack of personal jurisdiction, threat of Rule 11 violation, affidavits and responses to the Plaintiff's motions go to the heart of the Court's job where the arguments of both sides have been tainted by the conduct of the Defendants. Here, these Defendants "deliberately planned and carefully executed [a] scheme to defraud not only the [FDIC] Office, but the [District Court]." By the design of the Defendants conduct the judicial machinery of the Court to include the inappropriate use of the Court's time and the time of the entire staff has been impartially impacted by the conduct of the Defendants

k. **Prejudice and injury:** The Plaintiff has been permanently and materially prejudiced and injured by the conduct of the Defendants in the FDIC proceeding/investigation and the proceeding before this Court where the Defendants have avoided an on site inspection and the evidence thereof, avoided 15 USC 57a(f) and 12 USC 1818, harassed the Plaintiff and to cause

unnecessary delay and needless increase in the cost of litigation as to the unauthorized beneficiary profile and to divert the Plaintiff, the FDIC and the police away from the at least two unauthorized loans in the Plaintiff's customer profile along with her IOLTA, POD, CD, mortgages, car loan and other accounts; and to cause unnecessary delay and needless increase in the cost of litigation as to the at least two unauthorized loans in the Plaintiff's customer profile along with her IOLTA, POD, CD, mortgages, car loan and other accounts.

16. **Plaintiff's motion to dismiss:** The Defendants have made a motion to dismiss the Plaintiff's complaint under FRCP 12(b)(6). The scope of a [C]ourt's review on a motion to dismiss is limited to the allegations of the complaint. **Hughes v. Abell, Civil Action 09-220 (JDB) (DCDC).** The Plaintiff makes a motion to dismiss the Defendants motion to dismiss based on the Defendants fraud upon the FDIC and this Court, destruction of evidence, unclean hands (avoiding 15 USC 57a(f) and 12 USC 1818, avoiding an on site inspection and evidence thereof, unauthorized practice of law (two counts) and aiding and abetting the unauthorized practice of law (two counts), etc.) and failure to list contact information on Ms. Chestnut, etc. where the Defendants have permanently and materially prejudiced and injured the Plaintiff's complaint and the Plaintiff. The Defendants "deliberately planned and carefully executed [a] scheme to defraud not only the [FDIC] Office, but the [District Court]." Hazel-Atlas **322 U.S. 245.** The Defendants should be foreclosed from making any demands on any Court in this matter to include its motion to dismiss, lack of personal jurisdiction and threat of FRCP 11 violation.

17. **Unjust enrichment:** Defendant BB&T on its protected computer inside of the Plaintiff's customer profile: created and profited from an unauthorized beneficiary profile and at least two unauthorized loans where the customer profile also contained the Plaintiff's IOLTA, POD trust, savings account, mortgages, CD, car loan, other accounts. The Defendant BBT accepted and retained the benefit of profits under these circumstances such that it would be inequitable for Defendant BBT to retain the benefit without payment of value.

18. **SC Consumer Protection Code:** The Defendant BBT has violated 37-22-190/37-5-108 where Defendant BBT obtained its security interest in the home of the Plaintiff through false entries that fraudulently concealed the true nature of the transaction, was not in good faith or fair dealing and or that is unconscionable conduct. The Plaintiff refinanced her current mortgage in May 2007. The mortgage application was completed prior to the Plaintiff arriving at the Defendant BBT by Karen Butcher, an employee of Defendant BBT. The mortgage application did not include the at least two unauthorized loans in the Plaintiff's customer profile along with her IOLTA, POD account, savings, mortgage and other accounts; and the Defendants failed to disclose the unauthorized beneficiary profile (joint account) that was connected to the Plaintiff's POD account.

Respectfully submitted,

Cindy B. Hunt

Cindy B. Hunt, Plaintiff
Pro Se
195 D Willow Green Drive
Conway, SC 29526
(843) 488-1131/(843) 347-7230

DATE: February 18, 2011

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Exhibit # 47 entry # 105-1

Lawsuit # 1:

Proposed TAC

39 Pages

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

CINDY B. HUNT,)

Plaintiff,)

vs.)

Branch Banking & Trust Company,)

Danny Fogle, Cathy Lambert,) c/a 4:09-cv-02151-JMC-TER

Kaci Sansbury, Judy Teal,) Amended Complaint

Mark Booz and David Craven) **Jury Trial Requested**

Defendants.)

_____)

In support of this Amended Complaint are the affidavit and the exhibits A-J at entry number 104; affidavit and exhibits 3-25 of entry number 75 and the pleadings.

Jurisdiction and the facts:

(1) The Plaintiff is an attorney. The Plaintiff's Interest on Lawyers Trust Account (IOLTA) was located at the Defendant Branch Banking and Trust Company (hereinafter BB&T) from April 1996 – May 2008 in Conway, Horry County, South Carolina.

(2)The Plaintiff is a fiduciary/settler/trustee of her IOLTA.

(3) The Defendant BB&T and employees/agents were and are a fiduciary/trustee to the IOLTA.

(4)The Plaintiff and the Defendant BB&T and its employees/agents have a fiduciary relationship.

(5) This action arises under the common and statutory laws of South Carolina and under the laws of the United States, hereinafter more fully appears.

(6) The Plaintiff, Cindy B. Hunt, is a United States citizen and resident of the County of Horry, State of South Carolina

1622

(7) The Defendants Danny Fogle, Cathy Lambert and Kaci Sansbury are upon information and belief United States citizens and residents of Horry County, South Carolina. Defendant Judy Teal is upon information and belief a United States citizen and a resident of Florence County, South Carolina. Defendants David Craven and Mark Booz are upon information and belief United States citizens and residents of Winston-Salem, North Carolina.

(8) The Defendant BB&, is a corporation headquartered in Winston-Salem, North Carolina. The branch in question is located at 310 Wright Boulevard, Conway, South Carolina, in Horry County.

(9) The events in question occurred in Horry County, South Carolina.

(10) None of the causes of action in this complaint are subject to arbitration.

(11) At all times applicable that the Plaintiff was the only attorney in her law practice.

(12) Defendant Fogle recommended that the Plaintiff open the POD trust in May 2000 where the Plaintiff named herself trustee and Davis the beneficiary. Defendant Lambert opened the POD trust. (75-3 and 75-4)
(13) Defendant Fogle handled the Davis 9/2004 mortgage application and loan which was approved in about two weeks time where Davis lived in Maryland, had no assets at BB&T, had not assets in SC and their debt to income ratio was insufficient for a mortgage on a 2nd home. (75-6)

(14) The Plaintiff's CD, savings and POD trust deposits from May 2000 – May 2008 exceeded a million dollars.

(15) Plaintiff's 7/19/2007 customer profile shows that the Plaintiff had the following accounts at Defendant BB&T: Checking-Direct Free Interest (savings account); Checking-Interest Checking (POD Trust); Debit Card; **transfer management (an unauthorized loan)**; a closed auto loan; a closed conventional mortgage; an active conventional mortgage; **Portfolio (an unauthorized loan)**; a closed commercial loan; Credit Card and the Plaintiff's **IOLTA**. (75- 10)

(16) On 1/19/2008 Defendant BB&T disclosed the Plaintiffs account balance, etc to Davis when she went to the Bank about being reported to a credit reporting agency (CRA) for a late mortgage payment. (75-12, 15 & 6)

(17) The Plaintiff complained to the Federal Deposit Insurance Corporation (FDIC) on March 24, 2008. An FDIC proceeding/investigation was held from March 24, 2008 – September 2, 2008. (75-3)

1623

(18) According to Defendant Judy Teal in her 4/11/2008 non certified letter to the FDIC the events and 1/19/2008 disclosure to Costella Davis occurred as the result of the Defendant Bank improperly setting up the Plaintiff's POD trust, an account of the Plaintiff's customer profile on Defendant BB&T's protected computer to share an unauthorized beneficiary profile with Costella Davis from May 2000 – about February 2008. Defendant Teal went on to say that the beneficial profile had been deleted. (75- 15) Defendant Teal is not an attorney.

(19) Defendant Teal's letter is the only evidence of a beneficial profile (joint account) where neither Plaintiff nor Davis has ever received any documentation from the trustee Defendant BB&T indicating that the bank was treating the POD as a joint account as a result of the unauthorized beneficiary profile. (75-15 and 6)

(20) On May 19, 2008, after receiving a copy of the 4/11/2008 letter from the FDIC on or about May 11, 2008, the Plaintiff went to the Defendant BB&T to close her POD trust and IOLTA. Defendant Fogle walked the Plaintiff to the door and said in a begging voice: "CB please let it go, please let it go". (75-3 & 17)

(21) Plaintiff hired an attorney in February 2009.

(22) Plaintiff filed a lawsuit in the US District Court in August 2009.

(23) Plaintiff discovered in November 2009 that the printout of the 7/19/2007 customer profile contained at least two unauthorized loans. The Complaint was amended immediately to include the at least two unauthorized loans. (Exhibit D)

(24) Plaintiff wrote to Trustee Defendant BBT on 9/24/2010 disputing the at least two unauthorized loans in her customer profile, etc. The Trustee Defendant BB&T replied on 9/27/2010 stating: We received your letter disputing two loans reported on your account profile from 7/19/07. According to our records your account profile currently does not reflect these loans. (Exhibits B and C)

(25) Davis resides in Maryland. The only account that Davis has ever had at Defendant BB&T is her 9/2004 mortgage. On 9/24/2004 Davis had insufficient assets (as per the mortgage application, etc) to qualify for a mortgage on a second home. (75- 6 & 12)

(26) On 1/19/2008 Defendant Sansbury went into the mortgage portion of the system and was convinced that Davis was the owner of the Plaintiff's POD trust. Defendant Sansbury never did locate the mortgage of Davis. However, six months earlier the 7/19/2007 customer profile of the Plaintiff showed at least two unauthorized loans. After the 1/19/2008 disclosure to Davis by Defendant Sansbury the beneficiary profile as per Defendant Teal was deleted. As to the deletion of the at least two unauthorized loans the trustee Defendant BB&T stated on 9/27/2010: we received your letter disputing two loans reported on your account profile from 7/19/07. According to our records your account profile currently does not reflect these loans. (75- 15, 12, 6, 10, B and C)

(27) Trustee Defendant BB&T failed to provide the Plaintiff with an updated copy of her customer profile as requested on 9/24/2010 via 1st class and certified mail return receipt. (Exhibits B and C)

1624

(28) From at least 5/31/2000 to 9/26/2010 the trustee Defendant BB&T never advised the Plaintiff of the creation, use/profit or deletion of at least two unauthorized loans in her customer profile where the customer profile also contained the Plaintiff's IOLTA, POD trust, savings account, mortgages, CD, car loan, other accounts. (75- 3-25 & A-G)

(29) Instead, during the period of 5/31/2000 to 9/26/2010 the officers of trustee Defendant BB&T, Craven, Teal, Booz and Okay, stated to the Plaintiff that there was **"no claim of fiduciary duty as no fiduciary relationship was ever established with BB&T, no disclosure of financial information to Davis, your account was never wrongfully possessed by another, you have suffered no actionable damages..., and without more, BB&T does not believe it would be fruitful to continue to discuss this matter with you any further. Therefore, BB&T will not necessarily respond to any correspondence or other communications from you."** (75- 13, 15, 19 and A)

(30) Inside of the Plaintiff's customer profile, Defendant BB&T on its protected computer created and profited from at least two unauthorized loans where the customer profile also contained the Plaintiff's IOLTA, POD trust, savings account, mortgages, CD, car loan, other accounts. (75- 10)

(31) SC Code Ann. section 37-20-130 states: A person who learns or reasonably suspects that he is the victim of identity theft may initiate a law enforcement investigation by reporting to a local law enforcement agency that has jurisdiction over his actual legal residence. The law enforcement agency shall take the report, provide the complainant with a copy of the report, and begin an investigation or refer the matter to the law enforcement agency where the crime was committed for an investigation.

(32) As per the above described conduct and law the Plaintiff learned and reasonably suspected that she had been the victim of identity theft. The Plaintiff did two things: (a) amended the complaint to include a cause of action for identity theft (under SC Code Ann. 37-20-110(9) and 16-13-510) where the USDC stated that the statute did not provide for a civil cause of action; and thereafter (b) after disputing the at least two unauthorized loans in a letter to trustee Defendant BB&T on 9/24/2010 the Plaintiff filed a police report on Oct. 3, 2010 with the Horry County Police Department (HCPD). (75- 10, B, C and D)

(33) Also, Defendant BB&T on its website has provided its customers with instructions to follow regarding identity theft. (See exhibit G for full instructions)

> These website instructions include actions to take if you think you've been a victim of Identity Theft to include filing a police report.
>
> After filing the police report a search warrant was sent to Trustee Defendant BB&T. Trustee Defendant BB&T returned the search warrant to the HCPD with zero documents stating: **"We are unable to produce documents as requested. We have no record of accounts with BB&T in reference to the account numbers listed on subpoena."** (Exhibits D, E and F)
>
> The account numbers listed on the search warrant were taken from the 7/19/2007 customer profile. Included in the 7/19/2007 customer profile is the Plaintiff's current mortgage. Trustee Defendant BB&T has not to date notified the Plaintiff that it has no record of her mortgage where the Plaintiff continues to pay this mortgage with its assigned new account number. (75- 10, 11 & E)

1625

(34) Trustee Defendant BB&T has failed to disclose for years these matters to the Plaintiff, to the FDIC and the Police. (75- 2, 10, 13, 15, 19, A, D, E, F and G)

(35) On or about 4/2004 and 4/2008 the trustee Defendant BB&T subjected the POD trust to two improper setoffs where the POD trust was one of the accounts in the Plaintiff's customer profile which also contained the Plaintiff's IOLTA, savings account, mortgages, CD, car loan, other accounts. (75- 5 and 16)

(36) In this matter involving the Plaintiff's IOLTA two attorney Defendants (Booz and Craven) of trustee Defendant BB&T wrote to the FDIC. Attorney Defendant Booz has asserted that the District Court had no personal jurisdiction over him. Attorney Defendant David Craven, the Senior Vice President of Defendant BB&T failed to answer the summons and complaint from the USDC. (75- 23 on page 12; 75- 24 on page 11; SC Code Ann. 62-7-202 & 62-7-201)

(37) Defendant Teal is not an attorney.
(38) The Defendants had a duty to disclose.

A. Breaches of trust and unjust enrichment against Defendant BB&T

Each previous paragraph and exhibits are repeated herein as if verbatim.

(1) That trustee Defendant BB&T and its employees illegally and improperly used the Plaintiff's Interest on Lawyer's Trust Account (IOLTA), POD trust, savings account, mortgages, CD, car loan, other accounts and the Plaintiff's customer profile for the benefit of its own business and or third parties when it did the following: two setoffs, disclosure to Davis; creation, use and deletion of the unauthorized beneficiary profile and the creation, use and deletion of the at least two unauthorized loans and failure to disclose the same in violation of its duties as trustee;

(2) Trustee Defendant BB&T in returning the search warrant with zero documents is protecting specific employee(s) from the possible criminal prosecution of identity theft, false entry, bank fraud, computer fraud, criminal libel, forgery, etc. and is attempting to save itself from the fallout of the same to include punitive damages, etc. and huge fines as described at 12 U.S.C. 1818(i)(2) by the FDIC for each day that these matters went on;

(3) Trustee Defendant BBT has serious conflicts of interest to include but is not limited to returning the search warrant with zero documents;

(4) That under the law the Plaintiff continues to have trust assets of the combined trust at the Defendant BB&T to include but is not limited to the profit and property associated with the unauthorized beneficiary profile; the profit and property associated with the at least two unauthorized loans in the Plaintiff's customer profile; Plaintiff's mortgage and profit; profit made by trustee Defendant BB&T on all accounts of the Plaintiff from 1993 to present time; interest at the legal rate; prejudgment interest; and other assets to be determined after an accounting, etc.;

1626

(5) That Defendant BB&T has and continues to make thousands of dollars in profit were it exceeded the use of, improperly or illegally used the Plaintiff's IOLTA, POD trust, savings account, mortgages, CD, car loan, other accounts, customer profile, etc.;

(6) That, on account of the Defendant BB&T's conduct of exceeding, improperly and or illegally using the IOLTA, POD trust, savings account, mortgages, CD, car loan and other account funds, that Defendant BB&T made a profit that does not belong to it; and that Defendant BB&T committed a constructive fraud and constituted an ex maleficio trust, etc.;

(7) That the Defendant BBT collected the said IOLTA, POD trust, savings account, mortgages, CD, car loan and other account funds;

(8) That, under the law, the Defendant BB&T was required to keep the IOLTA funds separate, keep the IOLTA funds in a state of security, keep the IOLTA funds accessible only to attorneys of the Plaintiff's law practice, not use the IOLTA trust funds for its own business or third parties and not commingle the IOLTA trust funds with its own funds or others; that Defendant BB&T failed to do all of these things, etc.;

(9) That, under the law, the Defendant BB&T was required to keep the POD trust, savings account, mortgages, CD, car loan and other account funds of the Plaintiff not accessible by other customers and not misappropriate the financial resources of the Plaintiff to its own use or the use of a third party; that Defendant BB&T failed to do all of these things, etc.;

(10) That, on account of the Defendant BB&T's conduct of exceeding the use of, improperly using and or illegally using the Plaintiff's IOLTA, POD trust, savings account, mortgages, CD, car loan and other accounts where the Plaintiff had no knowledge of this and never ratified this conduct - the Defendant BB&T has subjected the Plaintiff, an attorney, to financial ruin, criminal prosecution for mortgage loan application fraud, violations of the SC Professional Rules of Conduct to include disbarment, the inability to earn a living (Plaintiff has been unable to sit for the Patent Bar) and public humiliation, all of which continues each day, etc.;

(11) That, on account of the Defendant BB&T exceeding the use of and/or improperly using the Plaintiff's IOLTA, POD trust, savings account, mortgages, CD, car loan & other accounts the trust extends to the combined fund, & also created a lien on the entire mass of the Defendant BB&T assets for the assets of the combined fund, etc.;

(12) That, on account of the Defendant BB&T exceeding the use of and/or improperly using the Plaintiff's IOLTA, POD trust, savings account, mortgages, CD, car loan & other accounts Defendant BBT was unjustly enriched at the expense of the Plaintiff.

1627

(13) That under the law the Plaintiff is entitled to be paid immediately and in full out of the assets of Defendant BB&T and to date the Defendant BB&T has not done so where the Defendant BB&T's entire assets are security;

(14) The Defendants failed to disclose this conduct to the Plaintiff, the FDIC and the police; and

(15) At all times pertinent hereto, the conduct of Trustee Defendant BB&T, as well as that of its agents, servants and/or employees, was malicious, intentional, willful and in reckless disregard for the rights and safety of the IOLTA, the Plaintiff and her other accounts.

See below for relief sought.

B. Breach of Fiduciary Duty against all Defendants:

a. Each previous paragraph and exhibits are repeated herein as if verbatim.

b. Plaintiff and the Defendants have a fiduciary relationship based on the IOLTA and the Plaintiff imposed a special confidence in Defendant BB&T and its employees where the Defendant BB&T has protected computers, two BSA and is a financial institution insured by the FDIC, etc.

c. The Defendants breached its fiduciary duty to the Plaintiff where the Defendants knowingly did through its conduct caused improper access and use of Plaintiff's IOLTA, POD trust, savings account, mortgages, CD, car loan, other accounts, the Plaintiff's customer profile and with held profits when it did the following: two improper setoffs, improper disclosure to Davis, creation, use and deletion of the unauthorized beneficiary profile and the creation, use and deletion of the at least two unauthorized loans.

e. The Defendants knowingly failed to disclose this conduct to the Plaintiff, FDIC and the Police.

f. At all times pertinent hereto, the conduct of Trustee Defendant BB&T, as well as that of its agents, servants and/or employees, was malicious, intentional, and willful and in reckless disregard for the rights and safety of the IOLTA, the Plaintiff and her other accounts.

g. **See below for relief sought.**

C. False Entry under 18 USC § 1005 and 12 U.S.C. § 503 against all individual Defendants:

a. Each previous paragraph and exhibits are repeated herein as if verbatim.

b. Defendant BB&T mailed and hand delivered to the Plaintiff numerous documents, monthly statements and three affidavits.

1628

c. On or about May 31, 2000 the Plaintiff came to the office of the Defendant Lambert to open a POD trust account. At that time Defendants Fogle and Lambert told the Plaintiff that during her life that she and she alone would have access to the monies of the POD trust; and at that time Defendants Fogle and Lambert told the Plaintiff that the monies of the POD trust would only be made available to Davis at her death and at the time of the Plaintiff's death that Davis must provide the Bank with identification of herself and proof of the Plaintiff's death.

d. The Plaintiff read and relied fully on her POD trust signature card, etc. when Cathy Lambert opened the POD trust account on or about May 31, 2000. Danny Fogle was the Branch Manager and the supervisor of Cathy Lambert in May 2000.

e. Defendants Booz, Craven, Sansbury and Teal wrote to the Plaintiff and the FDIC.

f. The Defendants made several false entries in bank statements, letters, in the Plaintiff's POD trust signature card and coastal banker gold benefits, CD, in her customer profile, other statements and letters to third parties, within BB&T computers and in other places regarding the Plaintiff's accounts.

g. These false entries were made intentionally with the intent to injure or defraud **an individual person**, the Plaintiff.

h. These false entries were made intentionally with the intent to deceive the **FDIC** (Janet Kincaid and Lynne Gottesburen).

i. The FDIC (Janet Kincaid and Lynne Gottesburen) read and relied fully on the letters written by Defendants Craven, Booz, Sansbury and Teal to the FDIC.

k. The Plaintiff read and relied in part on the letters written by Defendants Craven, Booz, Sansbury and Teal to her and the FDIC.

l. The Plaintiff read and relied fully on all other statements, letters, BSAs, applications, CD, customer profile, signature card, and pre-merger documents, etc. from the trustee Defendant BB&T and its agents/employees.

m. The Defendants failed to disclose to the Plaintiff that the Plaintiff's customer profile contained an unauthorized beneficiary profile; and at least two unauthorized loans. And the Defendants made numerous false statements and omissions to the Plaintiff, the FDIC and the USDC.

1629

n. Defendants Lambert, Sansbury, Craven, Teal, Fogle and Booz are an officer, director, agent or employee of Defendant BB&T. Defendant Chestnut was an employee of Coastal Federal Bank now Defendant BBT.

o. Defendant BB&T is a Federal Reserve bank, member bank, depository institution holding company, national bank, insured bank, branch or agency of a foreign bank, or organization operating under section 25 or section 25(a) [1] of the Federal Reserve Act.

p. Defendants Chestnut, Lambert, Sansbury, Craven, Teal, Fogle and Booz knowingly violated or permitted agents, officers, or directors of Defendant BB&T, a member bank to violate provisions of sections of 18 USC 1005.

q. An entry may be false if it omits material information. An entry may also be false when it contains a half truth or when it conceals a material fact, and a statement that is technically true may be false if the transaction it reports is a sham or mere formality. Application of 12 CFR 308.7 and *United States v. Harvard, 103 F.3d 412, 417 (5th Cir. 1997)*

r. At all times pertinent hereto, the conduct of Trustee Defendant BB&T, as well as that of its agents, servants and/or employees, was malicious, intentional, and willful and in reckless disregard for the rights and safety of the IOLTA, the Plaintiff and her other accounts.

s. **See below for relief sought.**

D. Defamation/libel per se and or slander per se against Defendant BB&T:

a. Each previous paragraph and exhibits are repeated herein as if verbatim.

b. The Defendant BB&T published the false and unauthorized beneficiary profile in its computers to Davis, Karen Butcher, Defendant Sansbury, Tamara Cannon and others.

c. The Defendant BB&T published the at least two false and unauthorized loans in its computers to Butcher, Cannon and Defendant Sansbury, in the printout of the customer profile to Tamara Cannon dated 7/19/2007, and to others.

d. The Defendant BB&T spoke of the false, unauthorized beneficiary profile and at least two unauthorized loans in its computers to Davis, Karen Butcher, Defendant Sansbury, Tamara Cannon and others.

e. Defendant BB&T excessively and improperly published the unauthorized beneficiary profile and at least two unauthorized loans since the computer entry was available to the staff at large.

f. The publication and or spoken statements to these third persons were not privileged.

g. The Plaintiff is an attorney.

h. Defendant BB&T was at fault for the publication and spoken statements.

1630

i. The libelous publication and spoken statements were made with actual malice where the Defendant BB&T had knowledge of its falsity or reckless disregard of the truth.

j. The libeling continues each day were the Defendant BB&T has refused to accept responsibility for these illegal and improper entries in the Plaintiff's customer profile.

k. At all times pertinent hereto, the conduct of Trustee Defendant BB&T, as well as that of its agents, servants and/or employees, was malicious, intentional, willful and in reckless disregard for the rights and safety of the IOLTA, the Plaintiff and her accounts.

l. **See below for relief sought.**

E. Fraud, constructive fraud and fraud in the inducement against Defendants BB&T, Fogle, Lambert, Booz, Craven and Teal:

a. Each previous paragraph and exhibits are repeated herein as if verbatim.

b. The Plaintiff is still alive.

c. Defendant BB&T mailed and provided the Plaintiff numerous documents and monthly statements. Defendants Booz, Craven and Teal wrote to the Plaintiff and the FDIC.

d. Defendants Fogle and Lambert told the Plaintiff that during her life that she and she alone would have access to the monies of the POD trust.

e. Defendants Fogle and Lambert told the Plaintiff that the monies of the POD trust would only be made available to Davis at her death and at the time of the Plaintiff's death that Davis must provide the Bank with identification of herself and proof of the Plaintiff's death.

f. Defendants made false representations to the Plaintiff and to third parties about the Plaintiff's POD, other accounts and transactions.

g. Defendants knew or should have known that their statements were false.

h. Defendants statements were material in that the IOLTA, POD trust and other accounts should have been handled differently from the way the Defendants in fact treated them where the Defendants said and wrote of one type of treatment and did another to include improper and or illegal treatment of the Plaintiff's accounts.

i. Defendants had knowledge of the falsity of their statements or acted with reckless disregard for the truth;

j. Defendants <u>intended</u> for the Plaintiff, the FDIC and other third parties to act upon their statements

k. Plaintiff was ignorant of the falsity of these statements

l. Plaintiff and other third parties relied on these statements

1631

m. Plaintiff and other third parties had a right to rely on these statements;

n. Defendants made false representations relating to a present or preexisting fact;

o. Defendants intended to deceive the Plaintiff and other third parties;

p. Plaintiff had a right to rely on the representations made to her.

q. Plaintiff has consequent and proximate injury.

r. At all times pertinent hereto, the conduct of Defendant BB&T, as well as that of its agents, servants and/or employees, was malicious, intentional, willful, reckless, and in grossly negligent disregard for federal and state laws and the rights of Plaintiff, the IOLTA and other accounts of the Plaintiff.

s. **See below for relief sought.**

F. Violations of sections 37-20-170 and 37-20-200 of the Consumer Identity Theft Protection by engaging in conduct that is prohibited by 37-20-110 (5, 9, 12 and 15), 130, 160, 170, 180 and 200 against Defendant BB&T:

1. Each previous paragraph and exhibits are repeated herein as if verbatim.

2. At all relevant times, Plaintiff was a "consumer" as that term is defined by 37-20-110 (1).

3. At all relevant times, Defendant was a "Consumer credit-reporting agency" or "consumer reporting agency" as that term is defined by 37-20-110 (2).

4. At all relevant times, Plaintiff's accounts including her customer profile, etc. were a "Consumer report" or "credit report" as that term is defined by 37-20-110 (3).

5. At all relevant times, Defendant was a "person" as that term is defined by 37-20-110 (10).

6. At all relevant times, Plaintiff's "personal identifying information" is as that term is defined by 37-20-110 (11(a)).

7. The Plaintiff's customer profile contained the following personal identifying information:

a. Plaintiff's name, DOB and address

b. Plaintiff's full social security number and drivers license number

c. Financial account numbers for multiple accounts

8. At all relevant times, Plaintiff' "records" are as that term is defined by 37-20-110 (14).

9. At all relevant times "file" is as that term is defined by 37-20-110 (8).

1632

10. At all relevant times "identity theft" is as that term is defined by 37-20-110 (9).

11. Defendants mailed yearly notices (2003 – 2008) to the Plaintiff stating that they were in compliance with the Gramm Leach Bliley ACT (GLBA) when they were not in compliance as per the facts of this case.

12. Trustee Defendant BB&T a credit reporting agency, consumer reporting agency and or other person did:

a. Knowingly, willfully and negligently misuse and improperly access the Plaintiff's IOLTA, POD trust, savings account, mortgages, CD, car loan, other accounts and customer profile to do the following: two improper setoffs, improper disclosure to Davis, create, use and profit from the unauthorized beneficiary profile, create, use and profit from the at least two unauthorized loans, deletion of beneficiary profile and deletion of at least two unauthorized loans.

b. Knowingly, willfully and negligently make an entry in the Plaintiff's credit file that affects the ability of the Plaintiff to obtain and retain credit, employment, business or professional licenses, investment opportunities, or insurance.

c. Knowingly, willfully and negligently return the search warrant to the HCPD with zero documents and interfered with a criminal investigation of identity theft, criminal libel, bank fraud, computer fraud and false entry, etc.

d. Knowingly, willfully and negligently requested zero personal identifying information as defined in Section 16-13-510(D) from Davis prior to disclosing the Plaintiff's account balance, etc.

e. Knowingly, willfully and negligently for eight years (5/2000 – 5/2008) engage in daily and multiple security breaches of incidents of unauthorized access to and acquisition of records or data of the Plaintiff that was not rendered unusable through encryption, redaction, or other methods containing personal identifying information that compromised the security, confidentiality, or integrity of personal identifying information maintained by Defendant BB&T when illegal use of the information has occurred or is reasonably likely to occur or use of the information creates a material risk of harm to the Plaintiff. Defendant BB&T did not make a good faith acquisition of the personal identifying of the Plaintiff's information by an employee or agent.

f. Knowingly, willfully and negligently cause the Plaintiff to need a security freeze. And thereafter deprived the Plaintiff of the ability to timely place a security freeze to protect her personal identifying information and credit worthiness where the Plaintiff has suffered multiple credit card denials for large

1633

purchases since the deletion of the unauthorized beneficiary profile.

g. Knowingly, willfully and negligently cause the Plaintiff to need to dispute several items in her consumer records. And thereafter deprived the Plaintiff of the ability to timely dispute these items and preserve the consumer records.

h. Knowingly, willfully and negligently **did not** within thirty days after receiving the 1/2008 and 9/24/2010 notices of the inaccuracy deny or admit the inaccuracy to the Plaintiff in writing. (75- 13, 15, 19, B & C)

i. Knowingly, willfully and negligently violated the GLBA.

j. Knowingly, willfully and negligently sell, lease, loan, trade, rent, or otherwise intentionally disclose the Plaintiff's social security number or a portion of it containing six digits or more to a third party without written consent to the disclosure from the Plaintiff. Defendant BB&T had no legitimate business or government purpose and was not authorized or specifically permitted by law to do so and there was no imperative for the performance of the Defendant BB&T's duties and responsibilities as prescribed by law.

k. Knowingly, willfully and negligently cause the PLAINTIFF to suffer public humiliation, mental and emotional distress, embarrassment and subjected the Plaintiff to financial ruin, violations of the SC Professional Rules of Conduct to include disbarment, public humiliation and the Plaintiff has been unable to sit for the Patent Bar exam (Defendants have repeatedly threaten a Rule 11 violation), attorney fees (to date $1,328,000.00), etc.

13. In so doing the Defendant BBT did knowingly and willfully and negligently engage in multiple incidents of conduct that is prohibited by 37-20-110 (5, 9, 12 and 15), 130, 160, 170, 180 and 200.

14. At all times pertinent hereto, the conduct of Defendant BB&T, as well as that of its agents, servants and/or employees, was malicious, intentional, willful, reckless, and in grossly negligent disregard for federal and state laws and the rights of Plaintiff, the IOLTA and other accounts of the Plaintiff.

15. See below for relief sought.

1634

G. Violations of sections 15 USC 1681n and 15 USC 1681o of the Consumer Credit Protection by engaging in conduct that is prohibited by 15 U.S.C. §1681 b (a) and (f); 15 U.S.C. §1681 c; 15 U.S.C. §1681c-1,c-2 and 15 U.S.C. §1681 e against Defendant BB&T:

16. At all relevant times, Plaintiff was a "consumer" as that term is defined by 15 U.S.C. §1681a(c).

17. At all relevant times, Defendant BB&T is a "person" as that term is defined by 15 U.S.C. §1681a(b).

18. At all relevant times, Defendant BB&T is a "credit reporting agency" as that term is defined by 15 U.S.C. §1681a(f).

19. At all relevant times a "file" is as that term is defined by 15 U.S.C. §1681a(g).

20. At all relevant times a "consumer report" is as that term is defined by 15 U.S.C. §1681a(d).

21. At all relevant times "identity theft" is as that term is defined by 15 U.S.C. §1681a(q).

22. The Plaintiff's customer profile contained the following personal identifying information:

a. Plaintiff's name, DOB and address

b. Plaintiff's full social security number and drivers license number

c. Financial account numbers for multiple accounts

23. Defendants mailed yearly notices (2003 – 2008) to the Plaintiff stating that they were in compliance with the Gramm Leach Bliley ACT (GLBA) when they were not in compliance as per the facts of this case.

24. Trustee Defendant BB&T a person, as the term is defined by 15 USC 1681a(b) did:

a. Knowingly, willfully and negligently misused and improperly accessed the Plaintiff's IOLTA, POD trust, savings account, mortgages, CD, car loan, other accounts and customer profile in doing the following: two improper setoffs, improper disclosure to Davis, create, use and profit from the unauthorized beneficiary profile; create, use and profit from the at least two unauthorized loans, deletion of beneficiary profile and deletion of at least two unauthorized loans.

b. Knowingly, willfully and negligently furnished the Plaintiff's consumer report under circumstances other than those described at 15 USC 1681b (a) where the Defendant BB&T did not satisfy subsection (c) of 15 USC 1681b.

1635

c. Knowingly, willfully and negligently used and obtained the Plaintiff's consumer report under circumstances other than those described at 15 USC 1681b (f).

d. Knowingly, willfully and negligently allowed the Plaintiff's consumer report to contain adverse items of information as described at 15 USC 1681c(a)(5) where the Defendant BB&T did not satisfy subsection (b) of 15 USC 1681c: an unauthorized beneficiary profile and the at least two unauthorized loans, etc.

e. Knowingly, willfully and negligently did not maintain reasonable procedures designed to avoid violations of 15 USC 1681c and did not limit the furnishing of consumer reports to the purposes listed under 15 USC 1681b as described at 15 USC 1681e(a),(b).

f. Knowingly, willfully and negligently return the search warrant to the HCPD with zero documents and interfered with a criminal investigation of identity theft, criminal libel, bank fraud, computer fraud and false entry, etc.

g. Knowingly, willfully and negligently requested zero personal identifying information as defined in Section 16-13-510(D) from Davis prior to disclosing the Plaintiff's account balance, etc.

h. Knowingly, willfully and negligently for eight years (5/2000 – 5/2008) engage in daily and multiple security breaches of incidents of unauthorized access to and acquisition of records or data of the Plaintiff that was not rendered unusable through encryption, redaction, or other methods containing personal identifying information that compromised the security, confidentiality, or integrity of personal identifying information maintained by Defendant BB&T when illegal use of the information has occurred or is reasonably likely to occur or use of the information creates a material risk of harm to the Plaintiff. Defendant BB&T did not make a good faith acquisition of the personal identifying of the Plaintiff's information by an employee or agent.

i. Knowingly, willfully and negligently cause the Plaintiff to need a security freeze. And thereafter deprived the Plaintiff of the ability to timely place a security freeze to protect her personal identifying information and credit worthiness where the Plaintiff has suffered multiple credit card denials for large purchases since the deletion of the unauthorized beneficiary profile.

j. Knowingly, willfully and negligently cause the Plaintiff to need to dispute several items in her consumer records. And thereafter deprived the Plaintiff of the ability to timely dispute these items and preserve the consumer records.

1636

k. Knowingly, willfully and negligently violated the GLBA.

l. Knowingly, willfully and negligently cause the PLAINTIFF to suffer public humiliation, mental and emotional distress and embarrassment and subjected the Plaintiff to financial ruin, violations of the SC Professional Rules of Conduct to include disbarment, public humiliation and the Plaintiff has been unable to sit for the Patent Bar exam (Defendants have repeatedly threaten a Rule 11 violation), attorney fees (to date $8,000.00), etc.

25. Additionally, the Plaintiff has been damaged, and continues to be damaged, in the following ways:

a. Out of pocket expenses associated with disputing the information only to find the Defendant BB&T has refused to furnish documented evidence that the at least two unauthorized loans have been deleted from the Plaintiff's customer profile.
b. Emotional distress and mental anguish associated with having incorrect derogatory and false personal information transmitted about Plaintiff to other people both known and unknown on the Defendant BB&T computers, hard copy and loan applications;
c. Denial of credit, loans, financing and/or other damages, some known and some not yet known by Plaintiff; and,
d. Decreased credit score which will result in an inability to obtain credit on future loans and or the Plaintiff will have to pay a higher interest rate.

26. In so doing the Defendant BBT did knowingly and willfully and negligently engage in multiple incidents of conduct that is prohibited by 15 USC 1681.

27. At all times pertinent hereto, the conduct of Defendant BB&T, as well as that of its agents, servants and/or employees, was malicious, intentional, willful, reckless, and in grossly negligent disregard for federal and state laws and the rights of Plaintiff, the IOLTA and other accounts of the Plaintiff.

28. See below for relief sought.

H. Conversion against Defendant BB&T:

a. Each previous paragraph and exhibits are repeated herein as if verbatim.

b. The Defendant BB&T continuously for at least eleven years (2000 – 2011) misused, misappropriated, illegally used and or illegally detained the Plaintiff's IOLTA, POD trust, savings account, mortgages, CD, car loan, other accounts, customer profile and with held profits of two improper setoffs ($226.25 & $855.00), disclosure to Davis, Davis mortgage, unauthorized beneficiary profile and at least two unauthorized loans.

c. Defendant BB&T continuously for at least eleven years (2000 – 2011) wrongfully, unlawfully and without authorization, assumed control and

1637

dominion over Plaintiffs' IOLTA, POD trust, savings account, mortgages, CD, car loan, other accounts, customer profile and with held profits of two improper setoffs, disclosure to Davis, Davis mortgage, unauthorized beneficiary profile and at least two unauthorized loans.

d. The Defendant BB&T used the Plaintiffs' IOLTA, POD trust, savings account, mortgages, CD, car loan, other accounts, customer profile and profits to justify extending loans to others.

e. The Defendant BB&T used the Plaintiffs' IOLTA, POD trust, savings account, mortgages, CD, car loan, other accounts, customer profile and profits to show regulatory authorities that the Defendant BB&T's exposure due to default on the unauthorized beneficiary profile and at least two unauthorized loans was replaced by the value of monies/assets held by the Bank that belonged to the Plaintiff.

f. The Defendant BB&T subjected the Plaintiffs' IOLTA, POD trust, savings account, mortgages, CD, car loan, other accounts, customer profile and profits to setoff of the Davis mortgage, the unauthorized beneficiary profile and at least two unauthorized loans.

g. The Defendant BB&T through setoff, etc made the Plaintiffs' IOLTA, accessible by persons that were not employed in the Plaintiff's law firm.

h. On 4/02/2004 Defendant BBT did a setoff against the Plaintiff's POD account for $225.00. (entry number 75-5)

i. The $225.25 check was for legal services provided by the Plaintiff, (75-5) where the Plaintiff had her IOLTA at the defendant BBT from April 1996 – May 19, 2008.

j. The $225.25 check had a memo note of: attorney fee.

k. On 5/02/2008 Defendant BBT did a set off against the Plaintiff's POD account for $855.00. (entry number 75-16 and 75-20 at pages 4 and 5) The Plaintiff demanded the return of the $855.00 and Defendant BBT refused;

l. The $855.00 check was from the SC Office of Indigent Defense and was for legal services provided by the Plaintiff, (75-16) where the Plaintiff had her IOLTA at the defendant BBT from April 1996 – May 19, 2008.

m. The $855.00 check was mailed to the Plaintiff's business address of 1415 3rd Ave. STE 103 Conway, SC. (75-16)

n. The Defendant BBT had two BSA as described at 75-23 and 75-24.

o. The trustee Defendant Teal in her June 27, 2008 letter to the FDIC intentionally and incorrectly directed the FDIC to the BSA for non commercial accounts. (75-21, 75-16 & 75-23 at page 9)

p. The trustee Defendant Teal in her June 27, 2008 letter to the FDIC failed to disclose that the setoff, **if allowed**, should have been made against the IOLTA as per the commercial BSA at entry 75-24 on page 8 at section 15.

1638

q. The trustee Defendant Teal in her June 27, 2008 letter to the FDIC stated that "the bank exercised the right of setoff" against the POD account and intentionally and falsely cited Reference page 10, section 13 of the enclosed Banking Services Agreement as her authority. (75-21)

r. Defendant BBT was unjustly enriched at the expense of the Plaintiff through the improper use of all of her accounts at Defendant BBT.

s. Plaintiff had an absolute and unconditional right to the immediate possession and/or title to the monies and profits of the IOLTA, POD trust, savings account, mortgages, CD, car loan, other accounts, and customer profile including two improper setoffs, disclosure to Davis, Davis mortgage, unauthorized beneficiary profile and at least two unauthorized loans.

t. At all times pertinent hereto, the conduct of Trustee Defendant BB&T, as well as that of its agents, servants and/or employees, was malicious, intentional, and willful and in reckless disregard for the rights and safety of the IOLTA, the Plaintiff and her other accounts.

u. **See below for relief sought.**

I. Computer Fraud under 18 USC 1030 ET FF against all individual Defendants:

a. Each previous paragraph and exhibits are repeated herein as if verbatim.
b. Defendant BB&T is a financial institution with deposits insured by the Federal Deposit Insurance Corporation involved in interstate commerce. All of the individual Defendants were/are employed by Defendant BB&T.
c. Defendants intentionally accessed a computer without authorization or exceeded authorized access.
d. Defendants obtained information contained in a financial record of a financial institution.
e. The conduct involved an interstate or foreign communication;
f. Defendants knowingly and with intent to defraud, accessed a protected computer without authorization, or exceeded authorized access.
g. Defendants by means of such conduct furthered the intended fraud and obtained something of value.
h. Defendants conduct was a threat to public safety.
i. intentionally accesses a protected computer without authorization, and as a result of such conduct, recklessly causes damage;
j. intentionally accesses a protected computer without authorization, and as a result of such conduct, causes damage;

1639

k. Defendants through this conduct caused or attempted to cause a loss to 1 or more persons during any 1-year period aggregating at least $5,000 in value.

l. The Defendants engaged in a taking or withholding of profits, some possession, right, or interest by calculated misstatement or perversion of truth, trickery, deletion of data or other deception against the Plaintiff.

m. Defendant Lambert while using the Defendant BB&T protected computer closed the regular checking account in May 2000 and opened the POD trust account with the unauthorized beneficial profile. Defendant Lambert did add the coastal gold banker benefits to the savings and POD trust accounts.

n. Defendant Sansbury while using the Defendant BB&T protected computer did illegally and without the Plaintiff's consent disclose the account balance, etc. on 1/19/2008.

o. Defendant Teal while using the Defendant BB&T protected computer did delete the unauthorized beneficiary profile in furtherance of the intended fraud, etc.

p. The Defendants did through their conduct on protected computers of Defendant BB&T caused improper detention, access and improper use of Plaintiff's IOLTA, POD trust, savings account, mortgages, CD, car loan, other accounts, the Plaintiff's customer profile and with held profits when it did the following: two improper setoffs, improper disclosure to Davis to include advising Davis that she was the owner of the POD which had a balance of about $29,500, creation, use and deletion of the unauthorized beneficiary profile and the creation, use and deletion of the at least two unauthorized loans.

q. The Plaintiff's has suffered damages and losses in excess of $5,000.00 for any one year.

r. Also, the Plaintiff has spent many hours of valuable time away from day-to-day responsibilities, causing losses well in excess of $5000 for any one year.

s. The Defendants conduct should be criminal.

t. At all times pertinent hereto, the conduct of Trustee Defendant BB&T, as well as that of its agents, servants and/or employees, was malicious, intentional, willful and in reckless disregard for the rights and safety of the IOLTA, the Plaintiff and her accounts.

u. **See below for relief sought.**

J. Violations under 12 USC § 1972 and § 1975 ET FF against Defendant BB&T:

a. Each previous paragraph and exhibits are repeated herein as if verbatim.

b. The Defendant BB&T did through its conduct did violate 12 USC § 1972 and § 1975 by extending credit, leased or sold property to or furnished services to the Plaintiff on the condition or requirement that she provide the Bank with some additional credit, property, or service from such bank other than a loan, discount,

1640

deposit, or trust service: to include the creation and use of the unauthorized beneficiary profile and the creation and use of the at least two unauthorized loans.

c. The Defendant BB&T tied the Davis mortgage to the Plaintiffs accounts through the creation and use of the unauthorized beneficiary profile.

d. The Defendant BB&T tied at least two loans/mortgages to the Plaintiffs accounts through the creation and use of the at least two unauthorized loans.

e. All of the Plaintiff's accounts were subject to setoff, etc. by the Davis mortgage through the creation and use of the unauthorized beneficiary profile. All of the Plaintiff's accounts were subject to setoff, etc. by the two loans/mortgages through the creation and use of the at least two unauthorized loans.

f. The Defendant BB&T reported Davis as late on a mortgage payment to a credit reporting agency.

g. The Plaintiff's accounts included at least four mortgages and car loans were tied to unauthorized loans and unauthorized beneficiary profile.

h. This tying by Defendant BB&T was an unusual banking practices that lead to a lessening of competition or unfair competitive practices.

i. This unusual banking practice by Defendant BB&T brought additional business to the bank including mortgages and loans.

j. The Defendant BB&T failed to disclose this unusual banking practice to the Plaintiff, the FDIC and the police.

k. The Defendant BB&T subjected the Plaintiff to financial ruin, violations of the SC Professional Rules of Conduct to include disbarment, public humiliation and the Plaintiff has been unable to sit for the Patent Bar exam (Defendants have repeatedly threaten a Rule 11 violation) and attorney fees (to date $1,328,000.00), etc.

l. At all times pertinent hereto, the conduct of Trustee Defendant BB&T, as well as that of its agents, servants and/or employees, was malicious, intentional, and willful and in reckless disregard for the rights and safety of the IOLTA, the Plaintiff and her other accounts.

m. **See below for relief sought.**

K. Intentional destruction of Evidence against Defendant BB&T:

a. Each previous paragraph and exhibits are repeated herein as if verbatim.

b. The Defendant BB&T was **intentional** where through its conduct it caused improper access and improper use of Plaintiff's IOLTA, POD trust, savings account, mortgages, CD, car loan and other accounts in the Plaintiff's customer profile, with held profits and deleted the following: creation, use and deletion of the unauthorized beneficiary profile (Davis mortgage); and the creation, use and deletion of the at least two unauthorized loans.

1641

1. **A pending or potential civil action:** The Plaintiff notified Defendant BBT of the improper disclosure to Ms. Davis on 1/22/2008 and requested that their legal department call the Plaintiff. (75-20). On 1/31/2008 Defendant Teal called the Plaintiff.

2. **Knowledge of the spoliator of the pending or potential civil action:** Defendant Teal in her April 11, 2008 letter to the FDIC states from Feb 1, 2008 through March 17, 2008: "I have had numerous conversations with Ms. Hunt."

3. **Intentional and willful destruction of evidence:** Defendant Teal in her affidavit stated that the beneficiary profile giving rise to the disclosure was deleted in early February 2008. (96-1 at paragraph 9)

4. At least two unauthorized entries under loans **were in** the Plaintiff's customer profile along with her IOLTA and other accounts on 7/19/2007. (75-10)

5. **Intentional and willful destruction of evidence:** During the FDIC proceedings **(March 24, 2008 – Sept 2, 2008)** on 5/19/2008, at the time the Plaintiff closed the IOLTA and POD trust account, The Defendant BBT indicated on the exit interview form that it had not saved the account histories of the POD and IOLTA. (exhibit J).

6. **Intentional and willful destruction of evidence:** On 9/27/2010 Defendant BBT wrote: *the **two loans** listed on the 7/19/2007 profile are not currently in your profile.*

7. **Intentional and willful destruction of evidence:** On 10/21/2010 Defendant BBT wrote *"We are unable to produce documents as requested. We have no record of accounts with BB&T in reference to the account numbers listed on subpoena."*

8. **Intentional and willful destruction of evidence:** During the FDIC proceedings **(March 24, 2008 – Sept 2, 2008)** the Defendants have engaged in destruction of evidence, false entries to include falsely stating that there was no fiduciary relationship, unauthorized practice of law, aiding and abetting the unauthorized practice of law, unclean hands, etc. to deprive the Plaintiff of an on site inspection and evidence thereof.

9. Ms. Chestnut wrote in an affidavit on 1/20/2011 that the at least two unauthorized loans were not loans but were internal mechanisms and groupings.

10. Defendant Teal wrote in an affidavit on 1/21/2011 that the unauthorized beneficiary profile for Ms. Davis was in one paragraph an unauthorized beneficiary profile and in the next paragraph not an unauthorized beneficiary profile. (See 96-1, 12 CFR 308.7(b)(1) & motion for sanctions FRCP 56 (h))

c. At all times pertinent hereto, the conduct of Trustee Defendant BB&T, as well as that of its agents, servants and/or employees, was malicious, intentional, and willful and in reckless disregard for the rights and safety of the IOLTA, the Plaintiff and her other accounts.

1642

d. The Plaintiff request dismissal of Defendants motion to dismiss; judgment by default against the Defendants with attorney's fees and costs. **And See below for other relief sought.**

L. Unclean hands (unauthorized practice of law (two counts), aiding and abetting the unauthorized practice of law (two counts), Violation of 12 CFR 308.7, etc.); fraud upon the FDIC and fraud upon the USDC against all Defendants:

1. Each previous paragraph and exhibits are repeated herein as if verbatim.
2. Defendants Craven and Booz are attorneys and officers of the Court.
3. The Plaintiff complained to the Federal Deposit Insurance Corporation (FDIC) on March 24, 2008 and June 6, 2008 requesting an investigation and an on site inspection. (75-14 & 75-20) An FDIC proceeding/investigation was held from March 24, 2008 – September 2, 2008. (15 USC 57a(f) and 12 CFR 308).

    a. The FDIC received the Plaintiff's complaint in this matter on March 24, 2008.

    b. After the Plaintiff complained to the FDIC the FDIC wrote to Defendant BBT (Ms. Nye in North Carolina) on Marc 28, 2008 at entry number 104 exhibit H. Defendant BBT had Defendant Teal of South Carolina respond to the FDIC. Defendant Teal wrote to the FDIC on 4/11/2008.

    c. With their signatures Defendants Craven, Booz and Teal intentionally certified to the FDIC that they were attorneys, that their letters were written after the issuance date and to the FDIC, that they engaged in a reasonable inquiry and that their letters contained well grounded fact. 12 CFR 308.7

        i. Defendant Teal mailed Defendant Craven's letter dated 3/10/2008 to the FDIC along with her certified April 11, 2008 to the FDIC.

        ii. Defendant Craven's letter dated 3/10/2008 stated that a fiduciary relationship had never been established with the Defendant BBT and the Plaintiff. The Plaintiff had her IOLTA at Defendant BBT: 4/1996 – 5/2008.

        iii. According to Defendant Teal in her certified 4/11/2008 letter to the FDIC the events of the 1/19/2008 disclosure to Costella Davis occurred as the result of the Defendant Bank BBT/CFB improperly setting up the Plaintiff's POD trust.

        iv. Defendant Teal in her certified letter to the FDIC said that it was the procedure of the Defendant BBT/CFB to set up the POD trust account with a customer profile for the owner and a customer profile for the beneficiary.

1643

v. The Plaintiff had her POD trust at Defendant BB&T from May 2000 – May 2008.

vi. Defendant Teal in her 4/11/2008 certified letter instructed the FDIC to see the enclosed letter from counsel (Defendant Craven).

vii. The Defendants at entry number 36 on 3/2/2010 stated that Defendant Teal's April 11, 2008 letter to the FDIC was unauthenticated.

viii. Defendant Teal is not an attorney as is required at 12 CFR 308.7. And the April 11, 2008 letter of Defendant Teal to the FDIC is not certified.

ix. Defendant Teal went on to say in her 4/11/2008 letter that the beneficial profile had been deleted. (75- 15)

d. Defendant Craven is the senior vice president, division general counsel for Defendant BBT. Defendant Craven wrote a letter to the Plaintiff on 3/10/2008. This 3/10/2008 letter was written before the date of issuance. Defendant Craven copied his 3/10 letter to Defendant Teal and she faxed it to the Plaintiff and sent it to the FDIC.

i. Defendant Craven with willful intent falsely stated that the Plaintiff and Defendants never had a fiduciary relationship. (75-13) The Plaintiff had her IOLTA at Defendant BBT: 4/96 – 5/2008. (75-3)

ii. Defendant Craven with willful intent falsely stated that Defendant Sansbury did not disclose financial information about the Plaintiff's POD account to Ms. Davis. (75-13) Ms. Davis stated in her affidavit that Defendant Sansbury disclosed the balance of the Plaintiff's POD account on 1/19/2008. (75-12 & 75-25 paragraph one)

iii. The certified 3/10/2008 letter of Defendant Craven was in violation of 12 CFR 308.7 where it was written prior to the issuance date, addressed to the Plaintiff and contained perjury and aided and abetted the unauthorized practice of law by Defendant Teal, a non attorney.

e. On May 8, 2008 the FDIC's judicial machinery made a very limited finding of a GLBA violation. The GLBA finding and language as stated in the May 8, 2008 letter from the FDIC to the Plaintiff is taken from the first paragraph of the pre issuance non certified 3/10/2008 letter of Defendant Craven.

f. On May 8, 2008 at entry 75-18 the FDIC wrote to Defendant BBT (Ms. Nye). Defendant Booz in his 5/15/2008 letter at entry number 75-19 responded to the FDIC's letter dated May 8, 2008 at entry 75-18.

1644

i. The Defendant Booz with willful intent provided false testimony to the FDIC when he directed the FDIC to re-examine the April 11, 2008 letter of Defendant Teal, a non attorney.

ii. The good faith certification of 12 CFR 308.7 required Defendant Booz to do a **reasonable inquiry** of the events of the 1/19/2008 disclosure to Davis where all the parties involved lives in SC (Davis lives in MD).

iii. Defendant Booz failed to disclose to the FDIC and this Court that the Plaintiff and Defendants had a fiduciary relationship. (75-1, 75-15, 75-21 & Cf. 96-1 at paragraph 13) The Plaintiff had her IOLTA at Defendant BBT: 4/96 – 5/2008.

iv. Defendant Booz failed to disclose to the FDIC and the Plaintiff that Defendant Teal was not an attorney.

v. Defendant Booz copied Defendant Teal of South Carolina on his 5/15/2008 letter to the FDIC.

g. In addition to appealing the May 8, 2008 finding of the FDIC the Plaintiff also made a second complaint to the FDIC. The second complaint involved a business check at entry number 75-16 from the South Carolina Office of Indigent Defense (SCOID). The check was for legal services and mailed to the Plaintiff's business address. The Plaintiff cashed the check at Defendant BBT. The SCOID stopped payment on the check in error.

h. The Plaintiff had her IOLTA at Defendant BBT from April 1996 thru May 19, 2008. The Plaintiff cashed a check she received for legal services at Defendant BBT for in late April 2008 for $855.00. A stop payment was placed on the check. Defendant BBT setoff the $855.00 check against the POD account number as listed at 75-16. The Plaintiff demanded the return of the $855.00. Defendant BBT refused and faxed the Plaintiff a copy of the page from the "applicable" BSA.

i. The Plaintiff complained about the setoff to the FDIC. Defendant Teal responded to the FDIC on behalf of Defendant BBT on 6/27/2008 to the complaint involving the $855.00 check setoff. Defendant Teal is not an attorney as is required at 12 CFR 308.7.

ii. Defendant Teal's entire June 27, 2008 letter to the FDIC is a perjury where with willful intent she provided false testimony that she was an attorney in submitting her June 27, 2008 letter to the FDIC in violation of 12 CFR 308.7.

i. Defendant Teal's June 27, 2008 "certified" letter steered the FDIC and the Plaintiff to the POD account and away from the IOLTA. On August 7, 2008 the FDIC's judicial machinery made a finding based on the 6/27/2008

1645

response from non attorney Defendant Teal of contractual dispute (we can not help you) as to the June 6, 2008 letter of complaint.

j. The plaintiff asserts that the relief sought by the Defendants in the FDIC proceedings was a finding of no violations whatsoever, avoidance of 12 USC 1818 and to generate no usable evidence for use in subsequent proceedings.

k. The Defendants denied the disclose of financial information to Davis; and denied the existence of a fiduciary relationship with the Plaintiff (the Plaintiff had her IOLTA at Defendant BBT from 4/1996-5/2008) and in denying the fiduciary relationship the Defendants avoided 12 USC 1818 where the Defendant BBT continues to be a member of the FDIC and the Defendants at entry number 100 at paragraph 7 state that nay formal proceeding was had; and the FDIC made a very limited finding of GLBA violation where the FDIC said we will put a letter in their file.

l. As to usable evidence see the "story" told by non attorney Defendant Teal in her April 11, 2008 letter to the FDIC at entry number 75-15 and compare this to the "story" told at her affidavit at 96-1.

m. Defendants failed to disclose the at least two unauthorized loans in the Plaintiff's profile along with her IOLTA, POD and other accounts. As per the affidavit of Ms. Chestnut at 96-2, who lacks personal knowledge of the Plaintiff's accounts states that as per her attached unsworn exhibit the loans were not loans but are internal mechanisms and grouped accounts.

4. **Closed:** The FDIC proceedings/investigation was closed on September 2, 2008.

5. The proceedings in the USDC were commenced with the filing of the complaint on 08/13/2009.

a. The following have been submitted to this Court on behalf of the Defendants for relief: (1) a motion to dismiss under FRCP 12 (b)(6) and 12 (b)(2) with a threat of a FRCP 11 violation (20 & 41); (2) affidavit of Defendant Booz in support of the 12 (b)(2) at entry number 20-2; (3) through the affidavit of Defendant Booz came all four of the letters submitted in the FDIC proceeding; (4) affidavit of attorney Licata to avoid serve of the summons and complaint of Defendant Craven (69-2); (5) affidavit of Defendant Teal (96-1); (6) affidavit of Ms. Chestnut (96-2); (7) FRCP 26(f) documents at entry number 83 and (8) their responses to Plaintiff's motions. Through these submissions the Defendants have engaged the judicial machinery of this Court.

b. The relief sought by the Defendants in this USDC is directly related to their misconduct including failure to disclose during the FDIC proceedings/ investigation of unclean hands (unauthorized practice of law (two counts),

1646

aiding and abetting the unauthorized practice of law (two counts)), violation of 12 CFR 308.7, etc.; and fraud upon the FDIC.

c. The Defendants submitted the affidavit of attorney Defendant Booz to this USDC at entry number 20-2 in support of their position that the Court lacked personal jurisdiction over Defendant Booz. The 10/27/2009 affidavit of Defendant Booz to this Court incorporated by reference his May 15, 2008 letter to the FDIC (see paragraph 6 of entry number 20-2).

    i. The 10/27/2009 affidavit of Trustee Defendant Booz to avoid personal jurisdiction states that he had no contact or communication with any person located in SC...

        1. Defendant Booz fabricated evidence in his affidavit as to where he got the April 11, 2008 letter of Defendant Teal to which he mentioned in the second line of his 5/15/2008 letter to the FDIC as follows:

        2. In the 10/27/2009 affidavit at entry 20-2 paragraph 3 trustee attorney Defendant Booz states: In the course of preparation and transmittal of the letter I had no contact with the Plaintiff in this matter, her accounts or otherwise with the state of South Carolina. The correspondence to which I was responding was presumably forwarded from Ms. Kincaid in Kansas City, Missouri ...

        3. The May 8, 2008 letter at entry number 75-18 (to which Defendant Booz responded) from Ms. Kincaid of the FDIC to Ms. Nye of Defendant BBT had no enclosures. Defendant Booz in the second line of 5/15/2008 letter to the FDIC requests that the FDIC re-examine the April 11, 2008 letter of Defendant Teal, a non attorney.

        4. Also, Defendant Booz copied his 5/15/2008 letter to the FDIC to Defendant Teal of Florence, South Carolina.

d. Defendant Teal's April 11, 2008 letter to the FDIC directed the FDIC to see the enclosed March 10, 2008 letter of counsel (Defendant Craven). (20-2, 75-19, 75-15 and 75-13).

e. Trustee Attorney Defendant Mark Booz is the senior vice president, litigation practice group manager of Defendant BBT, a position of trust. Attorney Defendant Booz with willful intent provided false testimony when he asserted that the District Court lacked personal jurisdiction over him in his affidavit at entry 20-2.

    i. The Court already had personal jurisdiction over Defendant Booz at entry numbers 75- 23 on page 12 and 75- 24 on page 11.

    ii. The Court already had personal jurisdiction over Defendant Booz because this matter involved the Plaintiff's IOLTA.

1647

iii. The May 15, 2008 letter (75-19) to the FDIC was required to satisfy the good faith certification of 12 CFR 308.7.

iv. Defendant Booz in his May 15, 2008 letter certified that his letter was based on a reasonable inquiry of the South Carolina events surrounding the 1/19/2008 disclosure to Davis in Conway, South Carolina. (75-14, 75-12 and 12 CFR 308.7) Defendant Booz in his May 15, 2008 letter directed the FDIC to re-examine the letter of Defendant Teal of April 11, 2008, **a non attorney** where he copied his letter to Defendant Teal on Florence, SC.

v. Defendant Booz in his 10/27/2009 affidavit to the USDC to avoid personal jurisdiction over him swore that: **he had no contact or communication with any person located in SC.** (20-2)

vi. Defendant Booz in his affidavit provided false testimony with the willful intent to avoid this Court's personal jurisdiction over him; and his conduct during the FDIC proceedings which included perpetrating a fraud on the FDIC proceedings/investigation and aided and abetted the unauthorized practice of law, etc.

vii. Previously the Plaintiff submitted to the USDC a motion for sanctions under FRCP 56(h) as to the trustee attorney Defendant Booz's affidavit in support of his motion for lack of personal jurisdiction. At entry number 61 this Court denied the request for sanctions against Defendant Booz.

f. **Trustee Defendant Teal**, Regional Branch Operations Manager, Senior Vice President of Defendant BB&T is a person in a position of trust. The Defendants have submitted to the USDC an affidavit from Defendant Teal at entry number 96-1. The Defendants have also submitted through the affidavit of Defendant Booz the two non certified letters that Defendant Teal used as described above to perpetrate a fraud on the FDIC.

i. The "certified story" told by non attorney Defendant Teal in her April 11, 2008 letter to the FDIC at entry number 75-15 "can be explained" as is shown by her affidavit at 96-1;

ii. Defendant Teal's affidavit to this USDC should be barred from these proceedings where during the FDIC proceedings she submitted two letters (April 11, 2008 & June 27, 2008) that were required to be written by an attorney at 12 CFR 308.7. Defendant Teal is not an attorney. Defendant Teal has engaged in the unauthorized practice of law (two counts).

iii. The Defendants at entry number 36 on 3/2/2010 stated that Defendant Teal's April 11, 2008 letter to the FDIC was unauthenticated.

iv. Defendant Teal sent Defendant Craven's letter to the FDIC along with her letter to the FDIC on April 11, 2008 where Defendant Craven copied Defendant Teal on his 3/10/2008 letter to the Plaintiff. Defendant Craven has aided and abetted the unauthorized practice of law.

1648

v. Defendant Booz directed the FDIC to re-examine the April 11, 2008 letter of Defendant Teal, a non attorney. Defendant Booz copied his 5/15/2008 letter to the FDIC to Defendant Teal. Defendant Booz has aided and abetted the unauthorized practice of law.

g. Trustee Attorney Defendant David Craven, the Senior Vice President of Defendant BB&T. The Defendants have submitted, through the affidavit of Defendant Booz, the certified letter of Defendant Craven as described above that was used to perpetrate a fraud on the FDIC.

i. Defendant Craven in his pre issuance letter dated 3/10/2008 told the FDIC that no fiduciary relationship had ever been established between the Defendant BBT and the Plaintiff, etc. (75-13) The Plaintiff had her IOLTA at Defendant BBT from 4/1996 – 5/2008. (75-3)

ii. Defendant Craven's letter containing the denial of "no fiduciary relationship" was delivered by Defendant Teal in the same envelope as her letter at entry number 75-15 to the FDIC.

iii. A change from denial of the fiduciary relationship to the admission of the existence of the IOLTA was delivered by Defendant Teal to this Court as is shown by her affidavit at entry number 96-1 at paragraph 13.

iv. Defendant Craven failed to answer the summons and complaint from the USDC with willful intent to avoid this Court's personal jurisdiction over him; and to avoid his conduct during the FDIC proceedings to include perpetrating a fraud on the FDIC proceedings/investigation and aiding and abetting the unauthorized practice of law, etc.

h. The Defendants have submitted the affidavit of Ms. Chestnut to the USDC to avoid the liability of the at least two loans in the Plaintiff's customer profile along with her IOLTA, POD and other accounts. Ms. Chestnut's testimony is false as shown below.

i. Until September 2010 the Defendants have been silent on the at least two unauthorized loans in the Plaintiff's customer profile along with her IOLTA and other accounts. After September 2010 the Defendants stated as follows:

1. The Trustee Defendant BB&T replied on 9/27/2010 stating: **We received your letter disputing two loans reported on your account profile from 7/19/07. According to our records your account profile currently does not reflect these loans.**

2. Trustee Defendant BB&T returned the search warrant to the HCPD with zero documents stating: **"We are unable to produce documents as requested. We have no record of accounts with BB&T in reference to the account numbers listed on subpoena."**

1649

ii. Prior to, during and after the FDIC proceeding/investigation the Defendants with willful intent denied a fiduciary relationship. The Trustee Defendant Teal in her affidavit on 1/21/2011 stated The Plaintiff also maintained an IOLTA at Coastal Federal Bank and this account was converted at the merger to a BBT account number. (75-13; 96-1 at paragraph 13)

iii. Prior to, during and after the FDIC proceeding/investigation the Defendants with willful intent failed to disclose the existence of the at least two unauthorized loans in the Plaintiff's customer profile along with her IOLTA, POD and other accounts. (75-3) The Plaintiff discovered the at least two loans in her customer profile in November 2009.

iv. Defendants have said that they will not call any witnesses at entry number 83-1. Ms. Chestnut has testified to that which, as per entry number 96-2 at paragraph 4, she lacks personal knowledge of. The Defendants have provided no contact information on the witness Ms. Chestnut.

i. Previously the amended the complaint included a cause of action for identity theft (under SC Code Ann. 37-20-110(9) and 16-13-510) for the two unauthorized loans in the Plaintiff's customer profile along with her IOLTA, POD and other accounts. The Defendants objected to this cause of action where the USDC ruled that the statute (16-13-510) did not provide for a private cause of action at entry number 37. The Complaint was subsequently amended to exclude this cause of action.

j. After disputing the at least two unauthorized loans in a letter to trustee Defendant BB&T on 9/24/2010 the Plaintiff filed a police report on Oct. 3, 2010 with the Horry County Police Department (HCPD). (75-10; B, C and D)

k. Defendant BBT refused to cooperate with the HCPD. Trustee Defendant BB&T returned the search warrant to the HCPD with zero documents stating: "We are unable to produce documents as requested. We have no record of accounts with BB&T in reference to the account numbers listed on subpoena."

l. By the design of the Defendants conduct the judicial machinery of the Court to include the inappropriate use of the Court's time and the time of the entire staff has been impartially impacted by the conduct of the Defendants to include to date two orders issued by the Court at entries numbered 37 and 61; and the general administration of this case.

m. The Plaintiff has been permanently and materially prejudiced and injured by the conduct of the Defendants in the FDIC proceeding/investigation and the proceeding before this Court where the Defendants have avoided an on site inspection and the evidence thereof, avoided 15 USC 57a(f) and 12 USC 1818, avoided investigation by the HCPD, harassed the Plaintiff and to cause unnecessary delay and needless increase in the cost of litigation as to the unauthorized beneficiary profile and to divert the Plaintiff, the FDIC and the police away from the at least two unauthorized loans in the Plaintiff's customer profile along with her IOLTA, POD, CD, mortgages, car loan and other accounts; and to cause unnecessary delay and needless increase in the cost of

1650

litigation as to the at least two unauthorized loans in the Plaintiff's customer profile along with her IOLTA, POD, CD, mortgages, car loan and other accounts.

6. The Defendant BB&T subjected the Plaintiff to financial ruin, violations of the SC Professional Rules of Conduct to include disbarment, public humiliation and the Plaintiff has been unable to sit for the Patent Bar exam (Defendants have repeatedly threaten a Rule 11 violation) and the Plaintiff has suffered a loss of POD benefits, needless increase in the time and cost of litigation where the attorney fees to date are: $1, 328,000.00 and she was deprived of an on site inspection from the FDIC and the evidence thereof, etc.

7. At all times pertinent hereto, the conduct of Trustee Defendant BB&T, as well as that of its agents, servants and/or employees, was malicious, intentional, and willful and in reckless disregard for the rights and safety of the IOLTA, the Plaintiff and her other accounts.

8. Relief sought by the Plaintiff: Quiet Title of mortgage; an accounting; recession of all loans (2000-present); dismissal of Defendant's motion to dismiss; judgment (based on most recently submitted amended complaint) by default, etc. against the Defendants with attorney's fees and costs; and punitive damages. **And See below for other relief sought by Plaintiff.**

M. Quiet Title to mortgage for Plaintiff's home against Defendant BB&T:

a. Each previous paragraph and exhibits are repeated herein as if verbatim.

b. The Plaintiff refinanced her current mortgage in May 2007.

c. Defendant BBT obtained its security interest in the home of the Plaintiff through false entries that fraudulently concealed the true nature of the transaction and or unconscionable conduct.

d. The mortgage application was completed prior to the Plaintiff arriving at the Defendant BBT by Karen Butcher, an employee of Defendant BBT.

e. The mortgage application did not include the at least two unauthorized loans in the Plaintiff's customer profile along with her IOLTA, POD account, savings, mortgage and other accounts; and the Defendants failed to disclose the unauthorized beneficiary profile (joint account) that was connected to the Plaintiff's POD account.

f. The Plaintiff had her IOLTA at the Defendant BBT from April 1996 thru May 19, 2008.

g. The Plaintiff's May 2007 mortgage application does not list the two unauthorized loans: transfer management and portfolio. The 7/19/2007 customer profile list two unauthorized loans: transfer management and portfolio.

h. The Plaintiff alleges that these facts constitute mortgage application fraud, identity theft, etc. involving the Plaintiff, an attorney, her IOLTA and other accounts.

i. The Defendants Craven, Teal, Sansbury and Booz failed to disclose to the FDIC that the Plaintiff's customer profile contained two unauthorized loans along with her IOLTA and other accounts.

1651

j. Defendant Craven stated in his March 10, 2008 letter that was sent to the FDIC by Defendant Teal: "no fiduciary relationship was ever established with Defendant BB&T" and the Plaintiff.

k. The Defendants have not allowed the Horry County Police Department to investigate so that the appropriate person could be charged with identity theft, etc. for using the Plaintiff's financial resources for the use of some third party.

l. The Defendants had the opportunity within thirty days of the Plaintiff disputing the at least two unauthorized loans to deny and explain the two unauthorized loans. They did not. (37-20-170 & exhibits B/C)

m. Defendant Teal did not mention the Plaintiff's mortgage in her affidavit at entry number 96-1 when she listed the accounts of the Plaintiff. And attorney Licata states at entry number 97 in footnote one that all of the Plaintiff's accounts were closed in early 2009. Yet, Defendant BBT on or about January 15, 2011 mailed to the Plaintiff IRS form 1098 for the interest paid on her mortgage for the tax year 2010. The Defendant BB&T continues to subject the Plaintiff, an attorney, to criminal prosecution for mortgage loan application fraud.

n. The Defendant BB&T has subjected the Plaintiff, an attorney, to violations of the SC Professional Rules of Conduct for mortgage loan application fraud where the two unauthorized loans in the Plaintiff's customer profile were not listed on the mortgage application; and the at least two unauthorized loans were in the customer profile along with her IOLTA and other accounts.

o. **Loans:** The Plaintiff disputed the entries "transfer management" and "portfolio" in her customer profile in a 9/24/2010 letter of dispute to the Defendants. The Defendants response in there 9/27/2010 letter was: *the two loans listed on the 7/19/2007 profile are not currently in your profile.* (B/C). **The Plaintiff read and relied on this statement from Defendant BBT.**

p. The Defendants have been very uncooperative in the prosecution of the party responsible for using the Plaintiff's financial resources for the at least two unauthorized loans.

q. Defendant Teal delivered Defendant Craven's 3/10/2008 letter to the FDIC that stated no fiduciary relationship. Almost three years later Defendant Teal at entry number 96-1 at paragraph 13 now comes stating that the Plaintiff had her IOLTA at Defendant BBT.

r. At all times pertinent hereto, the conduct of Trustee Defendant BB&T, as well as that of its agents, servants and/or employees, was malicious, intentional, and willful and in reckless disregard for the rights and safety of the IOLTA, the Plaintiff and her other accounts.

s. **The Plaintiff is current on her mortgage payments.**

t. **See below for relief sought.**

1652

N. Violations of SC Code Ann. sections 62-6-101 thru 62-6-113, 62-7-1001(a) and § 39-5-10 to 560 (UNFAIR TRADE PRACTICES), etc. against Defendant BB&T:

a. Each previous paragraph and exhibits are repeated herein as if verbatim.

b. **The Defendants through false entries; unauthorized practice of law, aiding, abetting the unauthorized practice of law, destruction of evidence, fraud upon the FDIC, fraud upon the Court, etc. has avoided application of 15 USC 57a(f) and 12 USC 1818.**

c. The Defendant BB&T engaged in an unfair or deceptive act in the conduct of trade or commerce;

d. The unfair or deceptive act affected public interest; Defendant BBT is a Bank.

e. The practice by Defendant BB&T was a willful or knowing violation of S.C. Code Ann. Sec. 39-5-10 (1976) et seq.

f. The Plaintiff suffered monetary or property loss as a result of the defendant's unfair or deceptive act(s);

(1) The Plaintiff closed her regular checking account in May 2000 to open the POD trust at the recommendation of Defendant Fogle.

(2) The regular checking account (1995-2000) had coastal gold benefits in excess of $150,000.00. (75-3 & 75-4)

(3) The Plaintiff converted the savings to the POD trust in May 2000 at the recommendation of Defendant Fogle. The Plaintiff named herself the trustee and Davis the beneficiary.

(4) The Plaintiff closed her savings account in March 2008; and she closed the POD trust and IOLTA in May 2008.

(5) The Defendant BB&T website on Identity Fraud refers its customers to the FTC website. (Exhibit G)

(6) Closure of an account is recommended by the Federal Trade Commission's (FTC) website if identity theft is suspected. (Exhibit G)

(7) The Plaintiff customer profile at Defendant BB&T had an unauthorized beneficiary profile (2000-2008) and at least two unauthorized loans. (75-15 & 75-10)

(8) The POD Trust account (2000-2008) had coastal gold benefits in excess of $150,000.00. (75-10) The Plaintiff loss these benefits when she was forced to close this account by the Defendants.

(9) The Defendant BB&T yearly (2003-2008) mailed the Plaintiff statements stating that they were in compliance with the GLBA.

(10) The Defendant BB&T had a duty to disclose.

(11) The facts of this case demonstrate that the Defendant BB&T repeatedly engaged in unfair or deceptive practices prior to the FDIC proceeding, during the FDIC proceeding and after the law suit was filed in the USDC.

(12) The Defendant BB&T has two BSAs that state how the Defendants are to treat all of the Plaintiffs accounts. None of the Plaintiff's accounts were treated as per the BSA.

(13) Defendant Judy Teal stated that the POD trust was set up with a beneficiary profile for Ms. Davis at the inception in 2000. (75-15)

1653

(14) Davis stated in writing twice in 2004 that she had no prior accounts at Defendant BB&T. (75-6)
(15) The Defendants did not follow the SC Probate Code when they failed to treated the account as a POD Trust. This conduct continued every time the Plaintiff and or Davis made a transaction with the account.
(16) Defendant BB&T is engaged in businesses that affect public interest.
(17) This inappropriate conduct came to the attention of the Plaintiff on 1/19/2008 when the Defendant Sansbury revealed private account information to the beneficiary of the POD account (Davis) while the trustee (Plaintiff) was still alive. Sansbury did not ask Davis for any identification.
(18) The Plaintiff has attorney fees to date: $1,328,000.00.

(19) The Defendants misconduct was made for an improper purpose to include harassing the Plaintiff and to cause unnecessary delay and needless increase in the cost of litigation and to divert the Plaintiff, the FDIC and the police away from the at least two unauthorized loans in the Plaintiff's customer profile along with her IOLTA, POD, CD, mortgages, car loan and other accounts.

(20) The Defendant BB&T did through its conduct caused improper access and improper use of Plaintiff's IOLTA, POD trust, savings account, mortgages, CD, car loan, other accounts and the Plaintiff's customer profile; and with held profits when it did the following: two improper setoffs, improper disclosure to Davis, creation, use and deletion of the unauthorized beneficiary profile and the creation, use and deletion of the at least two unauthorized loans.

g. At all times pertinent hereto, the conduct of Trustee Defendant BB&T, as well as that of its agents, servants and/or employees, was malicious, intentional, and willful and in reckless disregard for the rights and safety of the IOLTA, the Plaintiff and her other accounts.

h. **See below for relief sought.**

O. Negligence, negligence per se and gross negligence where conduct violated trust law, fiduciary law, common law, federal law and SC State law to include SC Code Ann. sections 62-6-101 thru 62-6-113, 62-7-1001(a), 12 USC 1972 et ff and § 39-5-10 to 560, etc against Defendant BB&T:

a. Each previous paragraph and exhibits are repeated herein as if verbatim.
b. The Defendant BB&T owed the Plaintiff a duty of care;
c. The Defendant BB&T breached its duty of care to the Plaintiff;
d. The Defendant BB&T failed to exercise slight care;
e. The Plaintiff has damages resulting from the breaches of duty and

1654

f. The Defendant BB&T was negligent, negligent per se and grossly negligent where through its conduct caused improper access and improper use of Plaintiff's IOLTA, POD trust, savings account, mortgages, CD, car loan, other accounts, the Plaintiff's customer profile and with held profits when it did the following: two improper setoffs, improper disclosure to Davis, creation, use and deletion of the unauthorized beneficiary profile and the creation, use and deletion of the at least two unauthorized loans.

g. At all times pertinent hereto, the conduct of Trustee Defendant BB&T, as well as that of its agents, servants and/or employees, was malicious, intentional, and willful and in reckless disregard for the rights and safety of the IOLTA, the Plaintiff and her other accounts.

h. **See below for relief sought.**

P. Unjust enrichment against Defendant BBT:

a. Each previous paragraph and exhibits are repeated herein as if verbatim.

b. Defendant BB&T on its protected computer inside of the Plaintiff's customer profile: created and profited from an unauthorized beneficiary profile (Davis mortgage) and at least two unauthorized loans where the customer profile also contained the Plaintiff's IOLTA, POD trust, savings account, mortgages, CD, car loan, other accounts.

c. The Defendant BBT accepted and retained the benefit of profits under these circumstances such that it would be inequitable for Defendant BBT to retain the benefit without payment of value.

d. At all times pertinent hereto, the conduct of Trustee Defendant BB&T, as well as that of its agents, servants and/or employees, was malicious, intentional, and willful and in reckless disregard for the rights and safety of the IOLTA, the Plaintiff and her other accounts.

e. See below for relief sought.

Q. Violation of SC Code Ann. 37-22-190/37-5-108 against Defendant BBT:

a. Each previous paragraph and exhibits are repeated herein as if verbatim.

b. Defendant BBT obtained its security interest in the home of the Plaintiff through false entries that fraudulently concealed the true nature of the transaction; the transaction was not in good faith or fair dealing and or was unconscionable conduct.

c. The Plaintiff refinanced her current mortgage in May 2007. The mortgage application was completed prior to the Plaintiff arriving at the Defendant BBT by Karen Butcher, an employee of Defendant BBT.

1655

d. The mortgage application did not include the at least two unauthorized loans in the Plaintiff's customer profile along with her IOLTA, POD account, savings, mortgage and other accounts; and the Defendants failed to disclose the unauthorized beneficiary profile (joint account) that was connected to the Plaintiff's POD account.

e. The Defendants have improperly resisted investigation by the FDIC and the Horry County Police Department.

f. At all times pertinent hereto, the conduct of Trustee Defendant BB&T, as well as that of its agents, servants and/or employees, was malicious, intentional, and willful and in reckless disregard for the rights and safety of the IOLTA, the Plaintiff and her other accounts.

g. See below for relief sought.

R. Motion to dismiss against all Defendants:

a. Each previous paragraph and exhibits are repeated herein as if verbatim.

b. The Plaintiff alleges that the Defendants have engaged in fraud upon the FDIC and this Court, destruction of evidence, denied the existence of the fiduciary relationship between the Plaintiff and Defendants; unclean hands (avoiding 15 USC 57a(f) and 12 USC 1818, avoiding an on site inspection and evidence thereof, unauthorized practice of law (two counts) and aiding and abetting the unauthorized practice of law (two counts); violation of 12 CFR 308.7, etc.) where this misconduct has permanently and materially prejudiced and injured the Plaintiff's complaint.

c. The Plaintiff requests that the Defendants motion to dismiss be dismissed.

d. At all times pertinent hereto, the conduct of Trustee Defendant BB&T, as well as that of its agents, servants and/or employees, was malicious, intentional, and willful and in reckless disregard for the rights and safety of the IOLTA, the Plaintiff and her other accounts.

e. See below for other relief sought.

S. Negligence, negligence per se, gross negligence, conversion, etc. where conduct violated GLBA under 15 USC 6801-6809 and 6821-6827 etc. against Defendants BB&T and Sansbury:

a. Each previous paragraph and exhibits are repeated herein as if verbatim.

b. The Defendant violated "the appropriate standard of care for the protection, security, and confidentiality of the nonpublic personal information and private data of the Plaintiff numerous times as set by

1656

the Gramm-Leach-Bliley Act to include where the FDIC found that Defendant BB&T violated GLBA in May 2008.

c. The Defendant BB&T's conduct included false, fictitious or fraudulent statement or representations to an officer, employee, customer or agent of the financial institution or by providing any document to an officer, employee, or agent of the financial institution, knowing that the document was forged, counterfeit, lost, or stolen, was fraudulently obtained, or contains a false, fictitious, or fraudulent statement or representation causing improper access and improper use of the Plaintiff's IOLTA, POD trust, savings account, mortgages, CD, car loan, other accounts, the Plaintiff's customer profile and with held profits when it did the following: two improper setoffs, improper disclosure to Davis, creation, use and deletion of the unauthorized beneficiary profile and the creation, use and deletion of the at least two unauthorized loans.

d. The Defendant BB&T owed the Plaintiff a duty of care as stated under GLBA at 15 USC 6801-6809 and 6821-6827;

e. The Defendant BB&T breached its duty of care to the Plaintiff;

f. The Defendant BB&T failed to exercise slight care; and

g. The Plaintiff has damages resulting from the breaches of duty.

h. The Plaintiff's deposits in her POD trust account for January – December 2006 exceeded $100,000.00.

i. The Plaintiffs deposits in her POD trust account and the CD for January – December 2007 exceeded $100,000.00.

j. In 2001, 2002, 2009 and 2010 the Defendant BB&T did not provide the Plaintiff with a clear and conspicuous disclosure, in writing or in electronic form or other form permitted by the regulations of such financial institution's policies and practices.

k. Davis has not and is not in any way affiliated with the Defendant BB&T other than through her mortgage from about 9/2004 thru about 4/2006.

l. The Plaintiff is not a commercial entity. Defendants obtained or attempted to obtain, or cause to be disclosed or attempted to cause to be disclosed to Davis and others, customer information of a financial institution relating to another person-- by making a false, fictitious, or fraudulent statement or representation to an officer, employee, or agent of a financial institution; by making a false, fictitious, or fraudulent statement or representation to a customer of a financial institution;

m. At all times pertinent hereto, the conduct of Trustee Defendant BB&T, as well as that of its agents, servants and/or employees, was malicious, intentional, and willful and in reckless disregard for the rights and safety of the IOLTA, the Plaintiff and her other accounts.

n. See below for relief sought.

1657

The Plaintiff prays for the following relief:

a) Dismissal of all pleadings made by the Defendants; Default judgment against the Defendants; Bar any type of relief to the Defendants; and

b) The Court removes the trustee Defendant BB&T and its employees, appoints a special fiduciary and require an accounting; and

c) Pending a final decision on the Plaintiff's request to remove the trustee Defendant BB&T and its employees that the Court orders relief under Sections 62-7-1002(a), 62-7-1001(b), etc. to protect the trust property or the interests of the beneficiaries, etc; and

d) In its final order that the Court removes the trustee Defendant BB&T and its employees, appoints a special fiduciary, require an accounting and orders relief under Sections 62-7-1002(a), 62-7-1001(b), etc. to protect the trust property and the interests of the beneficiaries, etc; and

e) All of the following:

a. The Plaintiff makes a demand for fifty million dollars;

b. Report Defendant BB&T to the FBI, FDIC-OIG, and the US Attorney.

c. Report Defendants Craven and Booz to their respective Bar Associations.

d. An **accounting** of all authorized and unauthorized accounts of the Plaintiff customer profile including the Davis mortgage and the CD.

e. The appointment of a special fiduciary; Impose a lien on the Defendant BB&T.

f. Defendants pay a surcharge for mismanagement of the Plaintiff accounts.

g. Strike all pleadings of the Defendants: past, present and future.

h. Actual and compensatory damages, disgorgement of profits and restitution damages; Legal interest and Prejudgment interest.

i. Defendants pay face value of the Coastal Banker Gold benefits and inconvenience in relocating accounts.

j. Statutory damages, consequential damages, general damages and punitive damages.

k. Constructive and Resulting trusts with tracing.

l. Damages for mental anguish and emotional distress.

m. Quiet title to the Plaintiff's current mortgage at Defendant BBT and punitive damages.

n. Defendants to pay to the Plaintiff all monies paid on the current mortgage with legal and prejudgment interest.

1658

o. Defendants to pay to the Plaintiff the amount of the 2006 CD with legal and prejudgment interest.

p. Defendants to pay to the Plaintiff the life amount of monies deposited in the regular checking account, savings account and POD trust with legal and prejudgment interest.

q. Defendants to pay to the Plaintiff the original loan amount of all of the Plaintiff's authorized loans with legal and prejudgment interest.

r. Defendants to pay to the Plaintiff the original loan amount of all of the unauthorized loans in the Plaintiff customer profile, including the Davis mortgage with legal and prejudgment interest.

s. Do not allow the Defendants to object in any way to any causes of action including false entry, computer fraud, Title 37 Chapter 20, identity theft, RICO, unfair trade practices, libel, fraud, conversion, tying, Title 62 Chapter 7, constructive fraud, mortgage application fraud, breach of trust, breach of fiduciary duty, failure to disclose, negligence, negligence per se, gross negligence, destruction of evidence, quiet title, SC Consumer Protection, unjust enrichment, etc.

t. That the Plaintiff be allowed to amend the Complaint to include more causes of actions damages and add parties, etc.

u. Defendant BB&T to immediately provide in a readable and understandable format the documents that were requested in the Oct 18, 2010 search warrant by the HCPD and any other documents that the HCPD may request.

v. Defendants to pay all costs and expenses, including all attorney fees (past, present and future) to include the Plaintiff, an attorney, and other attorneys pursuant to SC Ann. 62-7-1001(b); SC Ann. 62-7-1004; unclean hands (unauthorized practice of law (two accounts), aiding and abetting the unauthorized practice of law (two accounts)), etc. for this entire matter including the FDIC proceeding.

w. Defendants to pay all costs and expenses, including all attorney fees (past, present and future) to include the Plaintiff, an attorney, and other attorneys for this entire matter including the FDIC proceeding.

x. The attorney fees to date are $1,328,000 where the Plaintiff has already paid $8,000.00 of these fees; Any other relief that this Court deems just and proper.

Respectfully submitted,

CB Hunt

Cindy B. Hunt, Plaintiff
Pro Se
195 D Willow Green Drive
Conway, SC 29526
(843) 488-1131/(843) 347-7230

DATE: February 21, 2011

1659

Exhibit # 47 entry # 108

Lawsuit # 1 (doc. # 108): BBT, et al Response to Hunt's motion to amend

13 Pages

1661

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

Cindy B. Hunt Plaintiff v. Branch Banking and Trust Company, Danny Fogle, Cathy Lambert, Judy Teal, Mark Booz, David Craven and Kaci Sansbury, Defendants	Civil Action No. 4:09-cv-02151- JMC-TER

RESPONSE OF THE DEFENDANTS TO MOTION TO AMEND FILED FEBRUARY 23, 2011

This matter is before the Court upon a Motion to Amend filed with the Court on February 23, 2011 (hereinafter "Motion to Amend"). Branch Banking and Trust Company ("BB&T), Danny Fogle ("Fogle"), Cathy Lambert ("Lambert"), Judy Teal ("Teal"), Mark Booz ("Booz") and Kaci Sansbury ("Sansbury") (collectively the "Defendants")[1] hereby file this response thereto and request that this Court deny the Motion to Amend.

PROCEDURAL HISTORY

1. The Plaintiff filed an original Complaint in this matter on August 13, 2009.
2. The Plaintiff filed an Amended Complaint in this matter on August 31, 2009.[2]
3. On October 27, 2009, the Defendants filed their Motion to Dismiss in this matter addressing the sufficiency of the Amended Complaint on both pleading and a substantive grounds.[3]

[1] This Court previously allowed the filing of a Second Amended Complaint in this matter which purported to add David Craven as a party defendant. As the Court and the Plaintiff have been advised through filings with this Court, Mr. Craven has never been properly served with this Second Amended Complaint and is not properly before this Court. However, the positions and arguments set forth in this Memorandum are equally applicable to Mr. Craven.
[2] Docket Entry 5.
[3] Docket Entry 20.

4. While the Motion to Dismiss the Amended Complaint was pending and prior to a ruling thereon, on November 20, 2009, the Plaintiff filed a Notice of Motion and Motion to Amend Complaint on November 20, 2009.[4]

5. On May 7, 2010, prior to ruling on the Defendants Motion to Dismiss the Amended Complaint, this Court granted the Motion to Amend filed on November 20, 2009.[5]

6. Due to the granting of the Motion to Amend filed on November 20, 2009, the Court denied the Defendants original Motion to Dismiss as moot and never addressed the merits of that Motion.

7. Pursuant to the Court's May 7, 2010 Order, a Second Amended Complaint was filed on May 20, 2010.[6]

8. On May 29, 2010, the Defendants timely filed a Motion to Dismiss the Second Amended Complaint and a memorandum in support thereof.[7] This May 29, 2010 Motion to Dismiss the Second Amended Complaint is hereafter referred to as the "Motion to Dismiss". A response to the Motion to Dismiss was filed by the Plaintiff on July 13, 2010.[8]

9. The Motion to Dismiss the Second Amended Complaint remains pending before this Court at this time.

10. On September 22, 2010, this Court entered a Conference and Scheduling Order which, among other provisions, required that "Motions to join parties and amend the pleadings (Fed R. Civ. P. 16(b)(1)) shall be filed **no later than February 7, 2011.**"[9]

11. The Motion to Amend was filed on February 23, 2011, a full two weeks beyond the Court

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[4] Docket Entry 31.
[5] Docket Entry 37.
[6] Docket Entry 38.
[7] Docket Entry 41.
[8] Docket Entry 53.
[9] Docket Entry 66 at Page 2.

mandated deadline.

THE MOTION TO AMEND IS UNTIMELY

Prior to addressing the merits of the Motion to Amend, the Defendants would request that the same be denied as untimely. The Court's Scheduling Order of September 22, 2010 was clear and definite as to the absolute deadline for the filing of a Motion to Amend in this matter. That deadline was February 7, 2011. The Motion to Amend having been filed on February 23, 2011 with no excuse or other explanation offered as to why the same was not timely filed, it should be denied. The purpose of a scheduling order in any litigation is to set deadlines on which the prosecution of the litigation proceeds and to allow order to those proceedings. The requirement that the pleadings be amended within certain times allows those responding to them to have a definite position to which they can respond and otherwise determine how they wish to respond and the discovery that might be necessary. The Plaintiff, without explanation, has failed to abide by the Court's deadlines established for this purpose. The Motion to Amend should be denied as untimely.

ARGUMENT AND CITATION OF AUTHORITY

The Proposed Third Amended Complaint and its relation to prior pleadings.

The Second Amended Complaint, based upon four distinct sets of asserted wrongdoing on the part of the Defendants,[10] asserted the following causes against the Defendants:

1. First Cause of Action – "Violation of Privacy Under South Carolina Code Sections 37-20-110 et ff";

[10] The improper set up and maintenance of a payable on death account of the Plaintiff, the disclosure of the payable on death account to the beneficiary thereof, the information provided to by and the positions of BB&T and its officers/employees to the FDIC in connection with the Plaintiff's complaints to the FDIC relating to the disclosure of the existence of the payable on death account and the set-off of funds resulting from the presentation to BB&T on two checks (in a total amount of less than $1,000.00) on which a stop payment had been issued by the maker of the checks.

2. Second Cause of Action – "False Entry in a Bank Statement under 18 U.S.C. §1005 and Other Statutes";
3. Third Cause of Action – "Computer Fraud under 18 U.S.C. §1030 and Other Statutes";
4. Fourth Cause of Action – "Fraud";
5. Fifth Cause of Action – " Negligent Misrepresentation";
6. Sixth Cause of Action – "Conversion";
7. Seventh Cause of Action – "Breach of Fiduciary Duty";
8. Eighth Cause of Action – "Violation of South Carolina Probate Code";
9. Ninth Cause of Action – " Violation of Antitying Provisions under the Bank Holding Company Act, 12 U.S.C. §1972 et ff";

The proposed **Third** Amended Complaint, to the extent that it can be ascertained, appears to assert the following causes of action:[11]

1. "A. Breaches of Trust and Unjust Enrichment"[12]
2. "B. Breach of Fiduciary Duty Against All Defendants"[13]
3. "C. False Entry under 18 U.S.C.§ 1005 and 12 U.S.C.§ 503[14]
4. "D. Defamation/libel per se and or slander per se"[15]
5. "E. Fraud, constructive fraud and fraud in the inducement"[16]

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[11] The pleading utilizes letter designations between sets of paragraphs which, it is assumed, are intended to delineate separate causes of action.
[12] These allegations, alleging that BB&T is a trustee and has fiduciary obligations to the Plaintiff, correspond to the Seventh Cause of Action in the Second Amended Complaint.
[13] These allegations, alleging that all of the defendants have a fiduciary relationship with the Plaintiff as a result of the maintenance of accounts with BB&T clearly correspond to the Seventh Cause of Action in the Second Amended Complaint.
[14] These allegations correspond to the Second Cause of Action in the Second Amended Complaint with the reliance upon 12 U.S.C.§ 503 which was assumed in the Motion to Dismiss that cause of action.
[15] This is a newly asserted cause of action.
[16] These allegations correspond to the Fourth Cause of Action in the Second Amended Complaint.

6. "F. Violations of sections 37-20-170 and 37-20-200 of the Consumer Identity Theft Protection by engaging in conduct that is prohibited by 37-20-110 (5,9,12 and 15), 130, 160, 170, 180 and 200."[17]
7. "G. Violations of Sections 15 U.S.C. 1681n and 15 U.S.C. 1681o of the Consumer Credit Protection by engaging in conduct prohibited by 15 U.S.C. §1681 b (a) and (f); 15 U.S.C. §1681c; 15 U.S.C. §1681c-1, c-2 and 15 U.S.C. §1681e"[18]
8. "H. Conversion"[19]
9. "I. Computer Fraud under 18 U.S.C. 1030 et ff"[20]
10. "J. Violations of 12 U.S.C. §1972 and §1975 et ff"[21]
11. "K. Intentional Destruction of Evidence"[22]
12. "L. Unclean hands (unauthorized practice of law (two counts), aiding and abetting the unauthorized practice of law (two counts), violation of 12 CFR 308.7, etc.) fraud upon the FDIC and fraud upon the USDC"[23]
13. "M. Quiet Title to mortgage for Plaintiff's home"[24]
14. 'N. Violations of SC Code Ann. Sections 62-6-101 thru 62-6-113, 62-7-1001(a) and §39-5-10 to 560 (Unfair Trade Practices);[25]
15. "O. Negligence, negligence per se and gross negligence where conduct violated trust law, fiduciary law, common law, federal law and SC state law to include SC Code Ann. Sections 62-6-101 thru 62-6-113, 62-7-1001(a), 12 U.S.C. 1972 et ff and 39-5-10-560;[26]

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[17] These allegations correspond to the Third Cause of Action in the Second Amended Complaint.
[18] This is an apparently new cause of action asserted under a federal statute governing "Credit Reporting Agencies"
[19] These allegations correspond to the Sixth Cause of Action in the second Amended Complaint.
[20] These allegations correspond to the Third Cause of Action in the second Amended Complaint.
[21] These allegations correspond to the Ninth Cause of Action in the second Amended Complaint.
[22] This is a newly inserted allegation.
[23] This is a newly asserted allegation.
[24] This is a newly asserted allegation
[25] This is a combination of the previously pled Eighth Cause of Action (Breach of the South Carolina Probate Code)

16. "16. Unjust Enrichment"[27]

17. "Q. Violation of SC Code Ann. 37-22-190/37-5-108";[28]

18. "R. Motion to Dismiss"[29]

19. "S. Negligence, negligence per se and gross negligence, conversion, etc. where conduct violated GLBA under 15 U.S.C. 6801-6809 and 6821-6827."[30]

Discussion

Although the granting of a Motion to Amend is left to the discretion of the trial court, the Supreme Court has set forth a number of reasons which justify the denying of a Motion to Amend, including "undue delay, bad faith or dilatory motive on the part of the movant, repeated failure to cure deficiencies by amendments previously allowed, undue prejudice to the opposing party by virtue of allowance of the amendment, futility of amendment."[31]

In ruling upon the Motion to Amend the Defendants remind the Court that the Plaintiff, as alleged in the Third Amended Complaint, is an attorney licensed to practice in the State of South Carolina. Taking this fact into consideration, the manner in which the Plaintiff has taken a simple act which is at best a harmless disclosure of the existence of an account with no monetary consequences[32] and attempted to make something out of it which it is not evidences "undue delay, bad faith or dilatory motive on the part of the Movant". The Plaintiff's attempts in the proposed Third Amended Complaint, in a truly absurd manner, to plead clearly inapplicable federal and state

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and an added claim under the South Carolina Unfair Trade Practices Act.

[26] This appears to be a restatement of the allegations of the Fifth Cause of Action of the Second Amended Complaint accompanied by a restatement of prior causes of action with a "negligence" label.

[27] This would appear to be a newly labeled cause of action.

[28] These are newly inserted allegations pled under the South Carolina Consumer Protection Code.

[29] This portion of the Third Amended Complaint purports to assert that "the Defendants motion to dismiss be dismissed." It is not readily apparent how this fits into a complaint format.

[30] This appears to be a newly asserted cause of action attempting to couch supposed violations of federal statutes as a state law negligence claim.

[31] Foman v Davis 371 U.S. 178; 83 S. Ct. 227; 9 L. Ed. 2d 222 (1962)

[32] In the hundreds (and, perhaps, thousands) of pages of pleadings filed by the plaintiff in this matter, there is not a

statutory relief, such as attempts to claim the applicability of consumer credit reporting statutes to the facts of this case, demonstrate that the Plaintiff's goal in the filing of this and previous pleadings is to simply harass and cause expense to the Defendants due to the fact that the Plaintiff simply did not like the manner in which the Defendants responded to her complaints about the disclosure of the account information at the time that it occurred. The facts that the Plaintiff failed to propose the amendment as a part of her response to the Motion to Dismiss and waited until past the allowed time to amend while, at the same time, attempting to delay other proceedings in this matter are further evidence of the bad faith nature of these pleadings.

Where a proposed amended complaint "would have been subject to dismissal for the same reasons as her original complaint," "the liberal amendment rules of F.R.Civ.P. 15(a) do not require that courts indulge in futile gestures. Where a complaint, as amended, would be subject to dismissal, leave to amend need not be granted."[33] As noted above in the summary of the allegations of the Second Amended Complaint and the proposed Third Amended Complaint, for the most part, the Third Amended Complaint merely realleges the allegations of the Second Amended Complaint as to which the Motion to Dismiss has been filed. The Defendants would rely on all of the arguments and positions contained in the Motion to Dismiss in asserting that the proposed Third Amended Complaint is futile as it would be subject to dismissal on the same grounds as previously alleged.

In addressing the aspect of futility as it relates to the proposed Third Amended Complaint, the Defendants, in an effort to impart some efficiency to this matter, will focus only on the Causes of Action which purport to have a basis in federal law. Although not clearly set forth in the proposed

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single well-pled allegation that any money was improperly disbursed from the payable on death account.

[33] De Loach v. Woodley, 405 F.2d 496, 496-497 (5th Cir. Tex. 1968); See, also, Wilson Group v. Quorum Health Resources 880 F. Supp. 416 (D.S.C. 1995)

Third Amended Complaint, this court's jurisdiction in this matter is based upon the "federal question" jurisdiction of 28 U.S.C. §1131.[34]

The Plaintiff's claims which support jurisdiction under 28 U.S.C. §1331 were previously asserted in second Amended Complaint in the Second Cause of Action – "False Entry in a Bank Statement under 18 U.S.C. §1005 and Other Statutes", Third Cause of Action – "Computer Fraud under 18 U.S.C. §1030 and Other Statutes", and the Ninth Cause of Action – " Violation of Antitying Provisions under the Bank Holding Company Act, 12 U.S.C. §1972 et ff"[35]. These causes of action are reasserted in the proposed Third Amended Complaint. Each of these Causes of Action is subject to the pending Motion to Dismiss and deficient for the reasons stated therein. The proposed Third Amended Complaint does not cure these deficiencies.

In an attempt to save federal jurisdiction in this matter, the proposed Third Amended Complaint adds the following two federal law based claims: "G. Violations of Sections 15 U.S.C. 1681n and 15 U.S.C. 1681o of the Consumer Credit Protection by engaging in conduct prohibited by 15 U.S.C. §1681 b (a) and (f); 15 U.S.C. §1681c; 15 U.S.C. §1681c-1, c-2 and 15 U.S.C. §1681e"[36], and violation of 12 CFR 308.7 (claiming unauthorized practice of law before the FDIC)(contained in Paragraph "O – Unclean hands".

"Violations of Sections 15 U.S.C. 1681n and 15 U.S.C. 1681o of the Consumer Credit Protection". The statutory provisions relied upon by the Plaintiff in pleading this new cause of action are provisions governing "Credit Reporting Agencies"[37] 15 U.S.C. §1681a defines a "consumer reporting agency" which is the subject of regulation under the subchapter as:

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[34] The allegations of the proposed Third Amended Complaint clearly establish that this is not an action involving diversity of citizenship under 28 U.S.C. §1334 as the Plaintiff and several of the defendants are alleged to be citizens and residents of the State of South Carolina.

[35] As Pled in the Second Amended Complaint, which is currently before the Court.

[36] A purported cause of action asserted under a federal statute governing "Credit Reporting Agencies"

[37] See, e.g. Title 15, Chapter 41, Subchapter III titled "Consumer reporting Agencies" and the purpose of the

> any person which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties, and which uses any means or facility of interstate commerce for the purpose of preparing or furnishing consumer reports.[38]

The proposed Third Amended Complaint is devoid of any well-pled facts which support the bald allegation that BB&T is a "consumer reporting agency" covered by this subchapter. The reason for this lack of facts is simple: BB&T is a financial institution as alleged in the proposed pleading, a user of consumer credit reports; not a "consumer reporting agency" which generates such reports. As BB&T is not a "consumer reporting agency" covered by this subchapter, the newly added cause of action attempted to be asserted in Paragraph "G" of the proposed Third Amended Complaint fails and its assertion is, clearly, futile.

Purported "unauthorized practice of law under 12 CFR 308.7". Part 308 of the Code of Federal Regulations governing Title 12 (Banks and Banking), Chapter III, Federal Deposit Insurance Corporation, Subchapter A, Procedures and Rules of Practice governs "adjudicative proceedings as to which hearings on the record are provided" (i.e. actual hearings and proceedings before administrative judges or similar officers of the FDIC)[39]. 12 CFR 308.1 contains an exhaustive list of the administrative proceedings to which that part is applicable. The informal complaint process initiated by and alleged by the Plaintiff in this matter is not such a proceeding. Additionally, the Plaintiff has cited no authority and, to the best of the Defendants knowledge, no authority is available that a private party is entitled to bring an action for relief of any type based upon a non-lawyers participation in a proceeding before the FDIC even if that proceeding is subject to Part 308 of the Code of Federal regulations.

Subchapter as set forth in 15 U.S. C. §1681.

Although the proposed Third Amended Complaint also attempts to add additional state law based claims, the Defendants have not addressed those claims at this time. The Motion to Dismiss that is currently pending before this Court attacks the validity of the pleading of each federal law based claim pled therein and requests that this Court exercise its "gatekeeper" function as to those clearly embellished and improperly pled claims. Once the claims upon which federal jurisdiction is based fail, the remaining state law claims must be dismissed as well for lack of jurisdiction.[40]

In addition to the above matters, denial of the Motion to Amend is appropriate after "repeated failure to cure deficiencies by amendments previously allowed."[41] The proposed Third Amended Complaint would be the Plaintiff's fourth attempt to state a cause of action cognizable in this Court. There is absolutely no explanation given as to why the matters now attempted to be raised on this fourth attempt were not capable of being included in the first three attempts. The record in this case clearly establishes "repeated failure to cure deficiencies by amendments previously allowed" which justifies the denial of the Motion to Amend.

CONCLUSION

The proposed Third Amended Complaint contains no new allegations that cure the deficiencies in the pleadings before the Court. The Court continues to be presented with a simple set of facts that, at best, give rise to a breach of contract claim under state law which has not been asserted. The actions complained of continue to be actions from which no damages have arisen other than those that **might** have been caused by the Plaintiff's own voluntary closing of her accounts

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[38] 15 U.S.C. §1681a(f).
[39] 12 CFR 308.1
[40] See, e.g. United Mine Workers v. Gibbs, 383 U.S. 715, 726 (U.S. 1966) ("Certainly, if the federal claims are dismissed before trial, even though not insubstantial in a jurisdictional sense, the state claims should be dismissed as well.")
[41] Foman v Davis 371 U.S. 178; 83 S. Ct. 227; 9 L. Ed. 2d 222 (1962)

when BB&T did not, in her mind, appropriately respond to her complaints[42]. The Court continues to be presented with an attempt to make a truly "federal case" out of something that is nothing more than a lawyers' dissatisfaction with a trivial event and their subsequent attempt to create a claim out of that event despite the fact that it has been **universally** held that "no private right of action exists for an alleged violation of Graham-Leach Bliley"[43] (the statute as to which the Plaintiff based her complaints to the FDIC and, later, in this Court before conceding that no direct cause of action existed thereunder.

The Motion to Amend to assert a fourth version of the Complaint should be denied.

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By: /S/ Steven B. Licata
Steven B. Licata
Attorney for the Defendants

[42] As set forth in the Motion to Dismiss and other pleadings, the set of facts which began this dispute, the disclosure of the existence of a payable on death account to the stated beneficiary of that account was not even a legitimate complaint under the originally claimed statute, the Graham-Leach Bliley Act.

[43] Dunmire v. Morgan Stanley DW, Inc., 475 F.3d 956, 960 (8th Cir. 2007)(collecting cases); See, e.g. C.S. v. United Bank, Inc., 2009 U.S. Dist. LEXIS 23024 (S.D. W. Va. Mar. 20, 2009) ("every court to consider the issue has found that "[n]o private right of action exists for an alleged violation of the GLBA." Dunmire v. Morgan Stanley DW, Inc., 475 F.3d 956, 960 (8th Cir. 2007) (collecting cases); see also Kathleen A. Hardee, The Gramm-Leach-Bliley Act: Five Years After Implementation, Does the Emperor Wear Clothes?, 39 CREIGHTON L. REV. 915, 934 (2006) ("One by one, the courts addressing the issue relied upon this provision [§ 6805(a)] to determine that the GLBA did not allow for a private right of action.")).

CLOSED,LC 2,PROSE

U.S. District Court
District of South Carolina (Florence)
CIVIL DOCKET FOR CASE #: 4:11-cv-00870-MGL

Hunt v. Branch Banking and Trust Company et al
Assigned to: Honorable Mary G Lewis
Cause: 28:1331 Fed. Question: Breach of Contract

Date Filed: 04/12/2011
Date Terminated: 03/13/2013
Jury Demand: Plaintiff
Nature of Suit: 430 Banks and Banking
Jurisdiction: Federal Question

Plaintiff

Cindy B Hunt

represented by **Cindy B Hunt**
195 D Willow Green Drive
Conway, SC 29526
843/347-7230
PRO SE

V.

Defendant

Branch Banking and Trust Company

represented by **Steven Barry Licata**
PO Box 23407
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803-699-6550
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LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Cathy Lambert

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Defendant

Judy Teal

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Defendant

Kaci Sansbury

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Defendant

Mark Booz

represented by **Steven Barry Licata**
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LEAD ATTORNEY
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Defendant

David Craven

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Defendant

Danny Fogle

represented by **Steven Barry Licata**
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Defendant

Christopher Okay

represented by **Steven Barry Licata**
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LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Karen Butcher

represented by **Steven Barry Licata**
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LEAD ATTORNEY
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Defendant

Steven Licata

represented by **Steven Barry Licata**
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Defendant

Lisa Haywood

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ATTORNEY TO BE NOTICED

Defendant

Tamara Cannon

represented by **Steven Barry Licata**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Date Filed	#	Page	Docket Text
04/12/2011	1		COMPLAINT against Mark Booz, Branch Banking and Trust Company, David Craven, Danny Fogle, Cathy Lambert, Christopher Okay, Kaci Sansbury, Judy Teal (Filing fee $ 350 receipt number SCX400006629.), filed by Cindy B Hunt.(dsto,) (Entered: 04/12/2011)
05/10/2011	9		AMENDED COMPLAINT against Mark Booz, Branch Banking and Trust Company, David Craven, Danny Fogle, Cathy Lambert, Christopher Okay, Kaci Sansbury, Judy Teal, Kaci Sansbury, Karen Butcher, Steven Lacata, Lisa Haywood, Tamara Cannon, filed by Cindy B Hunt. (Attachments: #1 Exhibit 1–IRS Form 1098, #2 Exhibit 2–Articles of Merger, #3 Exhibit 3–Affidavit of Cindy Hunt, #4 Exhibit 4–Bank POD Signature Card, #5 Exhibit 5–Bank setoff 225.25, #6 Exhibit 6–Mortgage Information, #7 Exhibit 7–CBH Loan Application, #8 Exhibit 8–Butcher Loan Officer's Information, #9 Exhibit 9–CD, #10 Exhibit 10–Customer Profile, #11 Exhibit 11–Merger Documents, #12 Exhibit 12–Affidavit of Costella H. Davis, #13 Exhibit 13–Letter from bank, #14 Exhibit 14–Letter, #15 Exhibit 15–Letter, #16 Exhibit 16–Setoff 855.00, #17 Exhibit 17–Letter, #18 Exhibit 18–Letter, #19 Exhibit 19–Letter, #20 Exhibit 20–Letter, #21 Exhibit 21–Letter, #22 Exhibit 22–Letter, #23 Exhibit 23–Credit Agreement, #24 Exhibit 24–Bank Agreement, #25 Exhibit 25–FDIC Letter, #26 Exhibit 26–Affidavit of CBH, #27 Exhibit 27–Demand Letter, #28 Exhibit 28–Dispute Letter, #29 Exhibit 29–Letter, #30 Exhibit 30–HCPD Crime Report, #31 Exhibit 31–Search Warrant, #32 Exhibit 32–Return, #33 Exhibit 33–BBTIdentity Theft, #34 Exhibit 34–Letters, #35 Exhibit 35–Letter, #36 Exhibit 36–Closure of IOLTA and POD accounts, #37 Exhibit 37–Defendant's Motion to Dismiss, #38 Exhibit 38–Affidavit of Booz, #39 Exhibit 39–Defendant's Motion to Dismiss, #40 Exhibit 40–Affidavit of Licata, #41 Exhibit 41–Order of Dismissal, #42 Exhibit 42–Lawyer's address, #43 Exhibit 43–Letters)(dsto,) (Entered: 05/11/2011)
05/12/2011	13		**PROPER FORM ORDER.Case to be brought into proper form by 6/6/2011. Signed by Magistrate Judge Thomas E Rogers, III on 05/12/2011. (dsto,)** (Entered: 05/12/2011)
05/12/2011	14		***DOCUMENT MAILED: 13 Proper Form Order w/26.01 Pro Se Interrogatories and Summons forms placed in U.S. Mail to Cindy B. Hunt, 195 D. Willow Green Drive, Conway, SC 29526 (dsto,) (Entered: 05/12/2011)
06/01/2011	16		Local Rule 26.01 Answers to Interrogatories with jury demand by Cindy B Hunt. (Attachments: #1 Envelope)(dsto,) (Entered: 06/02/2011)
06/10/2011	20		**ORDER authorizing service of process by clerk and directing plaintiff to notify the clerk in writing of any change of address. Signed by Magistrate Judge Thomas E Rogers, III on 06/10/2011. (dsto,)** (Entered: 06/10/2011)
06/10/2011	21		Summons Issued as to Mark Booz, Branch Banking and Trust Company, Karen Butcher, Tamara Cannon, David Craven, Danny Fogle, Lisa Haywood, Cathy Lambert, Steven Licata, Christopher Okay, Kaci Sansbury, Judy Teal. (dsto,) (Entered: 06/12/2011)
06/12/2011	22		***DOCUMENT MAILED: 20 Order Service – Non–Inmate, 21 Summons Issued placed in U.S. Mail to Cindy B. Hunt, 195 D. Willow Green Drive,

			Conway, SC 29526 (dsto,) (Entered: 06/12/2011)
10/13/2011	24		**ORDER. Within ten (10) days of the date of this Order, Plaintiff must either file proof that Defendants have been served or show good cause for herfailure to serve Defendants within the time specified in Rule 4(m). Signed by Magistrate Judge Thomas E Rogers, III on 10/13/2011. (dsto,)** (Entered: 10/13/2011)
10/13/2011	25		***DOCUMENT MAILED : 24 Order, placed in U.S. Mail to Cindy B. Hunt, 195 D. Willow Green Drive, Conway, SC 29526 (dsto,) (Entered: 10/13/2011)
10/26/2011	28		REPLY by Cindy B Hunt to 24 Order. (Attachments: # 1 Envelope)(dsto,) (Entered: 10/26/2011)
06/19/2012	34	7	MOTION to Dismiss 9 Amended Complaint *Pursuant to Rules 12(b)(2) and 12(b)(5)* by Mark Booz, Branch Banking and Trust Company, Karen Butcher, Tamara Cannon, David Craven, Danny Fogle, Lisa Haywood, Cathy Lambert, Steven Licata, Christopher Okay, Kaci Sansbury, Judy Teal. Response to Motion due by 7/6/2012 (Attachments: # 1 Memo in Support, # 2 Affidavit Notice of Filing – Affidavit of Mark Booz)No proposed order. Motions referred to Thomas E Rogers, III.(Licata, Steven) Modified on 6/20/2012 to link correct event to associated event (dsto,). (Entered: 06/19/2012)
06/22/2012	35		**ROSEBORO ORDER directing clerk to forward summary judgment explanation to the opposing party and directing that party to respond in 34 days. Response due to 34 MOTION to Dismiss *Pursuant to Rules 12(b)(2) and 12(b)(5)*. Response to Motion due by 7/26/2012. Signed by Magistrate Judge Thomas E Rogers, III on 06/22/2012.** (dsto,) (Entered: 06/22/2012)
06/22/2012	36		***DOCUMENT MAILED: 35 Roseboro Order, placed in U.S. Mail to Cindy B. Hunt, 195 D. Willow Green Drive, Conway, SC 29526 (dsto,) (Entered: 06/22/2012)
06/28/2012	37		Affidavit of Service by Cindy B Hunt. Branch Banking and Trust Company served on 6/4/2012. (dsto,) (Entered: 06/29/2012)
06/28/2012	38		Affidavit of Service by Cindy B Hunt. David Craven served on 6/7/2012. (dsto,) (Entered: 06/29/2012)
06/28/2012	39		Affidavit of Service by Cindy B Hunt. Christopher Okay served on 5/31/2012. (dsto,) (Entered: 06/29/2012)
06/28/2012	40		Affidavit of Service by Cindy B Hunt. Mark Booz served on 5/31/2012. (dsto,) (Entered: 06/29/2012)
06/28/2012	41		Letter regarding Service documents by Cindy B Hunt (Attachments: # 1 Evidence of Defendant's Attorney, # 2 Envelope)(dsto,) (Entered: 06/29/2012)
07/23/2012	42		MOTION for Extension of Time to File Response/Reply as to 35 Roseboro Order, MOTION for Extension of Time to serve Summons and Complaints(Response to Motion due by 8/9/2012) by Cindy B Hunt. (Attachments: # 1 Envelope)No proposed order.Motions referred to Thomas E Rogers, III.(dsto,) (Entered: 07/23/2012)

07/25/2012	43		RESPONSE in Opposition re 42 MOTION for Extension of Time to File Response/Reply as to 35 Roseboro Order, Response filed by Mark Booz, Branch Banking and Trust Company, Karen Butcher, Tamara Cannon, David Craven, Danny Fogle, Lisa Haywood, Cathy Lambert, Steven Licata, Christopher Okay, Kaci Sansbury, Judy Teal.Reply to Response to Motion due by 8/6/2012 (Attachments: # 1Exhibit A – State Court Complaint)(Licata, Steven) Modified on 7/26/2012 to edit text (dsto,). (Entered: 07/25/2012)
07/26/2012	44		RESPONSE in Opposition re 34 MOTION to Dismiss *Pursuant to Rules 12(b)(2) and 12(b)(5)*. Response filed by Cindy B Hunt.Reply to Response to Motion due by 8/6/2012 (Attachments: # 1 Exhibit 1 – Docket Sheet for Case #09–cv–2151, # 2 Exhibit 2 – Docket Sheet for Case #11–870, # 3 Exhibit 3 – Plaintiff's Mortgage, # 4 Exhibit 4 – Notice of Appeal, # 5 Exhibit 5 – Order, # 6 Exhibit 6 – Affidavit of Service, # 7 Exhibit 7 – NC Secretary of State, # 8 Exhibit 8 – Address for Mark Booz, # 9 Exhibit 9 – Motion, # 10 Exhibit 10–Text Order)(dsto,) (Entered: 07/26/2012)
07/31/2012	45		Affidavit of Service by Cindy B Hunt. Danny Fogle served on 7/13/2012, answer due 8/3/2012. (Attachments: # 1 Envelope)(dsto,) (Entered: 07/31/2012)
07/31/2012	46		Affidavit of Service by Cindy B Hunt. Cathy Lambert served on 7/12/2012, answer due 8/2/2012. (Attachments: # 1 Envelope)(dsto,) (Entered: 07/31/2012)
07/31/2012	47		Affidavit of Service by Cindy B Hunt. Kaci Sansbury served on 6/29/2012 (Attachments: # 1 Envelope)(dsto,) (Entered: 07/31/2012)
07/31/2012	48		Affidavit of Service by Cindy B Hunt. Tamara Cannon served on 7/13/2012, answer due 8/3/2012. (Attachments: # 1 Envelope)(dsto,) (Entered: 07/31/2012)
08/06/2012	49		REPLY to Response to Motion re 42 MOTION for Extension of Time to File Response/Reply as to 35 Roseboro Order. Response filed by Cindy B Hunt. (Attachments: # 1 Exhibit 1–Affidavit re: Judy Teal, # 2 Exhibit 2–Affidavits of Service, # 3 Exhibit 3–Layla Adams case documents, # 4 Exhibit 4–Mortgage Notice, # 5 Envelope)(dsto,) Modified on 8/9/2012. See 51 for additional attachments (dsto,). (Entered: 08/07/2012)
08/09/2012	51		Additional Attachments to Main Document 49 Reply to Response to Motion. (Attachments: # 1 Exhibit 1–Withdrawal of State Court Complaint, # 2 Envelope)(dsto,) (Entered: 08/09/2012)
01/09/2013	52		Case Reassigned to Judge Honorable Mary G Lewis. Judge Honorable J Michelle Childs no longer assigned to the case. (glev,) (Entered: 01/09/2013)
01/09/2013	53		***DOCUMENT MAILED 52 Case Reassigned placed in U.S. Mail to Cindy B. Hunt (glev,) (Entered: 01/09/2013)
01/25/2013	55		**REPORT AND RECOMMENDATION recommending that Defendants Motion to Dismiss(Document # 34) be granted, Plaintiffs Motion for Extension of Time (Document # 42) be denied as to Plaintiffs request for additional time to serve Defendants and this case dismissed without prejudice pursuant to Rule 4(m), Fed.R.Civ.P. Plaintiffs Motion for Extension of Time (Document # 42) as it relates to her request for**

			additional time to respond to the Motion to Dismiss is MOOT. Plaintiff filed her response within the original deadline. Objections to RRdue by 2/11/2013. Signed by Magistrate Judge Thomas E Rogers, III on 01/25/2013. (Attachments: #1 Notice of Right to File Objections)(dsto,) (Entered: 01/27/2013)
01/27/2013	56		***DOCUMENT MAILED : 55 REPORT AND RECOMMENDATION placed in U.S. Mail to Cindy B. Hunt, 195 D. Willow Green Drive, Conway, SC 29526. (dsto,) Modified on 1/28/2013 to correct mailing date (dsto,). (Entered: 01/27/2013)
02/11/2013	58		OBJECTION to 55 Report and Recommendation by Cindy B Hunt. Reply to Objections due by 2/28/2013. (Attachments: #1 Docket sheet for 4:09-cv-2151-JMC, #2 Minute Entry 63 in 4:09-cv-2151-JMC, #3 Text Order 117 in 4:09-cv-2151-JMC, #4 4CCA Judgment in 4:09-cv-2151-JMC, #5 Petition for Hearing En Banc in 4:09-cv-2151-JMC, #6 4CCA Order in 4:09-cv-2151-JMC, #7 BBTCompany Overview)(hcic,) (Entered: 02/11/2013)
02/23/2013	60		REPLY by Mark Booz, Branch Banking and Trust Company, Karen Butcher, Tamara Cannon, David Craven, Danny Fogle, Lisa Haywood, Cathy Lambert, Steven Licata, Christopher Okay, Kaci Sansbury, Judy Teal to 58 Objection to Report and Recommendation, . (Licata, Steven) (Entered: 02/23/2013)
03/06/2013	62		REPLY by Cindy B Hunt to 60 Reply to 58 Objection to Report and Recommendation. (prou,) (Entered: 03/06/2013)
03/13/2013	63		**OPINION AND ORDER: The Court adopts the Magistrate Judge's Report and Recommendation and incorporates it herein. Accordingly, Defendants' Motion to Dismiss is GRANTED and Plaintiff's claims against Defendant Mark Booz are DISMISSED under F.R.Civ.P 12(b)(2) for lack of personal jurisdiction. Further it is ORDERED that this action be DISMISSED without prejudice pursuant to Rule 4(m) of the Federal Rules of Civil Procedure. The Court DENIES Plaintiff's Motion for an Extension to Time to serve the Summons and Complaint and finds that Plaintiff's request for an Extension of Time to respond to Defendants' Motion to Dismiss is MOOT. Signed by Honorable Mary G Lewis on 3/13/2013. (prou,)** (Entered: 03/13/2013)
03/13/2013	64		JUDGMENT: Case is dismissed without prejudice pursuant to Rule 4(m) of the Federal Rules of Civil Procedure. (prou,) (Entered: 03/13/2013)
03/13/2013	65		***DOCUMENTS MAILED 64 Judgment, 63 Opinion and Order, placed in U.S. Mail to Cindy B. Hunt, 195 D. Willow Green Drive, Conway, SC 29526. (prou,) (Entered: 03/13/2013)

BBT vs CB Hunt, et al: CASE NO: 2013-CP-26-2528

Exhibit # 49

Civil Docket in lawsuit # 3

Case No: 2012-CP-26-5264 aka c/a 4:12-cv-02216-MGL

CLOSED,LC 2,PROSE

U.S. District Court
District of South Carolina (Florence)
CIVIL DOCKET FOR CASE #: 4:12-cv-02216-MGL

Hunt v. Branch Banking and Trust Company
Assigned to: Honorable Mary G Lewis
Case in other court: Horry County Court of Common Pleas, 2012-CP-26-05264
Cause: 28:1441 Notice of Removal-Fraud

Date Filed: 08/06/2012
Date Terminated: 03/13/2013
Jury Demand: Plaintiff
Nature of Suit: 190 Contract: Other
Jurisdiction: Diversity

Plaintiff

Cindy B Hunt

represented by **Cindy B Hunt**
195 D Willow Green Drive
Conway, SC 29526
PRO SE

V.

Defendant

Branch Banking and Trust Company

represented by **Steven Barry Licata**
PO Box 23407
Columbia, SC 29224
803-699-6550
Fax: 803-699-9858
Email: slicata@sc.rr.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Date Filed	#	Page	Docket Text
08/06/2012	1		NOTICE OF REMOVAL from Horry County Court of Common Pleas, case number 2012-CP-26-5264. (Filing fee $ 350 receipt number 0420-4224570), filed by Branch Banking and Trust Company. (Attachments: #1 State Court Documents, #2 Certificate of Service)(dsto,) Modified on 8/7/2012. See 2 , 3 and 4 for additional attachments (dsto,). (Entered: 08/07/2012)
08/06/2012	2		Additional Attachments to Main Document 1 Notice of Removal. (Attachments: #1 Exhibit 1-IRS Form, #2 Exhibit 2-Articles of Merger, #3 Exhibit 3-Affidavit of plaintiff, #4 Exhibit 4-Signature Cards, #5 Exhibit 5-2004 Stop payment notice, #6 Exhibit 6-Affidavit, #7 Exhibit 7-Mortgage Application, #8 Exhibit 8-Business Card, #9 Exhibit 9-Account Agreement, #10 Exhibit 10-Customer Profile, #11 Exhibit 11-Account Notices, #12 Exhibit 12-Affidavit, #13 Exhibit 13-Letter)(dsto,) (Entered: 08/07/2012)
08/06/2012	3		Additional Attachments to Main Document 1 Notice of Removal (Attachments: #1 Exhibit 14-Letter, #2 Exhibit 15-Letter, #3 Exhibit

			16–Stop Payment, #4 Exhibit 17–Letter, #5 Exhibit 18–Letter, #6 Exhibit 19–Letter, #7 Exhibit 20–Letter, #8 Exhibit 21–Letter, #9 Exhibit 22–Letter, #10 Exhibit 23–Blank page, #11 Exhibit 24–Blank page, #12 Exhibit 25–Letter)(dsto,) (Entered: 08/07/2012)
08/06/2012	4		Additional Attachments to Main Document 1 Notice of Removal (Attachments: #1 Exhibit 26–Affidavit, #2 Exhibit 27–Letter, #3 Exhibit 28–Letter, #4 Exhibit 29–Letter, #5 Exhibit 30–Crime Report, #6 Exhibit 31–Search Warrant, #7 Exhibit 32–Return of Search Warrant, #8 Exhibit 33–BBTIdentity Theft, #9 Exhibit 34–Letters, #10 Exhibit 35–Letter, #11 Exhibit 36–Account documents, #12 Exhibit 37–Letter, #13 Exhibit 38–Copy of Second Amended Complaint, #14 Exhibit 39–TEXT Order, #15 Exhibit 40–USCA Order, #16 Exhibit 41–Order of Dismissal, #17 Exhibit 42–Financial Statement)(dsto,) (Entered: 08/07/2012)
08/06/2012	6		Local Rule 26.01 Answers to Interrogatories by Branch Banking and Trust Company.(dsto,) (Entered: 08/07/2012)
08/09/2012	9	4	MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM by Branch Banking and Trust Company. Response to Motion due by 8/27/2012. (Attachments: #1 Exhibit A to Motion – State Court Docket, #2 Exhibit B to Motion – State Court Withdrawa, #3 Memo in Support l)No proposed order.Motions referred to Thomas E Rogers, III.(Licata, Steven) (Entered: 08/09/2012)
08/09/2012	10		**ROSEBORO ORDER directing clerk to forward summary judgment explanation to the opposing party and directing that party to respond in 34 days. Response due to 9 MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM . Response to Motion due by 9/13/2012. Signed by Magistrate Judge Thomas E Rogers, III on 08/09/2012. (dsto,)** (Entered: 08/09/2012)
08/09/2012	11		***DOCUMENT MAILED: 10 Roseboro Order, placed in U.S. Mail to Cindy B. Hunt, 195 D. Willow Green Drive, Conway, SC 29526 (dsto,) (Entered: 08/09/2012)
09/17/2012	14	38	RESPONSE in Opposition re 9 MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM. Response filed by Cindy B Hunt.Reply to Response to Motion due by 9/27/2012 (Attachments: #1 Exhibit 1–Notice of Removal documents, #2 Exhibit 2– Mortgage Late Notice, #3 Exhibit 3 – Title, #4 Exhibit 4 – Mortgage Loan documents, #5 Exhibit 5 – Settlement Statement, #6 Exhibit 6 – Mortgage Loan documents)(dsto) Modified on 9/18/2012. See 15 and 16 for additional attachments (dsto,). (Additional attachment(s) added on 9/18/2012: #7 Envelope) (dsto,). (Entered: 09/17/2012)
09/17/2012	15	137	Additional Attachments to Main Document 14 Response in Opposition to Motion (Attachments: #1 Exhibit 8 – Vehicle Title #2 Exhibit 9 –1993 Mortgage #3 Exhibit 10 – Davis Mortgage, #4 Exhibit 11 – Sherman Mortgage, #5 Exhibit 12 – Allen car lien, #6 Exhibit 13 – Allen car note, #7 Exhibit 14 – National Mortgage Licensing System, #8 Exhibit 15 – Complaint) (dsto,). (Entered: 09/18/2012)
09/17/2012	16	255	Additional Attachments to Main Document 14 Response in Opposition to Motion (Attachments: #1 Exhibit 17 – Affidavit of Booz, #2 Exhibit 18 – Motion to Dismiss, #3 Exhibit 19 – Affidavit, #4 Exhibit 20 – Order of

			Dismissal, #5 Exhibit 21 – Craven's address, #6 Exhibit 22 – Correspondence, #7 Exhibit 23 – Bank Agreement, #8 Exhibit 24 – Bank Agreement) (dsto,). (Entered: 09/18/2012)
09/26/2012	17		REPLY to Response to Motion re 9 MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM Response filed by Branch Banking and Trust Company. (Licata, Steven) (Entered: 09/26/2012)
01/09/2013	19		Case Reassigned to Judge Honorable Mary G Lewis. Judge Honorable J Michelle Childs no longer assigned to the case. (glev,) (Entered: 01/09/2013)
01/09/2013	20		***DOCUMENT MAILED 19 Case Reassigned placed in U.S. Mail to Cindy B Hunt (glev,) (Entered: 01/09/2013)
01/25/2013	22		**REPORT AND RECOMMENDATION recommending that Defendants Motion to Dismiss (Document # 9) be granted and this case be dismissed without prejudice because Plaintiff withdrew it before removal became effective. Objections to RRdue by 2/11/2013. Signed by Magistrate Judge Thomas E Rogers, III on 01/25/2013. (Attachments: #1 Notice of Right to File Objections)(dsto,)** (Entered: 01/27/2013)
01/25/2013	23		***DOCUMENT MAILED: 22 REPORT AND RECOMMENDATION placed in U.S. Mail to Cindy B. Hunt, 195 D. Willow Green Drive, Conway, SC 29526 (dsto,) (Entered: 01/27/2013)
02/08/2013	25		OBJECTION to 22 Report and Recommendation by Cindy B Hunt. Reply to Objections due by 2/25/2013. (Attachments: #1 2012-CP-26-5264 Horry Co. Public Index, #2 SCRCP 41, #3 Certificate of Mailing for document #14, #4 Certificate of Service, #5 Envelope)(hcic,) (Entered: 02/11/2013)
02/22/2013	27		REPLY by Branch Banking and Trust Company to 25 Objection to Report and Recommendation, . (Attachments: #1 Supporting Documents 962 So. 2d. 183, #2 Supporting Documents Lands Inn v Branch Banking and Trust Company of South Carolina)(Licata, Steven) Modified on 2/25/2013 to edit text (prou,). (Entered: 02/22/2013)
03/06/2013	29		REPLY by Cindy B Hunt to 27 Reply to 25 Objection to Report and Recommendation. (Attachments: #1 Affidavit of Cindy B. Hunt)(prou,) (Entered: 03/06/2013)
03/13/2013	30		**OPINION AND ORDER: The Court adopts the Magistrate Judge's Report and Recommendation and incorporates it herein. Accordingly, Defendant's Motion to Dismiss is GRANTED and this case is DISMISSED without prejudice. Signed by Honorable Mary G Lewis on 3/13/2013. (prou,)** (Entered: 03/13/2013)
03/13/2013	31		JUDGMENT: Case is dismissed without prejudice. (prou,) (Entered: 03/13/2013)
03/13/2013	32		***DOCUMENTS MAILED 30 Opinion and Order, 31 Judgment placed in U.S. Mail to Cindy B. Hunt, 195 D. Willow Green Drive, Conway, SC 29526. (prou,) (Entered: 03/13/2013)

Exhibit # 2

2012 Mortgage Late Notice

Number of Pages 2

BB&T

JULY 16, 2012

5119750 900-01-06-10
CINDY B HUNT
195 WILLOW GREEN DR UNIT D
CONWAY SC 29526

LOAN NUMBER: [redacted]3115

Property Address:
195 -d Willow Greens Dr
Conway SC 29526-9382

Dear Mortgagor(s):

BB&T values the opportunity to provide your mortgage loan servicing. Our records indicate that your mortgage loan payment with us is past due. In accordance with your note, a late fee has been assessed to your account. If you have not already mailed your payment, please send in the total amount due to bring your account to a current status. The late charge amount below reflects the current late charge assessment in addition to any unpaid late charges.

Payment Due Date		07-01-12
Payment Amount	$	956.80
Late charges	$	45.92
Total Amount Due	$	1,002.72

In order to prevent potential adverse reporting to credit bureaus, this payment needs to be received no later than 2:00p.m. (EST) on the last business day of the month. Late payments, missed payments, and/or other defaults on your account may be reflected in your credit report.

As an alternative to mailing in this payment, and/or future payments, please use BB&T OnLine via the internet at www.bbt.com for electronic funds transfer options. You may also contact us directly to make your payment over the phone. When using either of the above options, please have your personal checking/savings account information available.

If you feel that our records are not correct or should you have any questions, please contact one of our Customer Service Representatives at 1-800-295-5744. Our standard office hours are Monday through Friday, 8:30a.m. to 5:00p.m. (EST). Thank you for banking with BB&T.

The Fair Debt Collection Practices Act requires us to inform you that we are attempting to collect a debt and any information obtained will be used for that purpose.

BB&T Mortgage
P.O. Box 3476
Greenville, SC 29602

XC001

Exhibit # ~~3~~

Title to 195 D Willow Green Drive

Number of Pages 5

958576
12200

FILED
HORRY COUNTY, S.C.
2003 OCT -1 PM 4:14
REGISTRAR OF DEEDS

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS,

That Christopher T. Brereton and Amanda Brereton, in the State aforesaid for and in consideration of the sum of One Hundred Fifteen Thousand Nine Hundred and No/100 - ($115,900.00) DOLLARS to me paid by Cindy B. Hunt in the State aforesaid, (Receipt whereof is hereby acknowledged) have granted, bargained, sold and released; and by these presents do grant, bargain, sell and release unto the said Cindy B. Hunt, the following described property to wit:

SEE PROPERTY DESCRIPTION

STATE 301.60 COUNTY 127.60

Grantees Address:
195-D Willow Greens Dr.
Conway, SC 29526

EXEMPT YES NO

ASSESSOR

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 Cindy B. Hunt, his Heirs and Assigns forever.

And I do hereby bind myself and my Heirs and Executors and Administrators, to Warrant and forever defend all and singular the said premises unto the said Cindy B. Hunt, his Heirs and Assigns, against me and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

DEED
2648 1241

1686

Witness the execution hereof by grantor this 30th day of September in the year of our Lord Two Thousand and Three and in the Two Hundred and Twenty-Eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Christopher T. Brereton (L.S.)

Amanda Brereton (L.S.)

(L.S.)

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

PERSONALLY appeared before me Crystal A. Calhoun and made oath that (s)he saw the within named Christopher T. Brereton and Amanda Brereton, Sign, Seal and as his Act and Deed deliver the within written Deed; and that (s)he with Gregory K. Martin witnessed the execution thereof.

Sworn to before me this 30th day of September A.D. 2003.

Laurel E. Walker (L.S.)

Notary Public for ~~South Carolina~~ MARYLAND

My Commission Expires: MAY 1, 2008

File No.: 12200

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

AFFIDAVIT

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

1. Property located in Bucks Township, bearing Horry County Tax Map Number #151-36-01-048 was transferred by Christopher T. Brereton and Amanda Brereton to Cindy B. Hunt, on September _____, 2003.

The transaction was (Check one):

___X___ an arm's length real property transaction and the sales price paid or to be paid in money or money's work was $115,900.00.

_____ not an arm's length real property transaction and the fair market value of the property is $_____.

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et. seq. because the deed is:

_____

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

Gregory K. Martin

Purchaser, Legal Representative of the Purchaser or other Responsible Person Connected with this transaction

SWORN to before me this 30th day of September, 2003.

Cynthia Calhoun

Notary Public for South Carolina

My Commission Expires: 5-1-13

ALL AND SINGULAR, that certain piece, parcel or tract of land, situate, lying and being in Conway Township, Horry County, South Carolina and being more particularly shown and designated as Unit 195-D, Phase 6 of Willow Greens Horizontal Property Regime on a plat prepared by Terry M. Watson, R.L.S., no.7168 for CJ Developers, LLC, a South Carolina Limited Liability Company, dated December 11, 1997, and recorded on June 1, 1998, in the Office of the Register of Deeds for Horry County in Plat Book 155 at page 113, reference to said plat being craved as forming a part of this description. A copy of the plans for Building 195 certified by Joel R. Carter, AIA, are further shown and recorded on June 1, 1998, in the Office of the Register of Deeds for Horry County in Condominium Cabinet "C" at Page 630.

This being the identical property conveyed to the Grantor herein by deed as recorded in Deed Book 2350 at Page 1064.

HORRY COUNTY ASSESSOR
151-36-01-048
Map Blk Parcel 10.2.03 PM

Exhibit # 49 entry # 14-4

Exhibit # 4

2007 CBH Mortgage Loan

Number of Pages 15

After Recording Return To:
Greg Martin
900-C Main Street
Conway, SC 29526

Instrument#: 2007000074610, MTG BK: 4906 PG: 1953 DOCTYPE: 002 05/23/2007 at 02:34:23 PM, 1 OF 14
BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

[Space Above This Line For Recording Data]

MORTGAGE

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 **May 18, 2007** , together with all Riders to this document.
(B) **"Borrower"** is **Cindy B Hunt**

Borrower is the mortgagor under this Security Instrument.
(C) **"Lender"** is **Coastal Federal Bank**
Lender is a **Federal Savings Bank** organized and existing under the laws of **The United States of America** . Lender's address is **2619 Oak Street, Myrtle Beach, SC 29577**

. Lender is the mortgagee under this Security Instrument.
(D) **"Note"** means the promissory note signed by Borrower and dated **May 18, 2007** . The Note states that Borrower owes Lender **One Hundred Forty Seven Thousand Two Hundred and no/100** Dollars (U.S. **$ 147,200.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **June 01, 2037**
(E) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(G) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

1691

(H) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(I) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) **"Escrow Items"** means those items that are described in Section 3.
(L) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(M) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(N) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(O) **"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.
(P) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

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

of **Horry**
[Name of Recording Jurisdiction]

Unit 195-D, Phase 6 of Willow Greens HPR

which currently has the address of **195-D Willow Greens Drive**
[Street]

Conway [City], South Carolina **29526** [Zip Code] ("Property Address"):

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a

1692

USCA4 100

part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

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

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

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

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

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

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall

1693

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.

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.

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.

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

1696

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 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.

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

1698

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.

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

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

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

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

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

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

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

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

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

1700

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 pages 1 through 11 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

Cindy B. Hunt (Seal) -Borrower
Cindy B Hunt

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

Signed, sealed and delivered in the presence of:

Witness

Gregory K. Martin
Witness 2/Notary

State of South Carolina
County of Horry

I Gregory K. Martin/Attorney (name and title), do hereby certify that
Cindy B Hunt

, personally appeared

before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal (where required by law) this the 18th day of May 2007

Gregory K. Martin
Notary Public for South Carolina

My commission expires: 11-20-11

1701

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **18th** day of **May 2007**
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **Coastal Federal Bank, Federal Savings Bank**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
195-D Willow Greens Drive
Conway, SC 29526

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:
Willow Greens
[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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

What Lender requires as a condition of this waiver can change during the term of the loan.

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

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

1702

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

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

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

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 and 2 of this Condominium Rider.

Cindy B. Hunt (Seal) -Borrower
Cindy B Hunt

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

Property Description Rider

ALL AND SINGULAR, that certain piece, parcel or tract of land, situate, lying and being in Conway Township, Horry County, South Carolina and being more particularly shown and designated as Unit 195-D, Phase 6 of Willow Greens Horizontal Property Regime on a plat prepared by Terry M. Watson, R.L.S., No. 7168 for CJ Developers, LLC, a South Carolina Limited Liability Company, dated December 11, 1997, and recorded on June 1, 1998, in the Office of the Register of Deeds for Horry County in Plat Book 155 at Page 113, reference to said plat being craved as forming a part of this description. A copy of the plans for Building 195 certified by Joel R. Carter, AIA, are further shown and recorded on June 1, 1998, in the Office of the Register of Deeds for Horry County in Condominium Cabinet "C" at Page 630.

This being the identical property conveyed to Cindy B. Hunt by Deed of Christopher T. Brereton and Amanda Brereton as recorded in the Office of the ROD for Horry County on October 1, 2003 in Deed Book 2648 at Page 1241.

TMS 151-36-01-048

1704

Exhibit # ~~5~~ 6

2007 CBH Settlement

Number of Pages 3

1705

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan			
1 ☐ FHA 2.☐ RHS 3.☒ Conv. Unins. 4.☐ VA 5.☐ Conv. Ins	6. File Number 16741	7. Loan Number 7510046466	8. Mortgage Insurance Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
Cindy B. Hunt 195-D Willow Greens Drive Conway, SC 29526		Coastal Federal Bank 2619 Oak Street Myrtle Beach, SC 29579

G. Property Location	H. Settlement Agent	
195-D Willow Greens Drive Conway, SC 29526	Gregory K. Martin, PC	
	Place of Settlement 900-C Main Street, Suite C Conway, SC 29526	I. Settlement Date 05/18/07 DD: 05/23/07

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price		401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	2,507.58	403.	
104. Payoff to Coastal Federal	54,749.79	404.	
105. Payoff to Coastal Federal	90,313.75	405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	147,571.12	420. GROSS AMOUNT DUE TO SELLER	
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT TO SELLER	
201. Deposit or earnest money		501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)	147,200.00	502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY / FOR BORROWER	147,200.00	520. TOTAL REDUCTION AMOUNT DUE SELLER	
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)	147,571.12	601. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)	147,200.00	602. Less reduction amount due to seller (line 520)	
303. CASH FROM BORROWER	371.12	603. CASH TO SELLER	

IN THE EVENT A RE-PRORATION OF THE TAXES IS NECESSARY WHEN THE TAX BILLS FOR 2007 ARE PREPARED, THE PARTIES AGREE TO HANDLE SAID RE-PRORATION BETWEEN THEMSELVES.

Cindy B. Hunt
Cindy B. Hunt

1706

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT — SETTLEMENT STATEMENT — PAGE 2

L. SETTLEMENT CHARGES: File Number: 15741			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price $ @ =				
Division of commission (line 700) as follows:				
701. $ to				
702. $ to				
703. Commission paid at Settlement				
704.				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN		P.O.C.		
801. Loan Origination Fee %				
802. Loan Discount %				
803. Appraisal Fee to	Terry Hamilton		350.00	
804. Credit Report to	Acranet		17.00	
805. Lender's Inspection Fee to				
806. Mtg. Ins. Application Fee to				
807. Assumption Fee to				
808. Underwriting Fee	Coastal Federal Bank		475.00	
809. Doc Prep Fee	Coastal Federal Bank		35.00	
810. Flood Determination Fee	Coastal Federal Bank		18.00	
811. Tax Related Service Fee	Coastal Federal Bank		47.50	
812.				
813.				
814.				
815.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest from 05/23/07 to 06/01/07	@$ 26.07 /day	9 day(s)	234.63	
902. Mortgage Insurance Premium	to			
903. Hazard Insurance Premium	yrs. to			
904.				
905.				
1000. RESERVES DEPOSITED WITH LENDER FOR				
1001. Hazard Insurance	mo. @$	/ mo.		
1002. Mortgage Insurance	mo. @$	/ mo.		
1003. City property taxes	mo. @$	/ mo.		
1004. County property taxes 9	mo. @$ 59.50	/ mo.	535.50	
1005. Annual Assessments	mo. @$	/ mo.		
1006.	mo. @$	/ mo.		
1007.	mo. @$	/ mo.		
1008. Aggregate Credit for Hazard/Flood Ins, City/County Prop Taxes, Mortgage Ins & Annual Assessments			-0.05	
1100. TITLE CHARGES				
1101. Settlement or closing fee to				
1102. Abstract or title search to				
1103. Title examination to	Gregory K. Martin, PC		87.00	
1104. Title insurance binder to	GKM Title Insurance		75.00	
1105. Document preparation to				
1106. Notary fees to				
1107. Attorney's fees to	Gregory K. Martin, PC		375.00	
(includes above item No:)				
1108. Title insurance to	GKM Title Insurance		224.00	
(includes above item No:)				
1109. Lender's coverage 147,200.00	224.00			
1110. Owner's coverage				
1111.				
1112.				
1113.				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording fees Deed $	; Mortgage $ 24.00	; Releases $ 10.00	34.00	
1202. City/county/stamps Deed $	; Mortgage $			
1203. State tax/stamps Deed $	; Mortgage $			
1204.				
1205.				
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey to				
1302. Pest inspection to				
1303.				
1304.				
1305.				
1306.				
1307.				
1308.				
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)			2,507.58	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Cindy B. Hunt
Cindy B. Hunt

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Gregory K. Martin
Gregory K. Martin, PC

5 18 07
Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

1707

Exhibit # 6

2003 CBH Mortgage Loan

Number of Pages 19

3450- 352

After Recording Return To:

FILED
HORRY COUNTY, S.C.
2003 OCT -1 PM 4:14
GALLERY V. SNIPPER
REGISTRAR OF DEEDS

COPY

7510032234

[Space Above This Line For Recording Data]

MORTGAGE

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 September 30, 2003, together with all Riders to this document.
(B) **"Borrower"** is Cindy B Hunt

Borrower is the mortgagor under this Security Instrument.
(C) **"Lender"** is **COASTAL FEDERAL BANK**
Lender is a **FEDERALLY CHARTERED BANK** organized and existing under the laws of **THE UNITED STATES OF AMERICA**. Lender's address is

2619 NORTH OAK STREET, MYRTLE BEACH, SC 29577-3129

. Lender is the mortgagee under this Security Instrument.
(D) **"Note"** means the promissory note signed by Borrower and dated September 30, 2003. The Note states that Borrower owes Lender Ninety-eight Thousand and no/100---------- Dollars (U.S. $ 98,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than October 1, 2033
(E) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."
(F) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(G) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

[X] Adjustable Rate Rider	[X] Condominium Rider	[ ] Second Home Rider
[ ] Balloon Rider	[ ] Planned Unit Development Rider	[X] Other(s) [specify] Property Description Rider
[ ] 1-4 Family Rider	[ ] Biweekly Payment Rider	Assumption Rider

(H) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(I) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) **"Escrow Items"** means those items that are described in Section 3.
(L) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(M) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(N) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(O) **"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.
(P) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

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

SEE PROPERTY DESCRIPTION RIDER

which currently has the address of 195d Willow Greens Drive
[Street]
Conway [City], South Carolina 29526 [Zip Code] ("Property Address"):

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a

part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

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

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall

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

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

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

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

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

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

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

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may

require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination 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.

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.

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 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.

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.

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

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

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

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

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

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

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

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

25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY 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 pages 1 through 11 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

_____ (Seal) -Borrower

Cindy B. Hunt (Seal) -Borrower
Cindy B. Hunt

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

Signed, sealed and delivered in the presence of:

Gregory K. Martin

Crystall Calhoun

State of South Carolina
County of Horry

I Gregory K. Martin (name and title), do hereby certify that

Cindy B. Hunt, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal (where required by law) this the 30th day of September, 2003

Gregory K. Martin
Notary Public for South Carolina

My commission expires: 11-20-11

ASSUMPTION RIDER

THIS ASSUMPTION RIDER is made this 30th day of September, 2003, and is incorporated into and shall be deemed to amend and supplement the Mortgage/Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Coastal Federal Savings Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

195d Willow Greens Drive Conway, SC 29526

PROPERTY ADDRESS

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this 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.

Lender will not exercise its right to require immediate payment in full of all sums in the event of the first transfer or sale by the Borrower executing this Security Instrument, provided that the Borrower is not in default. The new Borrower will be required to:

1. Make full application to Lender
2. Be approved by Lender
3. Execute an Assumption Agreement

There is no guarantee of Lender to release original Borrower of liability of the Note in the event of a transfer.

The exception of Lender to allow a one time transfer is inclusive, any and all other instances shall be at Lender's sole discretion.

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

Cindy B. Hunt
Borrower 1 (Seal) Borrower

Cindy B. Hunt

Borrower 2 (Seal) Borrower

Borrower 3 (Seal) Borrower

Borrower 4 (Seal) Borrower

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 30th day of September, 2003, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

Coastal Federal Bank

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

195d Willow Greens Drive Conway, SC 29526

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

Willow Greens HPR

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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

What Lender requires as a condition of this waiver can change during the term of the loan.

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

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

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

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

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

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this Condominium Rider.

_____ (Seal) -Borrower	Cindy B. Hunt (Seal) -Borrower
	Cindy B. Hunt
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

ADJUSTABLE RATE RIDER

(1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 30TH day of September 2003, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

COASTAL FEDERAL BANK

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of **4.875** %. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of **October, 2008** and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Three and Zero One Thousandth** percentage points (**3.000** %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **6.875 %** or less than **2.875 %**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **10.875 %**.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

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

Section 18 of the Security Instrument is amended to read as follows:

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Adjustable Rate Rider.

Cindy B. Hunt (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

PROPERTY DESCRIPTION RIDER

ALL AND SINGULAR, that certain piece, parcel or tract of land, situate, lying and being in Conway Township, Horry County, South Carolina and being more particularly shown and designated as Unit 195-D, Phase 6 of the Willow Greens Horizontal Property Regimes on a plat prepared by Terry M. Watson, R.L.S., no. 7168 for C.J. Developers, LLC, a South Carolina Limited Liability Company, dated December 11, 1997, and recorded on June 1, 1998, in the Office of the ROD for Horry County in Plat Book 155 at page 113, reference to said plat being craved as forming a part of this description. A copy of the plans for Building 195 certified by Joel R. Carter, AIA, are further shown and recorded on June 1, 1998, in the Office of the ROD for Horry County in Condominium Cabinet "C" at page 630.

This being the identical property conveyed to the Mortgagors herein by Deed recorded in the Office of the ROD for Horry County in Deed Book _____ at Page _____.

1726

Exhibit # 

2003 CBH Settlement

Number of Pages 5

A. SETTLEMENT STATEMENT

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan		6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
1. __ FHA 2. __ FmHA 3. _X_ Conv. Unins. 4. __ VA 5. __ Conv. Ins.		12200	7510032234	

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (P.O.C.) were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
Cindy B. Hunt 400 Willow Greens Drive Conway, SC 29526	Christopher Brereton Amanda Brereton	Coastal Federal Bank 2619 Oak Street Myrtle Beach, SC 29577

G. Property Location	H. Settlement Agent	
195d Willow Greens Drive Conway, SC 29526	Gregory K. Martin, PC Place of Settlement 900-C Main Street, Suite C Conway, SC 29526	I. Settlement Date 09/30/03

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. Gross Amount Due From Borrower		**400. Gross Amount Due To Seller**	
101. Contract sales price	115,900.00	401. Contract sales price	115,900.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	1,973.22	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	117,873.22	420. GROSS AMOUNT DUE TO SELLER	115,900.00
200. Amounts Paid By or In Behalf of Borrower		**500. Reductions In Amount Due To Seller**	
201. Deposit or earnest money	500.00	501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)	98,000.00	502. Settlement charges to seller (line 1400)	7,563.20
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan Ed Hoffner	108,227.29
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 01/01 to 09/30	486.16	511. County taxes 01/01 to 09/30	486.16
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	98,986.16	520. TOTAL REDUCTION AMOUNT DUE SELLER	116,276.65
300. Cash At Settlement From or To Borrower		**600. Cash At Settlement To or From Seller**	
301. Gross amount due from borrower (line 120)	117,873.22	601. Gross amount due to seller (line 420)	115,900.00
302. Less amounts paid by/for borrower (line 220)	98,986.16	602. Less reduction amount due seller (line 520)	116,276.65
303. CASH FROM BORROWER	18,887.06	603. CASH FROM SELLER	376.65

IN THE EVENT A RE-PRORATION OF THE TAXES IS NECESSARY WHEN THE TAX BILLS FOR 2001 ARE PREPARED, THE PARTIES AGREE TO HANDLE SAID RE-PRORATION BETWEEN THEMSELVES.

Cindy B. Hunt
Cindy B. Hunt — Buyer/Borrower

Christopher Brereton — Seller

Buyer/Borrower

Amanda Brereton — Seller

RESPA, HB 4305.2 – REV. HUD-1 (3/86)

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan			
1.☐ FHA 2.☐ FmHA 3.☒ Conv. Unins. 4.☐ VA 5.☐ Conv. Ins.	6. File Number 12200	7. Loan Number 7510032234	8. Mortgage Insurance Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
Cindy B. Hunt 400 Willow Greens Drive Conway, SC 29526	Christopher Brereton Amanda Brereton	Coastal Federal Bank 2619 Oak Street Myrtle Beach, SC 29577

G. Property Location	H. Settlement Agent	
195d Willow Greens Drive Conway, SC 29526	Gregory K. Martin, PC	
	Place of Settlement 900-C Main Street, Suite C Conway, SC 29526	I. Settlement Date 09/30/03

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	115,900.00	401. Contract sales price	115,900.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	1,973.22	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	117,873.22	420. GROSS AMOUNT DUE TO SELLER	115,900.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT TO SELLER	
201. Deposit or earnest money	500.00	501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)	98,000.00	502. Settlement charges to seller (line 1400)	7,563.20
203. Existing loan(s) taken subject to		503. Existing loans taken subject to	
204.		504. Payoff of first mortgage loan	108,227.29
		Ed Hoffner	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 01/01 to 09/30	486.16	511. County taxes 01/01 to 09/30	486.16
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY / FOR BORROWER	98,986.16	520. TOTAL REDUCTION AMOUNT DUE SELLER	116,276.65
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)	117,873.22	601. Gross amount due to seller (line 420)	115,900.00
302. Less amounts paid by/for borrower (line 220)	98,986.16	602. Less reduction amount due to seller (line 520)	116,276.65
303. CASH FROM BORROWER	18,887.06	603. CASH FROM SELLER	376.65

IN THE EVENT A RE-PRORATION OF THE TAXES IS NECESSARY WHEN THE TAX BILLS FOR 2003 ARE PREPARED, THE PARTIES AGREE TO HANDLE SAID RE-PRORATION BETWEEN THEMSELVES.

Cindy B. Hunt

Christopher Brereton

Amanda Brereton

1729

L. SETTLEMENT CHARGES:	FILE #: 12200	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price $ 115,900.00 @ 6.00 = 6,954.00			
Division of commission (line 700) as follows:			
701. $ 3,477.00 to Coldwell Banker			
702. $ 3,477.00 to Prudential B&C Realty			
703. Commission paid at Settlement			6,954.00
704.			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN	**P.O.C.**		
801. Loan Origination Fee %			
802. Loan Discount %			
803. Appraisal Fee to Vincent J. Olivetti	290.00L		
804. Credit Report to Coastal Federal Bank		17.00	
805. Lender's Inspection Fee to			
806. Mtg. Ins. Application Fee to			
807. Assumption Fee to			
808. Tax Service Fee Coastal Federal Bank		81.00	
809. Underwritiers Fee Coastal Federal Bank		295.00	
810. Flood Certification GEOTRAC		18.00	
811. PMI Monthly Renewal RMIC		28.58	
812.			
813.			
814.			
815.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest from 09/30/03 to 10/01/03 @ $ 13.271 /day 1 Days		13.27	
902. Mortgage Insurance Premium for to			
903. Hazard Insurance Premium for yrs to			
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER FOR			
1001. Hazard Insurance mo.@$ /mo.			
1002. Mortgage Insurance 2 mo.@$ 28.58 /mo.		57.16	
1003. City property taxes mo.@$ /mo.			
1004. County property taxes 13 mo.@$ 54.17 /mo.		704.21	
1005. Annual Assessments mo.@$ /mo.			
1006. mo.@$ /mo.			
1007. mo.@$ /mo.			
1008.			
1100. TITLE CHARGES			
1101. Settlement or closing fee to			
1102. Abstract or title search to			
1103. Title examination to Scott Steiner		75.00	
1104. Title insurance binder to GKM Title		50.00	
1105. Document preparation to Gregory K. Martin			100.00
1106. Notary fees to			
1107. Attorney's fees to Gregory K. Martin		275.00	
(includes above items No:)			
1108. Title insurance to GKM Title		328.00	
(includes above items No:)			
1109. Lender's coverage $ 98,000.00 ---- 270.00			
1110. Owner's coverage $ 115,900.00 ---- 58.00			
1111.			
1112.			
1113.			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording fees Deed $ 10.00 ; Mortgage $ 21.00 ; Releases $ 5.00		31.00	5.00
1202. City/county/stamps Deed $ 429.20 ; Mortgage $			429.20
1203. State tax/stamps Deed $; Mortgage $			
1204.			
1205.			
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey to			
1302. Pest inspection to Terminix Service, Inc			75.00
1303.			
1304.			
1305.			
1306.			
1307.			
1308.			
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)		1,973.22	7,563.20

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Cindy B. Hurst — Buyer/Borrower

Buyer/Borrower

Christopher Brereton — Seller

Amanda Brereton — Seller

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Gregory K. Martin, PC — Settlement Agent

9-30-03 — Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

RESPA, HB 4305.2 – REV. HUD-1 (3/86)

1730

File Number: 12200

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT
PAGE 2

L. SETTLEMENT CHARGES:						PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price $	115,900.00 @	6.00 =	6,954.00				
Division of commission (line 700) as follows:							
701. $ 3,477.00	to	Coldwell Banker					
702. $ 3,477.00	to	Prudential B&C Realty					
703. Commission paid at Settlement							6,954.00
704.							
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					P.O.C.		
801. Loan Origination Fee	%						
802. Loan Discount	%						
803. Appraisal Fee	to	Vincent J. Olivetti			290.00L		
804. Credit Report	to	Coastal Federal Bank				17.00	
805. Lender's Inspection Fee	to						
806. Mtg. Ins. Application Fee	to						
807. Assumption Fee	to						
808. Tax Service Fee		Coastal Federal Bank				61.00	
809. Underwriters Fee		Coastal Federal Bank				295.00	
810. Flood Certification		GEOTRAC				18.00	
811. PMI Monthly Renewal		RMIC				28.58	
812.							
813.							
814.							
815.							
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE							
901. Interest from 09/30/03	to 10/01/03	@$	13.271	/day	1 day(s)	13.27	
902. Mortgage Insurance Premium		to					
903. Hazard Insurance Premium		yrs. to					
904.							
905.							
1000. RESERVES DEPOSITED WITH LENDER FOR							
1001. Hazard Insurance		mo. @$		/ mo.			
1002. Mortgage Insurance	2	mo. @$	28.58	/ mo.		57.16	
1003. City property taxes		mo. @$		/ mo.			
1004. County property taxes	13	mo. @$	54.17	/ mo.		704.21	
1005. Annual Assessments		mo. @$		/ mo.			
1006.		mo. @$		/ mo.			
1007.		mo. @$		/ mo.			
1008. Aggregate Reserve for Hazard/Flood Ins, City/County Prop Taxes, Mortgage Ins & Annual Assessments							
1100. TITLE CHARGES							
1101. Settlement or closing fee	to						
1102. Abstract or title search	to						
1103. Title examination	to	Scott Steiner				75.00	
1104. Title insurance binder	to	GKM Title				50.00	
1105. Document preparation	to	Gregory K. Martin					100.00
1106. Notary fees	to						
1107. Attorney's fees	to	Gregory K. Martin				275.00	
(Includes above item No:		)					
1108. Title insurance	to	GKM Title				328.00	
(includes above item No:		)					
1109. Lender's coverage 98,000.00 --- 270.00							
1110. Owner's coverage 115,900.00 --- 58.00							
1111.							
1112.							
1113.							
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES							
1201. Recording fees Deed $	10.00	; Mortgage $	21.00	; Releases $	5.00	31.00	5.00
1202. City/county/stamps Deed $	429.20	; Mortgage $					429.20
1203. State tax/stamps Deed $		; Mortgage $					
1204.							
1205.							
1300. ADDITIONAL SETTLEMENT CHARGES							
1301. Survey	to						
1302. Pest Inspection	to	Terminix Service, Inc					75.00
1303.							
1304.							
1305.							
1306.							
1307.							
1308.							
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)						1,973.22	7,563.20

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Cindy B. Hunt — Borrower — Amanda Brenton

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Gregory K. Martin, PC — Date 9/30/03

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

RESPA, HB 4305.2 - REV. HUD1(3/86)

1731

USCA4 141

Exhibit # 8

2002 CBH Vehicle Title

Number of Pages 2

S2033B

STATE OF SOUTH CAROLINA
CERTIFICATE OF TITLE
OF A VEHICLE

VEHICLE ID NUMBER	YEAR	MAKE	MODEL	NEW/USED
WDBEA32E5RC052571	1994	MERZ	E32	NEW

BODY STYLE	DATE ISSUED	ODOMETER	WEIGHT	TITLE NUMBER
4S	09-19-2002	21,364	34000	7702601015997368

VEHICLE BRAND(S)
ACTUAL MILEAGE

FULL NAME OF OWNER(S) — CUSTOMER NUMBER: 023903806
HUNT, CINDY BLONDELLA
3108 CULTRA RD
CONWAY SC 295263711

FIRST LIENHOLDER
COASTAL FEDERAL BANK
330 WRIGHT BLVD
CONWAY SC 295265031
DATE OF LIEN: 08/16/2002

1ST LIEN RELEASED 9/4/07 (DATE)
BY [signature] (AUTHORIZED AGENT)

THE SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

B. BOYKIN ROSE, DIRECTOR
DEPT. OF PUBLIC SAFETY

JIM HODGES, GOVERNOR

KEEP IN A SAFE PLACE — ANY ALTERATION OR ERASURE VOIDS THIS TITLE

032917393

Exhibit # 9

Hunt 1993 Mortgage

Number of Pages 8

~~$2697~~ 9185

R.E. Mtg Bk 1814 pg 348
For Sat. See RE Mtg. BK 2974 PG 1488

93 FEB 22 PM 2:27
R.H.C.

93 AUG 13 PM 4:02
R.H.C.

R.E. Mtg Bk 1882 pg 283

[Space Above This Line For Recording Data]

MORTGAGE

CANCELED OF RECORD
Register of Deeds
MAY 13 2002

FILED
HORRY COUNTY, S.C.
2002 MAY 13 PM 3:15
R.M.C.

THIS MORTGAGE ("Security Instrument") is given on August 13, 1993. The mortgagor is Cindy B. Hunt

("Borrower"). This Security Instrument is given to Coastal Federal Savings Bank

which is organized and existing under the laws of United States of America, and whose address is 2619 North Oak Street, Myrtle Beach, South Carolina 29577 ("Lender"). Borrower owes Lender the principal sum of Eighty Thousand Two Hundred Seventy-Five and No/100 Dollars (U.S. $ 80,275.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2023. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in Horry County, South Carolina:

See Property Description Rider Attached Hereto

A TRUE COPY, ATTEST
REGISTER OF MESNE CONVEYANCE
HORRY COUNTY, S. C.
Transfer 5-7-09

MORTGAGE
2974 1488

(State of South Carolina)
(County of Horry)
The indebtedness secured by the within security instrument having been paid in full, the lien thereof is declared fully satisfied and forever discharged the 24 day of April 2002
Coastal Federal Bank
(Formerly Coastal Federal Savings Bank)
BY: Christine L Allen
Loan Servicing Representative
Witness: Carolyn Allen

which has the address of 3108 Cultra Road, Conway [Street, City]
South Carolina 29526 [Zip Code] ("Property Address");

SOUTH CAROLINA-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT
VMP-6R(SC) (9212) Form 3041 9/90 Amended 5/91
VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291
Page 1 of 6

BOOK 1814 PAGE 348

1488

1882 283

283 ~~344~~

USCA4 145

1735

82697

R.E. Mtg Bk
1814 pg 348

93 AUG 13 PM 4.02
R.H.C.

[Space Above This Line For Recording Data]

MORTGAGE

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which is organized and existing under the laws of United States of America , and whose address is 2619 North Oak Street, Myrtle Beach, South Carolina 29577 ("Lender"). Borrower owes Lender the principal sum of Eighty Thousand Two Hundred Seventy-Five and No/100 Dollars (U.S. $ 80,275.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2023 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in Horry County, South Carolina:

See Property Description Rider Attached Hereto

A TRUE COPY, ATTEST
REGISTER OF MESNE CONVEYANCE
HORRY COUNTY, S. C.
BY
5-2-09

which has the address of 3018 Cultra Road, Conway [Street, City],
South Carolina 29526 [Zip Code] ("Property Address");

BOOK 1814 PAGE 348

348

1736

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, 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 and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty 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 shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. 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.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. 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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument 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 under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

22. 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 without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers. Borrower waives all rights of homestead exemption in the Property. Borrower waives the right to assert any statute providing appraisal rights which may reduce any deficiency judgment obtained by Lender against Borrower in the event of foreclosure under this Security Instrument.

24. 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 one hundred fifty percent (150%) of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
[Check applicable box(es)]

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Signed, sealed and delivered in the presence of:

Gregory Keith Martin
L Cole Smith

Cindy B. Hunt (Seal)
Cindy B. Hunt -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

STATE OF SOUTH CAROLINA, Horry **County ss:**

Before me personally appeared L. Cole Smith and made oath that he saw the within named Borrower sign, seal, and as her act and deed, deliver the within written Mortgage; and that he with Gregory Keith Martin witnessed the execution thereof.

L Cole Smith

Sworn before me this 13th day of August, 1993

My Commission Expires:

Gregory Keith Martin
Notary Public for South Carolina

(Seal)

BOOK 1814 PAGE 353

Form 3041 9/90

353

1740

Property Description Rider

ALL AND SINGULAR, THAT CERTAIN LOT shown and represented on a map of a portion of the Homewood Colony Lot No. 63 of Snow Hill Company, situate, lying an dbeing in Conway Township, Horry County, South Carolina, represented on map by J. F. Thomas, R.L.S., dated August 11, 1965, recorded in the Office of the RMC for Horry County in Plat Book 43 at Page 141, as being Lot No. Three (3).

THIS lot is bounded on the southeast by Burroughs Road; on the Southwest by a 50-foot reserved road area; an don the Northwest by lot No. 6; and on the northeast by Lot No. 4.

For a more accurate, up-to-date description, reference is craved to that certain map prepared for John R. Smiley, Jr. by Freeland, Clinkscales and Huntley dated July 27, 1988, a copy of which is recorded herewith forming a part and parcel hereof.

This being the identical property conveyed to the mortgagor herein by deed from John R. Smiley, Jr. and Wanda L. Smiley, dated August 13, 1993 and recorded in the RMC Office for Horry County in Deed Book 1658 at Page 605. CBH

BOOK 1814 PAGE 354

354

1741

Exhibit # 10

2004 Davis Mortgage

Number of Pages ___



FILED
HORRY COUNTY, S.C.
2004 SEP 27 PM 3:21
BALLERY W. SKIPPER
REGISTRAR OF DEEDS

ORIGINAL
I HEREBY ATTEST
HORRY COUNTY REGISTER OF DEEDS
Ballery W. Skipper, Director — By: [illegible]

After Recording Return To:

7510034129

[Space Above This Line For Recording Data]

MORTGAGE

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 September 24, 2004, together with all Riders to this document.
(B) **"Borrower"** is COSTELLA DAVIS AND CLEVELAND DAVIS

Borrower is the mortgagor under this Security Instrument.
(C) **"Lender"** is COASTAL FEDERAL BANK
Lender is a FEDERALLY CHARTERED BANK organized and existing under the laws of THE UNITED STATES OF AMERICA. Lender's address is 2619 NORTH OAK STREET, MYRTLE BEACH, SC 29577-3129. Lender is the mortgagee under this Security Instrument.
(D) **"Note"** means the promissory note signed by Borrower and dated September 24, 2004. The Note states that Borrower owes Lender One Hundred Twenty-Six Thousand Eight Hundred Twenty-Five and NO/100---------- Dollars (U.S. $ 126,825.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than October 1, 2034.
(E) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."
(F) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(G) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

MORTGAGE
3791 0263

REGISTER OF DEEDS HORRY COUNTY S. C.
A TRUE COPY, ATTEST REGISTER OF DEEDS

(H) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(I) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) **"Escrow Items"** means those items that are described in Section 3.
(L) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(M) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(N) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(O) **"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.
(P) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

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

SEE PROPERTY DESCRIPTION RIDER ATTACHED HERETO

which currently has the address of Unit 595 D Willow Drive
[Street]
Conway [City], South Carolina 29526 [Zip Code] ("Property Address"):

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a

A TRUE COPY, ATTEST
All of the foregoing is
REGISTER OF DEEDS
Bailey V. Skipper, Director

part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

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

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall

REGISTER OF DEEDS HORRY COUNTY S. C.

A TRUE COPY, ATTEST
HORRY COUNTY REGISTER OF DEEDS
Bailey V. Skipper, Director — By: V. Skipper

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.

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

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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.

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

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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.

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

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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 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.

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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.

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

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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.

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.

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

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

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

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

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

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

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

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

REGISTER OF DEEDS HORRY COUNTY THE INDEPENDENT REPUBLIC S. C.

A TRUE COPY ATTEST REGISTER OF DEEDS

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 pages 1 through 11 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

_____ (Seal) -Borrower	Costella D Davis (Seal) COSTELLA DAVIS -Borrower
_____ (Seal) -Borrower	C Cleveland D Davis (Seal) CLEVELAND DAVIS -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

Signed, sealed and delivered in the presence of:

Teresa Sumpter _____ _____

Maryland
State of ~~South Carolina~~
County of HO

I MINI M CAPERS (name and title), do hereby certify that

Costella Davis and Cleveland Davis , personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal (where required by law) this the 24th day of September, 2004

_____
Notary Public for ~~South Carolina~~
Maryland

My commission expires: 3/1/08

REGISTER OF DEEDS HORRY COUNTY S. C.

A TRUE COPY, ATTEST
HORRY COUNTY REGISTER OF DEEDS
Bellary V. Skipper, Director --- Bellary V. Skipper

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 24th day of September, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

Coastal Federal Bank

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

Unit 595 D Willow Green Drive, Conway, SC 29526

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

Willow Greens Horizontal Property Regime

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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

What Lender requires as a condition of this waiver can change during the term of the loan.

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

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

REGISTER OF DEEDS HORRY COUNTY THE INDEPENDENT REPUBLIC S. C.

A TRUE COPY, ATTEST
HORRY COUNTY REGISTER OF DEEDS
Gallery V. Skipper, Director — Bobby V. Skipper

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

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

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

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this Condominium Rider.

_____ (Seal) -Borrower	Costella Davis (Seal) COSTELLA DAVIS -Borrower
_____ (Seal) -Borrower	Cleveland D Davis (Seal) CLEVELAND DAVIS -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

REGISTER OF DEEDS HORRY COUNTY S. C.
A TRUE COPY, ATTEST
HORRY COUNTY REGISTER OF DEEDS
Ballery W. Skipper, Director — Bobbie V. Kopp

SECOND HOME RIDER

THIS SECOND HOME RIDER is made this 24th day of September, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to

COASTAL FEDERAL BANK

(the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:

Unit 595 D Willow Drive, Conway, SC 29526

[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. Occupancy. Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

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 second home.

A TRUE COPY ATTEST
HORRY COUNTY REGISTER OF DEEDS
Betty V. Shipman, Director — By: _____

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this Second Home Rider.

_____ (Seal) -Borrower

Costella Davis (Seal) -Borrower
COSTELLA DAVIS

_____ (Seal) -Borrower

Cleveland Davis (Seal) -Borrower
CLEVELAND DAVIS

_____ (Seal) -Borrower

_____ (Seal) -Borrower

REGISTER OF DEEDS HORRY COUNTY S.C.

A TRUE COPY, ATTEST
HORRY COUNTY REGISTER OF DEEDS
Bethany V. Skipper, Director — Bethany V. Skipper

PROPERTY DESCRIPTION RIDER

ALL AND SINGULAR, that certain unit, including the appropriate interest in the common condominium elements, situate in Conway Township, Horry County, South Carolina, being **Unit 595-D of Phase 7 of Willow Greens Horizontal Property Regime,** established pursuant to the South Carolina Horizontal Property Act, Sections 27-31-10 at.seq., South Carolina Code of Laws, 1976, as amended, and submitted by Master Deed dated December 13, 1996, and recorded in the Office of the ROD for Horry County in January 3, 1997, in Deed Book 1912 at Page 544, said Master Deed being further amended by First Amendment to the Master Deed for Willow Greens Horizontal Property Regime, dated January 28, 1997 and recorded on January 30, 1997 in the aforesaid ROD's office in Deed Book 1917 at Page 1251, and being further amended by Second Amendment to the Master Deed for Willow Greens Horizontal Property Regime, April 21, 1997 and recorded April 21, 1997 and recorded April 24, 1997 in the Office of the ROD in Deed Book 1936 at Page 819 and further by Third Amendment to the Master Deed for Willow Greens Horizontal Property Regime, dated June 16, 1997 and recorded June 17, 1997 in the Office of the ROD for Horry County in Deed Book 1950 at Page 633; further amended by Fourth Amendment to Master Deed for Willow Greens Horizontal Property Regime, dated August 22, 1997 and recorded August 26, 1997 in the Office of the ROD for Horry County in Deed Book 1968 at Page 604; further amended by Fifth Amendment to the Master Deed for Willow Greens Horizontal Property Regime, dated December 16, 1997 and recorded December 16, 1997 in the aforesaid Office of the ROD in Deed Book 1999 at Page 491 and being further shown upon plans certified by Joel R. Carter, Architect, and recorded on December 16, 1997 in the Office of the ROD for Horry County in Condominium Cabinet "C" at Page 587. The real estate upon which said dwelling is situate is more fully described on a survey prepared by Terry L. Watson, dated December 11, 1997, and recorded in the Office of the ROD for Horry County in December 16, 1997 in Plat Book 152 at Page 131.

SUBJECT TO, all of the provisions of said Master Deed, including the provisions of all of its exhibits; applicable zoning ordinances; restrictions, covenants, easements, and reservations of records, and taxes for the current year.

TOGETHER with all of the appurtenances thereto according to said Master Deed and the Grantee assumes all obligations under said Master Deed including, but not limited to, the payment of assessments for the maintenance and operation of the Unit and common elements;

AND SUBJECT to the provisions of the By-Laws of Willow Greens Homeowners Association, Inc., and to all other reservations and restrictions of record, easements and rights of way of record including those as set out on the aforesaid map.

This being the identical property conveyed to the Mortgagors herein by Deed recorded in the Office of the ROD for Horry County in Deed Book ____ at Page _____.

2798 / 281

278

Exhibit # 

Sherman 2002 Mortgage

Number of Pages ____

1759

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FILED
DEC 27 PM 3:27
REGISTER OF DEEDS

After Recording Return To:

7512029824

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MORTGAGE

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 December 18, 2002 , together with all Riders to this document.
(B) "Borrower" is Dexter Runcie Sherman, II a/k/a Dexter R. Sherman, II

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is COASTAL FEDERAL BANK
Lender is a FEDERALLY CHARTERED BANK organized and existing under the laws of THE UNITED STATES OF AMERICA . Lender's address is

2619 NORTH OAK STREET, MYRTLE BEACH, SC 29577-3128

. Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated December 18, 2002 . The Note states that Borrower owes Lender SEVENTY -EIGHT THOUSAND FOUR HUNDRED AND NO/100 Dollars (U.S. $ 78,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2033
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

(H) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(I) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) **"Escrow Items"** means those items that are described in Section 3.
(L) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(M) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(N) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(O) **"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.
(P) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

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

of HORRY :
[Name of Recording Jurisdiction]

SEE PROPERTY DESCRIPTION RIDER ATTACHED HERETO

which currently has the address of 2603 Lincoln Park Drive
[Street]

Conway , South Carolina 29526 ("Property Address"):
[City] [Zip Code]

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a

part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

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

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall

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

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

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

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

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

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

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

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may

require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination 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.

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.

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 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.

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.

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

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

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

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

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

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

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

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

25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY 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 pages 1 through 11 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

Dexter Runcie Sherman II (Seal)
DEXTER RUNCIE SHERMAN, II A/K/A -Borrower

Dexter R. Sherman II (Seal)
DEXTER R. SHERMAN, II -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Signed, sealed and delivered in the presence of:

Gregory K. Martin

Lewis R. Capps

State of South Carolina
County of HORRY

I Gregory K. Martin, Notary Public (name and title), do hereby certify that Dexter Runcie Sherman, II a/k/a Dexter R. Sherman, II, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal (where required by law) this the 18th day of December 2002.

Gregory K. Martin
Notary Public for South Carolina

My commission expires: 11-20-11.

PROPERTY DESCRIPTION RIDER

ALL AND SINGULAR, all that certain piece, parcel or lot of land, situate, lying and being in Conway Township, County and State aforesaid shown and designated as LOT #50, OF THE LINCOLN PARK SUBDIVISION, prepared by Terry M. Watson, R.L.S., and recorded in Plat Book 92 at Page 106, in the Office of the ROD for Horry County.

THIS PROPERTY IS SUBJECT to the restrictions recorded in Deed Book 1071 at Page 315, in the Office of the ROD for Horry County.

THIS BEING THE IDENTICAL property conveyed to the Mortgagors herein by Deed recorded in the Office of the ROD for Horry County in Deed Book 1470 at Page 856.

1270

Exhibit # 19

2002 Allen car lien

Number of Pages ____

1772

S20338

16-41-436601

STATE OF SOUTH CAROLINA
CERTIFICATE OF TITLE
OF A VEHICLE

VEHICLE ID NUMBER	YEAR	MAKE	MODEL	NEW/USED
WDBJF65E5WA690462	1998	MERZ	E32	NEW

BODY STYLE	DATE ISSUED	ODOMETER	WEIGHT	TITLE NUMBER
4S	09-18-2002	41,476	33000	7702601014862568

VEHICLE BRAND(S)
ACTUAL MILEAGE

FULL NAME OF OWNER(S)
ALLEN, RASHAWN LAVARNE
428 AUTUMN CIR
COLUMBIA SC 292064982

CUSTOMER NUMBER: 022054486

FIRST LIENHOLDER
COASTAL FEDERAL BANK
3894 RENEE DR
MYRTLE SC 295794108
RELEASED LIEN 08/08/2002

1ST LIEN RELEASED 4/5/07
DATE
BY
AUTHORIZED AGENT

THE SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

M. BOYKIN ROSE, DIRECTOR
DEPT. OF PUBLIC SAFETY

JIM HODGES, GOVERNOR

KEEP IN A SAFE PLACE. ALTERATION OR ERASURE VOIDS THIS TITLE

032912562

1773

Exhibit # 13

2002 Allen car note

Number of Pages ____

1774

NOTE, D.. CLOSURE AND SECURITY ..GREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$30,708.00	08-08-2002	08-08-2007	164143661	9190		08	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Borrower: RASHAWN L ALLEN ([redacted])
424 AUTUMN CIRCLE
COLUMBIA, SC 29206

Lender: Coastal Federal Bank
Carolina Forest
3894 Renee Drive
Myrtle Beach , SC 29579
(843) 205-2016

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of my credit as a yearly rate.	The dollar amount the credit will cost me.	The amount of credit provided to me or on my behalf.	The amount I will have paid after I have made all payments as scheduled.
7.534%	$6,237.54	$30,688.00	$36,925.54

PAYMENT SCHEDULE. My payment schedule will be 59 monthly payments of $615.42 each, beginning September 8, 2002; and one payment of $615.76 on August 8, 2007.

PROPERTY INSURANCE. I may obtain property insurance from anyone I want that is acceptable to Lender. If I get the VSI insurance from Lender, I will pay $20.00.

SECURITY. I am giving a security interest in the goods or property being purchased, in addition to Lender's security interest and other rights in my deposit accounts.

LATE CHARGE. If a payment is 11 days or more late, I will be charged **5.000% of the unpaid portion of the regularly scheduled payment. The late charge will not be less than $5.60 or greater than $14.00. However, Lender may charge the maximum delinquency charge authorized by law as it may be increased during the term of this loan.**

PREPAYMENT. If I pay off early, I may be entitled to receive a refund of a portion of the prepaid finance charges, and I will not have to pay a penalty.

I will look at my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.

Amount Financed Itemization

Amount paid to others on my behalf: $30,688.00 to FOWLER MOTORS		$30,688.00
Total Financed Prepaid Finance Charges:		$20.00
Note Principal:		$30,708.00
Prepaid Finance Charges: Lender may retain a portion of certain of these amounts.		$20.00
Financed: $20.00 Vendors Single Interest (VSI) Insurance	$20.00	
In Cash:	$0.00	
Amount Financed:		$30,688.00

Principal Amount: $30,708.00 **Interest Rate: 7.500%** **Date of Agreement: August 8, 2002**

PROMISE TO PAY. I ("Borrower") promise to pay to Coastal Federal Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Thirty Thousand Seven Hundred Eight & 00/100 Dollars ($30,708.00), together with interest at the rate of 7.500% per annum on the unpaid principal balance from August 8, 2002, until paid in full.

PAYMENT. I will pay this loan in 59 payments of $615.42 each payment and an irregular last payment estimated at $615.76. My first payment is due September 8, 2002, and all subsequent payments are due on the same day of each month after that. My final payment will be due on August 8, 2007, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. All payments will be applied in accordance with the requirements of the South Carolina Consumer Protection Code. Interest on this Agreement is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT. If I pay off this Agreement early, I may be entitled ... of the prepaid fees or charges as provided in the South Carolina Consumer Protection Code. I ... or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed ... to continue to make payments under the payment schedule. Rather, early payments will reduce ... ding fewer payments. I agree not to send Lender payments marked "paid in full", "without recour ... ender may accept it without losing any of Lender's rights under this Agreement, and I will remain ... All written communications concerning disputed amounts, including any check or other paymen ... s "payment in full" of the amount owed or that is tendered with other conditions or limitations or ... mailed or delivered to: Coastal Federal Bank, 2619 Oak Street Myrtle Beach, SC 29577.

PAID IN FULL and SATISFIED
this 13 day of April, 2007
COASTAL FEDERAL BANK

LATE CHARGE. If a payment is 11 days or more late, I will be charged **5.000% of the unpaid portion of the regularly scheduled payment. The late charge will not be less than $5.60 or greater than $14.00. However, Lender may charge the maximum delinquency charge authorized by law as**

Exhibit # 1A

National Mortgage Licensing System

Number of Pages 2

NMLS consumer access

branch banking and trust

1 match found! Filter by: Individual Company Any Regulator

Apply Filter(s)

Branch Banking and Trust C...

NMLS ID: 399803

Address: 200 West Second Street
Winston-Salem, NC 27101

Information made available through NMLS Consumer Access℠ is derived from NMLS (Nationwide Mortgage Licensing System & Registry or Nationwide Multistate Licensing System), the financial services industry's online registration and licensing database. NMLS was created by the Conference of State Bank Supervisors (CSBS) and the American Association of Residential Mortgage Regulators (AARMR) and is owned and operated by the State Regulatory Registry LLC (SRR), a wholly owned subsidiary of CSBS. For more information about the System, please visit the NMLS Resource Center or the NMLS Federal Registry Resource Center websites. | Download PDF Reader

1777

Blank

1778

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 51

Number of Pages ----9----------

Doc. # 97 from 4:09- 2151 (loans paid off at footnote #1)

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

Cindy B. Hunt Plaintiff v. Branch Banking and Trust Company, Danny Fogle, Cathy Lambert, Judy Teal, Mark Booz, David Craven and Kaci Sansbury, Defendants	Civil Action No. 4:09-cv-02151- JMC-TER

RESPONSE OF THE DEFENDANTS TO MOTION TO STAY AND STRIKE

RESPONSE OF THE DEFENDANTS TO MOTION TO STAY

On January 18, 2011, the Plaintiff filed a motion which, essentially, requests that this Court stay further proceedings in this matter pending the court's determination of a filing of the Plaintiff docketed as Docket No. 80. The Defendants have filed a response to the pleading docketed as Docket No. 80, the exact nature of which is not readily ascertainable considering the pleadings currently before the Court. The Defendants currently have a Motion to Dismiss pending which was filed on May 29, 2010 (Docket No. 41) which has been fully briefed and is ready to be determined by this Court ("Motion to Dismiss"). The Defendants believe that the Court's ruling on the outstanding Motion to Dismiss will be fully dispositive of this action (including the filing reflected by Docket No. 80) and would, therefore, join in the Plaintiff's request to stay further proceedings and discovery pending the Court's determination of the Defendants' Motion to Dismiss, the

1780

determination of which would dispose of all matters, including the filing reflected by Docket No. 80.[1]

To the extent that the January 18, 2011 Motion of the Plaintiff contains factual allegations which require a response, the Defendants deny those factual allegations.

RESPONSE TO MOTION TO STRIKE

The January 18, 2011 Motion further requests that this Court strike the Defendants Responses to Local Rule 26.03 Interrogatories filed by the Defendants on December 23, 2010 as Docket Entry 83-1. The request in this portion of the Motion demonstrates an obvious lack of understanding of the pleading filed and the processes of this Court. The Defendants' responses were properly filed pursuant to the Local Rules of this Court and are, in all respects, proper.

RESPONSE TO MOTION TO AMEND

As a last sentence of the January 18, 2011 Motion, without reference to same in the title of the document and without argument or support, the Plaintiff has inserted the single sentence: "The Plaintiff requests that she be allowed to amend the Complaint." This type of action, where miscellaneous unsupported and improper requests are buried in various filings, has become the norm for the Plaintiff in this action.[2] This portion of the Motion contains no argument supporting the Motion and no justification for the Court to allow a third amendment to the Complaint in this action. The Motion itself does not even contain a reference to the proposed amendment. As a general and preliminary response to this portion of the January 18, 2011

[1] The exact nature of the request in the Plaintiff's Motion for Removal, etc. (Docket No. 80) is elusive as BB&T is not currently in a trust position as it relates to the Plaintiff. To the best of counsel's knowledge, all accounts of the Plaintiff which are the subject of this action were closed in early 2009 when the events leading to this action occurred. See Affidavit of Judy Teal filed January 22, 2011 (Docket No. 96-1).

[2] For example, virtually every recent filing by the Plaintiff has contained a request buried therein that all of the Defendants pleadings be stricken without any basis or grounds therefore. It is presumed that the Plaintiff hopes that these miscellaneous requests will be overlooked and that she will than be allowed to argue that they should be granted since they were not responded to.

Motion, the Defendants would initially request that the Court require the Motion to be filed in the proper form, that the proposed amended complaint be attached thereto so that its form and substance can be addressed and that the basis for the Motion be stated.

To the extent that the Court determines that a Motion to Amend has been properly made, the Defendants would object to same on the following grounds[3]:

1. The Plaintiff filed her original Complaint in this matter on August 13, 2009;
2. An Amended Complaint was filed on August 31, 2009;
3. On October 27, 2009, the Defendants filed their Motion to Dismiss in this matter addressing the sufficiency of the Complaint on both pleading and substantive grounds;
4. While the original Motion to Dismiss was pending and before a determination thereon, the Plaintiff filed a Motion to Amend Complaint and a Second Amended Complaint on November 20, 2009;
5. This Court, without determining the than pending Motion to Dismiss, granted the Motion to Amend and allowed the Second Amended Complaint;
6. On May 29, 2010, the Defendants filed a Motion to Dismiss the Second Amended Complaint which Motion to Dismiss has been fully and extensively briefed and is ready for this Court's determination. [4]
7. Although the granting of a Motion to Amend is left to the discretion of the trial court, the Supreme Court has set forth a number of reasons which justify the denying of a Motion to Amend, including "undue delay, bad faith or dilatory motive on the part of the movant,

[3] In order to make any response to the purported motion, the Defendants must make certain assumptions which may or may not be accurate. The basic assumption made is that the Plaintiff's motion for leave to amend refers to the Amended Complaint docketed in this matter on January 7, 2011 as an "additional document" in connection with a prior docket entry.
[4] Docket No. 41.

repeated failure to cure deficiencies by amendments previously allowed, undue prejudice to the opposing party by virtue of allowance of the amendment, futility of amendment."[5]

8. The delay in proposing this third amendment to the Complaint until six months after the Motion to Dismiss the Second Amended Complaint had been fully briefed has not supported by any justification and will result in additional costs and expense to the Defendants in having to replead and restate matters already made initially as to the Amended Complaint, a second time as to the Second Amended Complaint and now, if this amendment is allowed at this time, a third time. In this regard, it should be noted that each of the Motions to Dismiss, including the Motion currently before the Court, attack the federal law based claims which support the jurisdiction of this Court over this matter.[6]
9. Where a proposed amended complaint "would have been subject to dismissal for the same reasons as her original complaint," "the liberal amendment rules of F.R.Civ.P. 15(a) do not require that courts indulge in futile gestures. Where a complaint, as amended, would be subject to dismissal, leave to amend need not be granted."[7] The proposed Third Amended Complaint suffers from the same infirmities as the original complaint, the Amended Complaint and the Second Amended Complaint. The Defendants would refer to and incorporate the matters raised in regard to the Motion to Dismiss the second Amended Complaint in response to this latest attempt at amendment. The bottom line is that the Plaintiff continues to complain of a disclosure of information to her cousin which was proper under the applicable statutes and as to which she has incurred no actual damage whatsoever. As a result, the requested second amendment should be denied.

[5] Foman v Davis 371 U.S. 178; 83 S. Ct. 227; 9 L. Ed. 2d 222 (1962)
[6] There is not a diversity of citizenship among the parties as the Plaintiff is a South Carolina resident and citizen as are several of the individual defendants.
[7] De Loach v. Woodley, 405 F.2d 496, 496-497 (5th Cir. Tex. 1968); See, also, Wilson Group v. Quorum Health

10. Assuming, as the Defendants contend and believe to be the case, that the federal law based claims in the Second Amended Complaint are not viable claims, the Proposed Third Amended Complaint includes only one additional cause of action under federal law which would support the jurisdiction of this Court. The proposed Third Amended Complaint purports to allege a violation of various sections of 15 USC§ 1681, et seq.[8] This federal statute deals with "consumer reporting agencies" and "consumer reports" as defined therein. The exhaustive facts alleged in the proposed Third Amended Complaint clearly establish that the activities complained of do not involve either "consumer reports" or that BB&T, or any other defendant acting as a "consumer reporting agency". Stated simply 15 USC§ 1681, et seq. govern and regulate consumer credit reports, the existence of which are not involved and are not pled in this action.

11. Although the Third Amended Complaint does purport to allege several new state law causes of action, none of those causes of action, standing alone, would support the jurisdiction of this Court. The Defendants would, therefore, contend that the amendment evidenced by the proposed amended complaint would be futile as it fails to allege a viable federal law based cause of action which would support the jurisdiction of this Court.

12. The proposed Third Amended Complaint purports to allege several new state law claims for relief which are deficient on the face of the proposed Third Amended Complaint. The proposed new cause of action labeled "Defamation/ libel per se and or slander per se" contains no allegation therein of any statement which is either defamatory or slanderous.

Resources 880 F. Supp. 416 (D.S.C. 1995)

[8] See Section G of the proposed amendment (assuming that the Defendants prior stated assumptions are accurate).

13. The plaintiff now seeks to attempt to allege a cause of action for violation of the Sc Unfair Trade Practices Act. Courts in this District have held that federally insured financial institutions are not subject to this act.[9] Additionally, the extensive facts alleged by the Plaintiff make it clear that a violation of the SC Unfair Trade Practices Act has not occurred under the facts alleged.

14. The Plaintiff's attempts to simply relable the identical conduct which would not otherwise support recovery as negligence (Sections N and M) are neither supported by the extensive facts alleged nor do these causes of action independently support the jurisdiction of this Court. If the alleged federally based claims fail, these causes of action cannot be independently maintained in this Court.

The Defendants would respectfully request that this Court consider the pending Motion to Dismiss and the causes of action covered thereby before considering further amendment of the pleadings. The time and expense involved in repetitively having to prepare and refile a new Motion to Dismiss with each new pleading is and has been prejudicial to the Defendants.

Wherefore, the Defendants join in the Plaintiff's request for stay to the extent that the same requests that this Court stay further discovery and other matters covered by the Scheduling Order until the pending Motion to Dismiss has been determined.

Respectfully submitted.

Law Office of Steven B. Licata, P.C.
9365 Two Notch Road, Suite C
POST OFFICE BOX 23407
COLUMBIA, SOUTH CAROLINA 29224-3407
Telephone (803) 699-6550
Facsimile (803) 699-9858

[9] See, e.g. Lands Inn, Inc. v. Branch Banking and Trust Company of South Carolina, Case No. 2:98-158-23; Order dared April 12, 1999 filed contemporaneous herewith.

E-Mail: Slicata@sc.rr.com
District Court ID # 2682
By: /S/ Steven B. Licata
Steven B. Licata
Attorney for the Defendants

1786

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 53

Number of Pages

June 17, 2013 email of Judge Culbertson[1]

1787

C/A No.: 4:14-cv-04352-BHH-TER

USDC CLERK, FLORENCE, SC
2014 DEC 22 PM 1:27

USDC Exhibit #

State Court Exhibit # 53

Judge Culbertson's email

Exhibit # 53

Number of Pages: 2

1789

Huggins-Ward, Melanie <HugginsM@horrycounty.org> Mon, Jun 17, 2013 at 8:34 AM

To: "statusreq@rtt-law.com" <statusreq@rtt-law.com>
Cc: "cbtucker@sccoast.net" <cbtucker@sccoast.net>, "Williamson, Bridgett" <WilliamB@horrycounty.org>

I spoke with Matt Michaelis at Rogers, Townsend and Thomas Firm concerning this matter and I am unable to process the order of publication, until instructions of Judge Culbertson are followed.

Thank you.

Melanie Huggins-Ward

Horry County Clerk of Court

From: Culbertson, Benjamin H. [mailto:bculbertsonj@sccourts.org]
Sent: Monday, June 17, 2013 10:30 AM
To: Huggins-Ward, Melanie
Subject: RE: BBT vs. CB Hunt - objection to affidavit of non-service

I would forward this information to the plaintiff's attorney and have them attempt service at the defendant's residence before signing an order for service by publication.

Benjamin H. Culbertson

Circuit Court Judge

P.O. Box 479 (zip code 29442)

401 Cleland St. (zip code 29440)

Georgetown, SC

Phone: (843) 545-3030

Fax: (843)-545-3282

Email: bculbertsonj@sccourts.org

1790

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 55

Number of Pages 12

Affidavit for Order of Publication, etc

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Branch Banking and Trust Company,

Plaintiff,

v.

Cindy B. Hunt; Willow Greens Homeowners Association, Inc.; CJ Developers, LLC;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 13-CP-26-2528

AFFIDAVIT FOR ORDER OF PUBLICATION
Deficiency Judgment Waived

FILED
HORRY COUNTY
13 AUG 12 PM 4:45
JANICE HUDGINS-WARD
CLERK OF COURT

(004335-03166)

Personally appears the undersigned who on oath deposes and says that (s)he is the attorney for the Plaintiff in the above entitled action; that the Summons and Complaint were filed in the Office of the Clerk of Court on April 16, 2013; that a cause of action exists in favor of the Plaintiff against the Defendant(s) for the foreclosure of a certain mortgage covering property located in Horry County as will more fully appear by reference to the Complaint.

The Defendant(s), Cindy B. Hunt, is/are necessary party/parties to this action pursuant to Section 15-9-710, Code of Laws of South Carolina (1976), as amended, as will more fully appear by reference to the Complaint; but that the present whereabouts of such Defendant(s), Cindy B. Hunt, is/are unknown, and after due diligence Defendant(s) cannot be found within this State.

The following attempts were made to locate and serve the Defendant(s) Cindy B. Hunt:

(1) Hired a process server to locate and serve the Defendant at his/her last known address of 195D Willow Greens Drive a/k/a 195 Willow Green Drive, Unit #D, Conway, South Carolina 29526, 1311 Whaley Street, Apartment 209, Columbia, South Carolina 29205 and 400 Willow Green Drive, Unit G, Conway, South Carolina 29526, but he was unable to locate and serve the Defendant as shown by his Affidavit of Non-Service filed simultaneously;

(2) Obtained a locate report, and it showed the Defendant's last reported address as 195 Willow Green Drive, Unit D, Conway, South Carolina 29526;

(3) Mailed the Summons and Complaint by "Certified Mail, Return Receipt Requested, Restricted Delivery" addressed to the Defendant at 195D Willow Greens Drive a/k/a 195 Willow Green Drive, Unit #D, Conway, South Carolina 29526;

1792

(4) Various Internet sites were checked which did not disclose any current addresses in addition to those listed above.

FURTHER AFFIANT SAYETH NOT.

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958)
Reginald P. Corley (SC Bar #69453)
Ellie C. Floyd (SC Bar #68635)
Eve Moredock Stacey (SC Bar #5300)
William S. Koehler (SC Bar#74935)
Jaclynn B. Goings (SC Bar #77501)
Andrew A. Powell (SC Bar #100210)
Mary Powers (SC Bar #16534)

Cheryl H. Fisher (SC Bar #15213)
Jennifer W. Rubin (SC Bar #16727)
Michael P. Morris (SC Bar #73560)
Robert P. Davis (SC Bar #74030)
Vance L. Brabham, III (SC Bar #71250)
Andrew W. Montgomery (SC Bar #79893)
John F. McLeod, IV (SC Bar # 100693)
J. Pamela Price (SC Bar # 014336)

220 Executive Center Drive
Columbia, SC 29210

Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
~~June 26~~, 2013
July 9

Sworn to before me this 9th day of June, 2013.

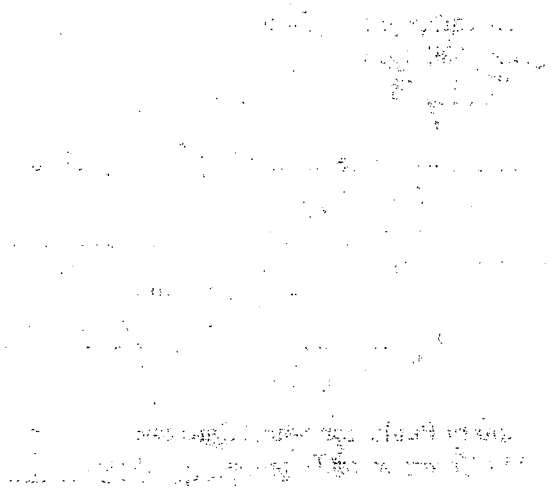
Michele Loftis (L. S.)
(Signature)

(Printed Name)

Notary Public for South Carolina
My Commission Expires: March 5, 2022

MICHELE LOFTIS NOTARY PUBLIC EXP. March 5, 2022 SOUTH CAROLINA

1793



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Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 56

Number of Pages 3

Order of Publication

1795

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Branch Banking and Trust Company,

Plaintiff,

v.

Cindy B. Hunt; Willow Greens Homeowners Association, Inc.; CJ Developers, LLC;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 13-CP-26-2528

ORDER FOR PUBLICATION
Deficiency Judgment Waived

FILED
HORRY COUNTY
13 AUG 12 PM 4:45
MELANIE HUGGINS-WARD
CLERK OF COURT

(004335-03166)

It appearing to my satisfaction from the attached Affidavit of the attorney for the Plaintiff, and the Complaint herein, that a cause of action exists in favor of the Plaintiff against the Defendant(s); that the action is for the foreclosure of a certain mortgage covering real estate located in Horry County, South Carolina; that the Defendant(s), Cindy B. Hunt, on whom service of the Summons, Complaint, and Notice of Foreclosure Intervention is to be made cannot, after due diligence, be found within this State; and that pursuant to Section 15-9-710, Code of Laws of South Carolina (1976) as amended, such Defendant(s) are necessary parties to this action,

NOW THEREFORE on motion of the attorney for the Plaintiff,

IT IS ORDERED that the Summons and Notice of Foreclosure Intervention herein, together with notice of filing of the Complaint in the Office of the Clerk of Court of Horry County, be served upon the Defendant(s) Cindy B. Hunt by publication of the same in designated Defendant(s) by publication of the same in Horry Independent, which, a newspaper published in Horry County, which newspaper is designated most likely to give notice to the named Defendant(s), once a week for three consecutive weeks, and that a copy of the Summons, Complaint, and Notice of Foreclosure Intervention in accordance with statute be forwarded to the Defendant(s) Cindy B. Hunt by depositing the same in the United States mail, postage prepaid, addressed to the last known address of the Defendant(s) unless an address is not known and cannot be ascertained with reasonable diligence. In the event service is accomplished by other

1796

means, publication may cease without further notice or order.

Melanie Higgins Ward
Clerk of Court for Horry County

Conway, South Carolina
August 12, 2013

1797

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1798

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 58

Number of Pages 4

Email from attorney for WGHOA

1799

HOA Ledger

1 message

Steve Ouverson <souverson@posglaw.com> Mon, Sep 16, 2013 at 10:58 AM
To: cbtucker@sccoast.net

As promised

Steve Ouverson
Parsons, Ouverson, Stark Guest & Sandefur, PA.
11915 Plaza Dr.
PO Box 2850
Murrells Inlet, SC 29576
843-357-8888

souverson@posglaw.com

Think Green - don't print this email unless you really need to!

Confidential Communication: This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the intended recipient, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone or reply to this e-mail and delete all copies of this message.

IRS CIRCULAR 230 DISCLOSURE: TO COMPLY WITH IRS REQUIREMENTS, ANY U.S. FEDERAL TAX ADVICE CONTAINED IN THIS EMAIL CANNOT BE USED TO AVOID PENALTIES OR AS A RECOMMENDATION TO ANY PERSON.

1800

From: Douglas A. Millar [mailto:dmillar@litustolet.com]
Sent: Monday, September 16, 2013 12:36 PM

To: 'Steve Ouverson Esquire'
Subject: FW: Message from KMBT_552

What is up!? She is current...

Best...Doug

Should you have any questions, or comments, you can reach me at the number below; or via e-mail listed below.

Douglas A. Millar, CMCA®, BIC

Broker In Charge

Telephone: 843.448.9000 (ext. 111)

E-Mail: dmillar@litustolet.com

Think Green - don't print this email unless you really need to!

This transmission is intended for the individual or entity to which it is addressed ONLY and may contain information, which is privileged or confidential. Any disclosure, distribution, or copying of this information is strictly prohibited. Furthermore, if the reader of this email message is not the intended recipient, you are hereby notified that any disclosure, distribution, or copying of this information is strictly prohibited. If you have received this transmission in error, please notify the sender immediately by calling the above telephone number. Please return this transmission by United States mail to the address above.

From: copier@litustolet.com [mailto:copier@litustolet.com]
Sent: Monday, September 16, 2013 1:28 PM
To: dmillar@litustolet.com
Subject: Message from KMBT_552

SKMBT_55213091612270.pdf
1328K

1801

FINANCIAL TRANSACTIONS - 09/16/13

195-D Willow Green Drive
Cindy B. Hunt
Unit ID: 195-D
PREPAID BAL: 0.00

DATE	PAYMT AMT	CHECK #	DEP DT	CODE	N/A	DESCRIPTION	AMOUNT	BALANCE
100512	230.00	76228729	100512	A1		ASSESSMENT	(230.00)	0.00
110112	APPLY CHARGES			A1		ASSESSMENT	230.00	230.00
110512	230.00	87389714	110512	A1		ASSESSMENT	(230.00)	0.00
120112	APPLY CHARGES			A1		ASSESSMENT	230.00	230.00
120412	230.00	98222431	120412	A1		ASSESSMENT	(230.00)	0.00
010113	APPLY CHARGES			A1		ASSESSMENT	250.00	250.00
010413	230.00	9298875	010413	A1		ASSESSMENT	(230.00)	20.00
010713	20.00	5054	010713	A1		ASSESSMENT	(20.00)	0.00
020113	APPLY CHARGES			A1		ASSESSMENT	250.00	250.00
020813	250.00	22161039	020813	A1		ASSESSMENT	(250.00)	0.00
030113	APPLY CHARGES			A1		ASSESSMENT	250.00	250.00
030413	250.00	41872609	030413	A1		ASSESSMENT	(250.00)	0.00
040113	APPLY CHARGES			A1		ASSESSMENT	250.00	250.00
040813	250.00	53881199	040813	A1		ASSESSMENT	(250.00)	0.00
050113	APPLY CHARGES			A1		ASSESSMENT	250.00	250.00
050713	250.00	65081636	050713	A1		ASSESSMENT	(250.00)	0.00
060113	APPLY CHARGES			A1		ASSESSMENT	250.00	250.00
061013	250.00	76467230	061013	A1		ASSESSMENT	(250.00)	0.00
070113	APPLY CHARGES			A1		ASSESSMENT	250.00	250.00
070313	250.00	86853161	070313	A1		ASSESSMENT	(250.00)	0.00
080113	APPLY CHARGES			A1		ASSESSMENT	250.00	250.00
081213	250.00	1273716	081213	A1		ASSESSMENT	(250.00)	0.00
090113	APPLY CHARGES			A1		ASSESSMENT	250.00	250.00
091313	250.00	11202761	091313	A1		ASSESSMENT	(250.00)	0.00

1802

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 59

Number of Pages

Emails between BIC for WGHOA and attorney for WGHOA

1803

C/A No.: 4:14-cv-04352-BHH-TER

USDC CLERK, FLORENCE, SC
2014 DEC 22 PM 1:27

USDC Exhibit #

State Court Exhibit # 59

Emails between BIC for WGHOA and Attorney for WGHOA

Exhibit # 59

Number of Pages: 4

Email from property manager to attorney Ouverson

Response email from attorney Ouverson

HTC EMAIL

Willow Greens 195 D

Chris Millar <cmillar@litustolet.com> Tue, Oct 15, 2013 at 7:37 AM
Reply-To: cmillar@litustolet.com
To: Steve Ouverson <souverson@posglaw.com>
Cc: cbtucker@sccoast.net

Steve,

CB Hunt, owner of 195 D at Willow Greens, is looking for a copy of anything that the HOA attorney (you) sent as an answer to a foreclosure notice we received from BB&T. She is heading to the Courthouse today and wanted to see what if anything would be in that file before she got there.

I am copying her on this email so you could reply to her or you can call her at 488-1131.

Thank you!

Chris

Chris Millar

Property Manager

LITUS* To Let

(843) 448-9000 ext 114

1806

HTC EMAIL

FW: Message from "RNP0026734B225D"

Steve Ouverson <souverson@posglaw.com>
To: cbtucker@sccoast.net
Cc: Chris Millar <cmillar@litustolet.com>

Tue, Oct 15, 2013 at 7:55 AM

This is what I told her I would get her

Steve Ouverson
Parsons, Ouverson, Stark Guest & Sandefur, PA.
11915 Plaza Dr.
PO Box 2850
Murrells Inlet, SC 29576
843-357-8888
souverson@posglaw.com

Think Green - don't print this email unless you really need to!
Confidential Communication: This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the intended recipient, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone or reply to this e-mail and delete all copies of this message.
IRS CIRCULAR 230 DISCLOSURE: TO COMPLY WITH IRS REQUIREMENTS, ANY U.S. FEDERAL TAX ADVICE CONTAINED IN THIS EMAIL CANNOT BE USED TO AVOID PENALTIES OR AS A RECOMMENDATION TO ANY PERSON.

----Original Message----
From: copier@posglaw.com [mailto:copier@posglaw.com]
Sent: Monday, October 14, 2013 3:40 PM
To: Steve Ouverson
Subject: Message from "RNP0026734B225D"

This E-mail was sent from "RNP0026734B225D" (Aficio MP C5502).

Scan Date: 10.14.2013 15:39:34 (-0400)
Queries to: copier@posglaw.com

201310141539.pdf
54K

1807

Blank

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 60

Number of Pages

Answer of Willow Green HOA & Motion to Strike Answer of WGHOA

[1] Exhibit #s 53-57 were submitted on August 21, 2013 with the motions under SCRCP 59(e), etc.

C/A No.: 4:14-cv-04352-BHH-TER

RECEIVED
USDC CLERK, FLORENCE, SC
2014 DEC 22 PM 1:27

USDC Exhibit #

Motion to Strike Answer of WGHOA and State Court Exhibit # 60: Answer of WGHOA

Exhibit # 60

Number of Pages: 4

Answer of Willow Green HOA

State of South Carolina	)	IN THE COURT OF COMMON PLEAS
County of Horry	)	FIFTEENTH JUDICIAL CIRCUIT
	)	CASE NO: 2013-CP-26-2528
Branch Banking and	)	
Trust Company	)	**Motion to Strike**
Plaintiff,	)	**Answer of Willow Greens**
	)	**Homeowners Association, Inc.**
vs.	)	
Cindy B. Hunt; Willow Greens	)	
Homeowners Association, Inc.;)		
CJ Developers, LLC.	)	
Defendant(s)	)	
_____	)	

13 OCT 17 PM 2:43
CLERK OF COURT

This motion to strike is supported by the prior pleadings at c/a 4:09-cv-2151-JMC-TER; c/a 4:11-cv-00870-JMC-TER; Case No: 2012-CP-26-5264 aka c/a 4:12-cv-02216-MGL and all pleadings in the present matter at Case No: 2013-CP-26-2528.

1. **Hunt requests that the answer from Willow Green Home Owners Association, Inc. (WGHOA) be struck from the record pursuant to SCRCP 12(f) as follows:**

   a. **Hunt has gone through the court's file in this matter on October 16, 2013.**

   b. The file contains one pleading from WGHOA.[1] WGHOA, BBT nor the clerk of court has ever provided Hunt with a copy of the pleading (answer) from WGHOA.

   c. The pleading of WGHOA is labeled as an answer. In that pleading WGHOA states: That each and every allegation of the Plaintiff's Complaint which is not herein after specifically admitted is denied, and Defendant demands strict proof thereof.

   d. WGHOA admits at paragraph 1: This is an action for the foreclosure of a mortgage upon certain real estate in Horry County, SC. However, paragraphs 2-16 of the Complaint are denied by WGHOA such that these denials make it impossible for WGHOA to have any knowledge that would allow WGHOA to admit paragraph 1.

[1] See attached exhibit # 60. Note: that the May 6, 2013 certificate of service did not include Hunt or CJ Developers.

1812

e. WGHOA goes on to state: [] having fully answered the Complaint, this Defendant consents to an Order referring this matter to the master-in-equity for Horry County, and also prays that the Court protect its interest throughout the proceedings, notify this Defendant should surplus funds result from the sale of this property under the Court's direction, award this Defendant surplus funds sufficient to satisfy its lien should such surplus funds result from the sale of the property under the Court's direction, and grant such other and further relief as the Court may deem just and proper.

However, paragraphs 2-16 of the Complaint are denied by WGHOA such that these denials make it impossible for WGHOA to have **any interest or standing** in this matter with a basis for consent to an order of reference; with a basis for the court to protect the interest of WGHOA; with a basis for the court to notify or award surplus funds to WGHOA, etc.

f. WGHOA has provided documents to Hunt at exhibit # 58 in this matter that shows that Hunt is not delinquent in her HOA dues.

g. On October 3, 2013 a roster meeting was held. The attorney for WGHOA failed to appear.

h. Hunt argues that the attorney for WGHOA has submitted a sham[2] pleading into these court proceedings.

2. **Reminder:** Hunt on 21 August 2013 and 19 September 2013 submitted a motion to strike all present and future pleadings of BBT which includes all the pleadings submitted by or signed by

   a. Attorneys Powell, Hearn, Foerster or any other attorney that BBT may bring in where there is no strict compliance with SCRCP 11(b).

Respectfully Submitted,

C B Hunt

Cindy B. Hunt,
Pro Se
195 D Willow Green Drive
Conway, SC 29526
(843) 488-1131/(843) 347-7230

DATE: October 17, 2013

[2] **Scott v. Meek, 228 S.C. 29, 88 S.E.2d 768, 769 (S.C. 1955).**

1813

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY)	CASE #: 2013-CP-26- 2528
Branch Banking and Trust Company,)	
)	
Plaintiff,)	
vs.)	ANSWER, CONSENT TO ORDER OF REFERENCE, AND REQUEST FOR NOTICE OF SURPLUS FUNDS OF DEFENDANT WILLOW GREENS HOMEOWNERS ASSOCIATION, INC.
)	
Cindy B. Hunt; Willow Greens Homeowners Association, Inc.; CJ Developers, LLC;)	
)	
Defendants.)	
)	

FILED
HORRY COUNTY
2013 MAY -6 PM 1:12
MELANIE HUGGINS-WARD
CLERK OF COURT

The Defendant, Willow Greens Homeowners Association, Inc., by and through its undersigned attorney, would respectfully show unto this Honorable Court as follows:

1. That each and every allegation of the Plaintiff's Complaint which is not hereinafter specifically admitted is denied, and Defendant demands strict proof thereof.

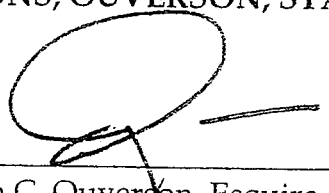
2. The Defendant admits the allegations contained in paragraph 1, of the Plaintiff's Complaint.

3. The Defendant is without sufficient information to form a belief as to the allegations contained in paragraphs 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, of the Plaintiff's Complaint, and therefore denies same and demands strict proof thereof.

WHEREFORE, having fully answered the Complaint, this Defendant consents to an Order referring this matter to the Master-in-Equity for Horry County, and also prays that the Court protect its interest throughout the proceedings, notify this Defendant should surplus funds result from the sale of this property under the Court's direction, award this Defendant

surplus funds sufficient to satisfy its lien should such surplus funds result from the sale of the property under the Court's direction, and grant such other and further relief as the Court may deem just and proper.

PARSONS, OUVERSON, STARK & GUEST, PA



Stephan C. Ouverson, Esquire
11915 Plaza Drive ♦P.O. Box 2850
Murrells Inlet, SC 29576
(843) 357-8888; FAX (843) 357-9991
ATTORNEY FOR DEFENDANT
WILLOW GREENS HOMEOWNERS ASSOCIATION, INC.

May 2, 2013
Murrells Inlet, South Carolina.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CASE #: 2013-CP-26-2528
Branch Banking and Trust Company,	)	
Plaintiff,	)	
vs.	)	CERTIFICATE OF SERVICE
Cindy B. Hunt; Willow Greens Homeowners Association, Inc.; CJ Developers, LLC;	)	
Defendants.	)	

FILED
HORRY COUNTY
2013 MAY -6 PM 1:12
MELANIE HUGGINS-WARD
CLERK OF COURT

PERSONALLY APPEARED BEFORE ME, Cindy C. Denton, who being duly sworn, deposes and states that she is an employee of Parsons, Ouverson, Stark & Guest, PA, Attorneys at law, and that she deposited in the U. S. Mail, on the date set forth below, a copy of the document(s) described below, in the above-entitled action to the following:

TO: **Andrew W. Montgomery, Esquire**
Rogers Townsend & Thomas, PC
P.O. Box 100200
Columbia, SC 29202

DOCUMENTS: **Answer of Willow Greens Homeowner's Association, Inc.**

DATE OF MAILING: **May 6, 2013**

Cindy C. Denton

SWORN to before me this
6th day of May, 2013.

Notary Public for South Carolina
My commission expires: 3-1-20

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 63

Number of Pages 3

Letter to FDIC-OIG

State of South Carolina
Office of the Solicitor
Fifteenth Judicial Circuit

Francis A. Humphries, Jr.
Deputy Solicitor

REPLY TO ☒

P.O. BOX 1276
CONWAY, SC 29528
843-915-5460
FAX: 843-915-6461

J. GREGORY HEMBREE
Solicitor

Robert B. Bryan
Deputy Solicitor

REPLY TO ☐

P.O. BOX 1688
GEORGETOWN, SC 29442
843-545-3169
FAX: 843-545-3268

November 8, 2010

Federal Deposit Insurance Corporation
ATTN: FDIC-OIG Office of Investigations
10 Tenth Street, N.E.
Suite 800
Atlanta, GA 30309

Re: Cindy B. Hunt, Transfer Management and Portfolio Accounts
Branch Banking and Trust as Successor in Interest to Coastal Federal Bank

Sir or Madam:

I am a senior prosecutor with the Fifteenth Judicial Circuit for South Carolina. In the course of my duties, I met with Cindy B. Hunt on November 5, 2010 in regards to the above-stated matter.

Ms. Hunt indicates that she opened an account with Coastal Federal Bank in approximately 1992 and continued to do business with that bank until their merger/acquisition by Branch Banking and Trust Company in August 2008. In reviewing the attached records from Coastal Federal Bank dated July 19, 2007 and entitled "Customer Source – Customer relationship Profile," Ms. Hunt identified two (2) account numbers with which she was not familiar and/or aware. These accounts were entitled "Transfer Management" (7701206407) and "Portfolio" (0000008362).

Ms. Hunt believes that both of these accounts were created to "back" someone else's loans. In other words, she believes that her credit information was used to strengthen another person or entity's loan application. She contacted the Horry County Police Department which followed up with search warrant to ascertain the purpose and/or identity of the aforementioned accounts. Please see the attached search warrant and attached response of BB&T. Ms. Hunt was dissatisfied with the response of BB&T, indicating that BB&T should have some information regarding the accounts listed.

Ms. Hunt respectfully requested that I forward this information to you and request that you conduct an investigation to include a "master file dump" of those account numbers to determine who created those accounts and when they were accessed.

The State is not in a position to conduct any further investigation at this time and will close its file. However, as stated, Ms. Hunt wishes the federal authorities to move forward. Ms. Hunt may be contacted at the following:

Cindy B. "C.B." Hunt
195 D Willow Green Drive
Conway, South Carolina 29526
(843) 347-7230

If you wish to contact me regarding this matter, I may be reached at 843-915-5460. Thank you for your attention to this matter.

Sincerely,

Brad C. Richardson
Senior Assistant Solicitor

Cc: C.B. Hunt, Esq.

Blank

1820

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 65

Number of Pages

USPTO certificate & internship 2013

1822

United States Patent and Trademark Office

Certificate of Training

CINDY HUNT

Patent Experience Extern Program
Patent Training Academy
May 28, 2013 Class

William Hunt

Director, Office of Patent Training

Deborah Reynolds

Deputy Director, Office of Patent Training

The New Patent Examiner Training Program operates under an ISO 9001:2008 registered quality management system. FS 650111

UNITED STATES PATENT AND TRADEMARK OFFICE

Office of Chief Administrative Officer

April 5, 2013

Dear Cindy Hunt,

This letter confirms our offer and your acceptance to participate in the Patent Experience Externship Program (PEEP). Your entrance on duty date will be Monday, June 10, 2013. This position is located in the Office of the Assistant Commissioner for Patents, at the United States Patent and Trademark Office in Alexandria, Virginia.

On Monday, June 10, 2013, please report to the Madison Building, Concourse Level Auditorium, located at 600 Dulany Street, Alexandria, Virginia at 8:00 A.M. for your formal orientation session. In preparation for orientation and before starting your new job with the USPTO, you must do the following: (Fax number: 571.273.0056) ✓

- Complete and return by fax the *Employment Eligibility Verification Form* (I-9).
  - Note: It is recommended you complete this form on the computer and print it out. **Only section 1 should be completed. Section 2 will be completed after you arrive at USPTO.** ✓
- Complete and return by fax the *U.S. Patent and Trademark Office Student Volunteer Agreement*
  - Note: The "Selecting Supervisor Signature" and "Human Resources Specialist Signature" fields will be completed here after you have faxed the forms. A complete copy of this form will be returned to you at orientation. ✓
- Complete and return by fax the *U.S. Patent and Trademark Office Student Volunteer Agreement Attachment A*
  - Note: You must be sure to have the "Witness Signature" field appropriately completed by a witness. The "Selecting Supervisor Signature" field will be completed here after you have faxed the forms. A complete copy of this form will be returned to you at orientation.
- Complete and return by fax the *U.S. Patent and Trademark Office Student Volunteer Agreement Attachment B*
  - Note: You must be sure to have the "Witness Signature" field appropriately completed by a witness. The "Selecting Supervisor Signature" field will be completed here after you have faxed the forms. A complete copy of this form will be returned to you at orientation

1823

- ❖ You are required to schedule an appointment for fingerprinting. You may schedule an appointment for fingerprinting after receipt of this letter. To schedule an appointment, please call the Office of Security at 571.272.8000 (this number is for fingerprinting questions only), Monday through Friday, 8:00 AM to 4:30 PM (EST). The Office of Security is located at: 600 Dulany Street, Madison Building East, Room 1C51, Alexandria, Virginia 22314. You will have to provide identification with your signature at the time of fingerprinting.
    - o Note: If you live outside the D.C. metro area, please plan to arrive a few days in advance of orientation so you can complete your fingerprints.

Parking/Metro/VRE - Parking is available in the East and West garages on a daily basis. To enter into the East Garage, enter at 551 John Carlyle Street and in the West Garage, enter at 550 Elizabeth Lane. The cost of parking for the entire day is $10.00. The Metro is accessible to the Carlyle complex. The King Street or Eisenhower Avenue stations are the two stations within walking distance to the complex. However, the King Street station is the closest to the Madison building. If traveling by the VRE, you will get off at the Alexandria station.

Towing is enforced in designated areas. If you have any additional questions, please call 800.642.5670.

The United States Patent and Trademark Office will provide reasonable accommodations to applicants with special needs. If a reasonable accommodation is needed, please notify us at least two weeks prior to your entrance on duty date. Decisions on reasonable accommodations will be made on a case-by-case basis.

If you have any questions concerning this offer or the forms, please feel free to contact us at 800.642.5670 or via email at Recruitment@uspto.gov.

Sincerely,

Outreach Recruitment Team
Office of Human Resources

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 68

Number of Pages

CJ Developers, LLC - Dissolved

1825

USDC CLERK, FLORENCE, SC
2014 DEC 22 PM 1:27

USDC Exhibit #

State Court Exhibit # 68

CJ Developers, LLC – Dissolved

BBT vs CB Hunt, et al: CASE NO: 2013-CP-26-2528

Exhibit # 68

CJ Developers, LLC – dissolved on 03/09/2006[5]

[5] See exhibit # 65 where BBT stated that CJ Developers was in default on 10/07/2013.

South Carolina
Secretary of State
Mark Hammond

CJ DEVELOPERS, LLC

Note:This online database was last updated on 2/1/2014 6:01:20 PM.
See our Disclaimer.

DOMESTIC / FOREIGN:	Domestic
STATUS:	Dissolved
STATE OF INCORPORATION / ORGANIZATION:	SOUTH CAROLINA Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	EDWARD L HOFFNER
ADDRESS:	200-A WILLOW GREEN DRE
CITY:	CONWAY
STATE:	SC
ZIP:	29526
SECOND ADDRESS:	

FILE DATE:	06/23/1995
EFFECTIVE DATE:	06/23/1995
DISSOLVED DATE:	03/09/2006

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Dissolution	03/09/2006	LLC TERMINATION	
LLC Annual Report	04/05/2004	LLC ANNUAL REPORT-2004 TYE 12/31	
Amendment	01/31/2001	NOTIFICATION/CH AGT ADD	Image
Amendment	01/30/1997	AMD-MEMBERS STATEMENT OF DISSOCIATION	Image
Agent	01/30/1997	CH AGT/ADD FR-JEFFREY SARAJIAN	Image
Amendment	10/23/1995	AMENDMENT	Image
Domestic LLC	06/23/1995	DOMESTIC LIMITED LIABILITY (06/14/2025)	Image

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

1828

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 69

Number of Pages

Withdrawal of the Answer of WGHOA

C/A No.: 4:14-cv-04352-BHH-TER

CLERK'S OFFICE
2014 DEC 22 PM 1:27

USDC Exhibit #

State Court Exhibit # 69

Withdrawal of the Answer of WGHOA

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF HORRY) FIFTEENTH JUDICIAL CIRCUIT
CASE #: 2013-CP-26-2528

Branch Banking and Trust Company,

Plaintiff,

vs.

Cindy B. Hunt; Willow Greens Homeowners Association, Inc.; CJ Developers, LLC;

Defendants.

WITHDRAWAL OF THE ANSWER OF DEFENDANT WILLOW GREENS HOMEOWNERS ASSOCIATION, INC.

COPY

Defendant, Willow Greens Homeowners Association, Inc., by and through its attorney, Stephan C. Ouverson, hereby withdraws its answer in this matter and allow the Plaintiff to proceed against the Defendants.

FILED
HORRY COUNTY
2013 NOV -5 PM 12: 34
MELANIE HUGGINS-WARD
CLERK OF COURT

PARSONS, OUVERSON, STARK, GUEST & SANDEFUR, PA

Stephan C. Ouverson, Esquire
11915 Plaza Drive ♦P.O. Box 2850
Murrells Inlet, SC 29576
(843) 357-8888; FAX (843) 357-9991
ATTORNEY FOR DEFENDANT WILLOW GREENS HOMEOWNERS ASSOCIATION, INC.

November 4, 2013
Murrells Inlet, South Carolina.

1831

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CASE #: 2013-CP-26-2528
Branch Banking and Trust Company,	)	
Plaintiff,	)	
vs.	)	
	)	CERTIFICATE OF SERVICE
Cindy B. Hunt; Willow Greens Homeowners Association, Inc.; CJ Developers, LLC;	)	
Defendants.	)	

PERSONALLY APPEARED BEFORE ME, Cindy C. Denton, who being duly sworn, deposes and states that she is an employee of Parsons, Ouverson, Stark & Guest, PA, Attorneys at law, and that she deposited in the U. S. Mail, on the date set forth below, a copy of the document(s) described below, in the above-entitled action to the following:

TO: **Andrew W. Montgomery, Esquire**
Rogers Townsend & Thomas, PC
P.O. Box 100200
Columbia, SC 29202

Cindy B. Hunt
195 D Willow Green Drive
Conway, SC 29526

CJ Developers, LLC
1421 Graham Road
Mansfield, OH 44903

DOCUMENTS: **Withdrawal of the Answer of Defendant, Willow Greens Homeowners Association, Inc.**

1832

DATE OF MAILING: **November 5, 2013**

Cindy C. Denton

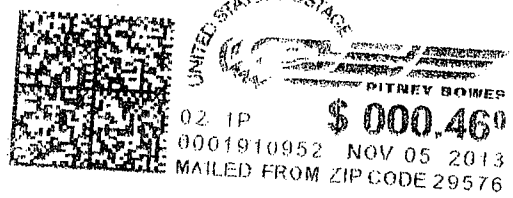
Cindy C. Denton

SWORN to before me this
5TH day of November, 2013.

Kitty S. Barnes

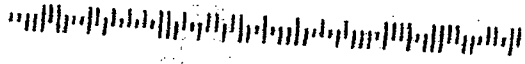
Notary Public for South Carolina
My commission expires: 4/30/19

Parsons, Ouverson, Stark, Guest & Sandefur, PA
GrandStrandAttorneys.com
P.O. Box 2850 • Murrells Inlet, SC 29576
ADDRESS SERVICE REQUESTED



Cindy B. Hunt
195 D Willow Green Drive
Conway, SC 29526

29526938276



1834

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 70

Number of Pages 3

5/19/2014 Affidavit of Hunt

State of South Carolina	)	IN THE COURT OF COMMON PLEAS
County of Horry	)	FIFTEENTH JUDICIAL CIRCUIT
	)	CASE NO: 2013-CP-26-2528
Branch Banking and	)	
Trust Company	)	
Plaintiff,	)	
	)	**Affidavit**
vs.	)	
Cindy B. Hunt; Willow Greens	)	
Homeowners Association, Inc.;	)	
CJ Developers, LLC.	)	
Defendant(s)	)	
_____	)	

This affidavit is supported by the prior pleadings at c/a 4:09-cv-2151-JMC-TER; c/a 4:11-cv-00870-JMC-TER; Case No: 2012-CP-26-5264 aka c/a 4:12-cv-02216-MGL and all pleadings, documents, exhibits and affidavits in the present matter at Case No: 2013-CP-26-2528.

AFFIDAVIT OF CINDY B. HUNT

PERSONALLY APPEARED BEFORE ME, Cindy B. Hunt, who after being duly sworn and deposed, states as follows:

1. The matters contained herein are based upon my personal knowledge.

2. I am an attorney licensed in the State of South Carolina.

3. The documents/pleadings that were submitted to the USDC, USCA and or Horry County Court of Common Pleas by Hunt or BBT include:[1] exhibit #s 38 – 41, 43, 47-53, 55-56, 60-62, 69, 72-73.

4. Exhibit # 37 is Hunt's June 4, 2012 letter to BBT re Hunt's mortgage.

5. Exhibit # 46 is the 3/6/2013 affidavit of Hunt where Hunt included a copy of her internet credit report. The credit report does not include a dispute of the mortgage debt that BBT alleges is delinquent.

[1] Exhibits 1-36 and 44-45 have been mention in the affidavits at exhibit #s 3 or 26.

1836

6. Exhibit # 54 is from the SC Secretary of State's website re notary Michele Loftis.

7. Exhibit # 57 is the index of exhibits.

8. Exhibit # 63 is the letter to FDIC – OIG from the HC Solicitor's Office.

9. Exhibit # 64 USDC's 9/21/2011 hearing transcript with 60 day stay of lawsuit #1 on page 28 of 40.

10. Exhibit # 65 USPTO[2] certificate. On 5 April 2013 Hunt was offered an internship at the USPTO. Hunt accepted the internship and immediately went to Virginia on 11 April 2013 where she remained all summer. This internship was treated as a CLE by the SC Bar. At the end of the internship Hunt was invited to apply for a position. In the Fall of 2013 Hunt was denied employment at the USPTO because her credit report did not include a dispute of the mortgage debt that BBT alleges is delinquent.

11. Exhibit # 66 List of IOLTA financial partners from the SC Bar Foundation.

12. Exhibit # 68 is from the SC Secretary of State's website re CJ Developers.

Cindy B. Hunt

Signature: Cindy B. Hunt

Sworn to and subscribed before me this
19 Day of May 2014

Melissa Wells

Notary Public State of South Carolina
My Commission expires 2-29-2023

My Commission Expires May 29, 2023

[2] United States Patent and Trademark Office.

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Blank

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Case No.: 2013-CP-26-2528

Exhibit # 81

#11 BBT's MOTION TO Remand

11-1 Affidavit on WGHOA

11-2 Affidavit on CJ Developers

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

Branch Banking and Trust Company, Plaintiff, v. Cindy B. Hunt; Willow Greens Homeowners Association, Inc.; CJ Developers, LLC, Defendants.	C/A # 4:14-cv-04352-BHH-TER

(504335.3166 SMF)

MOTION TO REMAND
OF PLAINTIFF BRANCH BANKING AND TRUST COMPANY

Plaintiff Branch Banking and Trust Company ("BB&T") hereby responds to the Notice of Removal of Defendant Cindy B. Hunt ("Hunt") and moves the Court for an Order remanding this foreclosure case back to the Horry County Court of Common Pleas on the following grounds:

Nature of the Case

This is an attempt by a defendant mortgagor to remove a state court foreclosure action to federal court over a year and half after it was filed.

Statement of the Relevant Facts

BB&T filed this foreclosure action in the Horry County Court of Common Pleas on April 16, 2013. Hunt voluntarily appeared in the foreclosure action by filing an Answer on August 2, 2013, and a Waiver of Service of Process on August 13, 2013.

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Arguments

1. The Notice of Removal is untimely.

The Notice of Removal is untimely because Hunt received BB&T's foreclosure complaint, entered a voluntary appearance, and waived service of process over a year ago.

"The notice of removal of a civil action or proceeding shall be filed within 30 days after the receipt by the defendant, through service or otherwise, of a copy of the initial pleading ..." 28 U.S.C. § 1446. The thirty-day period for removal is triggered when "a defendant is formally served or waives service." *Reliford v. Pearson*, No. C/A 3:03-1561-17BC, 2004 WL 2660229, at *2 (D.S.C. Feb. 19, 2004) *aff'd*, 101 F. App'x 927 (4th Cir. 2004).

Although Hunt alleges that BB&T never served her with the summons and complaint, (Notice of Removal ¶ 14), the attachments to the Notice of Removal show that Hunt filed an Answer to the foreclosure complaint on August 2, 2013. Under South Carolina law, "[v]oluntary appearance by defendant is equivalent to personal service." Rule 4(d), SCRCP. Further, Hunt's ability to respond to the foreclosure complaint on August 2, 2013, evidences her physical receipt of it prior to that date. Therefore, Hunt had been served with and received the initial foreclosure pleading no later than August 2, 2013. Further, Hunt filed a "Waiver of Service of Process"[1] in the foreclosure action on August 13, 2013.

Because the thirty-day period for removal began to run on August 2, 2013, when she voluntarily appeared, or at latest when she waived service on August 13, 2013, Hunt's Notice of Removal is untimely.

---

[1] Under South Carolina law, "parties are generally permitted to agree to ... waiving service altogether." *White Oak Manor, Inc. v. Lexington Ins. Co.*, 407 S.C. 1, 9, 753 S.E.2d 537, 541 (2014).

2. Removal would violate the "home state defendant" rule.

Removal of this case on the basis of diversity jurisdiction is prohibited because two of the defendants are citizens of South Carolina. "A civil action otherwise removable solely on the basis of the jurisdiction under section 1332(a) of this title may not be removed if any of the parties in interest properly joined and served as defendants is a citizen of the State in which such action is brought." 28 U.S.C. § 1441(b)(2).

Hunt concedes that she and Defendant Willow Greens Homeowners Association, Inc. are citizens of South Carolina. *See* Notice of Removal ¶ 21 ("Hunt is a citizen and resident of Horry County, South Carolina."); Notice of Removal ¶ 23 ("Willow Greens is a corporation organized under the laws of the State of South Carolina with its principal place of business in Horry County, South Carolina and is therefore, a citizen of the State of South Carolina."). Because this case involves "home state defendants," removal on the basis of diversity jurisdiction is prohibited.

3. Removal would violate the "rule of unanimity."

None of the other defendants have consented to removal. "When a civil action is removed solely under section 1441(a), all defendants who have been properly joined and served must join in or consent to the removal of the action." 28 U.S.C. § 1446(b)(2)(A). "Each defendant shall have 30 days after receipt by or service on that defendant of the initial pleading or summons described in paragraph (1) to file the notice of removal." 28 U.S.C.A. § 1446(b)(2)(B).

The other two defendants never consented to removal. Even if they now wanted to consent, it would be too late as they were both served with the summons and complaint over a year ago. (*See* copies of affidavits of service attached hereto as Exhibits 1 and 2.)

4. There is no other basis for federal jurisdiction over this case.

In addition to removal on the basis of diversity jurisdiction being prohibited, this case could not be removed based on federal question jurisdiction either. The foreclosure complaint presents no federal claim or question—it simply seeks the foreclosure of a mortgage on real property located in Horry County pursuant to state law. Under the well-pleaded complaint rule, whether Hunt has defenses that raise federal questions is irrelevant to the issue of jurisdiction. *See King v. Marriott Int'l Inc.*, 337 F.3d 421, 424 (4th Cir. 2003)("In particular, a claim in which the federal question arises only as a defense to an otherwise purely state law action does *not* 'arise under' federal law, and hence jurisdiction would not lie under section 1331.").

WHEREFORE, Plaintiff Branch Banking and Trust Company respectfully moves the Court for an Order remanding this foreclosure case back to the Horry County Court of Common Pleas. Further, Plaintiff Branch Banking and Trust Company respectfully requests an order awarding it the amount in attorney's fees it has incurred in responding to Hunt's Notice of Removal. 28 U.S.C. § 1447(c)("An order remanding the case may require payment of just costs and any actual expenses, including attorney fees, incurred as a result of the removal.").

Pursuant to Local Civil Rule 7.02(E), this motion is excluded from the duty to consult. This motion is based on the exhibits hereto, the pleadings filed herein, the pleadings filed in the Court of Common Pleas for Horry County, South Carolina, the Federal Rules of Civil Procedure, the Local Civil Rules of this Court, the laws of the United States and the State of South Carolina, and such other and further matters as may be properly presented to the Court.

[signature on the following page]

Respectfully submitted,

s/ Sean M. Foerster
Sean M. Foerster (Fed. I.D. # 10396)
Rogers Townsend & Thomas, PC
220 Executive Center Drive (29210)
PO Box 100200
Columbia, SC 29202-3200
(803) 771-7900
sean.foerster@rtt-law.com

Attorneys for Plaintiff Branch Banking and Trust Company

December 8, 2014

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 8, 2014, I electronically filed the foregoing Motion to Remand with the Clerk of the Court using the CM/ECF system and have served a hard copy of the electronic filing by mailing it to the following:

Cindy B. Hunt, Esquire
195-D Willow Greens Drive
Conway, SC 29526

s/ Sean M. Foerster
Sean M. Foerster (Fed. I.D. # 10396)

1844

IN THE COURT OF COMMON PLEAS OF THE STATE OF SOUTH CAROLINA FOR HORRY COUNTY

Branch Banking and Trust Company Plaintiff/Petitioner vs. **Cindy B. Hunt; et.al.** Defendant/Respondent	DOCKET NO: **13-CP-26-2528** AFFIDAVIT OF SERVICE OF: **Lis Pendens, Civil Action Coversheet, Summons, Complaint, Notice of Foreclosure Intervention**

The undersigned, being first duly sworn, on oath deposes and says: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, has the authority to serve pleadings in the State named below, and is competent to be a witness therein.

On the **17th day of April, 2013**, at **2:20 PM**, at the address of **LITUS TO LET, 1551 21ST Avenue N #24, MYRTLE BEACH, Horry** County, **SC 29526**; this affiant served the above described documents upon **Willow Greens Homeowners Association, Inc.** by then and there personally delivering 1 true and correct copy(ies) thereof, by then presenting to and leaving the same with **Pam Nettleton, Association Administrator authorized to accept for RA, Litus to Let, A white female approx. 45-55 years of age 5'8"-5'10" in height weighing 180-200 lbs with blonde hair.**

Is defendant active duty military? ( ) NO ( ) YES

Is the place of service the dwelling house or usual abode for the party being served? (X) NO ( ) YES

AUTHORIZED LEGAL AGENT, STATED HE/SHE IS AUTHORIZED TO ACCEPT SERVICE ON BEHALF OF DEFENDANT

Is the Subject Property a Mobile Home? (X) NO ( ) YES
Is a Mobile Home VIN # visible? ( ) NO ( ) YES VIN #: _____

DATED this 18th day of April, 2013.

Reggie Rhoades, Horry, SC

SUBSCRIBED AND SWORN to before me this 18th day of April, 2013

NOTARY PUBLIC in and for the State of **South Carolina**
My Commission Expires: 08/22/2022

JULIE MONAHAN
Notary Public, South Carolina
My Commission Expires
August 22, 2022

FOR: **Rogers Townsend & Thomas, PC**
REF: **004335-03166-4**

ORIGINAL AFFIDAVIT OF SERVICE

Tracking #: **9917962** CAE FIL

13 APR 18 AM 11:35
CLERK OF COURT

1845

IN THE COURT OF COMMON PLEAS OF THE STATE OF SOUTH CAROLINA FOR HORRY COUNTY

Branch Banking and Trust Company Plaintiff/Petitioner vs. **Cindy B. Hunt; et.al.** Defendant/Respondent	DOCKET NO: **13-CP-26-2528** AFFIDAVIT OF SERVICE OF: **Lis Pendens, Civil Action Coversheet, Summons, Complaint, Notice of Foreclosure Intervention** COPY

The undersigned, being first duly sworn, on oath deposes and says: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, has the authority to serve pleadings in the State named below, and is competent to be a witness therein.

On the **2nd day of May, 2013**, at **3:29 PM**, at the address of **1421 GRAHAM Road, MANSFIELD, Richland County, OH 44903**; this affiant served the above described documents upon **CJ Developers, LLC** by then and there personally delivering **1** true and correct copy(ies) thereof, by then presenting to and leaving the same with **Donna Hoffner, PERSON IN CHARGE, A white female approx. over 65 years of age 5'4"-5'6" in height weighing 160-180 lbs with gray hair.**

Is defendant active duty military? (✓) NO ( ) YES

Is the place of service the dwelling house or usual abode for the party being served? ( ) NO (✓) YES

Is the Subject Property a Mobile Home? (✓) NO ( ) YES

Is a Mobile Home VIN # visible? (✓) NO ( ) YES VIN #: _____

FILED
HORRY COUNTY
2013 MAY -8 PM 12: 12
MELANIE HUGGINS WARD
CLERK OF COURT

DATED this 2 day of May 2013

Jesse Lansing

SUBSCRIBED AND SWORN to before me this 2 day of May 2013

NOTARY PUBLIC in and for the State of **Ohio**
My Commission Expires: 12-6-17

FOR: **Rogers Townsend & Thomas, PC**
REF: **004335-03166-3**

ORIGINAL AFFIDAVIT OF SERVICE

Tracking #: **7483381** CAE FIL

KIM M. GRESS
NOTARY PUBLIC
STATE OF OHIO
My Comm. Expires December 6, 2017

1846

Case No.: 2013-CP-26-2528

Exhibit # 82

Hunt's Response To Motion To Remand

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

2014 DEC 22 PM 1:28

Branch Banking and	)	RESPONE TO MOTON TO REMAND
Trust Company	)	C/A No.: 4:14-cv-04352-BHH-TER
Plaintiff,	)	
vs.	)	
Cindy B. Hunt; Willow Greens	)	
Homeowners Association, Inc.;	)	
CJ Developers, LLC.	)	
Defendant(s)	)	

This response to BBT's motion to remand is supported by all the exhibits in this matter and the prior pleadings and documents at c/a 4:09-cv-2151-JMC-TER;[1] c/a 4:11-cv-00870-MGL-TER;[2] Case No: 2012-CP-26-5264 aka c/a 4:12-cv-02216-MGL[3] and all the pleadings and documents in the present matter at Case No: 2013-CP-26-2528[4] aka c/a 4:14-cv-04352-BHH-TER where this matter has been in dispute/litigation for six years (1/2008 – present day).[5]

1. **Nature of the case**: This matter involves three prior lawsuits[6] and the current fourth lawsuit that arises out of Hunt's banking relationship with BBT. Lawsuit #s 1-3 were dismissed as per BBT's motions to dismiss. Also, BBT successfully removed lawsuit # 3 to the USDC where BBT asserted that the amount in controversy was the valued of the disputed mortgage. At no time during lawsuit #s 1-3 did BBT assert its foreclosure

[1] Here in after referred to as lawsuit # 1 was filed in the USDC by Hunt on 8/13/2009. Exhibit #s 1-52 were submitted in the USDC without objection by BBT and included five affidavits from Hunt and Davis. See Hunt's affidavits at exhibit #s 3, 26 and 46. **Lawsuit # 1 was appealed to the USCA.**

[2] Here in after referred to as lawsuit # 2 - was filed in the USDC by Hunt on 4/12/2011. **Lawsuit # 2 was not appealed to the USCA.**

[3] Here in after referred to as lawsuit # 3 where the verified complaint in lawsuit # 3 consisted of only state causes of action was filed by Hunt in the Horry County Court of Common Pleas on 7/9/2012 where Hunt was trying to follow the instructions of the **USCA**; lawsuit # 3 was thereafter removed by BBT based on diversity jurisdiction to the USDC in Florence, SC on 8/6/2012. **Lawsuit # 3 was not appealed to the USCA.**

[4] Here in after referred to as lawsuit # 4 - was filed in this circuit court by BBT on 4/16/2013; the counterclaims are verified.

[5] Communications with BBT (Fogle, Teal and Craven) were had from 1/22/2008 – 3/2008. An FDIC proceeding was held from 3/2008 – 9/2008. Four lawsuits have been filed from 8/2009 – present.

[6] In lawsuit # 1 the USDC dismissed the federal causes of action and declined supplemental jurisdiction. In lawsuits 2 and 3 the USDC issued final judgments stating that the cases were dismissed without prejudice.

complaint on the delinquent mortgage. Thereafter, BBT in lawsuit # 4 BBT has gone forum shopping in state court with the foreclosure complaint where the mortgage of the foreclosure complaint was delinquent before lawsuit #s 2-3 were dismissed. Hunt removed this current lawsuit # 4 to the USDC on 11/10/2014. This matter involving lawsuit # 4 is now before this court on BBT's motion to remand to state court lawsuit # 4 where BBT previously removed the same claims to this USDC in lawsuit # 3 where BBT failed to assert its foreclosure claim.

2. **Statement of relevant facts: There have been four lawsuits involving Hunt's banking relationship with BBT. Hunt asks that this court take judicial notice of these lawsuits. FRE 201**:

   a. **Lawsuit # 1:** c/a 4:09-cv-2151-JMC-TER (filed 8/9/2009 in the USDC by Hunt against several Defendants involving federal question jurisdiction. The USDC granted BBT's motion to dismiss the federal causes of action and the court declined supplemental jurisdiction over the state law claims.[7] The USDC partially granted BBT's motion to dismiss. Hunt appealed lawsuit # 1 to the USCA.[8]);

   b. **Lawsuit # 2:** c/a 4:11-cv-0870-MGL-TER (filed 4/12/2011 in the USDC by Hunt against several Defendants involving federal question jurisdiction. The USDC granted BBT's motion to dismiss. The final judgment of the USDC states: case dismissed without prejudice under FRCP 4(m). Law suit # 2 was not appealed.)[9];

   c. **Lawsuit # 3:** Case No: 2012-CP-26-5264 aka c/a 4:12-cv-02216-MGL-TER (filed 7/9/2012[10] in Horry County Court of Common Pleas by Hunt against BBT only. Hunt submitted a notice of withdrawal on 8/6/2012 at 10:46 am. Thereafter BBT submitted a notice of **removal**[11] on 8/6/2012 at 13:49 pm based on diversity jurisdiction. In the USDC BBT submitted a motion to dismiss based on withdrawal among other grounds for dismissal. The USDC

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[7] The claims of lawsuit # 1 were included in lawsuit #s 2-4; and Hunt timely refiled the claims from lawsuit # 1 in lawsuit #s 2-4.

[8] See case # c/a 4:09-cv-2151-JMC-TER where the USDC dismissed the federal causes of action and declined supplemental jurisdiction. Hunt made a timely motion to alter or amend. Hunt made a timely appeal and request for reconsideration to the USCA. Thereafter, Hunt timely filed law suit # 3.

[9] Jurisdiction in lawsuit # 2 was based on federal question. The claims in lawsuit # 2 were included in lawsuit #s 1 and 3-4. The final judgment of the USDC in lawsuit # 2 states: case dismissed without prejudice under FRCP 4(m). The jurisdiction of the USDC attached to lawsuit # 2 and the right of Hunt to prosecute her claims in the USDC. That right cannot be arrested or taken away by proceedings in another court. Donovan v. Dallas, 377 U.S. 408, 411, 84 S.Ct. 1579, 12 L.Ed.2d 409 (1964).

[10] BBT in its foreclosure complaint in law suit # 4 states that the mortgage became delinquent on 7/1/2012.

[11] In its Notice of Removal for law suit # 3 in 8/2012 BBT cited to the already delinquent mortgage as the amount in controversy. BBT did not assert a claim for foreclosure in lawsuit #s 2-3.

partially granted BBT's motion to dismiss. Law suit # 3 was not appealed.)[12]; and

d. **Lawsuit # 4 is ongoing:** Case No: 2013-CP-26-2528[13] aka c/a 4:14-cv-04352-BHH-TER (filed 4/16/2013 in Horry County Court of Common Pleas by BBT against Hunt, Willow Green HOA and CJ Developers. Hunt submitted a notice of **removal** on 11/10/2014 based on federal question and diversity jurisdiction.[14] Law suit # 4 is ongoing.)[15]

3. **Res Judicata/Claim Preclusion[16] & Judicial Estoppel[17] apply to the foreclosure complaint in lawsuit # 4:**

a. In lawsuit # 1 BBT states at ECF 97 at footnote # 1 that all of Hunt's accounts were closed in early 2009. Thereafter, the USDC granted dismissal of Lawsuit # 1 based on BBT's motion to dismiss. FRE 201.

b. **BBT states in its foreclosure complaint of lawsuit # 4 that the mortgage became delinquent on 7/1/2012. FRE 201.**

c. In lawsuit # 2 the USDC granted dismissal of Lawsuit # 2 based on BBT's motion to dismiss on 3/13/2013. FRE 201.

d. Lawsuit # 3 was filed by Hunt in state court on 7/9/2012. BBT removed lawsuit # 3 to the USDC on 8/6/2012 stating that the amount in controversy was the value of the mortgage. BBT did not assert a claim for foreclosure in lawsuit #s 2-3.[18] Thereafter, the USDC granted dismissal of lawsuit # 3 based

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[12] BBT was served in lawsuit # 3 with the summons and complaint. The claims of lawsuit # 3 where jurisdiction was based on diversity were included in lawsuit #s 1-2 and 4. The final judgment of the USDC in lawsuit # 3 states: case dismissed without prejudice. The jurisdiction of the USDC attached to lawsuit # 3 and the right of Hunt to prosecute her claims in the USDC. That right cannot be arrested or taken away by proceedings in another court. Donovan v. Dallas, 377 U.S. 408, 411, 84 S.Ct. 1579, 12 L.Ed.2d 409 (1964).

[13] Here in after referred to as lawsuit # 4 - was filed in this circuit court by BBT on 4/16/2013; the counterclaims are verified.

[14] The claims of lawsuit # 4 were included in lawsuit #s 1-3.

[15] Hunt argues that the well pleaded complaint rule applied in lawsuit #s 1-3:

[16] Hunt asserted res judicata in her 8/2/2013 answer; and this answer was reasserted and unchanged as to the first amended counterclaims. The doctrine of res judicata embodies two distinct preclusion concepts: (1) claim preclusion; and (2) issue preclusion. Marrese v. American Academy of Orthopaedic Surgeons, 470 U.S. 373, 376 n. 1, 105 S.Ct. 1327, 1329 n. 1, 84 L.Ed.2d 274 (1985); Migra v. Warren City School Dist. Bd. of Educ., 465 U.S. 75, 77 n. 1, 104 S.Ct. 892, 894 n. 1, 79 L.Ed.2d 56 (1984). Claim preclusion refers to the preclusive effect of a judgment in foreclosing litigation of matters which should have been raised in an earlier suit, while issue preclusion refers to the effect of a judgment in precluding the relitigation of a matter actually litigated and decided. Id. In this case the Court does not need to consider the applicability of issue preclusion and, therefore, bases its decision upon the concept of claim preclusion. Briggs v. Newberry County School Dist., 838 F.Supp. 232 (D.S.C., 1992)

[17] *Allen v. Zurich Ins. Co.*, 667 F.2d 1162 (4th Cir.1982).

[18] See lawsuit # 3 - mortgage late notice at ECF 14-2.

on BBT's motion to dismiss based on prior withdrawal. In lawsuit #s 1-3 BBT did not make an appeal to the USCA. FRE 201.

e. In lawsuits #s 1-3 BBT does not alter it position of "all of Hunt's accounts were closed in early 2009." See lawsuit # 1 ECF 97 at footnote # 1. FRE 201.

f. Also see arguments below at - **Fraudulent Joinder and Bad Faith.**

g. Parties or their privies: In lawsuit #s 1-3 Hunt was the Plaintiff and BBT was the Defendant. Lawsuits 1-2 also involved several Defendants.[19] Lawsuit # 3 involved two parties - Hunt and BBT. Based on the final orders of the USDC in lawsuit #s 2 and 3 BBT could not assert foreclosure against Hunt with Hunt as the sole Defendant in a subsequent lawsuit. As stated above BBT came up with a scheme: in lawsuit # 4 - BBT is the Plaintiff and BBT named as Defendants - Hunt, Willow Green HOA and CJ Developers. FRE 201.

Hunt alleges that there was misconduct involved in Hunt learning that WGHOA had been served: The affidavit (ECF 11-2) that BBT submitted to this USDC re WGHOA does not list WGHOA as a defendant; the Answer of WGHOA does not show that Hunt served a copy of the answer;[20] Hunt was concerned as to why WGHOA would be a Defendant where Hunt was current on her HOA payments; On 9/16/2014 Hunt requested documents from broker in charge showing that Hunt was current on payments - Millar (BIC) states on page 3 "What is up!? She is current ..." - response from WGHOA attorney did not include any indication that WGHOA had filed an answer to a foreclosure complaint;[21]

Hunt learned at a court hearing that WGHOA had filed an answer; On 10/15/2014 Hunt called and spoke to attorney Ouverson about an answer to complaint; Ouverson told Hunt that he had not filed an answer and that Hunt should go look it up at the courthouse.

Hunt called broker in charge (Millar) on 10/15/2014 and Millar wrote email to Ouverson re answer to the complaint. Ouverson never supplied Hunt with a copy of the answer. Ouverson falsely states that he promised Hunt a copy of the general order of reference.[22] On 10/17/2014 Hunt filed a motion to strike the answer of WGHOA.[23] On 11/05/2014 WGHOA withdrew its answer.[24]

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[19] Hunt argues that all the individual defendants were in privity with BBT where they were all employees of BBT.

[20] See State Court exhibit # 60 where this exhibit is attached to the State Court Motion to Strike Answer of Willow Greens HOA.

[21] See State Court exhibit # 58 Willow Greens HOA payment history.

[22] See State Court exhibit # 59 Email from property manager to attorney Ouverson and response email from Ouverson.

[23] See attached State Court Motion to Strike Answer of Willow Greens HOA.

[24] See State Court exhibit # 60 where this exhibit is attached to the State Court Motion to Strike Answer of Willow Greens HOA.

Presently Hunt is the only Defendant in lawsuit # 4 where Willow Green HOA has withdrawn[25]; and CJ Developers was dissolved in 2006. Hunt argues that an identity of parties or their privies exists, and Defendant Hunt is entitled to avail herself of the defense of res judicata/claim preclusion.

h. **Identity of Subject Matter:** In lawsuit # 1 at ECF 97 at FN 1 BBT stated that all of Hunt's accounts were closed in early 2009; in lawsuit # 3 on removal BBT asserted that the amount in controversy was the value of the mortgage; and in lawsuit # 4 BBT is asserting foreclosure of the mortgage. FRE 201.

Hunt argues because the foreclosure claim in lawsuit # 4 is identical to the subject matter involved in the amount in controversy as stated by BBT in its Notice of Removal to the USDC in lawsuit # 3 (FRE 201) and that this case arises out of Hunt's banking relationship with BBT where an identity of subject matter is present.

i. **Final determination on the merits:**

In lawsuit # 1 the USDC dismissed the federal causes of action and declined supplemental jurisdiction of the state causes of action.[26] The USCA affirmed. FRE 201.

In lawsuit # 2 the USDC at ECF 64 rendered a final decision on the merits stating: Case is dismissed without prejudice pursuant to FRCP 4(m).[27] FRE 201.

In lawsuit # 3 the USDC at ECF 31 rendered a final decision on the merits stating: Case is dismissed without prejudice.[28] FRE 201.

j. Also, BBT has taken inconsistent positions during the lawsuit #s 1-3 proceedings versus in the present lawsuit # 4 regarding Hunt's banking relationship with BBT (all accounts closed in early 2009[29] vs 2013 foreclosure complaint and see **Fraudulent Joinder and Bad Faith and Claim Preclusion and Judicial Estoppel).**

i. In *Allen v. Zurich Ins. Co.*, 667 F.2d 1162 (4th Cir.1982), the Fourth Circuit stated the following concerning judicial estoppel: In certain

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[25] Also, Hunt argues below that WGHOA and CJ Developers was not properly served under SCRCP 4(d)(3).

[26] See in lawsuit #s 1-3 – the dismissals were without prejudice – this means that Plaintiff Hunt could reassert her causes of action and that res judicata applies.

[27] This means that Plaintiff Hunt could reassert her causes of action if she satisfied FRCP 4(m) and that res judicata applies. Hunt has served BBT the counterclaims and all other documents.

[28] This means that Plaintiff Hunt could reassert her causes of action and that res judicata applies.

[29] See lawsuit # 1 ECF 97 at footnote # 1.

circumstances a party may properly be precluded as a matter of law from adopting a legal position in conflict with one earlier taken in the same or related litigation. "Judicial estoppel" is invoked in these circumstances to prevent the party from "playing fast and loose" with the courts, and to protect the essential integrity of the judicial process. 667 F.2d at 1166-67.

k. **Hunt argues that BBT's foreclosure complaint in lawsuit # 4 should be barred by claim preclusion and or judicial estoppel. As such, Hunt request that this USDC order BBT to deliver to Hunt the title to her home free of the mortgage.**

4. Defendant BBT of lawsuit #s 1-3 and Plaintiff BBT of lawsuit # 4 should not be allowed to make a motion to remand this matter to state court:

Hunt reminds this court that BBT in lawsuit # 3 was the Defendant that removed the case to the USDC. All of the counterclaims currently before this Court in lawsuit # 4 - were removed to this Court in lawsuit # 3 by then Defendant BBT based on diversity jurisdiction; and BBT had the opportunity in lawsuit #s 2-3 to assert the mortgage/foreclosure complaint and did not do so.[30]

In this matter the orders of final judgment from the USDC in lawsuit #s 2 and 3 states: Case dismissed without prejudice pursuant to FRCP 4(m) and Case dismissed without prejudice.

As such, Hunt argues that BBT went forum shopping[31] in an effort to avoid the effects of the final judgment of the USDC in lawsuit #s 2-3 where BBT filed its foreclosure complaint in lawsuit # 4 in the Horry County Court of Common Pleas.

Hunt argues that BBT through its attorneys have filed a barred foreclosure complaint in state court.[32]

In lawsuit # 3 after removal to the USDC – BBT through a motion to dismiss requested dismissal of lawsuit # 3 based on several grounds to include withdrawal.

The USDC granted BBT's request for the dismissal of the federal question jurisdiction based lawsuit # 2 based only FRCP 4(m). The jurisdiction of the USDC attached to lawsuit # 2 and the right of Hunt to prosecute her claims in the USDC. That right cannot be arrested or taken away by proceedings in another court. Donovan v. Dallas, 377 U.S. 408, 411, 84 S.Ct. 1579, 12 L.Ed.2d 409 (1964).

BBT did not assert a claim for foreclosure in lawsuit # 2 where the mortgage was delinquent before lawsuit # 2 was dismissed on 3/13/2013.

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[30] In lawsuit # 3 Hunt had Defendant BBT served with process prior to removal to the USDC.
[31] Nash v. Tindall Corp., 650 S.E.2d 81, 375 S.C. 36 (S.C. App., 2007).
[32] Resulting in the issuing of an order of publication that caused Hunt to submitted a conditional waiver of service that has resulted in a great waste of the state court's resources and Hunt's resources and time.

The USDC granted BBT's request for the dismissal of the federal question and diversity jurisdiction based lawsuit # 3 based only on withdrawal under SCRCP 41.[33] The jurisdiction of the USDC attached to lawsuit # 3 and the right of Hunt to prosecute her claims in the USDC. That right cannot be arrested or taken away by proceedings in another court. Donovan v. Dallas, 377 U.S. 408, 411, 84 S.Ct. 1579, 12 L.Ed.2d 409 (1964).

BBT did not assert a claim for foreclosure in lawsuit # 3 where the mortgage was delinquent before lawsuit # 3 was filed and before lawsuit # 3 was dismissed on 3/13/2013.

Also, in lawsuit # 1 at ECF 97 at FN 1 – then Defendant BBT said that all of Hunt's accounts were closed in early 2009.

Thereafter, **BBT** filed the foreclosure complaint of lawsuit # 4 against Hunt and two other Defendants in State Court where BBT did assert a claim for foreclosure in lawsuit #s 2-3.

However, Plaintiff BBT in lawsuit # 4 states that the mortgage became delinquent before Hunt filed lawsuit # 3 and before BBT removed lawsuit # 3 to the USDC and before lawsuit # 2 was dismissed.[34] **The counterclaims of lawsuit # 4 are the same claims that BBT removed to the USDC in lawsuit # 3.**

As such, previously in lawsuit # 3 BBT removed the issues of lawsuit # 4 to the USDC from State Court. And currently BBT is requesting that the issues of lawsuit # 4 that BBT previously removed to the USDC in lawsuit # 3 - that those same issues be remanded to State court.

Hunt argues that BBT came up with the scheme involved in the present lawsuit involving Defendants Willow Green HOA and CJ Developers[35] to keep Hunt from asserting her causes of action from lawsuit #s 1-3 in federal court.

Hunt argues that BBT through its attorneys in asserting the present scheme in state court involving waiver of deficiency judgment, no service of the answer of Defendant Willow Green HOA on Hunt, CJ Developers a dissolved corporation and no service on any of the Defendants that BBT is saying to this USDC that the rules do not apply to BBT and that BBT will not abide by the orders of this USDC in lawsuit #s 1-3.

And through its motion for remand to state court BBT is requesting the blessing of this Court to assist BBT in ignoring the prior final rulings of this court in lawsuit #s 1-3.

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[33] BBT did not request restrictions pursuant to its withdrawal argument and the Court did not place any restrictions on when or how Hunt could bring the issues of lawsuit # 3 back to the USDC.

[34] BBT asserts for the first time in lawsuit # 4 that Hunt has loans at BBT that are not closed. BBT did not assert foreclosure in lawsuit # 3.

[35] See above at **Claim Preclusion and Judicial Estoppel.**

Hunt argues that the FRCP and case law on removal and remand were never intended to facilitate forum shopping or litigate matters which should have been raised in an earlier suit and or to be used by BBT to test the limits of absurdity.

As such, in these unique set of facts Hunt argues that BBT is asking this court to help BBT to defy the orders of this USDC – furthermore Hunt argues that notwithstanding that in lawsuit # 4 BBT is the Plaintiff - that this USDC should treat BBT as the Defendant from lawsuit # 3[36] in this continuing dispute and that "Defendant" BBT should not be permitted to make a motion to remand in lawsuit # 4 on the same claims that BBT successfully removed to the USDC in lawsuit # 3 and where BBT has had more that one opportunity to asserting its foreclosure claim and did not due so.

5. **Impact on lawsuit # 4 from lawsuit #s 2-3 based on final decision of dismissal without prejudice**: Hunt filed law suit # 3[37] in the Horry County Court of Common Pleas on 7/9/2012. And thereafter **before** BBT answered or filed a motion for summary judgment Hunt filed a notice of voluntary withdrawal on 8/6/ 2012 at 10:46 am in law suit # 3 in state court.

   Later in the day on 8/6/2012 BBT submitted a notice of removal in lawsuit # 3 based on the well plead complaint of Hunt in lawsuit # 3. BBT asserted diversity of citizenship and the amount in controversy exceeding $75,000 based on the mortgage that Hunt was seeking to have cancelled. In the USDC - BBT submitted a motion to dismiss based on withdrawal among other grounds for dismissal.

   In lawsuit # 3 the USDC (ECF No. 30 of law suit # 3) **adopted** the Magistrate's report and recommendation (ECF No. 22 of law suit # 3)[38] and granted Defendant BBT's motion to dismiss on **March 13, 2013** based on BBT's argument of withdrawal of the complaint in law suit # 3 from State Court under SCRCP 41[39] prior to removal by BBT where BBT asserted no restrictions on Hunt's voluntary withdrawal.

   In lawsuit # 2 the USDC at ECF 64 rendered a final decision on the merits stating: Case is dismissed without prejudice pursuant to FRCP 4(m).[40] Hunt was the Plaintiff in lawsuit #2. FRE 201.

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[36] As a sanction if necessary for using WGHOA and CJ Developers as Defendants in filing the barred foreclosure complaint against Hunt.

[37] The Figure A chart shows that the causes of action in lawsuit # 3 are the same as the counterclaims in lawsuit # 4. SCRCP 41 In lawsuit # 3 BBT argued diversity jurisdiction based on the value of the mortgage that it is now asserting as the basis of it foreclosure complaint in lawsuit # 4.

[38] The Magistrate did not rule on the other grounds in BBT's motion to dismiss. Hunt argues that these other issues of the motion to dismiss in law suit # 3 have been waived and abandoned and are law of the case.

[39] BBT did not object to or place any restrictions on Hunt's request for withdrawal under SCRCP 41.

[40] This means that Plaintiff Hunt could reassert her causes of action if she satisfied FRCP 4(m) and that res judicata applies. Hunt has served BBT the counterclaims and all other documents.

In lawsuit # 3 at ECF 31 the USDC writes "Judgment: Case is dismissed without prejudiced." Hunt was the Plaintiff in lawsuit #3. FRE 201

A dismissal of a case 'without prejudice means that the plaintiff can reassert the same cause(s) of action by curing the defects that led to dismissal.[41]

Hunt argues that Plaintiff BBT filed lawsuit # 4 (foreclosure complaint) in State Court on April 16, 2013 as a part of its efforts to defy the orders of the USDC. **As such, Hunt argues that**

a. **As a result of the unappealed decisions of the USDC in lawsuit #s 2-3 the exclusive jurisdiction of the USDC[42] attached to the issues of lawsuit #s 2-3 and comes to lawsuit # 4:**

   i. The federal question jurisdiction that was asserted by Hunt in lawsuit # **2** in the causes of action of that case in the USDC and where the USDC made its final judgment of dismissal without prejudice pursuant to FRCP 4(m) in lawsuit # 2, thereafter those issues come to lawsuit # 4 as federal question exclusive jurisdiction/jurisdiction of the USDC.

   ii. The diversity jurisdiction that was asserted by BBT in lawsuit # **3** through removal of the causes of action of that case to the USDC under 28 USC 1332 and where the USDC made the final judgment of dismissal without prejudice of lawsuit # 3, thereafter those issues comes to lawsuit # 4 as federal question exclusive jurisdiction/jurisdiction of the USDC.

b. **In lawsuit # 4 BBT filed a barred complaint, took steps to avoid the attached exclusive jurisdiction of the USDC to include the res judicata estoppel and law of the case:**

   i. See above at **Claim Preclusion and Judicial Estoppel.**

   ii. Lawsuit # 3 was dismissed on March 13, 2013 based on Defendant BBT's argument of withdrawal of the complaint in law suit # 3 from State Court under SCRCP 41 prior to removal by BBT. On April 16, 2013 Plaintiff BBT filed lawsuit # 4 naming Hunt, Willow Greens HOA and CJ Developers as defendants in the Court of Common Pleas - Case No: 2013-CP-26-2528 aka c/a 4:14-cv-04352-BHH-TER (lawsuit # 4).

   iii. Hunt alleges that Defendant BBT of lawsuit # 3 **disliked the res judicata effect, etc of law suit #s 2-3 –** dismissal without prejudice

[41] McEachern v. Black, 329 S.C. 642, 496 S.E.2d 659 (S.C. App., 1997).

[42] Donovan v. Dallas, 377 U.S. 408, 411, 413, 84 S.Ct. 1579, 12 L.Ed.2d 409 (1964).

1856

and where in lawsuit # 3 the Magistrate did not rule on the other issues (statute of limitations, objections to punitive damages, attorney fees, costs, each cause of action, etc.) in Defendant BBT's motion to dismiss in law suit # 3. Thereafter, Hunt argues that BBT took proactive steps to avoid the exclusive jurisdiction of the USDC - BBT went forum shopping for a forum that would allow BBT to file a barred foreclosure complaint that BBT failed to assert in lawsuit #s 1-3 and to file unpreserved motions to dismiss under Rule 12(b)(6) involving the issues that the Magistrate did not reach in lawsuit # 3, etc.

iv. **Fraudulent Joinder and Bad Faith:** Hunt argues that BBT has engaged in fraudulent joinder of all Defendants and bad faith in filing lawsuit # 4 as follows:

See above at **Claim Preclusion and Judicial Estoppel.**

Also, in lawsuit # 4 BBT asserts in the complaint - foreclosure against Hunt, Willow Green HOA (WGHOA) and CJ Developers with deficiency judgment waived. And in this matter all of Hunt's counterclaims are being asserted against BBT only.

As such, Hunt argues that BBT has engaged in outright fraud in naming as Defendants Hunt, WGHOA and CJ Developers; and in its pleading of jurisdictional facts where there was and is no possibility that BBT can establish a cause of action against Hunt,[43] Willow Greens HOA[44] and CJ Developers.[45]

Willow Greens is not named on the 2007 mortgage and Willow Greens does not do business at the location of the foreclosure property. Also, BBT made no objection to withdrawal by WGHOA. Neither BBT nor WGHOA provided Hunt with a copy of the answer of WGHOA to the complaint. (See attachment) And the attorney for Willow Green told Hunt that Willow Green did not answer the complaint in this matter. (See attachment)

Hunt made a motion to strike the answer of Willow Green on 10/17/2013. Willow Green filed a notice of withdrawal of its Answer on November 5, 2013.[46]

CJ Developers is the builder of Hunt's condo. Hunt did not buy her condo from CJ Developers. CJ Developers is not named on the 2007 mortgage and CJ Developers does not do business at the location of

[43] See above at **Claim Preclusion and Judicial Estoppel.**
[44] This is Hunt's homeowners association for her condominium.
[45] CJ Developers was the builder of Hunt's condominium.
[46] See State Court exhibit # 69.

the foreclosure property. CJ Developers was dissolved in 2006[47] which is one year before Hunt got the 2007 mortgage. Hartley v. CSX Transp., inc 187 F.3d 422, 424.

c. **The counterclaims[48] in law suit # 4 are the same as the claims in lawsuit # 3:**

i. Hunt's verified counterclaims[49] in lawsuit 4 are the same as the causes of action in the complaint of lawsuit # 3 or relate back to lawsuit # 3.

ii. All of Hunt's counterclaims in lawsuit # 4 as in law suit # 3 are asserted against BBT. Hunt has served BBT with the counterclaims and amended counterclaims.

iii. Hunt argues that the counterclaims of lawsuit #4 were removed to the USDC by then defendant BBT in lawsuit # 3 where thereafter in lawsuit # 3 BBT submitted a motion to dismiss, Hunt responded and the USDC made a final judgment in lawsuit # 3 at ECF 31 that was not appealed.

iv. As per the final orders of the USDC in lawsuit #s 1-3 being dismissed without prejudice Hunt could **refile** at a later date the claims of lawsuit #s 1-3 in a complaint or as counterclaims. SCRCP 41

d. **Forum Shopping:** As such, Hunt argues that the now Plaintiff BBT in lawsuit # 4 wants to change its mind based on the effects of res judicata, etc. of lawsuit # 2 and 3[50] and drag Hunt back to State Court by filing in State Court and or through this motion to remand to State Court so that BBT and the state court can ignore the res judicata effects of the final orders of this USDC of judgments on the merits. **Hunt argues that this is forum shopping and is against public policy that there be an end to litigation.** [51]

i. **Foreclosure Complaint: Amount in controversy - the dollar amount of the mortgage foreclosure of law suit # 4 was asserted by BBT as the basis for diversity jurisdiction in lawsuit # 3:**

1. In law suit #s 2-3 (both were dismissed on 3/13/2013) BBT did not assert the counterclaim of mortgage foreclosure where

[47] See attached state court exhibit # 68 where CJ Developers was dissolved on 3/9/2006. BBT did not object to this exhibit being submitted to the State Court.

[48] Hunt amended the counterclaims of lawsuit # 4 on 6/2014.

[49] As per SCRCP 41 and the final judgments of dismissal without prejudice Hunt could refile her causes of action from lawsuit #s 1-3 in a subsequent complaint or as counterclaims.

[50] BBT removed lawsuit # 3 to the USDC asserting amount in controversy was the value of the mortgage of the foreclosure claim in lawsuit # 4. Thereafter, BBT requested and was granted a dismissal of lawsuit # 3.

[51] Nash v. Tindall Corp., 650 S.E.2d 81, 375 S.C. 36 (S.C. App., 2007).

the mortgage as per BBT in its foreclosure complaint was delinquent on 7/1/2012.

2. The mortgage foreclosure of the complaint in lawsuit # 4 was asserted by BBT as the dollar amount basis for diversity jurisdiction in lawsuit # 3 based on the causes of action in Hunt's complaint. The USDC dismissed lawsuit #s 2-3 as argued by BBT in its motions to dismiss where the court issued final unappealed judgments without prejudice in lawsuit #s 2-3.

3. See above at **Res Judicata/Claim Preclusion and Judicial Estoppel** for Hunt arguments that the foreclosure complaint is barred as per the final judgment in lawsuit #s 2-3.

ii. **BBT's motions to dismiss in lawsuit # 4 in the State Court are made up of the unpreserved grounds that the USDC did not rule on in BBT's motion to dismiss in lawsuit # 3 in the USDC:** In the USDC in lawsuit # 3 – Defendant BBT filed under FRCP 12(b)(6) a motion to dismiss lawsuit # 3 based on several grounds. The Magistrate Judge of the USDC recommended that the Court **grant** BBT's motion to dismiss (ECF No. 22 of law suit # 3) on one of several grounds.

The USDC **adopted** the Magistrate's report and recommendation and granted BBT motion to dismiss in part on **March 13, 2013** based on BBT's argument of withdrawal of the complaint in law suit # 3 from State Court under SCRCP 41(a)(1)[52] prior to removal by BBT.

In lawsuit # 3 the Magistrate did not rule on the other grounds in BBT's motion to dismiss.[53] The two motions to dismiss that BBT has asserted in lawsuit # 4 in the State Court are made up of the unpreserved grounds that the USDC did not rule on in BBT's motion to dismiss in lawsuit # 3 in the USDC.

e. **Attorney fees / costs to Hunt:** Hunt makes a request for attorney fees /costs from Plaintiff BBT in the amount of $2,665,500.00 and the title to her home.

In lawsuit # 3 at ECF 29 at paragraph # 24 Hunt submitted an affidavit for attorney fees / costs in the amount of $ 2,665, 500.00 for lawsuit #s 1-3. BBT did not object to this affidavit for attorney fees at anytime prior during these four lawsuits.

[52] BBT did not object to or place any restrictions on the dismissal under SCRCP 41(a)(1).
[53] Hunt argues that these other issues of the motion to dismiss in law suit # 3 have been waived and abandoned and are law of the case.

i. When BBT removed lawsuit # 3 to the USDC based on diversity jurisdiction the appeal on lawsuit # 1 was over. However, lawsuit # 2 was still pending in the USDC with BBT and several employees as Defendants.

ii. Hunt argues that BBT was looking for addition help from the USDC involving lawsuit # 2 when BBT removed lawsuit # 3 to the USDC where BBT had asked the court in lawsuit # 1 at ECF 108 to send Hunt to state court.

iii. Hunt argues that BBT got the help that it was looking for involving lawsuit #s 2-3 where the USDC granted BBT's dismissal of lawsuit #s 2-3 with a final judgment stating: dismissal without prejudice .... BBT did not assert a foreclosure claim on the delinquent mortgage in lawsuit #s 2-3.

iv. Hunt did not fie lawsuit # 4. Hunt argues that BBT (not Hunt) has now caused BBT to be in the USDC once again asking the USDC to help protect the reputation of BBT one more time by remanding this case back to state court.

v. Hunt argues that Plaintiff BBT of this current lawsuit # 4 – and that Defendant BBT in lawsuit #s 1-3 was granted a dismissal based on **withdrawal**[54] under SCRCP 41 involving the mortgage amount in controversy of lawsuit # 3 that Plaintiff BBT is now seeking foreclosure in lawsuit # 4 against Defendant Hunt.

vi. Hunt argues above that BBT should be barred from asserting foreclosure in this matter where BBT had at least two opportunities to assert its foreclosure complaint and did not do so where res judicata applies to lawsuit #s 2-3.

vii. **FRCP/SCRCP 41 (d) states - Costs of Previously-Dismissed Action.** If a plaintiff who has once dismissed an action in any court commences an action based upon or including the same claim against the same defendant, the court may make such order for the payment of costs of the action previously dismissed as it may deem proper and may stay the proceedings in the action until the plaintiff has complied with the order.

viii. Hunt argues that in lawsuit # 3 BBT did not preserve the grounds that the USDC did not rule on in BBT's motion to dismiss to include but is not limited to attorney fees/costs.

[54] The withdrawal applies to lawsuit # 3 only.

ix. Hunt argues that res judicata, estoppel and law of the case apply to the unappealed ruling of lawsuit # 3 with the result that BBT could not submit another motion to dismiss with the same arguments to the allegations asserted in lawsuit # 3. However, twice in lawsuit # 4 BBT filed motions to dismiss with unpreserved arguments from lawsuit # 3.

x. Hunt argues that if BBT had filed the foreclosure complaint of lawsuit # 4 in federal court against Hunt - that the USDC would have quickly disposed of the foreclosure complaint.

xi. As such, Hunt argues that BBT through the filing of lawsuit # 4 with WGHOA and CJ Developers as Defendants in state court is intending to defy the orders.

xii. Also, Hunt argues that BBT through the filing of lawsuit # 4 with WGHOA and CJ Developers as defendants in state court has resulted in a huge abuse of the state court and Hunt's time and resources.

xiii. And see **Claim Preclusion and Judicial Estoppel** were BBT stated that Hunt had closed all accounts in early 2009.

xiv. As such, Hunt request that before this court hears Plaintiff BBT's motion to remand that this court issue an order requiring BBT to provide Hunt with the title to her home and to pay attorney fees and costs to Hunt as stated in ECF 29 of lawsuit # 3[55] as the result of requesting dismissal in lawsuit #s 2-3 where BBT failed to assert its foreclosure claim and presently BBT has filed the foreclosure complaint in state court in lawsuit # 4 where BBT has already had it day in court. **FRCP/SCRCP 41 (d).**

xv. Hunt argues that the answer and defenses, counterclaims and amended counterclaims, etc. were timely served on BBT, filed in State Court and this USDC where BBT in lawsuit # 3 as per its requested and granted dismissal based on prior withdrawal under SCRCP 41 did not place a time limit on when Hunt could refile those claims that were included in lawsuit # 3.

xvi. Hunt argues that this USDC should treat BBT objections to the notice of removal that are being asserted in its motion to remand as being waived based on where:

xvii. BBT in lawsuit # 3 did not assert any withdrawal restrictions on when or how Hunt could refile the causes of action from lawsuit #s 2-3

[55] See the attached affidavit of Hunt.

where the final judgment in lawsuit #s 2-3 was dismissal without prejudice.

xviii. **Sanctions against BBT and its attorneys:** It should be pointed out that BBT filed the foreclosure complaint in lawsuit # 4 in state court against a dissolved corporation and a corporation that has withdrawn where deficiency judgment was waived where BBT had failed to assert foreclosure in lawsuit #s 2-3.

As such, Hunt argues that lawsuit # 4 **reeks of forum shopping through a scheme** to both defy the final rulings of USDC in lawsuit #s 1-3 and stay away from removal to the USDC. Hunt requests that BBT and or its attorneys pay Hunt attorney fees /cost for all of lawsuit #s 1-4. Attorneys who abuse the legal process—as through improper forum shopping — may be sanctioned. *See, e.g., In re Bennett,* 960 S.W.2d 35, 40 (Tex. 1997)

6. **Motion to alter or amend the judgment:** In lawsuit # 4 Hunt has made a motion to alter or amend the judgment in State Court where this matter was removed to the USDC before the State Court made a ruling on the motion to alter or amend. Hunt also argues that **no ruling from the State Court in lawsuit # 4 is res judicata.**

7. **The notice of removal of lawsuit # 4 to this USDC is timely:**
Hunt argues that BBT has engaged in the misconduct described above at **Fraudulent Joinder and Bad Faith & Claim Preclusion and Judicial Estoppel** to prevent Hunt from removing this action to the USDC.

Again Hunt argues that BBT requested dismissal based on withdrawal and BBT did not place any time limits on when Hunt could refile the claims from lawsuit #s 2-3 in the USDC. Hunt argues that any delay in getting lawsuit # 4 to the USDC was caused by BBT. And Hunt argues that Hunt's State Court appearance in this foreclosure matter have never been voluntary. Hunt is a member of the SC Bar.

As such, Hunt continues to argue as stated in her 8/13/2013 conditional waiver that:

a. The Horry County Clerk of Court has signed an Order for Publication in this matter on August 12, 2013 for the summons, [notice of foreclosure] intervention and [notice of filing of the complaint].[56]

b. As such, based on the signed Order of Publication Hunt now **waives service of process** by BBT where the waiver is effective when the answer, counterclaims/defenses and summary judgment were filed on August 2, 2013.

[56] The order for publication did not include the lis pendens.

c. Based on Hunt's waiver of service – service has now been accomplished by other means such that there is no need for service by publication as stated in the signed order of publication.

d. Hunt reserves all arguments under SCRCP, SC statutory, common laws, etc.; and Hunt **continues to dispute** the complaint, intervention, lis pendens and the affidavits of non service/service, affidavit in support of the order for publication, order for publication by the Court; and all other documents submitted by BBT in this matter.

The front page of the 8/2/2013 counterclaims state that Hunt has not been served and that Hunt does not waive service. And the 8/13/2013 wavier of service was conditioned on the order of publication being valid, etc. The file in this matter does not contain a final signed order with a finding of personal jurisdiction based on waiver of service and or a finding that the order of publication is valid.

Hunt continues to argue that the order of publication in law suit # 4 was defective and fraudulent.[57] (see attachments)

Hunt is a member of the SC Bar. Publication of service via a defective order of publication can not be undone. As such, neither the waiver nor Hunt's appearance in this matter has been voluntary.

The file in this matter does not contain a final signed order with a finding that Hunt has made a voluntary appearance in this matter in state court.

Service: Hunt argues that she has never been served through any means with the summons and complaint in law suit # 4. And the file in this matter does not contain any document showing that Hunt was served the summons and complaint.

As such, Hunt argues (1) that the notice of removal in lawsuit # 4 where federal question original exclusive jurisdiction has attached; and or (2) that the notice of removal in lawsuit # 4 is timely where the filing period for the removal notice has not yet been triggered where the waiver[58] is not applicable, Hunt's state court appearance is not voluntary and Hunt has not been served a copy of the summons and or

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[57] Judge Culbertson stated on June 17, 2013 that BBT was to attempt service of Hunt at her home before the clerk signed the order for service by publication. Thereafter, BBT submitted an affidavit stating that BBT had attempted service on Hunt at her home but had found that Hunt's power was terminated. This was a false statement. Hunt's power has never been terminated as per the enclosed statement from her power company. Hunt also argues that the order of publication was defective for other reasons.

[58] White Oak Manor, Inc. v. Lexington Ins. Co. (S.C., 2014) involves the validity of a service-of-suit clause in an insurance policy in light of Section 15-9-270 of the South Carolina Code (2005); and as such is not applicable to these facts.

complaint. 28 U.S.C. Section: 1446(b) and Murry Bros. v. Michetti Pipe Stringing, 526 U.S. 344, 119 S.Ct. 1322, 143 L.Ed.2d 448 (1999).[59]

8. **Removal would not violate the "home state defendant" rule:**
Willow Green HOA and CJ Developers were not properly joined and or served as stated above and below: see above at **Fraudulent Joinder and Bad Faith.**

Below at - **Removal would not violate the "rule of unanimity"** Hunt argues that the affidavits submitted by BBT are defective under SCRCP 4(d)(3) where no service of the summons and complaint has been made on the Defendant corporations. Also, WGHOA have withdrawn where BBT nor WGHOA provided Hunt with a copy of the answer of WGHOA; and CJ Developers was dissolved in 2006 and has filed zero documents in this matter. (See attachment)

Hunt argues that **diversity original jurisdiction** in lawsuit # 4 exists where both parties (BBT and Hunt) are from different states and the amount in controversy exceeds $75,000.00 exclusive of interests and cost as stated in the notice of removal and herein.

Hunt argues that **federal question original jurisdiction** in lawsuit # 4 exists after jurisdiction of the USDC attached to the causes of action in lawsuit #s 1-3 where those claims are also asserted in lawsuit # 4 as counterclaims as stated in the notice of removal and herein.

At this time Hunt is the only Defendant in this matter. As such, removal of this matter to the USDC does not violate the home state defendant rule.

9. **Removal would not violate the "rule of unanimity":**
Willow Greens HOA and CJ Developers are not even nominal Defendants with no real interest in the outcome of this matter as stated above at - **Fraudulent Joinder and Bad Faith.**

Also, Willow Green HOA and CJ Developers were not properly joined and served as stated above at - **Fraudulent Joinder and Bad Faith**. Also, diversity under 28 USC 1332 (a) is not the sole jurisdictional basis for removal as stated in the notice of removal at paragraphs 7-8.

Hunt argues that the affidavits submitted by BBT show that BBT engaged in the harassment of parties (WGHOA[60] and CJ Developers[61]) that had no interest in the outcome of this matter as argued herein where BBT filed a barred foreclosure complaint asserting waiver of deficiency judgment.

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[59] BBT cites to Reliford v. Pearson which is an unpublished and non binding opinion in this 4th circuit.
[60] Hunt has never been delinquent on her HOA dues; and Hunt was never served with a copy of the answer of WGHOA by WGHOA or BBT.
[61] Service can not be had on a dissolved corporation.

Hunt argues that WGHOA and CJ Developers are both corporations and must be served the summons and complaint pursuant to SCRCP 4(d)(3).

SCRCP 4 (d)(3) Corporations and Partnerships. Upon a corporation or upon a partnership or other unincorporated association which is subject to suit under a common name, by delivering a copy of the summons and complaint to an **officer, a managing or general agent, or to any other agent authorized by appointment or by law** to receive service of process and if the agent is one authorized by statute to receive service and the statute so requires, by also mailing a copy to the defendant.

The affidavit (ECF 11- 2) re **WGHOA, Inc.** states that Pam Nettleton, Association Administrator authorized to accept for RA, Litus to Let, was served. Hunt argues that the affidavit for service on WGHOA, Inc. does not satisfy the requirements of SCRCP 4(d)(3) of service on an **officer, a managing or general agent, or to <u>any other agent authorized by</u> <u>appointment or by law</u> to receive service of process. Hunt argues that WGHOA was never properly joined or served in this matter where "authorized to accept" is not in SCRCP 4(d)(3). (See attached SC SOS: WGHOA).**

The affidavit (ECF 11-1) re **CJ Developers, LLC** states that Donna Hoffner, PERSON IN CHARGE, was served. Hunt argues that the affidavit for service on CJ Developers does not satisfy the requirements of SCRCP 4(d)(3) of service on an **officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process. Hunt argues that CJ Developers was never properly joined or served in this matter where "person in charge" is not in SCRCP 4(d)(3). (See attached CJ Developers - dissolved).**

And see above at **Fraudulent Joinder and Bad Faith & Claim Preclusion and Judicial Estoppel.**

Hunt argues that the consent of the uninterested Defendants of: Willow Greens HOA (withdrew after Hunt filed a motion to strike and Hunt has never been delinquent on her HOA dues) and CJ Developers (dissolved in 2006 and never filed any documents in this matter), that were never properly joined or served were not needed for removal in this matter involving federal question jurisdiction and or diversity jurisdiction where BBT **waived the deficiency judgment.**

As such, Hunt argues that removal of this matter to the USDC does not violate the rule of unanimity where Hunt is the only Defendant in this matter and Hunt continues to argue that she has never been served by BBT.

10. Hunt's notice of removal of lawsuit # 4 to the USDC is based on diversity jurisdiction and federal question jurisdiction:

a. Hunt argues that **diversity original jurisdiction** in lawsuit # 4 exists where both parties – Hunt and BBT are from different states and the amount in controversy exceeds $75,000.00 exclusive of interests and cost.[62]

b. Hunt argues that **federal question jurisdiction** in lawsuit # 4 comes about as the result of attachment from lawsuit #s 2-3 based on dismissal without prejudice in the final judgment unappealed orders of the USDC:[63]

   i. The federal question jurisdiction that was asserted by Hunt in lawsuit # **2** in the causes of action of that case in the USDC and where the USDC made its final judgment of dismissal without prejudice pursuant to FRCP 4(m) in lawsuit # 2, thereafter those issues come to lawsuit # 4 covered in federal question exclusive jurisdiction.

   ii. The diversity jurisdiction that was asserted by BBT in lawsuit # **3** through removal of the causes of action of that case to the USDC under 28 USC 1332 and where the USDC made the final judgment of dismissal without prejudice of lawsuit # 3, thereafter those issues comes to lawsuit # 4 covered in federal question exclusive jurisdiction.[64]

c. **Donovan v. Dallas, 377 U.S. 408, 411, 84 S.Ct. 1579, 12 L.Ed.2d 409 (1964) vs. Derivative Jurisdiction:** The face of BBT's foreclosure complaint is devoid of any reference to the three prior lawsuit #s 1-3 where lawsuit #s 2-3 have final judgments and are res judicata.

Hunt argues that at the heart of the state court foreclosure complaint is the intent of BBT to avoid the res judicata effects on lawsuit #s 2-3 and thereby defy the orders of the USDC through forum shopping coupled with clever pleading.

Hunt argues that the jurisdiction of the USDC that is attached[65] to the foreclosure complaint and counterclaims comes from lawsuit #s 1-3 and is intentionally not plead by BBT as a part of BBT's scheme to avoid the res judicata effects on lawsuit #s 1-3 through pleading and forum shopping.

Hunt argues that even if the state court lacks subject matter jurisdiction based on the presence of federal question jurisdiction from lawsuit #s 1-3 that the doctrine of derivative jurisdiction[66] is not applicable here where the doctrine of derivative jurisdiction was never intended to aid litigants like BBT who have

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[62] See notice of removal at paragraph #s 7 -8 and 25-26; and the final judgment orders of lawsuit # 2-3.
[63] Donovan v. Dallas, 377 U.S. 408, 411, 84 S.Ct. 1579, 12 L.Ed.2d 409 (1964).
[64] See 28 USC 1332, 1331 and 28 USC 1441.

[65] See Donovan, supra at 413.
[66] Southern States Oil Co. v. Standard Oil Co., 26 F.Supp. 633 (D.S.C., 1939).

already had there day in court in three lawsuits and failed to assert the foreclosure complaint where the USDC has granted BBT's request for dismissal on lawsuit #s 1-3. BBT did not appeal these dismissals. As per the final judgments of lawsuit #s 2-3 res judicata has attached where that res judicata finality should not be upset through clever pleading and forum shopping where the right of Hunt to prosecute her suit in the USDC has attached and that right can not be arrested or taken away by proceedings in [state court]. [67]

d. King v. Marriott Intern. Inc., 337 F.3d 421 (4th Cir., 2003) is not applicable:

Hence, to determine if BBT's asserted state foreclosure claim was removable, we must analyze whether BBT's claim could have been brought originally in federal district court: King supra at 424.

BBT in its foreclosure complaint states that the mortgage became delinquent on 7/1/2012.

Lawsuit # 2 involved Hunt's banking relationship with BBT and was originally filed in the USDC by Hunt. Lawsuit # 2 was based on federal question jurisdiction and was filed on 4/12/2011 in the USDC and dismissed based on BBT's motion to dismiss arguments on 3/13/2013 (this date is several months after the mortgage was delinquent). Hunt sought cancellation of the mortgage in lawsuit # 2. As such, Hunt argues that BBT's foreclosure complaint could have originally been brought in the federal district court in law suit # 2.

Lawsuit # 3 involved Hunt's banking relationship with BBT and was originally filed in the state court by Hunt on 7/9/2012. BBT removed lawsuit # 3 to the USDC on 8/6/2012. Lawsuit # 3 was based on diversity jurisdiction where BBT asserted that the amount in controversy was satisfied by the value of Hunt's disputed mortgage where Hunt on the face of the complaint sought cancellation of the mortgage. Lawsuit # 3 was dismissed based on BBT's motion to dismiss arguments on 3/13/2013 (this date is several months after the mortgage was delinquent). As such, Hunt argues that BBT's foreclosure complaint could have originally been brought in the federal district court in law suit # 3.

Suit brought is state court by King for wrongful discharge under state law for refusing to violate ERISA (29 USC 1001). (As per the notice of removal Defendant Hunt and Plaintiff BBT have been involved in three prior lawsuits where two of these lawsuits were filed in the USDC and one was removed to the USDC by BBT. None of this applicable information was stated in the foreclosure complaint of the fourth lawsuit.**)**

[67] See Donovan, supra at 413.

Marriott removed the case to federal district court, alleging that ERISA completely preempted King's state cause of action. (As per the notice of removal Defendant Hunt removed this matter to the USDC alleging jurisdiction based on diversity jurisdiction arising in lawsuit # 4 and federal question jurisdiction attaching from the prior dismissal of lawsuit #s 1-3 by the USDC without prejudice.)

Hunt argues that BBT's foreclosure claim is a **mislabeled federal claim** that could have been asserted in lawsuit #s 2-3 in the USDC as a counterclaim, etc under a federal statute in the interest of finality. And BBT failed to assert a claim for foreclosure in lawsuit #s 2-3 and where BBT put forth the statements as stated herein.[68]

The well pleaded complaint rule does not apply to BBT's mislabeled complaint in lawsuit # 4:

Hunt argues that BBT in lawsuit # 4 through its complaint, through its state court filing of the foreclosure complaint and this motion for remand - is attempting to defy the final unappealed orders of this USDC in lawsuit #s 1-3 through forum shopping.

As such, Hunt argues that BBT through the foreclosure complaint seeks to avoid the res judicata, estoppel and law of the case - effect of the final judgments in lawsuit #s 2-3 by attempting to hide behind the foreclosure complaint where BBT falsely asserts is well plead - where the foreclosure complaint is devoid of the history of the three applicable prior lawsuits in this matter and the foreclosure complaint may be barred based on res judicata – claim preclusion and or judicial estopell.

Hunt argues that the day of refiling her claims as provided for in lawsuit #s 1-3 (dismissal based on prior withdrawal) has arrived in the form of the counterclaims that Hunt is asserting in lawsuit # 4. Hunt continues to argue that BBT has waived all objections to include the well pleaded complaint rule where BBT did not place any restrictions on its dismissal request based on withdrawal in lawsuit # 3.

Hunt argues that King supra, is not applicable to these facts where this complaint involves a mislabeled federal claim; the complaint is not well plead; Defendants WGHOA and CJ Developers have not been properly joined and served; in lawsuit # 4 BBT filed a foreclosure complaint that was barred as per lawsuit #s 1, 2 and or 3; in King the state court filing and removal/remand occurred within the same lawsuit.

As such, Hunt argues that as stated above the basis for jurisdiction in this matter include diversity jurisdiction and federal question jurisdiction that is not plead on the face of the complaint.

---

[68] See above at **Fraudulent Joinder and Bad Faith & Claim Preclusion and Judicial Estoppel.**

11. **Attorney Fees and Costs to BBT should be denied:** In Johnson v. Advance America, 596 F.Supp.2d 922 (D.S.C., 2008) the court states: "[T]he standard for awarding fees should turn on the reasonableness of the removal. Martin v. Franklin Capital Corp., 546 U.S. 132, 140, 126 S.Ct. 704, 163 L.Ed.2d 547 (2005). The rationale behind the award of attorneys' fees in cases of wrongful remand is to prevent parties from removing cases to federal court merely as a delay tactic in litigation."

The USDC granted BBT's request for the dismissal of the federal question jurisdiction based lawsuit # 2 based on FRCP 4(m). The jurisdiction of the USDC attached to lawsuit # 2 and the right of Hunt to prosecute her claims in the USDC. That right cannot be arrested or taken away by proceedings in another court. Donovan v. Dallas, 377 U.S. 408, 411, 84 S.Ct. 1579, 12 L.Ed.2d 409 (1964).

BBT did not assert a claim for foreclosure in lawsuit # 2 where the mortgage was delinquent as per BBT on 71/2013 which is several months before lawsuit # 2 was dismissed on 3/13/2013.

The USDC granted BBT's request for the dismissal of the federal question and diversity jurisdiction based lawsuit # 3 based only on withdrawal under SCRCP 41.[69] The jurisdiction of the USDC attached to lawsuit # 3 and the right of Hunt to prosecute her claims in the USDC. That right cannot be arrested or taken away by proceedings in another court. Donovan v. Dallas, 377 U.S. 408, 411, 84 S.Ct. 1579, 12 L.Ed.2d 409 (1964).

BBT did not assert a claim for foreclosure in lawsuit # 3 where the mortgage was delinquent before lawsuit # 3 was filed and before lawsuit # 3 was dismissed on 3/13/2013.

Also, in lawsuit # 1 at ECF 97 at FN 1 – then Defendant BBT said that all of Hunt's accounts were closed in early 2009.

As such, Hunt has not removed this case to the USDC as a delay tactic where Hunt is acting based on her belief that the only court that can hear this case is the USDC.

However, it is Hunt's position that BBT has engaged in delay tactics, forum shopping and violation of SCRCP 41 where BBT filed this foreclosure complaint in state court after BBT had the opportunity to assert foreclosure in lawsuit #s 2-3 and did not; and BBT filed this foreclosure complaint in state court after BBT was granted dismissal of lawsuit # 3 based on prior withdrawal under SCRCP 41. Also, Res Judicata applies to lawsuit #s 2-3.

Hunt argues that BBT has filed this matter in state court against Defendant corporations that have zero interest in the out come of this matter where BBT has waived deficiency judgment and Hunt argues that none of the Defendants have been served, etc.

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[69] BBT did not request restrictions pursuant to its withdrawal argument and the Court did not place any restrictions on when or how Hunt could bring the issues of lawsuit # 3 back to the USDC.

It is Hunt's position that what we have here is a Plaintiff with attorneys that are attempting to defy the orders of this USDC through the filing of this matter in state court with Defendants that have zero interest in the outcome so as to avoid removal.

Hunt asks that the court finds that Defendant Hunt had a reasonable basis for removing the case, and Plaintiffs' Motion for Attorneys' Fees and Costs be denied.

Anything not responded to by Hunt is denied.

Wherefore, Hunt respectfully moves the Court for an Order **denying** BBT's request for attorney fees / costs and **denying** BBT's request that this matter be remanded to the Horry County Court of Common Pleas. Hunt respectfully moves the Court for an Order granting attorney fees /costs to Hunt and the title to Hunt's home free of the mortgage.

Respectfully submitted,

Cindy B. Hunt

Cindy B. Hunt, Defendant
Pro Se
195 D Willow Green
Drive Conway, SC 29526
(843) 488-1131/(843) 347-7230

DATE: December 22, 2014

CERTIFICATE OF SERVICE:

I hereby certify I received the motion to remand on December 11, 2014; and that on Monday December 22, 2014 that I hand delivered the foregoing RESPONSE to BBT's motion to remand to the:

Clerk of Court – USDC

Florence, SC

Respectfully submitted,

Cindy B. Hunt

Cindy B. Hunt, Defendant
Pro Se
195 D Willow Green
Drive Conway, SC 29526
(843) 488-1131/(843) 347-7230

DATE: December 22, 2014

1870

Case No.: 2013-CP-26-2528

Exhibit # 83

#13 BBT's Reply to Hunt's Response To Motion to Remand

#13-1 Copy of 10/28/2014 ORDER

#13-2 Affidavit of Attorney Fees

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

Branch Banking and Trust Company, Plaintiff, v. Cindy B. Hunt; Willow Greens Homeowners Association, Inc.; CJ Developers, LLC, Defendants.	C/A # 4:14-cv-04352-BHH-TER

(504335.3166 SMF)

PLAINTIFF'S REPLY
TO DEFENDANT CINDY B. HUNT'S RESPONSE TO MOTION TO REMAND

Plaintiff Branch Banking and Trust Company ("BB&T") hereby replies to the Response of Defendant Cindy B. Hunt ("Hunt") to BB&T's Motion to Remand:

1. Hunt fails to refute the untimeliness of her Notice of Removal. In fact, she concedes in her response that she first appeared in this foreclosure action on August 2, 2013, when she filed her Answer. (Resp. to Mot. to Remand p. 15 ¶ 7(b))("As such, based on the signed Order of Publication Hunt now waives service or process by BBT where the waiver is effective when the answer, counterclaims/defenses and summary judgment were filed on August 2, 2013."). Hunt filed her Notice of Removal well past the 30–day deadline provided in 28 U.S.C. § 1446(b).

2. Hunt fails to refute that she is a home state defendant for whom removal is prohibited. She only argues that BB&T's inclusion of the two other defendants in this case constitutes a fraudulent joinder. Even if those two other defendants were fraudulently joined as defendants in this action (which BB&T denies), it would

1872

not change the fact that Hunt herself is a South Carolina citizen. Removal would be prohibited regardless of the presence of the other two defendants in this case.

3. Hunt fails to show how the other two defendants—Willow Greens Homeowners Association, Inc. and CJ Developers, LLC—were fraudulently joined for purposes of defeating diversity jurisdiction. As set forth in BB&T's foreclosure complaint, Defendant CJ Developers, LLC is a necessary party for a complete adjudication of this foreclosure as it holds a different mortgage on the subject property that, through inadvertence or mistake, was never satisfied of record. Defendant Willow Greens Homeowners Association, Inc. was named by virtue of the covenants giving it a lien against the subject property for any unpaid homeowners' association assessments that may have accrued. As shown by the affidavits of service attached as exhibits to BB&T's Motion to Remand, both defendants were properly served with process and the state court had personal jurisdiction over them. Therefore, the consent of these two defendants was required for removal.

4. Hunt fails to refute that BB&T's complaint states nothing more than a purely state law cause of action for mortgage foreclosure and presents no federal question. *See Burbage v. Richburg*, 417 F. Supp. 2d 746, 749 (D.S.C. 2006) ("[T]he court concludes that Plaintiff's Complaint merely states a cause of action for enforcement of a promissory note and foreclosure of the associated security interest in real property. Accordingly, no federal question jurisdiction supports the assertion of removal jurisdiction under 28 U.S.C. § 1441."). Her argument that BB&T's foreclosure claim should have been brought as a counterclaim to one of

1873

her prior lawsuits against BB&T is irrelevant to whether this case should be remanded.

5. Hunt's argument that BB&T engaged in forum shopping by filing this foreclosure action in state court in Horry County is without merit as state law requires that mortgage foreclosure actions be filed in the county where the mortgaged property is located. S.C. Code Ann. § 15-7-10(3)("An action for the following causes must be tried in the county in which the subject of the action or some part of the property is situated ... for the foreclosure of a mortgage of real property...").

6. Hunt's argument that BB&T should be estopped from seeking remand of this case because it sought removal of the prior lawsuit of *Hunt v. Branch Banking and Trust Company*, C/A # 4:12-cv-02216-MGL (D.S.C. filed Aug. 6, 2012)(hereinafter "the prior lawsuit"), is without merit because the procedural posture of this case is completely different. Complete diversity between the parties existed in the prior lawsuit and there were no co-defendants. Here, Hunt is a home state defendant and does not have the consent of the other defendants, and thus removal is unavailable. Further, the prior lawsuit was not a mortgage foreclosure. Rather, it involved Hunt suing BB&T based on allegations of misconduct with respect to different financial accounts.

7. An award of attorney's fees to BB&T is warranted under 28 U.S.C. § 1447(c). As noted by the United States Supreme Court:

> The process of removing a case to federal court and then having it remanded back to state court delays resolution of the case, imposes additional costs on both parties, and wastes judicial resources. Assessing costs and fees on remand reduces the attractiveness of removal as a method for delaying litigation and imposing costs on the plaintiff. The appropriate test for awarding fees under §

> 1447(c) should recognize the desire to deter removals sought for the purpose of prolonging litigation and imposing costs on the opposing party, while not undermining Congress' basic decision to afford defendants a right to remove as a general matter, when the statutory criteria are satisfied.

Martin v. Franklin Capital Corp., 546 U.S. 132, 140 (2005).

Hunt has failed to disclose to this Court that the Master in Equity recently dismissed all of her counterclaims in this action with prejudice at a motion hearing held on October 14, 2014. (*See* Form 4 Order attached as Exhibit 1 hereto.) Hunt filed this Notice of Removal before the Master in Equity had a chance to enter a formal written order concerning this ruling. Hunt's attempted removal was a means of delaying her foreclosure action. Hunt's status as a South Carolina licensed attorney should factor into the Court's determination as to whether her conduct warrants an award of attorney's fees to BB&T.

As shown by the affidavit of the below signed counsel filed herewith as Exhibit 2, and in the event this case is remanded, an award of $2,750 in attorney's fees to BB&T would be reasonable and just under these circumstances.

Respectfully submitted,

s/ Sean M. Foerster
Sean M. Foerster (Fed. I.D. # 10396)
Rogers Townsend & Thomas, PC
220 Executive Center Drive (29210)
PO Box 100200
Columbia, SC 29202-3200
(803) 771-7900
sean.foerster@rtt-law.com

Attorneys for Plaintiff Branch Banking and Trust Company

January 3, 2015

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on January 3, 2015, I electronically filed the foregoing Reply to the Response to the Motion to Remand with the Clerk of the Court using the CM/ECF system which will send a notice of electronic filing to the following:

Cindy B. Hunt, Esquire
195-D Willow Greens Drive
Conway, SC 29526

I am also mailing a hard copy of the electronic filing to above person on January 5, 2015.

s/ Sean M. Foerster
Sean M. Foerster (Fed. I.D. # 10396)

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2013-CP-26-2528

Branch Banking and Trust,
PLAINTIFF(S)

Cindy B. Hunt; Willow Greens Homeowners Association, Inc.; CJ Developers, LLC
DEFENDANT(S)

Submitted by: The Honorable Cynthia Graham Howe	Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

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

☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

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

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

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

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

HORRY COUNTY
FILED
2014 OCT 28 AM 9:04
JANE HIGGINS
CLERK OF COURT
BOARD

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

Defendant Cindy B. Hunt's Motion for Entry of Default Judgment against Plaintiff BB&T is hereby denied as moot. All counterclaims asserted by the Defendant in this action were previously dismissed by this Court following an October 14, 2014 hearing regarding Plaintiff's Motion to Dismiss the First Amended Counterclaims of Defendant Cindy B. Hunt. As such, there are no remaining counterclaims to which the Plaintiff could be considered in default.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.
Additional Information for the Clerk : Foreclosure Matter

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		$
		$
		$

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

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

Master in Equity

3073
Judge Code

10/27/14
Date

SCRCP Form 4C (03/2013)

1877

For Clerk of Court Office Use Only

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

Sean Foerster
Rogers Townsend & Thomas, PC
PO Box 100200
Columbia, SC 29202-3200

ATTORNEY(S) FOR THE PLAINTIFF(S)

Cindy B. Hunt
195-D Willow Creek Dr.
Conway, SC 29526

Steve Ouverson
Parsons, Ouverson, Stark & Guest, PA
PO Box 2850
Murrells Inlet, SC 29576

CJ Developers, LLC
1421 Graham Road
Mansfield, OH 44903

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

Branch Banking and Trust Company, Plaintiff, v. Cindy B. Hunt; Willow Greens Homeowners Association, Inc.; CJ Developers, LLC, Defendants.	C/A # 4:14-cv-04352-BHH-TER

(504335.3166 SMF)

AFFIDAVIT OF ATTORNEY'S FEES

PERSONALLY APPEARED BEFORE ME, the undersigned attorney for the Plaintiff Branch Banking and Trust Company, who, being duly sworn, deposes and says that:

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

2. Plaintiff Branch Banking and Trust Company ("BB&T") engaged Rogers Townsend & Thomas, PC to handle the above-captioned foreclosure action against Defendant Cindy B. Hunt ("Hunt").

3. I, with the assistance of my paralegal, handled the response of BB&T to Hunt's Notice of Removal filed herein and conducted all work associated with that response, which included the following:

i. Reviewing and analyzing the Notice of Removal;
ii. Researching grounds for a motion to remand the case;
iii. Drafting the Motion to Remand;
iv. Filing the Motion to Remand with exhibits;
v. Reviewing and analyzing Hunt's Response to the Motion to Remand;
vi. Drafting of the Reply to Hunt's Response to the Motion to Remand;
vii. Filing a Reply to Hunt's Response to the Motion to Remand; and
viii. Drafting this affidavit.

4. I kept contemporaneous records of the time that my paralegal and I spent on work related to the Notice of Removal. According to these records, my paralegal and I spent a total of 14.7 hours on the above listed tasks.

5. The hourly rate that I am charging BB&T to handle this particular case is $200 an hour. My paralegal charges $100 an hour for her time. I believe this hourly rate is customary for similar legal work and warranted based on my experience, reputation, and ability.

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

7. In my professional opinion, a reasonable attorney's fee for the work of me and my paralegal related to Hunt's Notice of Removal would be $2,750.

Respectfully submitted,

Sean M. Foerster (Fed. I.D. # 10396)
Rogers Townsend & Thomas, PC
220 Executive Center Drive (29210)
PO Box 100200
Columbia, SC 29202-3200
(803) 771-7900
sean.foerster@rtt-law.com

Attorneys for Plaintiff Branch Banking and Trust Company

Sworn To Before Me, this 3rd day of January 2015

Notary Public for the State of South Carolina
Andrew Montgomery
My Commission Expires: 12-30-23

1880

Case No.: 2013-CP-26-2528

Exhibit # 92

Hunt's Santee Cooper Power Service

USDC CLERK, FLORENCE, SC
2014 DEC 22 PM 1:27

USDC Exhibit #

Hunt's Santee Cooper
Power Service

santee cooper

Ms. C.B. Hunt

195 Willow Green Trail Dr. Unit D

Conway, SC 29526

RE: Electric Service for 195 Willow Green Trail Unit D

Our records show the service started for the above service address on 9/30/2003 for Ms. Hunt and has remained active and in her name since that date.

Sincerely,

D. Clayton Mauldin

Retail Office Manager

1883

Conway Office 100 Elm Street Conway, SC 29526 (843) 248-5755 fax: (843) 248-7315

Blank

1884

BBT v. Hunt, et al.

1 message

cbtucker@sccoast.net . <cbtucker@sccoast.net> Thu, Aug 27, 2015 at 9:38 AM
To: Sean Foerster <Sean.Foerster@rtt-law.com>, Tabitha Scott <Tabitha.Scott@rtt-law.com>, "Graham Howe, Cynthia" <HoweC@horrycounty.org>, "Miller, Richard" <millerr@horrycounty.org>, "cbtucker@sccoast.net" <cbtucker@sccoast.net>

Dear Sean,

On October 30, 2014 I filed several motions under Rule 59(e)

to alter or amend the judgment/order re the order denying Sanctions against BBT, the order denying the entry of default as moot and several others.

I am attaching the two recent motions filed on August 11, 2015 under

Rules 59 and 60.

It is my intent to start scheduling hearings on all of these motions in the near future.

However, before I start to schedule these hearings I wanted to offer your client the opportunity to bring this matter to a conclusion without

involvement of the court system where this matter has been in litigation for almost eight years.

Please let me know your thoughts by the COB September 7, 2015.

With Kind Regards,

CB Hunt

843 488 - 1131

Email to BBT 5960 LOJ.pdf
214K

1885

1886

C. B. Hunt
195 D Willow Green Drive
Conway, South Carolina 29526
July 27, 2015

Cell: 843 488 -1131

HORRY COUNTY
2015 JUL 31 AM 8:00
MELANIE HUGGINS-WARD
CLERK OF COURT

The Honorable Melanie Huggins-Ward
Clerk of Court for Horry County
PO Box 677
Conway, SC 29526

(Certified Mail Return Receipt)

Re: BBT v. CB Hunt, et al.
CASE NO: 2013-CP-26-2528

Dear Ms. Huggins-Ward,

As you know I am a Defendant in the above referenced case that was Removed to the USDC on 11/10/2014 and Remanded back to State Court on 5/8/2015.[1] A few weeks after the Remand order was issued I visited the Court House to file a motion where I also made use of the computers in your office to make a copy of a document and confirm that your office had indeed received the Remand documents.

While on your computers I saw that on January 12, 2015 that Judge Howe had signed the order dismissing my first amended counterclaims where this order was filed into your computer system on 1/13/2015. I was unable to print the order from your computers while at your office.

I have been waiting to receive a copy of the order from your office. However, I have never received a copy of Judge Howe's 1/12/2015 order from your office that was filed by your office as required under SCRCP.

As such, would you please by the COB on 7/31/2015 provide to me a copy of Judge Howe's 1/12/2015 order that dismissed the first amended counterclaims where the order was signed after Removal to the USDC and before Remand of this matter to State Court.

Also, I have not received any paper work from your office in 2015. As such, would you please by the COB on 7/31/2015 provide to me a copy of any other orders that have been filed by your office in this matter in 2015.

[1] I see that the Remand documents were received by your office on 5/11/2015.

1887

Enclosed are an original and two copies of this letter with attachments (civil docket and last page of order). Please file the original document and return the clocked copies to me in the envelope provided for your convenience.

Thank You,

C B Hunt

Cindy B. Hunt, Pro Se.
195 D Willow Green Dr
Conway, SC 29526
843 488-1131

CC:

Rogers Townsend & Thomas, PC (Certified Mail Return Receipt)
PO Box 100200
Columbia, SC 29202

Branch Banking and Trust Company VS Cindy B Hunt defendant, et al

Case Number:	2013CP2602528	Court Agency:	Master In Equity	Filed Date:	11/04/201
Case Type:	Common Pleas	Case Sub Type:	Foreclosure 420	Jury Type:	Non-Jury
Status:	Pending	Assigned Judge:	Howe, Cynthia Graham		
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:			
Judgment Number:		Court Room:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Hunt, Cindy B	Motion/Costs	Motion		05/27/2015-14:38		
Branch Banking and Trust Company	Opinion and Order from US District Court Remanding Case Back	Order		05/11/2015-08:13		
Branch Banking and Trust Company	Form 4 issued/All Counter-Claims In Defendants Fist Amended	Filing		01/13/2015-13:18		
Branch Banking and Trust Company	Remove To District Court	Filing		11/10/2014-14:55		
Branch Banking and Trust Company	Filing Of/Defendants Request Of Notice Of Removal	Filing		11/10/2014-14:55		
Branch Banking and Trust Company	Master/Additional Hearing Fee	Action		11/05/2014-13:41		
Hunt, Cindy B	Motion/Alter and/or Amend	Motion		10/30/2014-13:45		
Branch Banking and	Form 4 issued	Filing		10/28/2014-09:04		

1889

CERTIFICATE OF SERVICE BY MAIL

Civil Action # 2013-CP-26-2528

I, the undersigned Pro Se Defendant and attorney, do hereby certify that I have served a copy of the below listed document by US Mail, postage prepaid, on 27 July 2015, at the following addresses:

Document Served: **Letter dated July 27, 2015 with the following attachments** -

civil docket for 2013-CP-26-2528 (one page)

HORRY COUNTY
2015 JUL 31 AM 8:00
MELANIE HUGGINS-WARD
CLERK OF COURT

To:

The Honorable Melanie Huggins-Ward (Certified Mail Return Receipt)
Clerk of Court for Horry County
PO Box 677
Conway, SC 29526

Rogers Townsend & Thomas, PC (Certified Mail Return Receipt)
PO Box 100200
Columbia, SC 29202

Thank You,

C B Hunt

Cindy B. Hunt, Pro Se.
195 D Willow Green Dr
Conway, SC 29526
843 488-1131

1890

CAROLINA FOREST
4025 POSTAL WAY
MYRTLE BEACH
SC
295799998
07/27/2015 (800)275-8777 11:04 AM

Product Description	Sale Qty	Final Price
First-Class Mail Letter (Domestic) (COLUMBIA, SC 29202) (Weight:0 Lb 1.00 Oz) (Expected Delivery Day) (Wednesday 07/29/2015)	1	$0.49
Certified (@@USPS Certified Mail #) (70140510000108832965)	1	$3.45
Return Receipt (@@USPS Return Receipt #) (9590940305695183639165)	1	$2.80
First-Class Mail Large Envelope (Domestic) (CONWAY, SC 29528) (Weight:0 Lb 3.20 Oz) (Expected Delivery Day) (Wednesday 07/29/2015)	1	$1.64
Certified (@@USPS Certified Mail #) (70140510000108832842)	1	$3.45
Return Receipt (@@USPS Return Receipt #) (9590940305695183639165)	1	$2.80
Total		$14.63
Credit Card Remitd (Card Name:MasterCard)		$14.63

7014 0510 0001 0883 2842

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®
OFFICIAL USE

Postage	$3.45
Certified Fee	$2.80
Return Receipt Fee (Endorsement Required)	$0.00
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Street, Apt. No.; or PO Box No.: PO Box 100200
City, State, ZIP+4: Columbia SC 29202

PS Form 3800, August 2006 See Reverse for Instructions

1891

Case No.: 2013-CP-26-2528

Exhibit # 99

9/11/2013 Notice with Envelope

STATE OF
SOUTH CAROLINA

NOTICE OF MOTION SCHEDULING

September 11, 2013

Motion "MDEFJM - Motion/Motion and Order Default Judgment" for Case: 2013CP2602528 - Branch Banking and Trust Company VS Cindy B Hunt , defendant, et al has been added to the following Motions Roster:

117 - CPNJ Motions - Honorable Larry B Hyman/09-30-13 thru 10-04-13/CR3-D
This hearing of this motion has been scheduled for 10/3/2013 at 9:30 AM.

A Non Jury Motion Roster for September 30, 2013 thru October 4, 2013 will be held in Courtroom 3-D with the HonorableLarry B Hyman, presiding has been posted on the Clerk of Court website.

If your motion(s) has been resolved or does not need to be heard, please email Linda Johnson at Johnson@horrycounty.org. If you have any questions concerning this roster, please contact Ms. Johnson at 843-915-6803.

REMEMBER, All Continuances should be addressed to the Chief Administrative Judge Benjamin Culbertson, no later than Wednesday, September 25, 2013, 2013 by 12:00 PM prior to the commencement of court.

All memos and briefs are to be mailed to the judge of the week (10) days prior to date of hearing

Mail Notice To:	Court Info:
Cindy B Hunt 195 D Willow Green Drive Conway, SC 29526	Common Pleas PO Box 677 1301 2nd Avenue Conway, SC 29528-9528

If you have any questions regarding the scheduling of this motion, please contact the courts at:

(843)915-5080

Respectfully,

Melanie Huggins-Ward
Clerk of Court

1893

CERTIFIED MAIL

Horry County
SOUTH CAROLINA
Committed to Excellence

After Five Days Return To
Melanie Huggins – Ward
Clerk of Court of Horry County
P.O Box 677
Conway, South Carolina 29528-0677

9590 9402 0253 3623 2133 39
RETURN RECEIPT REQUESTED
91 7108 2133 3938 9626 4650

UNITED STATES POSTAGE
02 1M $05.01⁰
0004253623 SEP 12 2013
MAILED FROM ZIP CODE 29526

Cindy B Hunt
195 D Willow Green Drive
Conway, SC 29526

9-20
9-30

29526 13-2528 LMJ
Signature Required

29526938276

1684

Case No.: 2013-CP-26-2528

Exhibit # 100

Affidavit of Hunt re credit card statement

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1896

State of South Carolina	)	IN THE COURT OF COMMON PLEAS
County of Horry	)	FIFTEENTH JUDICIAL CIRCUIT
	)	CASE NO: 2013-CP-26-2528
Branch Banking and	)	
Trust Company	)	
Plaintiff,	)	
	)	**Affidavit**
vs.	)	
Cindy B. Hunt; Willow Greens	)	
Homeowners Association, Inc.;	)	
CJ Developers, LLC.	)	
Defendant(s)	)	
_____	)	

This affidavit is supported by all the exhibits[1] in this matter and the prior pleadings at c/a 4:09-cv-2151-JMC-TER; c/a 4:11-cv-00870-MGL-TER;[2] Case No: 2012-CP-26-5264 aka c/a 4:12-cv-02216-MGL[3] and all the pleadings in the present matter at Case No: 2013-CP-26-2528[4] aka c/a 4:14-cv-04352-BHH-TER[5] where this matter has been in dispute/litigation for seven plus years (1/2008 – 9/2015).

[1] See Hunt's affidavits at exhibit #s 3, 26 and 46; and exhibit #s 13-15, 17-22, 25 and 34-35 where Hunt reported BBT to the FDIC in March 2008 and where the FDIC made a finding at exhibit #s 17-18 that BBT violated the Gramm Leach Bliley Act; and see exhibit #s 28-33 where Hunt reported BBT to the Horry County Police Department (HCPD) in Sept. 2010 and at exhibit # 32 BBT refused to cooperated with the HCPD. Exhibits 1-52 were submitted in the USDC without objection by BBT and includes five affidavits. Here in after referred to as Lawsuit # 1 - was filed in the USDC by Hunt in 8/2009 – see exhibit # 47.

[2] Here in after referred to as Lawsuit # 2 - was filed in the USDC by Hunt in 4/2011 – see exhibit # 48.

[3] Here in after referred to as Lawsuit # 3 where the verified complaint in this civil action was filed by Hunt in this court in 7/2012 and removed by BBT to the United States District Court (USDC) in Florence, SC in 8/2013 – see exhibit # 49.

[4] Here in after referred to as Lawsuit # 4 - was filed in this circuit court by BBT on 4/16/2013; the counterclaims are verified.

[5] Removed to USDC on 11/10/2014. Remanded to State Court on 5/8/2015 and filed by the Horry County Clerk of Court on 5/11/2015.

1897

AFFIDAVIT OF CINDY B. HUNT

PERSONALLY APPEARED BEFORE ME, Cindy B. Hunt, who after being duly sworn and deposed, states as follows:

1. The matters contained herein are based upon my personal knowledge.

2. I am an attorney licensed in the State of South Carolina.

3. Hunt wrote to the Horry County clerk of court on 7/27/2015 stating that Hunt did not receive any ORDERS from the clerk of court during 2015. Thereafter, Hunt received on 8/10/2015 three ORDERS from the clerk that were filed on 1/13/2015, 5/11/2015 and 6/3/2015.

4. The attached credit card statements will show that all purchases by Hunt from 11/25/2014 – 8/21/2015 were done so locally.

Cindy B. Hunt

Signature: Cindy B. Hunt

Sworn to and subscribed before me this
9th Day of November 2015

Cynthia Vernon

Notary Public State of South Carolina
My Commission expires 08/06/2019

Cynthia Vernon
NOTARY PUBLIC
State of South Carolina
My Commission Expires 8/6/2019

1898

Case No.: 2013-CP-26-2528

Exhibit # 104

6/20/2013 Affidavit of Non Service

1899

IN THE COURT OF COMMON PLEAS OF THE STATE OF SOUTH CAROLINA FOR HORRY COUNTY

Branch Banking and Trust Company Plaintiff/Petitioner vs. **Cindy B. Hunt; et.al.** Defendant/Respondent	DOCKET NO: **13-CP-26-2528** AFFIDAVIT OF NON SERVICE OF: **Lis Pendens, Civil Action Coversheet, Summons, Complaint, Notice of Foreclosure, Intervention**

HORRY COUNTY
13 JUN 20 AM 11:28
MELANIE HUGGINS-WARD
CLERK OF COURT

The undersigned, being first duly sworn, on oath deposes and says: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, and is competent to be a witness therein.

Affiant states s(he) attempted to serve **Cindy B. Hunt** at the address of: **195-D Willow Greens DR a/k/a 195 Willow Green Dr Unit D, Conway, Horry County, SC 29526** and was unable to effect service for the following reasons:

6/19/2013 7:06 PM: Per neighbor Defendant is not living at address while she attends school out of state. Power is shut off.

Is defendant active duty military? (X) NO ( ) YES

Is the place of service the dwelling house or usual abode for the party being served? ( ) NO (X) YES

Is the Subject Property a Mobile Home? (X) NO ( ) YES
Is a Mobile Home VIN # visible? (X) NO ( ) YES VIN #: n/a

DATED this 20th day of June, 2013

Jeffrey Foro, Richland, SC

SUBSCRIBED AND SWORN to before me this 20 day of June, 2013

NOTARY PUBLIC in and for the State of South Carolina
My Commission Expires: may 17, 2023

Tricia Foro
Notary Public, State of South Carolina
My Commission Expires May. 17, 2023

FOR: **Rogers Townsend & Thomas, PC**
REF: **004335-03166-2**

ORIGINAL AFFIDAVIT OF NON-SERVICE

Tracking #: **7872507** CAE FIL

1900

P.O. Box 1236, Conway, South Carolina 29526
Tel 843.915.7853 | Fax 843.915.6310
millerr@horrycounty.org | www.horrycounty.org

From: cbtucker@sccoast.net . [mailto:cbtucker@sccoast.net]
Sent: Wednesday, October 15, 2014 10:10 AM
To: Sean Foerster; Miller, Richard
Subject: Re: Hearing

The hearing is not moot where the only thing that the judge dismissed had to do with events occurring in 2008 and 2009. The causes of action also dealt with events that occurred in 2012 and beyond where those events are stated in the amended counterclaims and where bbt did not reply.

On Wed, Oct 15, 2014 at 7:02 AM, Sean Foerster <Sean.Foerster@rtt-law.com> wrote:

> Hi Mr. Miller –
>
> Because Ms. Hunt's motion seeks a default judgment concerning the amended counterclaims that Judge Howe dismissed yesterday, I believe that the motion is now moot and a hearing no longer necessary. Thank you for your consideration.
>
> ROGERS TOWNSEND
> ATTORNEYS AT LAW
>
> Sean Foerster
> Shareholder
> Rogers Townsend & Thomas, PC
> 220 Executive Center Dr.
> Columbia, SC 29210
>
> Direct 803.744.1855
> Fax 803.343.7017
> Main 803.771.7900
> Visit rtt-law.com
>
> **From:** cbtucker@sccoast.net . [mailto:cbtucker@sccoast.net]
> **Sent:** Wednesday, October 15, 2014 10:00 AM
> **To:** Sean Foerster; Miller, Richard
> **Subject:** Hearing
>
> Please re-schedule my motion for default and default judgment.
>
> the time that we discussed today of Thursday Nov 6 at 4pm works for me.
>
> Thanks,
> CB Hunt

1901

NOTICES
PRIVILEGED AND CONFIDENTIAL: This electronic message (including any attachments) is intended

Blank

Sean Foerster

From: Graham Howe, Cynthia <HoweC@HorryCounty.org>
Sent: Thursday, October 23, 2014 7:42 PM
To: cbtucker@sccoast.net
Cc: Sean Foerster; Miller, Richard
Subject: BB&T v. Cindy B. Hunt, et al. 2013-CP-26-2528

Dear Ms. Hunt:

Your motion for entry of default judgment against BB&T (for failing to reply to your Amended Counterclaims) is denied as moot. Once I dismissed your Amended Counterclaims, your motion became moot. By way of sustaining ground, Rule 12(a)(1) stayed the time to respond to your amended counterclaim until after the Court ruled on BB&T's motion to dismiss your counterclaims. Accordingly, BB&T could not have been in default of your amended counterclaims because it moved to dismiss your counterclaims under Rule 12(b)(6), SCRCP, and I did not grant the motion until last week. Because I granted the motion, BB&T does not need to reply to your counterclaims. It cannot be in default for failing to file and serve a reply.

We will prepare a Form Order.

With my regards, I am

Very truly yours,

Cynthia Graham Howe | Master in Equity
Horry County Government
1301 Second Avenue, Conway, South Carolina 29526
Tel 843.915.7852 | Fax 843.915.6310
howec@horrycounty.org | www.horrycounty.org

All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA). This correspondence is intended exclusively for the individual or entity to which it is addressed and may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure

1903

HTC Webmail **cbtucker@sccoast.net**

RE: BB&T v. CB Hunt, et al 2013-CP-26-02528

From : Sean Foerster <Sean.Foerster@rtt-law.com> Tue, Oct 28, 2014 09:38 PM
Subject : RE: BB&T v. CB Hunt, et al 2013-CP-26-02528 3 attachments
To : Graham Howe, Cynthia <HoweC@HorryCounty.org>
Cc : Richard Miller <millerr@HorryCounty.org>, cbtucker@sccoast.net, Tabitha Scott <Tabitha.Scott@rtt-law.com>

Dear Judge Howe –

For your consideration, please find attached an electronic copy of a proposed order concerning the Motion to Dismiss the First Amended Counterclaims heard on October 14, 2014, in this case. I am mailing you a hard copy and copying Ms. Hunt on that mailing.

Unfortunately, due to my heavy workload, the 2 weeks that I had originally requested from the court to draft this proposed order did not leave me sufficient time to circulate this proposed order to Ms. Hunt prior to the deadline. I apologize for this. I would respectfully request that the Court allow Ms. Hunt a few days to review this proposed order before it is entered.

Thank you for your consideration of this request, as well as the time that you have devoted to the important issues in this case.

Very truly yours,

ROGERS TOWNSEND
ATTORNEYS AT LAW

Sean Foerster
Shareholder

Rogers Townsend & Thomas, PC
220 Executive Center Dr.
Columbia, SC 29210

Direct 803.744.1855
Fax 803.343.7017
Main 803.771.7900
Visit rtt-law.com

1904

NOTICES
PRIVILEGED AND CONFIDENTIAL: This electronic message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is attorney-client privileged, may be confidential work product, or may be exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is wrongful, is strictly prohibited, and may subject you to civil liability. If you have received this communication in error, please immediately notify us by telephone at

803-771-7900 (Columbia office) or 704-442-9500 (Charlotte office) or by return e-mail, and destroy any copies (electronic, paper, or otherwise) that you may have of this communication.

DEBT COLLECTOR: This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only as an attempt to enforce a lien.



ROGERS TOWNSEND
ATTORNEYS AT LAW

image001.jpg
10 KB

Proposed Order (2013-CP-26-02528).docx
43 KB

FORM 4C - Order.doc
91 KB

1905

From: cbtucker@sccoast.net
Sent: Friday, June 17, 2016 1:22:32 PM
Subject: Fwd: BB&T v. Cindy Hunt, 2013-2528

From: cbtucker@sccoast.net
To: "Sean Foerster" <Sean.Foerster@rtt-law.com>
Cc: "Graham Howe, Cynthia" <HoweC@HorryCounty.org>, "Emily Nellermoe" <nellerme@horrycounty.org>
Sent: Friday, June 17, 2016 1:17:58 PM
Subject: Re: BB&T v. Cindy Hunt, 2013-2528

Dear Judge,
Attached are my objections to the Order that Sean sent to you last Friday (June 10) where my objections are in the form of an Order.
Reminder as to this Order: This Order is not final where I will start back to work on the Brief re the two outstanding motions under Rule 59(e) and will schedule the hearing in the near future on these two motions.

Thank You,
CB Hunt

1906

State of South Carolina	)	IN THE COURT OF COMMON PLEAS
County of Horry	)	FIFTEENTH JUDICIAL CIRCUIT
	)	CASE NO: 2013-CP-26-2528
Branch Banking & Trust Company	)	
Plaintiff,	)	
vs.	)	Order
Cindy B. Hunt; Willow Greens	)	
Homeowners Association, Inc.;	)	
CJ Developers, LLC.	)	
Defendant(s)	)	
_____	)	

This matter came before the Court at a hearing on November 10, 2015 (11/10/2015), regarding Defendant Cindy B. Hunt's (Hunt) motions under SCRCP 59, 60 and or lack of jurisdiction of the following three Orders entered in this case:

> Form 4 Order entered on October 28, 2014 denying Hunt's Motion for Entry of Default Judgment (MFDJ, etc.);
>
> Order entered on January 13, 2015 granting Plaintiff Branch Banking and Trust Company's (BBT) 6/25/2014 Motion to Dismiss (2nd MTD the FAC) regarding Hunt's 6/6/2014 amended counterclaims; and
>
> Form 4 Order entered on June 3, 2015 denying Hunt's Motion under SCRCP 41 for attorney fees and costs and a stay (MFAFC) of the proceedings until BBT has complied with the Court's Order.

Sean M. Foerster, Esquire appeared at the hearing on behalf BBT. Hunt appeared pro se where Hunt is a member of the SC Bar. The Court orally denied all three of Hunt's motions on 11/10/2014.

1907

Relevant Facts

Lawsuit # 1: c/a 4:09-cv-2151-JMC-TER (filed 8/9/2009 in the USDC by Hunt against several Defendants involving federal question jurisdiction. The USDC granted BBT's motion to dismiss the federal causes of action and the court declined supplemental jurisdiction over the state law claims.[1] The USDC partially granted BBT's motion to dismiss. Hunt made a motion to alter and amend and Hunt appealed lawsuit # 1 to the USCA.[2] Hunt argues that res judicata and law of the case applies to law suit # 1);

Lawsuit # 2: c/a 4:11-cv-0870-MGL-TER (filed 4/12/2011 in the USDC by Hunt against several Defendants involving federal question jurisdiction. The USDC granted BBT's motion to dismiss. The 3/13/2013 final judgment of the USDC states: case dismissed without prejudice under FRCP 4(m). Law suit # 2 was not appealed. Hunt argues that res judicata and law of the case applies to law suit # 2);

Lawsuit # 3: Case No: 2012-CP-26-5264[3] aka c/a 4:12-cv-02216-MGL-TER (filed 7/9/2012[4] in Horry County Court of Common Pleas by Hunt against BBT only. Hunt submitted a notice of withdrawal on 8/6/2012 at 10:46 am. Thereafter BBT submitted a notice of **removal**[5] on 8/6/2012 at 13:49 pm based on diversity jurisdiction. In the USDC BBT submitted a motion to dismiss on 8/9/2012 based on withdrawal and other grounds for dismissal. The USDC on 3/13/2013 partially granted BBT's motion to dismiss based on withdrawal. BBT did not file a motion to alter are amend the judgment. Law suit # 3 was not appealed. Hunt argues that res judicata and law of the case applies to law suit # 3.) The case was dismissed without prejudice. (See exhibit # 43)

Lawsuit # 4: On **4/16/2013** BBT filed a foreclosure complaint against Hunt, Willow Green Homeowners' Association, Inc. (WGHOA)[6] and CJ Developers.[7]

On **8/2/2013** Hunt filed and served the counterclaims and defenses, an answer and exhibits and motion for summary judgment.

On **8/12/2013** the Court granted an Order of Publication to BBT.

On **8/13/2013** Hunt filed and served a waiver of service of process.

On **9/6/2013** BBT filed its 6th motion to dismiss[8] under SCRCP 12(b)(6) (exhibit # 89) in these four lawsuits where the 9/6/2013 motion to dismiss was not labeled as a REPLY - instead the motion was labeled: Plaintiff's Motion to dismiss Counterclaims of Cindy B. Hunt. Herein after referred to as 1st MTD.

On **11/04/2013** the Court filed an Order of Reference to the Master in Equity.

4/21/2004 Hearing: On 4/21/2014 the Court heard and orally denied numerous motions (NMS) filed by Hunt. On 10/22/2014 the Court filed the Order denying these motions.

5/6/2014 Scheduling Order: On 2/6/2014 the Court heard BBT motion for a scheduling Order. The Court orally granted the motion at the hearing and on 5/6/2014 the Court filed the written scheduling Order.

5/20/2014 Hearing on 9/5/2013 MTD: on 5/20/2014, fourteen days after BBT was granted its motion for a scheduling Order, the court heard BBT's 1st MTD in this lawsuit and the 6th MTD in these four lawsuits involving Hunt's accounts at BBT. At the 5/20/2014 hearing

the Court orally granted BBT's 1st MTD and reserved its opinion on three issues from the 1st MTD. The Court never filed a written Order re the hearing on 5/20/2014.[9]

On **6/6/2014** Hunt filed and served the first amended counterclaims and defenses[10] (FAC) and a motion for sanctions (MFS).

BBT on **6/25/2014** submitted its 7th motion to dismiss under SCRCP 12(b)(6) (exhibit # 90) in these four lawsuits where the 6/25/2014 motion to dismiss was not labeled as a REPLY - instead the motion was labeled: Plaintiff's notice of motion and motion to dismiss the first amended counterclaims of defendant Cindy B. Hunt. Herein after referred to as 2nd MTD or 2nd MTD the FAC.

Hunt on **7/15/2014** filed and served fourteen (14) affidavits of default and Response to Plaintiff's motion to dismiss the first amended counterclaims.[11]

On **8/7/2014** Hunt filed and served the notice of hearing on the MFS where the possible sanctions included default judgment, etc.

09/17/2014 Hearing on the Motion for Sanctions (MFS): A hearing was had on Hunt's MFS on **9/17/2014**. Hunt submitted a Brief at the 9/17/2014 hearing.

On **9/30/2014** Hunt filed and served the MFDJ under SCRCP 55 (a) and (b) and affidavit for attorney fees, motion to strike, entries of default, etc.(MFDJ, etc).[12]

On **9/30/2014** Hunt filed and served the notice of the 10/14/2014 hearing re the MFDJ, etc on the attorneys for BBT and WGHOA; and CJ Developers.

On **10/14/2014** a hearing was scheduled on Hunt's affidavits of default, response to 2nd MTD the FAC, MFDJ under SCRCP 55 (a) and (b) and affidavit for attorney fees, motion to strike, etc. And on **10/14/2014** a hearing was scheduled on BBT's Motion to Dismiss (2nd MTD the FAC).

On **10/14/2014** the court heard BBT's 2nd MTD the FAC and made oral rulings[13] granting the motion to dismiss based on statute of limitations and no private right of action. During the hearing on BBT's 2nd MTD the FAC Hunt submitted to BBT and the Court - Hunt's Brief in opposition to the 2nd MTD the FAC / Brief in support of entry of default and default judgment.[14] After BBT's 2nd MTD the FAC was heard by the Court on 10/14/2014 the attorney for BBT exited the courtroom without being dismissed or excused before Hunt's MFDJ, etc was orally argued. The Court stated during the hearing on BBT 2nd MTD on 10/14/2014 that it was going

to file the Brief. BBT did not make any objections. (See the transcript at exhibit # 107 at page 77-78 at lines 17-3.) BBT did not make any type of an objection to the MFDJ, etc.

On **10/15/2014** in an email to the clerk for the Master in Equity Hunt requested that the Court reschedule the hearing on the MFDJ, etc.

On **10/15/2014** in an email to the clerk for the Master in Equity BBT requested that the Court not reschedule the hearing on the MFDJ, etc. asserting that all the amended counterclaims had been dismissed such that Hunt's MFDJ was moot.

On **10/16/2014** the Court filed the briefs labeled: Brief in opposition to the 2nd MTD the FAC / Brief in support of entry of default and default judgment.

On **10/20/2014** the Court filed the Order that denied Hunt's MFS.
On **10/22/2014** the Court filed the Order that denied Hunt's NMS re the 8/2/2013 original counterclaims.

The Court on **10/28/2014 at 9:04** filed an Order that denied Hunt's MFDJ, etc.

The Order granting BBT 2nd MTD the FAC was submitted for the Judge's signature on 10/28/2014 at 5:58 which was after the filed 9:04 am Order denying Hunt's MFDJ, etc.

On **10/30/2014** Hunt timely objected to: the 10/20/2014 Order denying the MFS; the 10/22/2014 Order denying numerous motions that were heard on 4/21/2014; and the 10/28/2014 Order denying the MFDJ, etc. by filing and serving the parties and the Judge motions under SCRCP 59(e).

On **11/10/2014** Hunt filed a notice of removal in the USDC, the State Court and on all parties. The Order granting BBT's 2nd MTD the FAC was filed on **1/13/2015**. The USDC remanded this matter to the State Court on **5/08/2015**. The Order of remand was filed by the clerk of court on **5/11/2015**.

On **5/27/2015** Hunt filed and served a motion under SCRCP 41 for attorney fees and costs and to stay (MFAFC) the proceedings until BBT complied with the Order. The motion under SCRCP 41 was based on BBT's requested and granted dismissals in lawsuit #s 1-3. Hunt did not request a hearing on the motion under SCRCP 41(d). **BBT did not file any type of an objection to the motion under SCRCP 41(d).** The Court on **6/3/2015** filed an Order dismissing the motion under SCRCP 41 for attorney fees and costs asserting that Hunt was pro se.

On **7/27/2015** Hunt mailed a letter to the Horry County Clerk of Court requesting copies of any Orders filed during 2015.[15] On 8/10/2015 Hunt received three Orders from the HC clerk of Court.

1910

On **8/11/2015** Hunt timely filed and served on the parties and the Judge two motions under SCRCP 59, 60 and lack of jurisdiction.

At the **11/10/2015** hearing the Court heard three motions under SCRCP 59, 60 and or lack of jurisdiction by Hunt that were filed on 10/28/2014 (re MFDJ, etc),[16] 8/11/2015 (re BBT's 2nd MTD the FAC) and 8/11/2015 (re MFAFC).

Standard of Review for Motions under SCRCP 59(e).

The Court in Hutchinson v. Staton, 994 F.2d 1076 (C.A.4 (W.Va.), 1993) states: courts interpreting Rule 59(e) have recognized three grounds for amending an earlier judgment:

(1) to accommodate an intervening change in controlling law;
(2) to account for new evidence not available at trial; or
(3) to correct a clear error of law or prevent manifest injustice. See, e.g., Weyerhaeuser Corp. v. Koppers Co., 771 F.Supp. 1406, 1419 (D.Md.1991); Atkins v. Marathon LeTourneau Co., 130 F.R.D. 625, 626 (S.D.Miss.1990).

Issue Preservation: The legal standard for a motion under SCRCP 59(e) also includes issue preservation. *Cole Vision Corp. v. Hobbs, 394 S.C. 144, 714 S.E.2d 537, 539-540, (S.C., 2011).*

The clerk of court was required to make an entry of default (EOD) against BBT upon receipt of the fourteen affidavits of default.

SCRCP 55(a) states: SCRCP 55 (a) states: Entry. When a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend as provided by these rules and that fact is made to appear by affidavit or otherwise, the clerk shall enter his default upon the calendar (file book).

On 6/6/2014 Hunt filed and served the first amended counterclaims and defenses[17] (FAC) and a motion for sanctions (MFS).

At no time has BBT argued that BBT did not receive the FAC and or the MFS.

BBT on 6/25/2014 responded to the FAC by submitting its 7th motion to dismiss in this matter (four lawsuits) where the 7th motion to dismiss was not labeled as a REPLY (as required by SCRCP 15(a)) - instead the 7th motion to dismiss was labeled: Plaintiff's notice of motion and motion to dismiss the first amended counterclaims of defendant Cindy B. Hunt. **Herein after referred to as 2nd MTD the FAC.**

The MTD filed on 6/25/2014 by BBT did not admit or deny any of the allegations in the thirty-eight pages that made up the FAC.

Hunt on 7/15/2014 submitted fourteen (14) affidavits of default, affidavit of Hunt and Response to Plaintiff's motion to dismiss the first amended counterclaims.

The fourteen (14) affidavits of default submitted by Hunt on 7/15/2014 show that Hunt was requesting entry of default based on BBT's failure to REPLY, etc. to the FAC within the time allowed under SCRCP 15(a) where BBT' 6/25/2014 motion to dismiss was subject to limitations on successive motions to dismiss.

Paragraph 11 of the fourteen (14) affidavits submitted by Hunt on 7/15/2014 shows that Hunt contacted the attorney for BBT three times about REPLYING to the FAC where the attorney for BBT did not respond to Hunt's email and two calls.

In **Stark Truss Co. v. SUPERIOR CONST. CORP., 360 S.C. 503, 602 S.E.2d 99 (S.C. App., 2004) the** [a]ppellants point to cases from other jurisdictions holding that entry of default is improper if even a late answer is filed prior to entry of default. See, e.g., Moore v. Sullivan, 123 N.C.App. 647, 473 S.E.2d 659, 660 (1996) ("After an answer has been filed, even if the answer is untimely filed, a default may not be entered."). **That is not the current law in this state.** Further, filing a late answer would not alter the fact that Appellants were in default, especially if entering default is a ministerial act to be automatically performed once an affidavit shows the defendant has failed to comply with the requirements of the rules. Thynes, 294 S.C. at 153-54, 363 S.E.2d at 123.

"Although [BBT's 2nd MTD the FAC] amounted to a "pleading" filed prior to entry of default, it did not comply with the time requirements of Rule 1[5](a), SCRCP. [BBT] clearly failed to file a [reply within fifteen days of service of the [FAC] upon them and they were technically in default. Thus, [BBT's 2nd MTD the FAC] was not a valid pleading or defense "as provided by" the Rules of Civil Procedure. A plain reading of Rule 55(a) allows entry of default when a pleading or defense is asserted in a manner noncompliant with the Rules of Civil Procedure. To hold otherwise would render the requirements in Rule 1[5](a), SCRCP, meaningless. **Stark Truss Co. v. SUPERIOR CONST. CORP., 360 S.C. 503, 602 S.E.2d 99 (S.C. App., 2004).**

As such, the Horry County Clerk of Court was required to make an entry of default against BBT on 7/15/2014 once the default was made to appear by the affidavit[s].

Here, "[i]t does not appear that the clerk actually entered default in the instant case. However, whether default was actually entered is of no consequence since the entry of default is a purely ministerial act which the clerk was required to perform once the default was made to appear by the affidavit[s of Hunt]." *Thynes v. Lloyd, 294 S.C. 152, 153-54, 363 S.E.2d 122, 123 (Ct. App. 1987)*

The Court erred in denying Hunt's 9/30/2014 Motion for Default Judgment, etc. (MFDJ ,etc).

Admissions Based on No Objections:

At exhibit # 105 Hunt filed and served the MFDJ, entries of default and the notice of the hearing on the MFDJ, etc on all parties on 9/30/2014.

The hearing on the 9/30/2014 MFDJ, etc. was scheduled for **10/14/2014** on Hunt's affidavits of default, response to 2nd MTD the FAC, MFDJ under SCRCP 55 (a) and (b) and affidavit for attorney fees, motion to strike, etc.(MFDJ, etc).[18] And on **10/14/2014** a hearing was scheduled on BBT's Motion to Dismiss (2nd MTD the FAC).

Notice of the 10/14/2014 hearing, motion and affidavit was sent to attorneys for BBT, attorney for Willow Green Homeowners Association and C J Developers by first class mail to the last known address of such parties as shown at exhibit # 105. SCRCP 55(b)(3).

No objection to attorney fees and costs was filed by BBT within ten days of service of the motion and affidavit.

The attorney for BBT and Hunt were present at the **10/14/2014** hearing on Hunt's MFDJ, etc. and on BBT's Motion to Dismiss (2nd MTD the FAC).

On **10/14/2014** the court was to hear two motions: Hunt's 9/30/2014 MFDJ, etc. and BBT's 6/25/2014 2nd MTD the FAC. The Court heard BBT's 2nd MTD the FAC first. And the Court made oral rulings[19] granting the motion to dismiss based on statute of limitations and no private right of action.

The oral rulings from the 10/14/2014 hearing on BBT's 2nd MTD the FAC were not binding on the parties. SCRCP 58 and Bowman v. RICHLAND MEMORIAL HOSP., 515 S.E.2d 259, 335 S.C. 88, 92 (S.C. App., 1999).

During the **10/14/2014** hearing on BBT's 2nd MTD the FAC Hunt submitted to BBT and the Court - Hunt's Brief in opposition to the 2nd MTD the FAC / Brief in support of entry of default and default judgment.[20]

After BBT's 2nd MTD the FAC was heard by the Court on 10/14/2014 the attorney for BBT exited the courtroom without being dismissed or excused before Hunt's MFDJ, etc was orally argued. The Court stated during the hearing on BBT 2nd MTD on 10/14/2014 that it was going to file the Brief. BBT did not make any objections. (See the transcript at exhibit # 107 at page 77-78 at lines 17-3.) BBT did not make any type of an objection to the MFDJ, etc.

On **10/15/2014** in an email to the clerk for the Master in Equity Hunt requested that the Court reschedule the hearing on the MFDJ, etc.

On **10/15/2014** in an email to the clerk for the Master in Equity - BBT requested that the Court **not** reschedule the hearing on the MFDJ, etc. asserting that all the amended counterclaims had been dismissed such that Hunt's MFDJ was moot.

On 10/16/2014, with no objections from BBT, the Court filed the Brief labeled: Brief in opposition to the 2nd MTD the FAC / Brief in support of entry of default and default judgment.

Based on the Court admitting the 9/30/2014 MFDJ, etc and the 10/16/2014 Brief in support of entry of default and default judgment into evidence on and before

10/16/2014 without objection by BBT - BBT has admitted the entire contents of the 9/30/2014 MFDJ, etc.[21] and the 10/16/2014 Brief in support of entry of default and default judgment. *Mendelsohn v. Whitfield, 430 S.E.2d 524, 530, 312 S.C. 17, 25 (S.C. App., 1993).* And BBT has failed to preserve any challenge to the evidence that was admitted without objections. *Austin v. Stokes-Craven Holding Corp., Opinion No. 26784 (S.C. 3/8/2010) (S.C., 2010).*

As a result of the above admissions involving, the 9/30/2014 MFDJ, etc and the 10/16/2014 Brief in support of entry of default and default judgment, on and before 10/16/2014 - the 6/6/2014 amended counterclaims have been admitted; BBT's 6/25/2014 motion to dismiss has been struck from the record; BBT has admitted to entry of default and BBT has admitted default judgment to include the **damages** at pages 42-45 of the 10/16/2014 Brief in support of entry of default and default judgment. *Mendelsohn, supra.*

The above list of items is just a few of the items that are included in the 9/30/2014 MFDJ, etc.[22] and the 10/16/2014 Brief in support of entry of default and default judgment that were admitted into evidence without objection by BBT. *Mendelsohn, supra.*

After, the Court filed the 10/16/2014 Brief on **10/20/2014** the Court filed an Order denying Hunt's motion for sanctions (MFS); and
On **10/22/2014** the Court filed an Order denying Hunt's numerous motions (NMS) that were heard on 4/21/2014; and
On **10/28/2014** the Court filed an Order denying Hunt's 9/30/2014 MFDJ, etc.

Hunt objected to the 10/20/2014, 10/22/2014 and 10/28/2014 Orders where **on 10/30/2014** Hunt timely filed three motions under SCRCP 59(e).

Hunt argued in the 10/30/2014 motion to alter or amend the judgment under SCRCP 59(e) and at the 11/10/2015 hearing on the motion to alter and amend that the 10/28/2014 Order should be reversed:

The 10/28/2014 Order states: DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or **heard** and a decision rendered. Defendant Cindy B. Hunt's Motion for Entry of Default Judgment against Plaintiff BBT is hereby **denied as moot.**[23] All counterclaims asserted by the Defendant in this action were previously dismissed by this Court following an **October 14, 2014 hearing** regarding Plaintiff's Motion to Dismiss the First Amended Counterclaims of Defendant Cindy B. Hunt. As such, there are no remaining counterclaims to which Plaintiff could be considered in default.

The record shows that following the October 14, 2014 (10/14/2014) hearing and at the filing of the 10/28/2014 Order that there were three Orders in this matter: the Orders filed on 10/20/2014 (re the MFS), 10/22/2014 (re the NMS) and the 10/28/2014 (re the MFDJ, etc).

1914

10/20/2014 ORDER:[24] The 10/20/2014 Order denied Hunt's 9/17/2014 motion for sanctions (MFS) for spoliation of evidence. "[S]poliation is not a substantive claim or defense but a rule of evidence." Hodge v. Wal-Mart Stores, Inc., 360 F.3d 446, 450 (4th Cir 2004). The Court states at page 3 of the 10/20/2014 Order - "there is no proof that BBT destroyed or altered evidence relevant to the claims in this case."

As such, the 10/20/2014 Order is not an event that makes it impossible to grant Hunt the relief requested in the 9/30/2014 MFDJ, etc.

10/22/2014 ORDER: [25] The 8/2/2013 counterclaims were applicable to the 10/22/2014 Order denying the numerous motions that were heard on 4/21/2014. Hunt amended the counterclaims on 6/6/2014. The MFDJ, etc. was filed on 9/30/2014.

As such, the 10/22/2014 Order is not an event that makes it impossible to grant Hunt the relief requested in the 9/30/2014 MFDJ, etc.

10/28/2014 Order: The 10/28/2014 Order denied Hunt's 9/30/2014 MFDJ based on mootness asserting that all the counterclaims had been dismissed.

However, prior to 10/28/2014, based on no objections to the MFDJ and Brief in support of entry of default and default judgment on and before 10/16/2014 - the 6/6/2014 amended counterclaims were admitted;[26] BBT's 6/25/2014 motion to dismiss had been struck from the record; [27] BBT has admitted to entry of default[28] and BBT has admitted default judgment[29] to include the **damages** at pages 42-45 of the 10/16/2014 Brief in support of entry of default and default judgment. *Mendelsohn v. Whitfield, 430 S.E.2d 524, 530, 312 S.C. 17, 25 (S.C. App., 1993).*

For these reasons the Court reverses the 10/28/2014 Order and grants Hunts MFDJ, etc. and awards Hunt all the damages listed on pages 42-45 of the 10/16/2014 Brief in support of entry of default and default judgment.

Hunt includes pages 42-45 of the 10/16/2014 Brief in support of entry of default and default judgment for ease of reference.

"Hunt requests Default Judgment against BBT as follows:

1. **No objection to the affidavit at exhibit # 46:** On page 5 of the 9/30/2014 motion for default judgment Hunt requested attorney fees and Hunt attached to the motion for default judgment the affidavit at exhibit # 46 of attorney fees.[30]

   a. The record contains notice of such motion for default judgment and affidavit that was provided to BBT by first class mail to the last known address of the attorney(s) for BBT on 9/30/2014.

   b. At pages 4-5 of the 9/30/2013 motion for default judgment Hunt included a request that the court award attorney fees and liquidated damages.

2. **Attorney Fees:** Within ten days after service of the motion for default judgment filed on 9/30/2014 the Plaintiff BBT did not file any objection to the attorney fees in the affidavit at exhibit # 46 in the amount of $ 2, 665, 500.00[31] million dollars.

   a. Costs in this matter are: $ 3405.00.[32]

   b. Also, as per law of the case, res judicata, estoppel, etc. BBT can not argue against attorney fees to Hunt.

   c. **No hearing required on the attorney fees.**

      i. A hearing on the attorney fees is not required.

      ii. BBT is not entitled to notice of the request for attorney fees.

      iii. Total amount due for attorney fees and costs: $ 2, 668, 905.00 million dollars.

3. **Liquidated Damages:** A hearing on the liquidated damages is not required. And even though BBT is not entitled to notice of the request for liquidated damages notice was provided to BBT on 9/9/2013.

Hunt opines that BBT placed all of its marbles in the basket marked "voiding the orders of the USDC." Thereafter, through the motions that Hunt has made and the withdrawal of the answer of WGHOA on Nov 5, 2013 BBT and its attorneys now find themselves in a difficult position.

Hunt's verified counterclaims, exhibits and affidavits at exhibit #s 3,6, 12, 26 and 46 satisfy all of the requirements set out in Beckmann Concrete Contractors, Inc. v. United Fire and Cas. Co., 360 S.C. 127, 600 S.E.2d 76 (S.C.App. 2004) for liquidated damages as follows: [33]

a. Hunt requests liquidated damages to SC Bar Foundation:

i. Life deposits of IOLTA[34] $3, 000,000.00

b. Hunt requests liquidated damages to Davis:[35]

i. See exhibit # 49 entry 15-3: Davis 2004 Mortgage

ii. 2004 Mortgage[36] $ 126,825.00

c. Hunt requests liquidated damages to Sherman:

i. See exhibit # 49 entry 15-4: Sherman 2002 Mortgage

ii. Sherman 2002 Mortgage[37] $ 78,400.00

d. Hunt requests liquidated damages to Allen:

i. See exhibit # 49 entry 15-6: 2002 Allen car note

1916

ii. 2002 Allen Car: [38] $ 36,925.54

e. Hunt requests the following liquidated damages to Hunt:

i. Coastal Banker Gold benefits[39] $ 160,000.00

ii. Loss of future income[40] $7,866,670.00

iii. All monies paid on the current mortgage[41] $ 90,000.00

iv. 2006 CD (See exhibit # 9)[42] $ 434,744.90

v. Mark mortgage title paid in full.

vi. Setoff monies (See exhibit #s 5 and 16)[43] $ 1,080.25

vii. Life amount of monies deposited in the regular checking account, savings account and POD trust[44] .....$1,000,000.00.

viii. Authorized Loans[45] at exhibit # 10[46] ..... $ 347,200.00.

ix. Davis mortgage[47] exhibit # 49 entry 15-3: .....$ 126,825.00.

x. Sherman mortgage[48] exhibit # 49 entry 15-4: ..... $ 78,400.00

xi. Allen car note[49] exhibit # 49 entry 15-6: ..... $ 36,925.54

xii. Life amount of monies deposited in IOLTA account[50] $3,000,000.00.

f. Hunt also requests the following liquidated damages as per the affidavit at exhibit # 46 and the prayer for relief in the counterclaims:

i. Actual and compensatory damages, disgorgement of profits and restitution damages; Legal interest, Prejudgment interest, Post Judgment interest.[51]

ii. Statutory damages, consequential damages, general damages, special damages, actual damages and punitive (to include fines avoided) damages with legal interest, prejudgment interest and post judgment interest.[52]

iii. Constructive and Resulting trusts with tracing with legal interest, prejudgment interest and post judgment interest.[53]

iv. Damages for mental anguish and emotional distress with legal interest, prejudgment interest and post judgment interest.[54]

v. BBT to remove all negative status from the credit reporting agencies on Hunt, Davis and others.[55]

vi. BB&T to immediately provide in a readable and understandable format the documents that were requested in the Oct 18, 2010

search warrant by the HCPD and any other documents that the HCPD may request.[56]

vii. Report BBT to the FBI, FDIC-OIG, and the US Attorney.

viii. Report Craven, Licata and Booz to their respective Bar Associations.

ix. An accounting of all authorized and unauthorized accounts of Hunt customer profile including the Davis mortgage and the CD.

x. The appointment of a special fiduciary; Impose a lien on BBT.

xi. BBT pays a surcharge for mismanagement of Hunt accounts.

xii. BBT to remove all mortgages and liens from the property of Hunt, Davis and others.

xiii. Any other relief that this Court deems just and proper.

BBT to remove all negative status from the credit reporting agencies on Hunt, Davis and others.[57]

Plus interest on the judgment at the legal rate until the judgment is satisfied.

Hunt requests that this court refuse to hear, deny the motion to dismiss with prejudice and grant default judgment to Hunt."

Punitive Damages

Hunt requests punitive damages against BBT where the misconduct by BBT includes the Davis mortgage loan and joint account status and that BBT at exhibit # 10 did place at least two unauthorized mortgage loans into the customer profile of Hunt along with the Hunt's IOLTA, CD, POD account, mortgages and other accounts. BBT did engage in two improper setoffs to the Hunt's POD account; and BBT did engage in an unauthorized disclosure to Davis.

BBT failed to disclose to Hunt that the POD account was not being treated as per exhibit # 4, the BSA at exhibit # 44 and the SC Code of laws.

This repeated conduct by BBT showed and shows an intentional malice, trickery, or deceit and a "[...] present consciousness of wrongdoing that justifies the assessment of punitive damages against [BBT] .... In other words, at the time of [BBT's] act or omission to act [BBT was] conscious, or chargeable with consciousness, of [its] wrongdoing."[58]

Treble Damages under the Unfair Trade Practices Act

Hunt requests that the Court treble the Court's award of actual damages under the UTPA because BBT's conduct was willful and knowing. SC Code Ann. 39-5-140(a). Conduct is willful if a reasonable person could have ascertained that their conduct violated the UTPA. *State ex rel. Medlock v. Nest Egg Soc. Today, Inc.* 290 S.C. 124, 128, 348 S.E.2d 381, 384 (Ct. App 1986). Relying on and incorporating here the

admitted amended complaint and exhibits the Court finds that BBTs' conduct in employing an unfair or deceptive method, act or practice in commerce was both willful and knowing. Therefore, the Court trebles the actual damages of $16,384,000 to $49,152,000.

Prejudgment Interest

Hunt requests an award of prejudgment interest based on actual damages under SC Code 34-31-20(A) where the sums are certain as stated above and required by SC Code 34-31-20(A).

The Notice of Removal deprived the Court of jurisdiction to enter the 1/13/2015 Order.

Admissions Based on No Objections:

The hearing on the 9/30/2014 motion for default judgment (MFDJ, etc.) was scheduled for 10/14/2014 on Hunt's affidavits of default, response to 2nd MTD the FAC, MFDJ under SCRCP 55 (a) and (b) and affidavit for attorney fees, motion to strike, etc.(MFDJ, etc).[59]

Notice of the 10/14/2014 hearing, motion and affidavit was sent to attorneys for BBT, attorney for Willow Green Homeowners Association and C J Developers by first class mail to the last known address of such parties as shown at exhibit # 105. SCRCP 55(b)(3).

No objection to attorney fees and costs was filed by BBT within ten days of service of the motion and affidavit.

The attorney for BBT and Hunt were present at the **10/14/2014** hearing on Hunt's MFDJ, etc. and on BBT's Motion to Dismiss (2nd MTD the FAC).

On **10/14/2014** the court was to hear two motions: Hunt's 9/30/2014 MFDJ, etc. and BBT's 6/25/2014 2nd MTD the FAC. The Court heard BBT's 2nd MTD the FAC first. And the Court made oral rulings[60] granting the motion to dismiss based on statute of limitations and no private right of action.

The oral rulings from the 10/14/2014 hearing on BBT's 2nd MTD the FAC were not binding on the parties. SCRCP 58 and Bowman v. RICHLAND MEMORIAL HOSP., 515 S.E.2d 259, 335 S.C. 88, 92 (S.C. App., 1999).

During the **10/14/2014** hearing on BBT's 2nd MTD the FAC Hunt submitted to BBT and the Court - Hunt's Brief in opposition to the 2nd MTD the FAC / Brief in support of entry of default and default judgment.[61]

After BBT's 2nd MTD the FAC was heard by the Court on 10/14/2014 the attorney for BBT exited the courtroom without being dismissed or excused before Hunt's MFDJ, etc was orally argued. The Court stated during the hearing on BBT 2nd MTD on 10/14/2014 that it was going

to file the Brief. BBT did not make any objections. (See the transcript at exhibit # 107 at page 77-78 at lines 17-3.) BBT did not make any type of an objection to the MFDJ, etc.

On **10/15/2014** in an email to the clerk for the Master in Equity Hunt requested that the Court reschedule the hearing on the MFDJ, etc.

On **10/15/2014** in an email to the clerk for the Master in Equity - BBT requested that the Court **not** reschedule the hearing on the MFDJ, etc. asserting that all the amended counterclaims had been dismissed such that Hunt's MFDJ was moot.

On 10/16/2014, with no objections from BBT, the Court filed the Brief labeled: Brief in opposition to the 2nd MTD the FAC / Brief in support of entry of default and default judgment.

Based on the Court admitting the 9/30/2014 MFDJ, etc and the 10/16/2014 Brief in support of entry of default and default judgment into evidence on and before 10/16/2014 without objection by BBT - BBT has admitted the entire contents of the 9/30/2014 MFDJ, etc.[62] and the 10/16/2014 Brief in support of entry of default and default judgment. *Mendelsohn v. Whitfield, 430 S.E.2d 524, 530, 312 S.C. 17, 25 (S.C. App., 1993).* And BBT has failed to preserve any challenge to the evidence that was admitted without objections. *Austin v. Stokes-Craven Holding Corp., Opinion No. 26784 (S.C. 3/8/2010) (S.C., 2010).*

As a result of the above admissions involving, the 9/30/2014 MFDJ, etc and the 10/16/2014 Brief in support of entry of default and default judgment, on and before 10/16/2014 - the 6/6/2014 amended counterclaims have been admitted; BBT's 6/25/2014 motion to dismiss has been struck from the record; BBT has admitted to entry of default and BBT has admitted default judgment to include the **damages** at pages 42-45 of the 10/16/2014 Brief in support of entry of default and default judgment. *Mendelsohn, supra.*

The above list of items is just a few of the items that are included in the 9/30/2014 MFDJ, etc.[63] and the 10/16/2014 Brief in support of entry of default and default judgment that were admitted into evidence without objection by BBT. *Mendelsohn, supra.*

After, the Court filed the 10/16/2014 Brief on **10/20/2014** the Court filed an Order denying Hunt's motion for sanctions (MFS); and
On **10/22/2014** the Court filed an Order denying Hunt's numerous motions (NMS) that were heard on 4/21/2014; and
On **10/28/2014** the Court filed an Order denying Hunt's 9/30/2014 MFDJ, etc.

The "Order" granting BBT 2nd MTD the FAC was submitted for the Court's signature on 10/28/2014 at 5:58 which was after the Court filed the 10/28/2014 9:04 am Order denying Hunt's MFDJ, etc. [64]

1920

10/28/2014 5:38pm 'Order' re 2nd MTD the FAC: The record shows that BBT did not submit a proposed Order re the dismissal of the FAC within the time requested and granted as shown at exhibit # 107 at page # 127 at lines 5-18. Instead the attorney for BBT submitted an Order via email after the end of the day on 10/28/2014 at 5:38 pm where the attorney for BBT in the email said that he did not have time to submit a proposed Order to Hunt.

The email Order re the 10/14/2014 hearing on BBT's 2nd MTD the FAC was submitted on 10/28/2014 at 5:38pm. The 10/28/2014 email Order became the 1/13/2015 written, signed and filed Order. The Order granting BBT's 2nd MTD the FAC was filed on 1/13/2015 during removal of this matter to the USDC.

On **10/30/2014** Hunt objected to: the 10/20/2014 Order denying the MFS; the 10/22/2014 Order denying numerous motions (NMS) that were heard on 4/21/2014; and the 10/28/2014 Order denying the MFDJ, etc. by timely filing and serving motions under SCRCP 59(e) on 10/30/2014 on the Parties and the Judge.

On **11/10/2014** Hunt filed a notice of removal in the USDC, the State Court and on all parties. The Order granting BBT's 2nd MTD the FAC was filed on **1/13/2015**. The USDC remanded this matter to the State Court on **5/08/2015**. The Order of remand was filed by the Horry County Clerk of Court on **5/11/2015**.

1/13/2015 Order: The 1/13/2015 Order granted BBT's 2nd MTD the FAC based on statute of limitations and no private right of action with the result that all the amended counterclaims were dismissed.

However, based on the above, after the court on 10/14/2014 orally ruled on BBT's 2nd MTD the FAC and prior the 11/10/2014 Removal and prior to the Order filed on 1/13/2015, on and before 10/16/2014 as a result of the conduct of the attorney for Plaintiff BBT - BBT's 6/25/2014 motion to dismiss had been struck from the record; the 6/6/2014 amended counterclaims were admitted; BBT admitted to entry of default and BBT admitted default judgment to include the **damages** at pages 42-45 of the 10/16/2014 Brief in support of entry of default and default judgment. *Mendelsohn v. Whitfield, 430 S.E.2d 524, 530, 312 S.C. 17, 25 (S.C. App., 1993)*

As such, Pebble Creek Homes, LLC v. Upstream Images, LLC., 547 F.Supp.2d 1214 (2000), is not applicable to the facts of this case where the signing and filing of the 1/13/2014 Order does affect the merits of the issues disputed by the parties in violation of 28 U.S.C.A. 1446(d). Furthermore, if the Court allowed the entry of the 1/13/2015 Order granting BBT's motion to dismiss the amended counterclaims to stand then the 1/13/2015 Order **would** cause the case to proceed further during the removal period than it could proceed prior to the notice of removal in violation of 28 U.S.C.A. 1446(d).

Accordingly, the Court hereby reverses the 1/13/2015 Order and grants Hunt's motion to hold void the State Court Order entered on 1/13/2015 at exhibit # 84. **Davis v. Davis, 267 S.C. 508, 229 S.E.2d 847 (1976).**

1921

Hunt is entitled to attorney fees and costs.

Above at **Admissions Based on No Objections by BBT** - based on the Court admitting the 9/30/2014 MFDJ, etc and the 10/16/2014 Brief in support of entry of default and default judgment into evidence on and before 10/16/2014 without objection by BBT - BBT has admitted the entire contents of the 9/30/2014 MFDJ, etc.[65] and the 10/16/2014 Brief in support of entry of default and default judgment. *Mendelsohn v. Whitfield, 430 S.E.2d 524, 530, 312 S.C. 17, 25 (S.C. App., 1993).* And BBT has failed to preserve any challenge to the evidence that was admitted without objections. *Austin v. Stokes-Craven Holding Corp., Opinion No. 26784 (S.C. 3/8/2010) (S.C., 2010).*

Hunt is an attorney and Hunt for the majority of the time involving these four lawsuits has been pro se. Hunt is requesting attorney fees and cost that total $2, 668, 905.00 where $8,000.00 of these fees was paid by Hunt to attorneys Valtorta and Ballard.[66]

In this fourth lawsuit Hunt has requested attorney fees in the counterclaims and amended counterclaims that were filed on 8/2/2013[67] and 6/6/2014.[68] Thereafter, Hunt requested attorney fees in two motions after the 6/6/2014 amended counterclaims[69] were filed. Those two motions are: the 9/30/2014 MFDJ, etc with the affidavit at exhibit # 46 for attorney fees and the 5/27/2015 MFAFC under SCRCP 41.

First motion for attorney fees and costs:[70]

The 9/30/2014 motion for default judgment (MFDJ, etc.) states at page 5:

> (3) Attorneys Fees.
>
> **Attorney Fees pursuant to Default Judgment:** This motion includes a request that the Court award attorney fees in the affidavit at exhibit # 46 where that affidavit is being filed with this motion.
>
> Notice of this motion and affidavit is provided to attorneys for BBT, attorney for Willow Green Homeowners Association and C J Developers by first class mail to the last known address of such parties.

The 10/16/2014 Brief in support of entry of default and default judgment states at page 42:

"No objection to the affidavit at exhibit # 46: On page 5 of the 9/30/2014 motion for default judgment Hunt requested attorney fees and Hunt attached to the motion for default judgment the affidavit at exhibit # 46 of attorney fees."[71]

g. The record contains notice of such motion for default judgment and affidavit that was provided to BBT by first class mail to the last known address of the attorney(s) for BBT on 9/30/2014.

h. At pages 4-5 of the 9/30/2013 motion for default judgment Hunt included a request that the court award attorney fees and liquidated damages.

1922

Attorney Fees: Within ten days after service of the motion for default judgment filed on 9/30/2014 the Plaintiff BBT did not file any objection to the attorney fees in the affidavit at exhibit # 46 in the amount of $ 2, 665, 500.00[72] million dollars.

i. Costs in this matter are: $ 3405.00.[73]

j. Also, as per law of the case, res judicata, estoppel, etc. BBT can not argue against attorney fees to Hunt.

k. **No hearing required on the attorney fees.**

i. A hearing on the attorney fees is not required.

ii. BBT is not entitled to notice of the request for attorney fees.

iii. Total amount due for attorney fees and costs: $ 2, 668, 905.00 million dollars."

Second motion for attorney fees and costs:[74]

On **5/27/2015** Hunt filed and served a motion under SCRCP 41 for attorney fees and costs and to stay (MFAFC) the proceedings until BBT complied with the Order. The motion under SCRCP 41 was based on BBT's requested and granted dismissals in lawsuit #s 1-3; and Hunt states at page 1 of the 5/27/2015 MFAFC: "This motion is supported by all the exhibits[75] in this matter and the prior pleadings at c/a 4:09-cv-2151-JMC-TER; c/a 4:11-cv-00870-MGL-TER;[76] Case No: 2012-CP-26-5264 aka c/a 4:12-cv-02216-MGL[77] and all the pleadings in the present matter at Case No: 2013-CP-26-2528[78] aka c/a 4:14-cv-04352-BHH-TER[79] where this matter has been in dispute/litigation for seven years (1/2008 - 5/2015)."

Hunt did not request a hearing on the motion under SCRCP 41. Thereafter, BBT did not make any type of objections to the admission into evidence of the 5/27/2015 MFAFC under SCRCP 41 by the Court.

Thereafter, the Court on **6/3/2015** without an objection by BBT filed a Form 4 Order dismissing the motion under SCRCP 41 for attorney fees and costs asserting that "[a] pro se litigant, whether an attorney or layperson, does not become liable for or subject to fees charged by an attorney." Hopkins v. Hopkins, 343 S.C. 301, 306, 540 S.E.2d 454, 457 (2000).

Based on BBT not objecting in any way to the 5/27/2015 MFAFC - BBT has admitted the entire contents of the 5/27/2015 MFAFC. *Mendelsohn v. Whitfield, 430 S.E.2d 524, 530, 312 S.C. 17, 25 (S.C. App., 1993).* And BBT has failed to preserve any challenge to the evidence that was admitted without objections. *Austin v. Stokes-Craven Holding Corp., Opinion No. 26784 (S.C. 3/8/2010) (S.C., 2010).*

For these reasons the Court grants Hunt's motion for attorney fees and costs in the amount $2, 668, 905.00 plus interest from 10/14/2014.

1923

NOW THEREFORE, it is ordered that the following three motions of Defendant Cindy B. Hunt are GRANTED:

1. **10/30/2014 Motion to alter or amend the Judgment / Orders of the Court under SCRCP 59(e)[80] re the Order filed on 10/28/2014 that denied Hunt's motion for default judgment (MFDJ, etc.[81]) with judgment entered against BBT in the amount Forty Nine Million One Hundred Fifty Two Thousand ($49,152,000) plus interest of $ 7, 139, 327.50 for a total of $ Fifty Six Million Two Hundred Ninety One Three Hundred Twenty Seven dollars ($56, 291, 327.00); and remove all mortgages and liens from the property of Hunt, Davis, Sherman and others.[82]**

2. **8/11/2015 Motion under SCRCP 59 and 60 and lack of jurisdiction re the Order filed on 1/13/2015 that granted BBT's motion to dismiss; and**

3. **8/11/2015 Motion under SCRCP 59 and 60 and lack of jurisdiction re the Order filed on 6/3/2015 that denied Hunt's motion for attorney fees and costs under SCRCP 41 with judgment entered against BBT in the amount of $2,668,905.00 plus interest of $ 387, 658.44 for a total of $3, 056, 563.44 for attorney fees and costs**

AND IT IS SO ORDERED.

_____ _____, 2016

Cynthia Graham Howe

Master in Equity for Horry County

1924

[1] The claims of lawsuit # 1 were included in lawsuit #s 2-4; and Hunt timely refiled the claims from lawsuit # 1 in lawsuit #s 2-4.
[2] See case # c/a 4:09-cv–2151-JMC-TER where the USDC dismissed the federal causes of action and declined supplemental jurisdiction. Hunt made a timely motion to alter or amend. Hunt made a timely appeal and request for reconsideration to the USCA. Thereafter, Hunt timely filed law suit # 3.
[3] The causes of action in the 7/9/2012 Complaint was the same as the causes of action in the 8/2/2013 counterclaims.
[4] BBT in its foreclosure complaint in lawsuit # 4 states that the mortgage became delinquent on 7/1/2012.
[5] In its Notice of Removal for lawsuit # 3 in 8/2012 BBT cited to the already delinquent mortgage as the amount in controversy. BBT did not assert a claim for foreclosure in lawsuit #s 2-3.
[6] On 10/17/2013 Hunt filed a Motion to Strike the Answer of WGHOA. WGHOA filed a withdrawal in this matter on 11/05/2013.
[7] CJ Developers, LLC (the builder) was dissolved in 1996. CJ Developers has never filed any documents in this matter.
[8] The arguments of BBT's 9/6/2013 motion to dismiss were the same as the arguments of the 8/9/2012 motion to dismiss.
[9] The motion under SCRCP 59(e) was filed on 10/30/2014.
[10] Hunt reasserted Hunt answer to the foreclosure complaint.
[11] The affidavit of Hunt re attorney fees, etc was also submitted on 7/15/2014.
[12] See the Certificate of Service and Notice of Hearing at exhibit # 105.
[13] The court filed the written and signed Order on 1/13/2015 which was after removal to the USDC and prior to remand to the State Court.
[14] The Court filed this Brief on 10/16/2014.
[15] See exhibit # 97: 7/27/2015 Letter to HC clerk of court.
[16] The 10/28/2014 motion under SCRCP 59(e) was based on three Orders. The hearing on 11/10/2015 was for one of the Orders. The hearing re the other two Orders will be held in the near future.
[17] Hunt reasserted Hunt answer to the foreclosure complaint.
[18] See the Certificate of Service and Notice of Hearing at exhibit # 105.
[19] The court filed the written and signed Order on 1/13/2015 which was after removal to the USDC and prior to remand to the State Court.
[20] The Court filed this Brief on 10/16/2014.
[21] See the 9/30/2014 Notice of Hearing at exhibit # 105.
[22] See the 9/30/2014 Notice of Hearing at exhibit # 105.
[23] "A case becomes moot when judgment, if rendered, will have no practical legal effect upon existing controversy. This is true when some event occurs making it impossible for reviewing Court to grant effectual relief." *Mathis v. South Carolina State Highway Dept., 195 S.E.2d 713, 714, 260 S.C. 344,345 (S.C., 1973).*

[24] Will schedule hearing soon.
[25] Hunt will schedule the hearing soon.
[26] See 9/30/2014 MFDJ at page 1-3 which includes an admission for failure to file a responsive reply pleading; and see the 10/16/2014 Brief in opposition to the 2nd MTD the FAC / Brief in support of entry of default and default judgment at page 41.
[27] See 9/30/2014 MFDJ at page 3 and see the 9/30/2014 notice of hearing at exhibit # 105 re motion to strike.
[28] See 9/30/2014 MFDJ at pages 1-3 & 5; and see the 10/16/2014 Brief in opposition to the 2nd MTD the FAC / Brief in support of entry of default and default judgment at page 41.
[29] See 9/30/2014 MFDJ at pages 4-5; and see the 10/16/2014 Brief in opposition to the 2nd MTD the FAC / Brief in support of entry of default and default judgment at page 42-45.
[30] See SCRCP 55.
[31] As of March 2013 as per the affidavit at exhibit # 46.
[32] As of March 2013 as per the affidavit at exhibit # 46.
[33] This list comes directly from the affidavit at exhibit # 46. The dollar amounts come from the exhibits and the affidavit at exhibit # 46. The affidavit at exhibit # 46 was submitted to

the USDC where BBT did not object. The affidavit at exhibit # 46 was submitted to this court with the motion for default and default judgment where BBT did not object. These amounts **do not** include statutory damages, consequential damages, general damages, special damages, actual damages, punitive (to include fines avoided) damages with legal, prejudgment and post judgment interest.

[34] See exhibit # 46 paragraphs 6 and 17.
[35] Davis paid off her mortgage in 2007.
[36] See exhibit # 46 paragraphs 6.
[37] See exhibit # 46 paragraphs 6.
[38] See exhibit # 46 paragraphs 6.
[39] At exhibit # 10 see page 4 of 7.
[40] See exhibit # 46 at paragraph 7.
[41] See exhibit # 46 at paragraph 12.
[42] See exhibit # 46 at paragraph 14.
[43] See exhibit # 46 at paragraph 15.
[44] See exhibit # 46 at paragraph 16.
[45] See exhibit # 46 at paragraph 18.
[46] $26K auto (for title see exhibit # 49 entry 15-1) + 98K (exhibit # 49 entry 14-6 2003 mort) + $147,200 (exhibit # 7 see 2007 mort) + 50K (commercial) + $80,275 (exhibit # 49 entry 15-2).
[47] See exhibit # 46 at paragraph 19.
[48] See exhibit # 46 at paragraph 20.
[49] See exhibit # 46 at paragraph 21.
[50] See exhibit # 46 at paragraph 17.
[51] See exhibit # 46 at paragraph 8.
[52] See exhibit # 46 at paragraph 9.
[53] See exhibit # 46 at paragraph 10.
[54] See exhibit # 46 at paragraph 11.
[55] See exhibit # 46 at paragraph 11.
[56] This and the below listed are in the prayer for relief in the counterclaims.
[57] See exhibit # 46 at paragraph 11.
[58] Cody P. v. Bank of America, N.A., 720 S.E.2d 473, 480 395 S.C. 611 (S.C. App. 2011)

[59] See the Certificate of Service and Notice of Hearing at exhibit # 105.
[60] The court filed the written and signed Order on 1/13/2015 which was after removal to the USDC and prior to remand to the State Court.
[61] The Court filed this Brief on 10/16/2014.
[62] See the 9/30/2014 Notice of Hearing at exhibit # 105.
[63] See the 9/30/2014 Notice of Hearing at exhibit # 105.
[64]

[65] See the 9/30/2014 Notice of Hearing at exhibit # 105.
[66] Hunt is not related by blood or marriage to either of these lawyers.
[67] Filed in lawsuit # 4 – the current lawsuit.
[68] Filed in lawsuit # 4 – the current lawsuit.
[69] Filed in lawsuit # 4 – the current lawsuit. Also, these amended counterclaims involve a contract or statute that provide for attorney fees at the 4th, 6th and 7th causes of action. Also see the arguments in the 11/10/2015 Brief at pages 36-40.
[70] This request for attorney fees was made above.
[71] See SCRCP 55.
[72] As of March 2013 as per the affidavit at exhibit # 46.
[73] As of March 2013 as per the affidavit at exhibit # 46.

1926

[74] This request for attorney fees maybe moot if attorney fees has already been granted as part of the MFDJ, etc.
[75] See Hunt's affidavits at exhibit #s 3, 26 and 46; and exhibit #s 13-15, 17-22, 25 and 34-35 where Hunt reported BBT to the FDIC in March 2008 and where the FDIC made a finding at exhibit #s 17-18 that BBT violated the Gramm Leach Bliley Act; and see exhibit #s 28-33 where Hunt reported BBT to the Horry County Police Department (HCPD) in Sept. 2010 and at exhibit # 32 BBT refused to cooperated with the HCPD. Exhibits 1-52 were submitted in the USDC without objection by BBT and includes five affidavits. Here in after referred to as Lawsuit # 1 - was filed in the USDC by Hunt in 8/2009 – see exhibit # 47.
[76] Here in after referred to as Lawsuit # 2 - was filed in the USDC by Hunt in 4/2011 – see exhibit # 48.
[77] Here in after referred to as Lawsuit # 3 where the verified complaint in this civil action was filed by Hunt in this court in 7/2012 and removed by BBT to the United States District Court (USDC) in Florence, SC in 8/2013 – see exhibit # 49.
[78] Here in after referred to as Lawsuit # 4 - was filed in this circuit court by BBT on 4/16/2013; the counterclaims are verified.
[79] Removed to USDC on 11/10/2014. Remanded to State Court on 5/8/2015.
[80] The 10/30/2014 motion under SCRCP 59(e) is three motions. One of the motions was heard on 11/10/2015. Two motions (re Orders dated 10/20/2014 and 10/22/2014) remain outstanding. Hunt is currently writing the brief for a hearing on these two motions.
[81] See the Certificate of Service and Notice of Hearing at exhibit # 105.
[82] See below for attorney fees and costs.

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HTC Webmail **cbtucker@sccoast.net**

Fwd: Order: BBT v CB Hunt re 11/10/2015 hearing

From : CB Hunt <cbtucker@sccoast.net> Sun, Jun 25, 2017 03:32 PM
Subject : Fwd: Order: BBT v CB Hunt re 11/10/2015 hearing 1 attachment
To : printandgo@fedex.com

Sent from my iPhone

Begin forwarded message:

From: cbtucker@sccoast.net
Date: June 25, 2017 at 3:27:51 PM EDT
To: "'cbtucker@sccoast.net .'" <cbtucker@sccoast.net>
Subject: Fwd: Order: BBT v CB Hunt re 11/10/2015 hearing

----- Forwarded Message -----
From: cbtucker@sccoast.net
To: Graham Howe, Cynthia <HoweC@horrycounty.org>
Cc: cbtucker@sccoast.net . <cbtucker@sccoast.net>, Sean Foerster <sean.foerster@rtt-law.com>, Emily Nellermoe <nellerme@horrycounty.org>, Tabitha Scott <Tabitha.Scott@rtt-law.com>
Sent: Fri, 26 Feb 2016 13:26:26 -0500 (EST)
Subject: Order: BBT v CB Hunt re 11/10/2015 hearing

Please see the attached letter.

1929

C. B. Hunt

195 D Willow Green Drive

Conway, SC 29526

February 26, 2016

Case No.: 2013-CP-26-2528

BBT vs. Cindy B. Hunt, et al.

Dear Judge Howe,

1930

However, Hunt continues to object to this or any order in this matter being written by BBT where past orders written by BBT have not included and does not preserve the numerous arguments made by Hunt for appeal where Hunt has made oral arguments and submitted briefs at all hearings. And where BBT did not provide Hunt the opportunity to include her arguments in prior orders prior to submission of the orders to the court by BBT as stated by BBT in its October 28, 2014 email to Judge Howe.

With Kind Regards,

Cindy B. Hunt

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1932

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

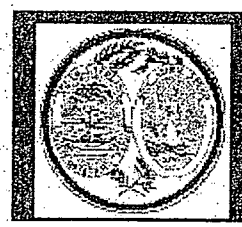
Exhibit # 49 entry # 9-1

Horry County Public Index

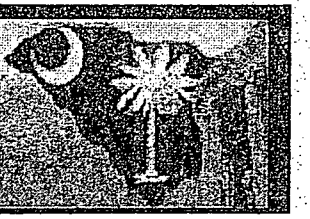
1933

EXHIBIT
A

1934



Horry County
Fifteenth Judicial Circuit
Public Index



Back New Search County Home Page

Cindy B Hunt VS Branch Banking & Trust Company

Case Number:	2012CP2605264	**Court Agency:**	Common Pleas	**Filed Date:**	07/09/2012
Case Type:	Common Pleas	**Case Sub Type:**	Unfair Trade Pra 640	**File Type:**	Mediator - Jury
Status:	Withdrawn	**Assigned Judge:**	Clerk Of Court C P, G S, And Family Court		
Disposition:	Withdrawn or Settled by Parties	**Disposition Date**	08/06/2012	**Disposition Judge:**	Clerk Of Court C P, G S, And Family Court
Original Source Doc:		**Original Case #:**			
Judgment Number:					

Parties | Judgments | **Actions** | Associated Cases | Tax Map Information

Actions

Name	Description	Action Type	Begin Date	Completion Date
Hunt, Cindy B	Summons & Complaint/Exhibits	Filing	07/09/2012 - 09:31:00	08/06/2012 - 09:30:24
Hunt, Cindy B	ADR/Alternative Dispute Resolution (workflow)	Filing	07/09/2012 - 09:31:56	08/06/2012 - 09:31:56
	Verified	Filing	07/10/2012 - 10:21:30	08/06/2012 - 10:21:30
Hunt, Cindy B	Service/Affidavit Of Service (Return of Service	Filing	07/31/2012 - 13:41:00	08/06/2012 - 14:27:52
Hunt, Cindy B	Filing Of/Withdrawal	Filing	08/06/2012 - 10:46:00	
Hunt, Cindy B	Remove To District Court	Filing	08/06/2012 - 13:49:00	

CMS 5.5.07.02
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1935

Branch Banking v. Cindy B. Hunt, et. al.

Case No.: 2013-CP-26-2528

Exhibit # 49 entry # 9-2

Hunt's Notice of Withdrawal

1936

EXHIBIT
B

1937

State of South Carolina	)	IN THE COURT OF COMMON PLEAS
County of Horry	)	FIFTEENTH JUDICIAL CIRCUIT
	)	CASE NO: 2012-CP-26-5264
CINDY B. HUNT,	)	
Plaintiff,	)	Withdrawal
vs.	)	
Branch Banking & Trust Company,	)	
Defendant	)	
	)	

FILED
HORRY COUNTY
2012 AUG -6 AM 10:46
MELANIE HUGGINS-WARD
CLERK OF COURT

The Plaintiff requests that the complaint be withdrawn.

The Defendant has not yet answered the complaint.

The complaint was served on administrative assistant Layla Adams.[1]

Respectfully submitted,

Cindy B. Hunt

Cindy B. Hunt, Plaintiff
Pro Se
195 D Willow Green Drive
Conway, SC 29526
(843) 488-1131/(843) 347-7230

DATE: August 06, 2012

[1] The Defendant has already made a motion in the USDC to dismiss a complaint that was served on Layla Adams.

1938

Exhibit # 66

Lawsuit # 4:

IOLTA financial partners
From the SC Bar Foundation 2005

Pages

1939

SOUTH CAROLINA BAR FOUNDATION

January 24, 2005

Ms. Cindy Blondella Hunt
1415 3rd Ave., Ste. 103B
Conway, SC 29526

Dear Ms. Hunt:

For almost 20 years, South Carolina's legal community has participated in a valuable partnership with the state's banking community and the South Carolina Bar Foundation. The benefits of our partnership have extended from corner to corner of the Palmetto state. Through the Interest on Lawyers' Trust Accounts program (IOLTA) over $27 million in grant funding has been provided to support the three program goals established by the Bar Foundation – providing civil legal aid to the poor, offering law related education initiatives and supporting programs to improve the administration of justice in our state. In 2005, the Foundation allocated approximately $1.7 million in grant funding. The Bar Foundation acknowledges that our accomplishments through IOLTA are only due to the generosity of our partners.

The South Carolina Supreme Court has announced its approval of the conversion of South Carolina's IOLTA program from opt-out to mandatory status to take effect March 1, 2005. Following the United States Supreme Court's holding in *Brown v. Legal Foundation of Washington*, the Foundation asked the Court to amend Rule 412 of the South Carolina Appellate Court Rules to convert the current IOLTA program to a comprehensive program which provides for universal attorney participation. With this conversion, South Carolina becomes the 30th state to adopt a mandatory program.

We have prepared a synopsis below of the amendments. In sum, the Rule amendments convert the program to mandatory status and incorporate service fee policies enacted by the Foundation Board in 1999 and 2002. Additionally, the Rule provides guidance to attorneys on determining appropriate funds for placement in an IOLTA account and specifies procedures for refunds when client funds should have been placed in a non-interest bearing account.

Highlights of the Rule amendments are described below. Please note in italics the additional information provided with certain provisions. The Rule:

1) Defines that all attorneys should maintain an interest-bearing trust account in the IOLTA program if the scope of their work dictates such. *This is a new provision as attorneys previously could opt-out of the program.*

2) Defines that attorneys should place all of their IOLTA-eligible funds in an IOLTA account. *This provision is new in that attorneys previously satisfied the IOLTA Rule with one account. Now all IOLTA-eligible funds must be maintained in one or more IOLTA accounts.*

1940

950 Taylor Street, P.O. Box 608, Columbia, SC 29202-0608
Phone (803) 765-0517 • Fax (803) 779-6126 • E-mail: foundation@scbar.org

3) Incorporates service fee policies established by the Bar Foundation Board of Directors in 1999 and 2002. *These service fee policies were communicated and adhered to by the banking community. No changes will be necessary unless a bank was not in compliance with these policies.*

4) Allows for certification of compliance with the Rule via the SC Bar's license fee statements. *This is a new provision.*

The Bar Foundation is working with both the financial and legal communities to foster a smooth transition. With this letter, please find an updated copy of the *IOLTA Booklet for Attorneys* which includes a copy of the amended Rule 412. As participation can be through a firm account, the Foundation will work with managing partners or firm administrators if desired by the firm. Should your employment change, you will be required to participate through another firm or as an individual.

As the charitable arm of the SC Bar, the Bar Foundation has a distinguished record of serving the educational, *pro bono* and philanthropic interests of the bench and bar. Administration of the IOLTA program is a cornerstone of that mission and is a reality because of the support maintained by our IOLTA partners.

At any time during the transition, if you require the assistance of the Bar Foundation, please do not hesitate to contact Shannon Willis Scruggs. She may be reached at 1-877-SC-IOLTA (1-877-724-6582).

Sincerely,

Joseph S. Mendelsohn,
SC Bar Foundation President

F. Earl Ellis Jr., SC Bar President
Director, SC Bar Foundation

Enclosure

Financial Partners

The Foundation salutes the financial institutions listed below for offering IOLTA accounts to attorney customers. The partnership between legal and financial professionals enables the Bar Foundation to provide critical funding to support law related grants.

The following banks waive all service charges on IOLTA accounts.

Abbeville Savings & Loan
Bank of Anderson
Beach First National Bank
Carolina Bank & Trust Co.
The Citizens Bank
Community First Bank
Darlington County Bank
The Exchange Bank
First Bank
First Community Bank
First National Bank of Spartanburg
First Reliance Bank
GrandSouth Bank
Greer State Bank
Liberty Savings Bank
National Bank of South Carolina
Palmetto State Bank
The Peoples National Bank
Plantation Federal Savings Bank, Inc.
SC Bank & Trust of the Piedmont
Security Federal Bank
SouthTrust Bank
Williamsburg First National Bank
Arthur State Bank
Bank of Travelers Rest
BB&T
Centura Bank
Community FirstBank
Crescent Bank
Enterprise Bank of SC
Farmers & Merchants Bank of SC
First Capital Bank
First National Bank of the Carolinas
First Palmetto Savings Bank
Florence National Bank
Greenville First Bank
Islands Community Bank
Lowcountry National Bank
New Commerce Bank
People's Community Bank of SC
Pickens Savings & Loan Assn.
Regions Bank of SC
SC Community Bank
Seneca National Bank
Sun Trust Bank

The following banks also participate in IOLTA.

Bank of America
Bank of Ridgeway
Bank of Walterboro
Carolina First Bank
Central Carolina Bank
Countybank
First Citizens Bank
First National Bank of SC
Hartsville Community Bank
Provident Community Bank
Southcoast Community Bank
Sumter National Bank
Wachovia Bank of SC
The Bank of Clarendon
The Bank of SC
CapitalBank
Carolina National Bank
Coastal Federal Bank
The Exchange Bank of SC
First Federal of Charleston
First South Bank
The Palmetto Bank
SC Bank & Trust
Summit National Bank
SunBank

1942

Lists updated as of December 2004.

INTEREST ON LAWYER TRUST ACCOUNTS
IOLTA